

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Acting Director



Michael Novo, AICP, Director of Planning
Robert K. Murdoch, P.E., Director of Public Works

168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
www.co.monterey.ca.us/rma

MEMORANDUM

Date: July 31, 2015

To: Gail T. Borkowski
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst II

Subject: AMENDMENT NO. 4 TO AGREEMENT NO. 12485 BETWEEN NORTH STATE ENVIRONMENTAL AND THE COUNTY OF MONTEREY TO PROVIDE HAZARDOUS WASTE MANAGEMENT SERVICES FOR THE COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY - PUBLIC WORKS (RFP #10279)

Please find attached and for your records, a fully executed original of Amendment No. 4 to Agreement No. A-12485 between North State Environmental and the County of Monterey for the above referenced services.

If you have any questions, please contact me directly at Ext. #8966. Thank you.

DMM

Attachments: Executed Amendment No. 4 to Agreement – *1 Original*
Board Order to Amendment No. 2 to Agreement, Passed and Adopted on 06/18/13 –
1 Copy for Reference

**AMENDMENT NO. 4
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
NORTH STATE ENVIRONMENTAL**

THIS AMENDMENT NO. 4 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and North State Environmental (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on October 4, 2011, (hereinafter, "Agreement") to provide hazardous waste management services; and

WHEREAS, Agreement was amended by the Parties on April 23, 2013, (hereinafter "Amendment No. 1"), July 2, 2013, (hereinafter "Amendment No. 2"), and August 25, 2015 (hereinafter "Amendment No. 3"); and

WHEREAS, the County has a continued need for hazardous waste management services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to March 15, 2016 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT on October 4, 2011 through and including March 15, 2016, with the option to extend the AGREEMENT for six (6) additional months.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: W.T. Skinner
Deputy Purchasing Agent
Contracts/Purchasing Office
County of Monterey
Date: 7/29/15

North State Environmental
Contractor Business Name
By: Frank R. Balistreri
(Signature of Chair, President, or Vice-President)
Its: Frank R. Balistreri, President
(Print Name and Title)
Date: July 22, 2015

Approved as to Form and Legality
Office of the County Counsel
By: Cheryl Grace-Perry
Deputy County Counsel
Date: 7-27-15

By: Frank R. Balistreri
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer)
Its: Frank R. Balistreri, Secretary/Treasurer
(Print Name and Title)
Date: July 22, 2015

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller
Date: 7-28-15

Approved as to Indemnity and Insurance Provisions
RISK MANAGEMENT
COUNTY OF MONTEREY
INSURANCE LANGUAGE
By: [Signature]
Risk Management
Date: 7-28-15

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB Int'l Insurance Serv. Inc. License #0757776 1091 North Shoreline Blvd 200 Mountain View, CA 94043		CONTACT NAME: Jenesse Corcoran PHONE (A/C, No, Ext): 650 237-3024 FAX (A/C, No): 650 560-6390 E-MAIL ADDRESS: jenesse.corcoran@hubinternational.com	
INSURED North State Environmental P.O. Box 2148 So. San Francisco, CA 94083-2148		INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company 17370 INSURER B : Great Divide Insurance 25224 INSURER C : Travelers Insurance Group Inc 36137 INSURER D : INSURER E : INSURER F :	NAIC #


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD GL DED:\$5000 <input checked="" type="checkbox"/> POLL/PROF DED \$10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECPO151290015	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO AGG \$2,000,000 CPL/PL \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP151260915	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		FFX151290515	10/01/2014	10/01/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WCA151290715	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Motor Truck Cargo Liability		QT6607444L085TIL14	01/28/2015	01/28/2016	\$250,000 \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: RFP# 10279 Hazardous Waste Management Services County of Monterey, its officials, agents and employees are an additional insured in regards to General Liability per the attached endorsement form ECP1004 04/10, Primary wording included. Waiver of Subrogation applies to General Liability per attached endorsement form ENV2004 09/06. Additional Insured applies to Automobile Liability per attached endorsement form ENV2223 04/08. Automobile Liability Waiver of Subrogation applies per attached endorsement form CA0444 03/10. Workers Compensation Waiver of Subrogation applies per attached endorsement form WC040306 04/84.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Division 168 W. Alisal Street, 3rd Fl. Salinas, CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B – GENERAL LIABILITY
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
 - b. Your work **performed for such person(s) or organizations(s) and included in the products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Policy Number: ECPO151290015

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<p style="text-align: center;">BUSINESS AUTO - ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT</p>

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who Is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: North State Environmental, Inc.
Endorsement Effective Date: 10/01/2013

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket Coverage subject to written contract and written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06 (04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be .02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2014 Policy No WCA151290715 Endorsement No.
Insured North State Environmental, Inc.

Insurance Company Great Divide Insurance Company

Countersigned by

