

**AMENDMENT NO. 6
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
NORTH STATE ENVIRONMENTAL**

THIS AMENDMENT NO. 6 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 (hereinafter, "services") which provided for an initial term to commence with the signing of the Agreement through and including September 15, 2014, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$95,000; and

WHEREAS, Agreement was amended by the Parties on April 23, 2013 (hereinafter "Amendment No. 1") to increase the Agreement amount by \$4,900 which resulted in a total not to exceed amount of \$99,900 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on July 2, 2013 (hereinafter, "Amendment No. 2") to increase the Agreement amount by \$100,000 which resulted in a total not to exceed amount of \$199,900 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on August 25, 2014 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through September 15, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 29, 2015 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through March 15, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was renewed by the Parties on April 1, 2016 (hereinafter, "Renewal and Amendment No. 5") to extend the term for approximately seven (7) additional months through October 4, 2016 with no increase in the Agreement's not to exceed amount; and

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

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to October 4, 2018 and increase the amount by \$100,000 for a total not to exceed \$299,900 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

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 October 4, 2018.

2. Amend Paragraph 4.1.1 under Section 4.0, "Compensation and Payments", to read as follows:

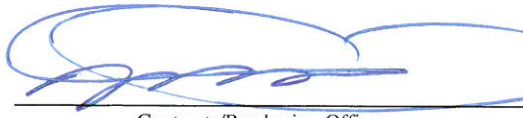
The total paid to CONTRACTOR under RFP #10279 shall not exceed \$299,900 over the term of the AGREEMENT.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

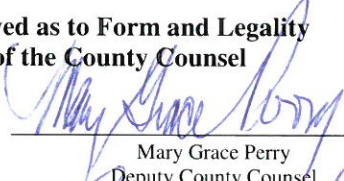
IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY


CONTRACTOR*

By: 
Contracts/Purchasing Officer
Date: 9-29-16

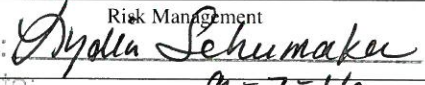
**Approved as to Form and Legality
Office of the County Counsel**

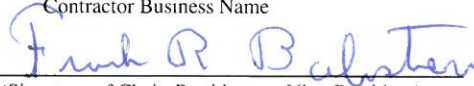
By: 
Mary Grace Perry
Deputy County Counsel
Date: 9-6-2016

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 9-24-16

Approved as to Indemnity and Insurance Provisions

By: 
Risk Management
Date: 9-7-16

North State Environmental
Contractor Business Name
By: 
(Signature of Chair, President, or Vice-President)
Its: Frank Balistreri, President
(Print Name and Title)
Date: August 19, 2016
By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Its: Frank Balistreri, Secretary
(Print Name and Title)
Date: August 19, 2016

*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.



NORTSTA-05

RLUTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2016

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 License # 0525512
Teague Insurance Agency, Inc.
4700 Spring St., #400
La Mesa, CA 91942

CONTACT NAME: Dawn Villalobos

PHONE (A/C, No, Ext): (619) 668-2363 127

FAX (A/C, No):

E-MAIL: dvillalobos@teagueins.com

ADDRESS: dvillalobos@teagueins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Surplus Lines

13604

INSURER B: Starr Indemity & Liability

38318

INSURER C: Federal Insurance Company

20281

INSURER D: Travelers Property Casualty Company of America

36137

INSURER E:

INSURER F:

INSURED

North State Environmental
UNA
220 South Spruce Avenue
S. San Francisco, CA 94080

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD GL DED \$5K <input checked="" type="checkbox"/> POLL/PL DED \$10K GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1000065933151	10/01/2015	10/01/2016	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 - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	SISIPCA08347615	10/01/2015	10/01/2016	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000336725151	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X	004472801700	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <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
D	Motor Truck Cargo			QT6607444L085	01/28/2016	01/28/2017	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP# 10279

Hazardous Waste Management Services County of Monterey, its officials, agents and employees are included, when required by written contract, as additional insured with waiver of subrogation, and primary non-contributory language with respects to General Liability, and additional insured with waiver of subrogation with respects to Auto Liability, and waiver of subrogation with respects to Workers Compensation per attached forms.

*** REVISES AND SUPERCEDES CERTIFICATE DATED 03/08/2016 **

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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Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065933151

Effective Date: October 1, 2015 at 12:01 A.M.

Named Insured: North State Environmental, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract


- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY


Charles H. D'Angelo, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: SISIPCA08347615 **Effective Date:** 10/1/2015 at 12:01 AM
Named Insured: North State Environmental, Inc

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This policy is amended as follows:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

- I. SECTION II – LIABILITY COVERAGE A. Coverage, 1. Who is Insured, is amended to add:
 - d. Any person or organization, shown in the schedule above, 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 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 use of a covered "auto". 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.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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: 2/18/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s): County of Monterey, Contracts/Purchasing Division, 168 W. Allsal Street, 3rd Fl, Salinas, CA 93901

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 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 02/18/2016 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 004 4728017 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to NORTH STATE ENVIRONMENTAL, INC

Endorsement No. 002

Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

County of Monterey
Contracts/purchasing Division
168 W. Allsal Street, 3rd Fl.
Salinas, CA 93901