

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PSC ENVIRONMENTAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of San Mateo, hereinafter called "County," and, PSC Environmental Services, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that PSC Environmental Services be retained for the purpose of processing and disposing hazardous waste for the County's Household Hazardous Program; and

WHEREAS, the parties entered into an Agreement on January 31, 2006 to process and dispose hazardous waste; and

WHEREAS, the parties wish to amend the Agreement to add \$550,000 for a new total obligation of \$2,156,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. **Payments** is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payments to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed TWO MILLION ONE HUNDRED FIFTY SIX THOUSAND DOLLARS (\$2,156,000) collectively for the terms of all contracts approved under one resolution. The amount the County is obligated to collectively pay shall not exceed \$453,860 in FY 2005-06; \$701,550 in FY 2006-07; \$725,380 in FY 2007-08 and \$275,210 in FY 2008-09.

2. Paragraph G. of Section 11. Non-Discrimination is added to the agreement to read as follows:

Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

3. Paragraph 4 of Exhibit A is amended to read as follows:

Permanent facilities are located at:

Half Moon Bay Pacifica, San Bruno, San Carlos, South San Francisco and  
San Mateo County facilities

45 lab pack pick ups per year estimated

45 flammable liquid and loose pack pick ups per year estimated

4. All other terms and conditions of the agreement dated January 31, 2006, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

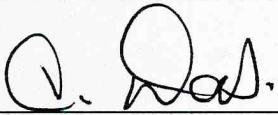
By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PSC ENVIRONMENTAL SERVICES

  
\_\_\_\_\_  
Contractor's Signature

Date: 5/2/7

## CONTRACT INSURANCE APPROVAL

DATE:

5/7/07

TO:

Faiza Steele

FAX: 363-4864

PONY: HRD 163

FROM:

Mary Jappan, Envir Health

PHONE:

4396

FAX:

PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME:

PSC Environmental Services

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Process and dispose hazardous waste

The following will be completed by Risk Management:

INSURANCE COVERAGE:

Amount

Approve

Waive

Modify

Comprehensive General Liability

\$1 mil.

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☐

☐

Motor Vehicle Liability

\$1 mil.

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☐

☐

Professional Liability

\$1 mil.

☒

☐

☐

Workers' Compensation

Statutory

☒

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☐

REMARKS/COMMENTS:

Faiza Steele

Risk Management Analyst

Date

5/7/07



# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DK0PBNG4

DATE (MM/DD/YYYY)  
05/01/2007

<b>PRODUCER</b> Frank Crystal & Co. of Texas, Inc. 2000 West Loop South Ste 1800 Houston, TX 77027	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Ace American Insurance Company	
	INSURER B: Lexington Insurance Company	
	INSURER C: Illinois Union Insurance Co	
<b>INSURED</b> 21st Century Environmental Management, Inc. of Nevada 535 Getty Court Suite H Benicia, CA 94510	INSURER D:	
	INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XSLG23718121	12/01/2006	12/01/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 1,000,000 \$ 25,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISAH08228516	12/01/2006	12/01/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000,000 \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	7586275	12/01/2006	12/01/2007	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44458135 SCFC44458147 WCUC44458159	12/01/2006	12/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C		<b>OTHER CONTRACTOR'S POLLUTION</b> Claims Made Limits - Occ. & Agg.	CEOG20581955004	12/01/2006	12/01/2007	Cont. Poll. Liab Oc Prof. Liab Occ. Retro Date:	5,000,000 5,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

San Mateo County is added as an Additional Insured for General Liability, Automobile Liability and Excess Liability where required by contract, but only with respect to operations performed on their behalf and due to the negligence of 21st Century Environmental Management, Inc. of Nevada.  
 The Workers Compensation, General Liability, Automobile Liability and Excess Liability policies include a Blanket Waiver of Subrogation as required by contract and where allowed by law.

## CERTIFICATE HOLDER

San Mateo County  
 Elizabeth Rouan  
 32 Tower Road  
 San Mateo, CA 94402  
 United States

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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