



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15223 and Agreement No.: A-15241

- a. Approve Standard Agreements with the following two (2) contractors: Environmental Logistics, Inc., and Advanced Chemical Transport, Inc., to provide hazardous waste management services pursuant to Request for Proposals (RFP) #10722, Environmental Logistics, Inc., amount not to exceed \$450,000 and Advanced Chemical Transport, Inc., amount not to exceed \$300,000 for a combined total of \$750,000, for a term of three (3) years beginning May 1, 2021 to April 30, 2024, with the option to extend each Agreement for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreements and future amendments to the Agreements where the amendments do not increase the approved Agreement amount.

PASSED AND ADOPTED on this 11th day of May 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 11, 2021.

Dated: May 13, 2021

Revised Date: May 25, 2021

File ID: A 21-173

Agenda Item No.: 33

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Environmental Logistics, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

On-Call hazardous waste management services, spill cleanup and schedule pickup of self-generated waste services, in accordance with Request for Proposal (RFP) #10722

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$450,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2021 to April 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Addition to Paragraph 9.03, Insurance Coverage Requirements, of Section 9.0, Insurance Requirements, of Agreement

Exhibit C: Incorporation of RFP #10722, Addendum No. 1, and Proposal Documents

Environmental Logistics, Inc.
Hazardous Waste Management
Services (RFP #10722)
Public Works, Facilities, & Parks

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

Environmental Logistics, Inc.
Hazardous Waste Management
Services (RFP #10722)
Public Works, Facilities, & Parks

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nancy Ayala Avila Management Analyst II	Marcial Barragan General Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	3200 Depot Road Hayward, CA 94545
Address	Address
831-755-4848	510-670-9901
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR
By: <u>Michael Derr</u> <small>DocuSigned by: 367942E6F6A8429...</small>	<u>Contracts/Purchasing Officer</u>	<u>Environmental Logistics, Inc.</u>
Date: <u>5/13/2021</u>		<u>Contractor's Business Name*</u>
By: _____	<u>Department Head (if applicable)</u>	By: <u>James Goyich, President</u> <small>DocuSigned by: A8A895245FD84E3...</small>
Date: _____		<u>(Signature of Chair, President, or Vice-President) *</u>
By: _____	<u>Board of Supervisors (if applicable)</u>	<u>James Goyich, President</u>
Date: _____		<u>Name and Title</u>
Approved as to Form ¹		Date: <u>4/23/2021</u>
By: <u>Mary Grace Perry</u> <small>DocuSigned by: C83342707AC641A...</small>	<u>County Counsel</u>	By: <u>Marko Freeman, Secretary</u> <small>DocuSigned by: 6FA965A1AFC0847B...</small>
Date: <u>4/23/2021</u>		<u>(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *</u>
Approved as to Fiscal Provisions ²		<u>Marko Freeman, Vice President</u>
By: <u>Gary Giboney</u> <small>DocuSigned by: D3834BFEC1D8449...</small>	<u>Auditor/Controller</u>	<u>Name and Title</u>
Date: <u>4/23/2021</u>		Date: <u>4/23/2021</u>
Approved as to Liability Provisions ³		
By: _____	<u>Risk Management</u>	
Date: _____		

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Environmental Logistics, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- a. CONTRACTOR’s Minimum Work Performance Percentage:
CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
 - b. CONTRACTOR will provide on-call hazardous waste management services as requested by County, which include but are not limited to:
 - 1. Spill assessment.
 - 2. Timely (three [3]-hour minimum, anywhere in Monterey County; four [4]-hour minimum at Lake Nacimiento, San Luis Obispo County) emergency containment and cleanup response at illegal dump sites, vehicle accidents, boat accidents or other spill locations and/or other location as designated by County.
 - 3. Ability to provide for waste materials testing.
 - 4. Ability to provide for Industrial Hygienist.
 - 5. Ability to provide containment (deployment of boom and other containment devices), cleanup and removal of waterborne spills.
 - c. CONTRACTOR will provide hazardous waste transportation and disposal services which include but are not limited to:
 - 1. The removal and hauling of hazardous waste materials such as paints (pints, quarts, one [1]-gallon, five [5]-gallon, 55-gallon, 250-gallon tote containers and aerosol spray cans), waste oils (motor oil, hydraulic oil, transmission oil, contaminated waste oil; used lubricants, used hydraulic fluids, used antifreeze, brake fluids) contaminated fuel (gasoline, diesel, bio-diesel, ethanol, urea), used asphalt emulsion, dry cleaning fluids, photo development fluids, used solvents, dyes and any other industrial processing fluids; contaminated soil with oil and solvents used contaminated waste such as contaminated spill sweep fuel-coolant-oil-air filters, contaminated rags, used batteries, used

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

desiccants, used compressed natural or other gas cylinders, human/animal/food waste, needles, drug manufacturing/use waste. Any other contaminated waste material as designated by County.

2. Drum management.
3. CONTRACTOR will provide only Department of Transportation (DOT) approved containers for use in the collection, transportation and disposal of any hazardous waste material, CONTRACTOR shall set County owned trash and recycling receptacles in the locations designated by the County.
4. Every ninety (90) days or sooner as determined by County requirements at the County's discretion, CONTRACTOR will remove waste material, sealed 55-gallon containers of waste oil (motor oil, hydraulic oil and transmission oil) and other waste material containers from County yards or other locations as designated by County in compliance with County Environmental Health Department requirements.
5. CONTRACTOR will provide appropriate containers to hold paint cans (pint, gallon, and five [5]-gallon).
6. County will provide CONTRACTOR with a list of accumulated hazardous waste to be removed at each location by CONTRACTOR, as well as a list of replacement containers needed to be furnished by CONTRACTOR at time of removal. County will provide the lists a minimum of ten (10) calendar days prior to the agreed upon removal date(s), which shall occur a minimum of every ninety (90) days, or sooner as mutually agreed.
7. CONTRACTOR will provide appropriate containers for County to fill with aerosol paint spray cans, waste oils, sharps, and/or other waste materials.
8. CONTRACTOR will remove the full containers to be replaced with empty containers at a minimum of every ninety (90) days or sooner as determined by County.
9. CONTRACTOR will properly dispose of all waste material collected from County in compliance with all local, State and Federal laws.
10. CONTRACTOR will assume responsibility of all liability and risks during the collection, transport, and disposal of all waste materials from County holding facilities during the performance of this AGREEMENT.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

11. CONTRACTOR will provide accurate and timely documentation (manifests, universal bills of lading, certificates of recycling, tracking reports, invoices, etc.).

12. CONTRACTOR will be responsible for payment of all permit fees associated with hazardous waste disposal services.

d. Public Works - Road and Bridge Maintenance Yard Locations

County Yard Locations	
SAN MIGUEL DISTRICT YARD	1171 San Miguel Canyon Road Watsonville, CA 95076
MONTEREY DISTRICT YARD	855 E. Laurel Drive Salinas, CA 93905
GREENFIELD DISTRICT YARD	41801 Elm Avenue Greenfield, CA 93927
SAN ARDO DISTRICT YARD	62544 Main Street at Jolon Street San Ardo, CA 93450

e. Facilities Management, Parks, Fleet Management & Vehicle Fueling Station Locations

FACILITIES MANAGEMENT:	1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527
Facilities has site locations throughout Monterey County including but not limited to:	Underground Storage Tank (UST) Monterey County Courthouse Generator 1200 Aguajito Road Monterey, CA 93940 UST Public Safety Building Generator Monterey County Sheriff's Office 1414 Natividad Road Salinas, CA 93906
FLEET MANAGEMENT (Light, Heavy and Public Safety Install Shop):	855 E. Laurel, Building A Salinas, CA 93905
FLEET MANAGEMENT – Toro Park Repair Shop:	501 Monterey-Salinas Highway Salinas, CA 93908
PARKS LOCATIONS:	Jacks Peak Park
	Toro Park
	Manzanita Park
	Royal Oaks Park

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

	San Lorenzo Park
	Lake San Antonio
	Lake Nacimiento
VEHICLE FUELING STATIONS:	San Lorenzo Park 1160 Broadway Drive King City, CA 93930
	Toro Park 501 Monterey-Salinas Highway Salinas, CA 93908
	Laurel Yard 855 E. Laurel Drive Salinas, CA 93905
	Monterey County Courthouse 1200 Aguajito Road Monterey, CA 93940
	Lake San Antonio – South Shore Maintenance Yard 2610 San Antonio Road Bradley, CA 93426

- f. Transportation of any and all hazardous materials must be done so in conformance with the Federal Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$450,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms. No travel reimbursement shall be allowed during this AGREEMENT.

Item No.	Unit of Measure	Class	Price per Hours/Units
LABOR			
1	Hourly	Project Supervisor/Analyst	\$85
2	Hourly	Operator/Technician (Hazwoper trained)	\$100
3	Overtime Hourly	Project Supervisor/Analyst	\$90
4	Overtime Hourly	Operator/Technician (Hazwoper trained)	\$90
EQUIPMENT - Based on hourly rates for twenty-four (24) hour day, no overtime or mileage charged for equipment.			
5	Hourly	Truck: Light (Pickup/Van, 1-ton or less)	\$10
6	Hourly	Truck: Heavy (Stake bed 40-drum) with lift gate	\$0
7	Hourly	Truck: Vacuum (110/130 barrel)	\$10
8	Hourly	Truck/Tractor: (Van/Trailer) min. 40ft. trailer with lift gate	\$20
9	Monthly	10-20 cu. yd. Bins (covered, roll-top/lift top)	\$0
10	Monthly	10-20 cu. yd. Bins (covered, tarp)	\$0
11	Monthly	20-40 cu. yd. Bins (covered, roll-top/lift top)	\$0
12	Monthly	20-40 cu. yd. Bins (covered, tarp)	\$0
MATERIALS			
13	Unit	Plastic Drums, New (55-gallon) with lid	\$55
14	Unit	Over Pack, Metal (85-gallon) with lid	\$125
15	Unit	*Metal Drums (30-gallon) with lid	\$45
16	Unit	*Metal Drums (55-gallon) with lid	\$50
17	Unit	*Metal Drums (30-gallon) closed top	\$45
18	Unit	*Metal Drums (55-gallon) closed top	\$50
19	Unit	*Packing/Absorbent Materials Vermiculite (20-pounds)	\$20
20	Unit	Packing/bagged – clay absorbent (33-pounds)	\$20
* Metal drums may be reconditioned with the appropriate certification			
21	Unit	Steel open top 55-gallon with hazardous waste label affixed*	\$45
22	Unit	Steel open top 30-gallon with hazardous waste label affixed*	\$35
23	Unit	Steel closed top 55-gallon with hazardous waste label affixed*	\$45
24	Unit	Steel closed top 30 gallon with hazardous waste label affixed*	\$35
*See ATTACHMENT A – LABEL FORM			
Please list additional container sizes available below (use additional sheets as necessary):			

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Item No.	Unit of Measure	Class	Price per Hours/Units
	Unit	Cubic Yard Boxes	\$85
	Unit	15 gallon fiber drum	\$35
	Unit	5 gallon pails with lids	\$20
	OTHER	Pricing for services not listed on the pricing schedule will be determined and mutually agreed upon, prior to utilization of those services	

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Aerosols (including spray cans, emission canisters, etc.)	R	<i>25</i>	<i>682.50</i>	<i>195</i>	<i>95</i>	<i>0</i>
Antifreeze	R	<i>.30</i>	<i>475</i>	<i>150</i>	<i>75</i>	<i>0</i>
Batteries, used Non-Auto	R	<i>1.50</i>	<i>525</i>	<i>250</i>	<i>75</i>	<i>0</i>
Brake Shoes & Clutches	L	<i>.30</i>	<i>525</i>	<i>150</i>	<i>75</i>	<i>0</i>
Compressed Natural Gas Cylinders, used	R	<i>.50</i>	<i>975</i>	<i>195</i>	<i>125</i>	<i>0</i>
Contaminated waste (i.e. spill sweep, rags)	L	<i>3.00</i>	<i>525</i>	<i>175</i>	<i>95</i>	<i>0</i>
Diesel Particulate Filter Ash	L	<i>3.00</i>	<i>525</i>	<i>150</i>	<i>95</i>	<i>0</i>
Desiccants, used	L	<i>3.00</i>	<i>525</i>	<i>150</i>	<i>95</i>	<i>0</i>
Fertilizers	I	<i>3.00</i>	<i>975</i>	<i>275</i>	<i>125</i>	<i>0</i>
Fuels	FB	<i>.50</i>	<i>525</i>	<i>175</i>	<i>95</i>	<i>0</i>
Motor Vehicle Filters (various)	R	<i>1.00</i>	<i>200</i>	<i>150</i>	<i>50</i>	<i>0</i>
Glues	L	<i>.50</i>	<i>525</i>	<i>175</i>	<i>95</i>	<i>0</i>
Home Cleaners	L	<i>.50</i>	<i>525</i>	<i>175</i>	<i>95</i>	<i>0</i>
Industrial Processing Fluids	L	<i>.50</i>	<i>525</i>	<i>175</i>	<i>95</i>	<i>0</i>
Mercury	R	<i>175</i>	<i>2,250</i>	<i>975</i>	<i>275</i>	<i>0</i>
Misc. Corrosive Liquids	I	<i>1.00</i>	<i>975</i>	<i>275</i>	<i>225</i>	<i>0</i>
Misc. Flammable Liquids	R	<i>1.00</i>	<i>875</i>	<i>280</i>	<i>135</i>	<i>0</i>
Misc. Organic Peroxides	I	<i>1.00</i>	<i>1,750</i>	<i>475</i>	<i>225</i>	<i>0</i>
Misc. Toxics	I	<i>1.00</i>	<i>975</i>	<i>375</i>	<i>225</i>	<i>0</i>
Oils, waste	R	<i>.50</i>	<i>0</i>	<i>225</i>	<i>125</i>	<i>0</i>

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Paint, Latex	<i>R</i>	.30	450	150	75	0
Paint, Mixed	<i>R</i>	.50	750	225	110	0
Paint, Oil-based	<i>FB</i>	.50	750	225	110	0
Paint Thinners	<i>FB</i>	.50	775	225	125	0
Pallets	<i>R</i>	.10	25	0	0	0
Pesticides	<i>I</i>	3.00	1,250	375	175	0
Pool Chemicals	<i>I</i>	.25	750	175	125	0
Propane Tanks	<i>R</i>	1.00	375	100	35	0
Soil, contaminated	<i>L</i>	1.00	525	175	125	0
Tires, used (Auto)	<i>R</i>	0	10/tire	0	0	0
Scrap Emissions	<i>R</i>	.50	525	150	125	0
Scrap Metals	<i>R</i>	.50	525	150	125	0
Wheel Weights, used	<i>R</i>	.50	525	150	125	0
Wood, used	<i>R</i>	.20	200	0	0	0
Other (list) Tire Truck	<i>R</i>	0	20/tire	0	0	0
Other (list) Battery Auto	<i>R</i>	1.00	100	25	0	0

GAS CYLINDERS				
Type		Lecture Bottle		Large
Flammable	Each	\$225	Each	\$425
Non-Flammable	Each	\$150	Each	\$300
Gases Toxic by inhalation	Each	\$625	Each	\$1,100

CONTRACTOR's Pricing Schedule above remains firm for the initial term of the AGREEMENT. For personnel or equipment not listed in this AGREEMENT, CONTRACTOR shall submit pricing to County for review prior to the start of each project. Pricing may be based upon an hourly rate or by the project, based upon the direction of the County.

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR warrants that the cost charged for services under the terms of this AGREEMENT are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the AGREEMENT. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this AGREEMENT shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the AGREEMENT or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

ATTACHMENT A – LABEL FORM

HAZARDOUS WASTE

STATE & FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

GENERATOR INFORMATION:

NAME County of Monterey Fleet Management
ADDRESS 855 E Laurel Dr Bldg A PHONE 831-755-4944
CITY Salinas STATE CA ZIP 93905
EPA /MANIFEST ID NO. / TRACKING NO. CAL000125761

EPA WASTE NO. D001, D018 CA WASTE NO. 352 ACCUMULATION START DATE

CONTENTS, COMPOSITION:

PHYSICAL STATE: ☒ SOLID ☐ LIQUID HAZARDOUS PROPERTIES: ☒ FLAMMABLE ☒ TOXIC
☐ CORROSIVE ☐ REACTIVITY ☐ OTHER
D.O.T. PROPER SHIPPING NAME UN1325, WASTE Flammable
solids, organic, n.o.s., (Gasoline),
4.1, PGI

UN OR NA NO.

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

CP-3

PRINTED BY: DPI Direct, POWAY, CA dP (858) 874-7750 FAX: (858) 874-7730 www.labels.dpidirect.com

HAZARDOUS WASTE

STATE & FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

GENERATOR INFORMATION:

NAME County of Monterey Fleet Management
ADDRESS 855 E Laurel Dr Bldg A PHONE 831-755-4944
CITY Salinas STATE CA ZIP 93905
EPA /MANIFEST ID NO. / TRACKING NO. CAL000125761

EPA WASTE NO. D001, D018 CA WASTE NO. 343 ACCUMULATION START DATE

CONTENTS, COMPOSITION:

PHYSICAL STATE: ☒ SOLID ☐ LIQUID HAZARDOUS PROPERTIES: ☒ FLAMMABLE ☒ TOXIC
☐ CORROSIVE ☐ REACTIVITY ☐ OTHER
D.O.T. PROPER SHIPPING NAME UN1993, WASTE Flammable
liquids, n.o.s., (Gasoline, Diesel),
3, PGI

UN OR NA NO.

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

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HAZARDOUS WASTE

STATE & FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

GENERATOR INFORMATION:

NAME County of Monterey Fleet Management
ADDRESS 855 E Laurel Dr Bldg A PHONE 831-755-4944
CITY Salinas STATE CA ZIP 93905
EPA /MANIFEST ID NO. / TRACKING NO. CAL000125761

EPA WASTE NO. CA WASTE NO. 352 ACCUMULATION START DATE

CONTENTS, COMPOSITION:

PHYSICAL STATE: ☒ SOLID ☐ LIQUID HAZARDOUS PROPERTIES: ☐ FLAMMABLE ☒ TOXIC
☐ CORROSIVE ☐ REACTIVITY ☐ OTHER
D.O.T. PROPER SHIPPING NAME Non-RCRA Hazardous Waste
Solid (Absorbent, Oily Debris,
Oil)

UN OR NA NO.

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

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HAZARDOUS WASTE

STATE & FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL.

GENERATOR INFORMATION:

NAME County of Monterey Fleet Management
ADDRESS 855 E Laurel Dr Bldg A PHONE 831-755-4944
CITY Salinas STATE CA ZIP 93905
EPA /MANIFEST ID NO. / TRACKING NO. CAL000125761

EPA WASTE NO. CA WASTE NO. 221 ACCUMULATION START DATE

CONTENTS, COMPOSITION:

PHYSICAL STATE: ☐ SOLID ☒ LIQUID HAZARDOUS PROPERTIES: ☐ FLAMMABLE ☒ TOXIC
☐ CORROSIVE ☐ REACTIVITY ☐ OTHER
D.O.T. PROPER SHIPPING NAME Non-RCRA Hazardous Waste
Liquid (Oil)

UN OR NA NO.

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

CP-3

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UNIVERSAL WASTE	
per 40 CFR 273.14 and 273.34	
DESCRIPTION <u>Universal Waste - Lamps</u>	
GENERATOR INFORMATION:	TELEPHONE <u>831-755-4944</u>
NAME <u>County of Monterey Fleet Management</u>	
ADDRESS <u>855 E Laurel Dr Bldg A</u>	
CITY <u>Salinas</u>	STATE <u>CA</u> ZIP <u>95065</u>
ACCUMULATION	
START DATE: <u> </u>	DOCUMENT NO. <u> </u>
UN OR NA NO. <u> </u>	
HANDLE WITH CARE!	
PRINTED BY: DPI Direct, POWAY, CA <small>DP Direct (858) 874-7750 FAX: (858) 874-7730 www.labels.dpidirect.com</small> UWP	



-End of Attachment A-

**EXHIBIT B – ADDITION TO PARAGRAPH 9.03, INSURANCE COVERAGE
REQUIREMENTS, OF SECTION 9.0, INSURANCE REQUIREMENTS, OF AGREEMENT**

Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR's performance of its obligations under this AGREEMENT, including loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

**EXHIBIT C – INCORPORATION OF REQUEST FOR PROPOSAL (RFP) #10722,
ADDENDUM NO. 1, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10722, Hazardous Waste Management Services for the County of Monterey Department of Public Works, Facilities, & Parks (PWFP), issued October 15, 2020. Environmental Logistics, Inc., submitted a responsive and responsible proposal to perform the services listed in this RFP.

The aforementioned RFP, Addendum No. 1, and the proposal submitted by Environmental Logistics, Inc., are hereby incorporated into the Agreement by this reference.

The aforementioned RFP, Addendum No. 1, and the proposal submitted by Environmental Logistics, Inc., are on file with PWFP.