

COUNTY OF MONTEREY AGREEMENT FOR GOODS AND/OR SERVICES
INVOLVING HAZARDOUS MATERIALS
(Agreements with a total amount over \$100,000 require approval by the County Board of Supervisors)

This Services Agreement ("Agreement") is made by and between the County of Monterey (hereinafter "the County"), a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter "NMC") and:

Clean Harbors Environmental Services, Inc.

(hereinafter "CONTRACTOR"), collectively referred to as "parties".

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

1. **SERVICES TO BE PROVIDED.** NMC 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:

Waste transportation and disposal services of rendered non-retrievable and unusable pharmaceutical waste on an as-needed basis.

2. **HAZARDOUS MATERIALS.** CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. NMC does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by NMC while in transit or storage of services performed for this Agreement.

3. **PAYMENTS BY NMC.** NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 3,500.

4. **TERM OF AGREEMENT.**

4.01 The term of this Agreement is from Oct. 1, 2018 to Sept. 31, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last, and CONTRACTOR may not commence work before NMC signs this Agreement.

4.02 NMC 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.

4.03 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.04 If NMC exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

5. **ADDITIONAL PROVISIONS/EXHIBITS.** 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: Additional Risk Provisions

Exhibit C: Addendum No. 1

6. **PERFORMANCE STANDARDS.**

- 6.01 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 NMC nor the County of Monterey, or immediate family of an employee of NMC nor the County of Monterey.
- 6.02 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.
- 6.03 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. **PAYMENT CONDITIONS.**

- 7.01 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 7.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 7.03 Invoice amounts shall be billed directly to the ordering department.
- 7.04 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

8. **INDEMNIFICATION.** ~~CONTRACTOR shall indemnify, defend, and hold harmless NMC and 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~~

NMC

 Vendor

~~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 NMC. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9. INSURANCE.

9.01 **Coverage Requirements.** Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the County and NMC incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of NMC and the County to verify the placement and continued existence of all insurance required herein, or NMC and the County's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both NMC and CONTRACTOR.

9.02 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

9.02a. ~~"The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent;~~

9.02b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

9.02c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".

9.03 CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.

9.04 ~~In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).~~

9.05 ~~General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:~~

Agreement Involving Hazardous Materials

NMC

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NMC

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- 9.05a. General Aggregate: \$6 million
9.05b. Products/Completion Operations Aggregate: \$6 million
9.05c. Personal and Advertising Injury: \$5 million
9.05d. Each Occurrence: \$5 million

NMC

Vendor

9.06 ~~Pollution Legal Liability Coverage shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence:....\$50 million.~~

NMC

Vendor

9.07. ~~Automobile Liability Coverage written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident:....\$10 million.~~

NMC

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9.08 If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

9.09 ~~Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:~~

NMC

Vendor

- 9.09a. ~~Each accident: \$1 million~~
9.09b. ~~Disease policy limit: \$1 million~~
9.09c. ~~Disease each employee: \$1 million~~

9.10 ~~Blanket Crime Coverage shall cover losses of service charges received from Customers and held by CONTRACTOR prior to remittance of CONTRACTOR payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option the County may secure and maintain that insurance at its expense and CONTRACTOR will pay the County reimbursement costs therefore. This remedy is in addition to the County's right to declare a Default and terminate the Agreement. Coverage shall be with limits of not less than the following: Incidents of Employee Theft:....\$25 million.~~

10. RECORDS AND CONFIDENTIALITY.

10.01 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.

10.02 Access to and Audit of Records. The County and NMC shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services and their performance under this Agreement during the term of the Agreement and for a period up to three years after the termination or expiration and final payment under the Agreement. Pursuant to Government Code section 8546.7 or otherwise, this Agreement may be subject, at the request of the County, NMC, or as part of any audit of the County, to an examination and audit pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11. **NON-DISCRIMINATION.** 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. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County including NMC. No offer or obligation of permanent employment with the County, NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC 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 the the County including NMC harmless from any and all liability which County and NMC may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR NMC:	FOR CONTRACTOR:
Natividad Medical Center Attn: Contracts Manager 1441 Constitution Blvd. Salinas, CA 93906 Fax: 831-757-2592	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061 Phone: 877-333-4244 Fax: 781-792-1010 Email: wastepickup@cleanharbors.com

14. **MISCELLANEOUS PROVISIONS.**

- 14.01 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 professional services required to be rendered under this Agreement.
- 14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 14.03 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.
- 14.04 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.05 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 14.06 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.
- 14.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

- 14.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California with venue and jurisdiction being the County of Monterey.
- 14.11 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.12 Construction of Agreement. NMC 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.
- 14.13 Authority. Any individual executing this Agreement on behalf of NMC 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.
- 14.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between NMC 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 NMC and the CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.15 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.
- 14.16 Severability. If any provision or any portion of any provision of this Agreement becomes invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

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

NATIVIDAD MEDICAL CENTER

By: _____
Deputy Purchasing Agent

Date: _____

Approved as to Form

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Chief Deputy Auditor/Controller

Date: _____

CONTRACTOR

Clean Harbors Environmental Services, Inc.

Contractor's Business Name*

By:



(Signature of Chair, President, or
Vice-President)*

MARK MONGER Regional VP of Sales
Name and Title

Date:

9/4/2018

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Name and Title

Date:

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.

EXHIBIT A:

Scope of Work / Payment Provisions

This Scope of Services is entered into by and between **THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER**, hereinafter referred to as "NMC" AND **CLEAN HARBOR ENVIRONMENTAL SERVICES, INC.**, hereinafter referred to as "CONTRACTOR" with a start date commencing upon the execution of this Agreement and is subject to terms and conditions of the Agreement.

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall come onto the NMC Campus to provide services including, but not limited to site remediation services, industrial maintenance services, lab pack and waste transportation and disposal services of rendered non-retrievable and unusable pharmaceutical waste on an as-needed basis.

II. CONTRACTOR Obligations:

- a. CONTRACTOR shall dispose of waste materials at a Clean Harbors' treatment, storage and disposal ("TSD") facility or at another licensed TSD facility approved by CONTRACTOR.
- b. CONTRACTOR under this agreement, shall act as the transporter of waste, shall collect and manage the disposal of Non-retrievable Substance Waste.
- c. CONTRACTOR shall use appropriate methods, equipment and practices required by all federal, state and local laws and regulations as well as industry recommended and approved methods, equipment and practices to ensure that no discharges, releases, spills or leakage occurs during the packaging, loading, transportation, storage and disposal of wastes to be managed under this contract. In the event of an accidental spill (from a CONTRACTOR) CONTRACTOR is responsible for having supplies (brushes, absorbent, cleaners, etc.,) on site to properly clean up the spill.
- d. CONTRACTOR shall provide all personnel including, but not limited to chemists and trained technicians, materials, tools and equipment necessary for the acceptance, handling, packaging, and transportation of the wastes. All packaging, labeling and marking shall be performed in full accordance with all applicable federal, state and local laws and regulations.
- e. CONTRACTOR's chemist(s) shall have credentials and certifications to satisfy all applicable federal, state and local laws and regulations governing training for handling, identification, profiling, segregating, packaging, labeling, marking and transporting of containers (drums).
- f. CONTRACTOR's technicians shall have expertise in the following activities, including, but not limited to, vehicle unloading and wastes handling, segregating,

packaging, labeling and marking. Technicians shall have the appropriate level of training, for the duties they are to perform, as required by applicable federal, state and local laws.

- g. CONTRACTOR shall not be held responsible for replacing drums that are removed from NMC. CONTRACTOR shall only replace drums purchased solely through Clean Harbors.

III. NMC Obligations:

- a. NMC shall manage controlled substances in accordance with the regulations issued and recommended by the U.S. Drug Enforcement Administration (DEA) and U.S. Environmental Protection Agency (EPA) regardless of whether the materials are considered hazardous or non-hazardous under RCRA.
- b. NMC shall dispose of controlled substance waste, liquid form and solid form, into the proper cartridges of a waste management system that renders controlled substances non-recoverable.
- c. NMC shall safely place full cartridges into approved drums
- d. NMC shall provide a waste profile sheet or similar document to Clean Harbors describing the waste materials and its characteristics.
- e. NMC shall provide training to the appropriate staff on types of materials that can be placed into the 55-gallon drums.
- f. NMC shall replace drums

IV. Pricing/Fees:

CONTRACTOR shall invoice NMC in accordance with the services described herein. No additional fees will be invoiced to NMC. The price breakdown for this agreement is as follows:

a. Pickup & Transportation Fee(s):

- I. \$612.00 Minimum charge is per pickup
- II. Minimum charge covers up to ten (10) drums
- III. An additional \$61.00 is added to the minimum charge per additional drum

- IV. Demurrage charge of \$107.00 per hour will apply if the exceeded loading time of 0.5 hour(s) occurs. One (1) drum is allowed up to 0.5 hours of standby time. Fees are as follows:

Number of Containers (drums)	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)
26 to 35	1.25 hour(s)
36 to 40	1.5 hour(s)
41 to 45	1.5 hour(s)
46 to 50	1.75 hour(s)
51 to 80	2 hour(s)

b. Disposal Fee:

- I. \$155.00 per 55-gallon drum not to exceed 174lbs per drum
- II. Drum weight surcharge will be applied for drums excess weight limit

Rate	Minimum Weight Limit	Maximum Weight Limit
\$1.20 per lbs.	177.10	178.00
\$0.80 per lbs.	176.10	177.00
\$0.40 per lbs.	175.00	176.00

c. EPA Electronic Manifest Fee:

- I. A fee of \$10.00 shall be applied to the invoice for every manifest that is used to ship waste to the Clean Harbors facility. (*Pickup of drums shall be shipped on one manifest*)

d. California Road Recovery Act Fee:

- I. The mandatory California Road Recover Act fee of 2% shall be calculated based on the total invoice excluding taxes.

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e. **Per Invoice Energy Charge:**

CONTRACTOR shall apply a variable recovery fee to each invoice which comprise of a fixed 1.5% charge for insurance; a fixed 0.5% charge for security costs; and a variable charge for energy costs that is adjusted monthly (on the first Wednesday of the month) based on the national average diesel prices from the U.S. Department of Energy.

The prices on these indexes are published by the U.S. Department of Energy and Clean Harbors Environmental Services, Inc. is not responsible for the information provided: The energy fee is determined from the following table:

Diesel Price Range			Diesel Price Range		
Energy Fee	Surcharge (% of Invoice)		Energy Fee	Surcharge (% of Invoice)	
< \$1.10/gal	0.00%	2.00%	3.01 - 3.10	10.50%	12.50%
1.11 - 1.20	1.00%	3.00%	3.11 - 3.20	11.00%	13.00%
1.21 - 1.30	1.50%	3.50%	3.21 - 3.30	11.50%	13.50%
1.31 - 1.40	2.00%	4.00%	3.31 - 3.40	12.00%	14.00%
1.41 - 1.50	2.50%	4.50%	3.41 - 3.50	12.50%	14.50%
1.51 - 1.60	3.00%	5.00%	3.51 - 3.60	13.00%	15.00%
1.61 - 1.70	3.50%	5.50%	3.61 - 3.70	13.50%	15.50%
1.71 - 1.80	4.00%	6.00%	3.71 - 3.80	14.00%	16.00%
1.81 - 1.90	4.50%	6.50%	3.81 - 3.90	14.50%	16.50%
1.91 - 2.00	5.00%	7.00%	3.91 - 4.00	15.00%	17.00%
2.01 - 2.10	5.50%	7.50%	4.01 - 4.10	15.50%	17.50%
2.11 - 2.20	6.00%	8.00%	4.11 - 4.20	16.00%	18.00%
2.21 - 2.30	6.50%	8.50%	4.21 - 4.30	16.50%	18.50%
2.31 - 2.40	7.00%	9.00%	4.31 - 4.40	17.00%	19.00%
2.41 - 2.50	7.50%	9.50%	4.41 - 4.50	17.50%	19.50%
2.51 - 2.60	8.00%	10.00%	4.51 - 4.60	18.00%	20.50%
2.61 - 2.70	8.50%	10.50%	4.61 - 4.70	18.50%	20.00%
2.71 - 2.80	9.00%	11.00%	4.71 - 4.70	19.00%	21.00%
2.81 - 2.90	9.50%	11.50%	4.81 - 4.80	19.50%	21.50%
2.91 - 3.00	10.00%	12.00%	4.91 - 4.90	20.00%	22.00%

If the diesel rate rises above \$5.00, the 12% will be increased by 0.5% will apply for every \$0.10 increase in diesel rate. The rate for energy costs will change (up or down) if the average price of diesel has changed from the previous range for a period of more than two out of the previous three weeks. CONTRACTOR reserves the right to update or modify the fuel table without prior notice to NMC and apply the new rate to the invoice(s).

- f. Sales tax is not applicable to pick-up, transportation and disposal services, but only the purchase of goods.
- g. CONTRACTOR may impose an additional charge require same day or next day service.
- h. CONTRACT shall charge a cancellation fee if services are cancelled within 72 hours of scheduling
- i. Travel expenses will not be reimbursed under this Agreement
- j. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- k. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- l. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- m. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Exhibit B: Additional Risk Provisions

The additional risk provisions will be attached to the County of Monterey Agreement for Services (hereinafter "Agreement") by and between **Clean Harbors Environmental Services, Inc.**, (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC").

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be added to the current Agreement as follows:

- I. Title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from NMC to Contractor at the time Contractor takes possession of and removes waste materials from the place of transfer, or at the time Contractor accepts delivery of the waste materials at its TSD facility, whichever is applicable. Waste materials which are discovered to be non-conforming may be rejected by Contractor. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with NMC. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to Contractor or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.

Waste materials discovered by Contractor to be non-conforming, if in Contractor possession, shall be prepared for lawful transportation by Contractor and returned to NMC within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. NMC shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

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**EXHIBIT C:
ADDENDUM NO. 1**

**TO AGREEMENT BY AND BETWEEN
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR WASTE TRANSPORTATION AND DISPOSAL SERVICES OF RENDERED NON-
RETRIEVABLE AND UNUSABLE PHARMACEUTICAL WASTE**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Goods and/ or Services Involving Hazardous Materials (hereinafter "Agreement") by and between **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.** (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Paragraph 8, "INDEMNIFICATION", shall be amended to:
MUTUAL INDEMNIFICATION

- A. The Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.
- B. The County shall indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation

in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

II. Paragraph 9.02a, under "INSURANCE", shall be amended to:

9.02a. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 form, or a functional equivalent.

III. Paragraph 9.04, under "INSURANCE", shall be amended to:

In addition, to the extent that **any primary or excess liability policy** issued to CONTRACTOR with limits of liability in excess of the limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

IV. Paragraph 9.05, under "INSURANCE", shall be amended to:

General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of the following:

9.05a. General Aggregate: \$6 million

9.05b. Products/ Completion Operations Aggregate: \$6 million

9.05c. Personal and Advertising Injury: \$5 million

9.05d. Each Occurrence: \$5 million

V. Paragraph 9.06, under "INSURANCE", shall be amended to:

Pollution Legal Liability Coverage shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of the following: Each Occurrence... \$10 million.

VI. Paragraph 9.07, under "INSURANCE", shall be amended to:

Automobile Liability Coverage written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions;

endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of the following: Each Accident... \$10 million.

VII. Paragraph 9.09, under "INSURANCE", shall be amended to:

Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of the following:

9.09a. Each accident: \$1 million

9.09b. Disease - policy limit: \$1 million

9.09c. Disease - each employee: \$1 million

9.10 Blanket Crime Coverage shall cover losses of service charges received from

Customers and held by CONTRACTOR prior to remittance of CONTRACTOR payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option the County may secure and maintain that insurance at its expense and CONTRACTOR will pay the County reimbursement costs therefore. This remedy is in addition to the County's right to declare a Default and terminate the Agreement. Coverage shall be with limits of the following: Incidents of Employee Theft: ... \$5 million.

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Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<u>Natividad Medical Center</u>	<u>Clean Harbors Environmental Services, Inc.</u>
	
	Signature of Chair, President or Vice-President
Gary R. Gray, DO, CEO	<u>MARK MOONEY Regional VP of Sales</u>
	Printed Name and Title
Date	<u>9/4/2018</u>
	Date
<u>Approved as to Legal Provisions:</u>	
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	
	Printed Name and Title
<u>Approved as to Fiscal provisions:</u>	
Monterey County Chief-Deputy Auditor-Controller	<u>Signature Instructions</u>
	For 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 (two signatures required).
Date	