

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND NORTH  
STATE ENVIRONMENTAL**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and NORTH STATE ENVIRONMENTAL, hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10279), to provide hazardous waste management services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10279 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10279. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10279 dated April 7, 2011, including all attachments and exhibits
- Addendum #1
- CONTRACTOR'S Proposal dated May 6, 2011,
- AGREEMENT,
- Certificate of Insurance
- Additional Insured Endorsements

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFP #10279 including all attachments and

exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 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.
- 1.4 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.
  - 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 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.

## 2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- 2.2 CONTRACTOR shall provide hazardous waste management services which include but is not limited to:
  - 2.2.1 Spill assessment
  - 2.2.2 Emergency cleanup at illegal dump site locations and/or other location as designated by County.
- 2.3 CONTRACTOR shall provide hazardous waste transportation and disposal services which include but are not limited to:
  - 2.3.1 The removal and hauling of hazardous waste materials such as
    - paints (pints, quarts, 1 gallon, 5 gallon 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)

- 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, scrap metals (various), used tires, scrap emissions, contaminated rags, diesel particulate filter ash, used batteries, used wheel weights, pallets, used desiccants, used wood, used compressed natural gas cylinders.
- any other contaminated waste material as designated by County

2.3.2 Drum management

- 2.4 CONTRACTOR shall provide only DOT approved containers for use in the collection, transportation and disposal of any hazardous waste material.
- 2.5 Every 90 days or sooner as determined by County requirements at the County's discretion, CONTRACTOR shall remove hazardous waste material, sealed 55 gallon containers of waste oil (motor oil, hydraulic oil and transmission oil) and other hazardous waste containers from COUNTY yards (see Paragraphs 2.12 & 2.13) in compliance with COUNTY Environmental Health Department requirements.
- 2.6 CONTRACTOR shall provide appropriate containers to hold paint cans (pint, gallon and 5 gallon).
- 2.6.1 COUNTY will contact CONTRACTOR to remove the full containers which are to be replaced with empty containers.
- 2.7 CONTRACTOR shall provide appropriate containers for COUNTY to fill with aerosol paint spray cans, waste oils, and/or other hazardous waste materials.
- 2.7.1 CONTRACTOR shall remove the full containers to be replaced with empty containers at a minimum of every 90 days or sooner as determined by County.
- 2.8 CONTRACTOR shall properly dispose of hazardous waste material collected from COUNTY in compliance with all local, State and Federal law.
- 2.9 CONTRACTOR shall assume responsibility of all liability and risks during the collection, transport, and disposal of hazardous waste materials from County holding facilities during the performance of this AGREEMENT.
- 2.10 CONTRACTOR shall provide accurate and timely documentation (manifests, universal bills of lading, certificates of recycling, tracking reports, invoices, etc.).
- 2.11 CONTRACTOR shall be responsible for payment of all permit fees associated with hazardous waste disposal services.

2.12 Public Works Road 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

2.13 Fleet Management Locations

FLEET MANAGEMENT	855 East Laurel, Bldg. A Salinas, CA 93905
FLEET MANAGEMENT TORO PARK REPAIR SHOP	501 Monterey-Salinas Highway Salinas, CA 93908
VEHICLE FUELING STATIONS:	
	855 East Laurel, Bldg 41 Salinas, CA 93905
	Toro Park 501 Monterey-Salinas Highway Salinas, CA 93908
VEHICLE FUELING STATIONS:	
	Monterey County Courthouse 1200 Aguajito Road Monterey, CA 93940
	San Lorenzo Park 1160 Broadway Drive, King City, CA 93930
	2610 San Antonio Road South Shore Maintenance Yard Bradley, CA 93926

**3.0 TERM OF AGREEMENT**

3.1 The initial term shall commence with the signing of the AGREEMENT through and including September 15, 2014, with the option to extend the AGREEMENT for two (2) additional one year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

#### **4.0 COMPENSATION AND PAYMENTS**

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with EXHIBIT A - PRICING SHEET attached hereto.
  - 4.1.1 The total paid to CONTRACTOR under RFP #10279 shall not exceed \$95,000 over the initial term of the AGREEMENT.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
  - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

#### **5.0 INVOICES AND PURCHASE ORDERS**

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Department of Public Works at the following respective division address as appropriate:
  - A. Fleet Management Division  
855 East Laurel, Bldg. A  
Salinas, CA 93905

B. Road and Bridge Maintenance Division  
855 East Laurel, Bldg. B  
Salinas, CA 93905

- 5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 INDEMNIFICATION

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.

## 7.0 INSURANCE

- 7.1. 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 incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required herein, or 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 the COUNTY and CONTRACTOR.

- 7.2. 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:
  - 7.2a. "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;
  - 7.2b. 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
  - 7.2c. 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".
- 7.3. 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.
- 7.4. 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).
- 7.5. 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:
  - 7.5a. General Aggregate: \$11 million - (\$2M General Aggregate & \$9M Umbrella Liability)
  - 7.5b. Products/Completion Operations Aggregate: \$11 million - (\$2M General Aggregate & \$9M Umbrella Liability)
  - 7.5c. Personal and Advertising Injury: \$10 million - (\$1M General Liability each occurrence & \$9M Umbrella Liability)
  - 7.5d. Each Occurrence: \$10 million - (\$1M General Liability each occurrence & \$9M Umbrella Liability)

- 7.6. 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:....\$10 million.
- 7.7. 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.
- 7.8. If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
- 7.9. 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:
- 7.9a. Each accident: \$1 million
  - 7.9b. Disease - policy limit: \$1 million
  - 7.9c. Disease - each employee: \$1 million

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.

8.2 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.

8.3 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.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount. CONTRACTOR shall not subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County. Notwithstanding any such subcontracting, CONTRACTOR shall continue to be liable for the performance of all requirements of AGREEMENT.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in AGREEMENT.

## 11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances,

regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

### **13.0 FORCE MAJEURE**

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

### **14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

### **15.0 EMERGENCY SITUATIONS**

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis, and pursuant to the Resource Conservation and Recovery Act (RCRA).

County expects emergency response by CONTRACTOR to occur within two (2) hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for response during emergency situations. Emergency site location(s) and estimated arrival time will be mutually agreed upon if possible based on the circumstances of the emergency, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

## 16.0 HAZARDOUS MATERIALS

- 16.1 CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and any state laws, including but not limited to Health and Safety Code Division 20, Chapter 6.5, while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the collection, transportation and disposal or release of any hazardous material during the performance of this AGREEMENT. COUNTY does not take responsibility for the improper collection, packaging and/or transportation of any hazardous materials collected from COUNTY during collection, while in transit, during disposal or upon storage of materials obtained through services performed for this AGREEMENT.
- 16.2 Once the collection of materials has commenced, CONTRACTOR has exercised control of and taken possession of the hazardous waste, and the assumption of risk and liability is with CONTRACTOR. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material.

## 17.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:  
Contracts/Purchasing Officer  
County of Monterey,  
Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
DerrM@co.monterey.ca.us

TO CONTRACTOR:  
North State Environmental  
220 South Spruce Ave., Ste. 200  
South San Francisco, CA 94080-4560  
Tel. No: 650-588-2838  
FAX No: 650-588-1950  
Email: nsehome@aol.com

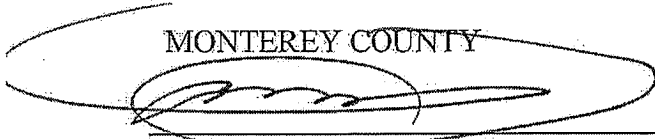
### 18.0 LEGAL DISPUTES

- 18.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 18.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 18.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 18.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

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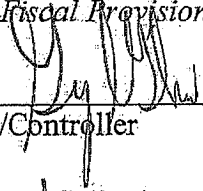
IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 10-4-11

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

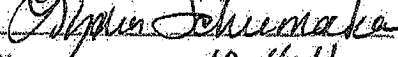
Dated: 10-4-11

RISK MANAGEMENT

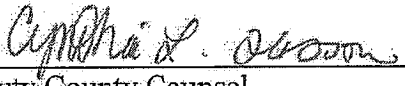
Approved as to Liability Provisions:

COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Risk Management

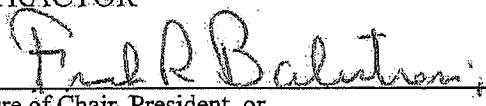
By:   
Dated: 10-4-11

Approved as to Form:

  
Deputy County Counsel

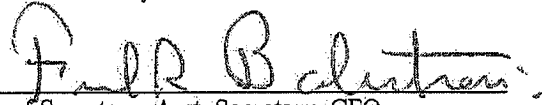
Dated: 9-30-11

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

FRANK R. BALISTRERI,  
Printed Name and Title President C<sup>2</sup>

Dated: 9/23/2011

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

FRANK R. BALISTRERI,  
Printed Name and Title Secretary C<sup>2</sup>

Dated: 9/23/2011

\*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.

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## EXHIBIT A – PRICING SHEET

Item No.	Unit of Measure	Class	Price Per Hours/Units
<b>LABOR</b>			
1	Hourly	Project Supervisor / Analyst	\$40.00
2	Hourly	Operator / Technician (Hazwoper trained)	\$35.00
3	Overtime Hourly	Project Supervisor / Analyst	\$55.00
4	Overtime Hourly	Operator / Technician (Hazwoper trained)	\$40.00
<b>EQUIPMENT - Based on hourly rates for twenty-four (24) hour day, no overtime or</b>			
5	Hourly	Truck: Light (Pickup/Van, 1-ton or less)	\$24.00
6	Hourly	Truck: Heavy (Stake bed 40-drum) with lift gate	\$24.00
7	Hourly	Truck: Vacuum (110/130 barrel)	\$50.00
8	Hourly	Truck/Tractor: (Van/Trailer) min. 40ft. trailer with lift gate	\$140.00
9	Monthly	10-20 cu. yd. Bins (covered, roll-top/lift top)	\$50.00
10	Monthly	10-20 cu. yd. Bins (covered, tarp)	\$50.00
11	Monthly	20-40 cu. yd. Bins (covered, roll-top/lift top)	\$50.00
12	Monthly	20-40 cu. yd. Bins (covered, tarp)	\$50.00
<b>MATERIALS</b>			
13	Unit	Plastic Drums, New (55-gallon) with lid	\$64.00
14	Unit	Over Pack, Metal (85-gallon) with lid	\$125.00
15	Unit	*Metal Drums (30-gallon) with lid	\$65.00
16	Unit	*Metal Drums (55-gallon) with lid	\$55.00
17	Unit	*Metal Drums (30-gallon) closed top	\$48.00
18	Unit	*Metal Drums (55-gallon) closed top	\$45.00
19	Unit (Vermiculite)	*Packing/Absorbent Materials Vermiculite (20-pounds)	\$12.00
20	Unit	Packing/bagged – clay absorbent (33-pounds)	\$7
* Metal drums may be reconditioned with the appropriate certification			
21	Unit	Steel open top 55 gallon with hazardous waste label affixed*	\$67.00
22	Unit	Steel open top 30 gallon with hazardous waste label affixed*	\$57
23	Unit	Steel closed top 55 gallon with hazardous waste label affixed*	\$57
24	Unit	Steel closed top 30 gallon with hazardous waste label affixed*	\$50
*See EXHIBIT B – HAZARDOUS WASTE LABEL SAMPLES			
Additional containers sizes			
	Unit	Fiber 55 gallon, open top	\$51
	Unit	Fiber 30 gallon, open top	\$32
		Fiber 15 gallon, open top	\$28.00
		Fiber 5 gallon plastic	\$14.00

Note: Monterey County Sales Tax for supplies only.

## EXHIBIT A – PRICING SHEET cont'd

Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gal Drum	Price per 5-gal Drum	Price per Lab Pack
Aerosols (including spray cans, emission canisters, etc.)	Incineration	\$120.00	\$1,200	\$320	\$140	\$320
Antifreeze	Recycle	0.32	640	160	90	160
Batteries, used Non-Auto	Recycle	2	1,400	350	120	350
Brake Shoes & Clutches	Recycle	0.32	640	160	120	160
Compressed Natural Gas Cylinders, used	See attachment	-	-	-	-	-
Contaminated waste (i.e. spill sweep, rags)	Incineration	6	1,000	250	140	25
Diesel Particulate Filter Ash	Landfill	6	640	160	120	160
Desiccants, used	Landfill	6	640	160	120	160
Fertilizers	Incineration	3	1,400	350	140	350
Fuels	Recycle	0.4	200	200	100	300
Motor Vehicle Filters (various)	Recycle	0.8	240	60	30	60
Glues	Depends	0.5	840	220	140	300
Home Cleaners	Depends	0.5	840	220	140	300
Industrial Processing Fluids	Depends	0.5	840	220	140	300
Mercury	Recycle	300	6,000	1,500	300	300
Misc. Corrosive Liquids	Incineration/neutralization	0.7	1,400	350	140	400
Misc. Flammable Liquids	Incineration or recycling	0.6	960	240	140	350
Misc. Organic Peroxides	Incineration	1.2	2,400	600	180	600
Misc. Toxics	Incineration	0.7	1,800	450	400	400
Oils, waste	Incineration or recycling	0.6	0	240	140	350
Paint, Latex	Recycled	0.35	480	160	90	160
Paint, Mixed	Incineration	0.5	800	250	120	250
Paint, Oil-based	Incineration	0.5	800	250	120	250
Paint Thinners	Incineration	0.6	960	240	140	350
Pallets	Incineration	0.25	75	-	-	-
Pesticides	Incineration	5	2,000	500	180	400
Pool Chemicals	Incineration	0.5	840	220	140	300
Propane Tanks	Recycle	1	400	100	10	100
Soil, contaminated	Depends on chemical	0.7	700	350	140	350
Tires, used (Auto)	Recycle	-	5.00 per tire	-	-	-
Scrap Emissions	Depends	0.5	600	150	140	200
Scrap Metals	Recycle	0.5	600	150	140	200
Wheel Weights, used	Recycle	0.5	600	150	140	200
Wood, used	Recycle	0.2	200	-	-	-
Other (list) Tire Truck	Recycle	-	20 per tire	-	-	-
Other (list) Battery Auto	Recycle	0.5	100	25	-	-
Other (list)						

\*Disposal Methods: R = Recycling F = Fuel Blending T = Treatment (Please note type)  
I = Incineration L = Landfill

### GAS CYLINDERS

Type	Lecture Bottle	Large
Flammable	\$550.00	\$750.00
Non-flammable	\$450.00	\$650.00
Gases Toxic by Inhalation	\$950.00	\$1,800.00

