

Attachment B

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Monterey County Board of Supervisors

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

Board Order

Agreement No. A-14378

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez, to:

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Agreement for Sanitation Units and Service for Fixed Restroom Structures at Weathertech Raceway Laguna Seca with Star Sanitation, LLC. The term of the Agreements will begin July 1, 2019 and terminate June 30, 2024. Work contracted under these Agreements shall not exceed a total aggregate of \$750,000 for all Agreements issued under RFP #10704 in accordance with the terms and conditions set within each Agreement; and
- b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign additional Agreements for Sanitation Units and Service for Fixed Restroom Structures for Weathertech Raceway Laguna Seca with qualified contractors who meet the minimum requirements for the County of Monterey, as set forth in RFP #10704, and which comply with the County of Monterey standard terms and conditions. Any such additional agreements will not affect the total aggregate amount authorized, which shall remain \$750,000 in aggregate for all Agreements issued under RFP #10704. Any such additional agreements shall terminate June 30, 2024.

PASSED AND ADOPTED on this 18th day of June 2019, by the following vote, to wit:

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

NOES: None

ABSENT: None

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 June 18, 2019.

Dated: June 19, 2019
File ID: 19-0468
Agenda Item No.: 68

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

Valerie Ralph, Clerk of the Board

**COUNTY OF MONTEREY STANDARD AGREEMENT
BETWEEN THE COUNTY
AND
STAR SANITATION, LLC.
RFP 10704 – SANITATION UNITS AND MAINTAINING FIXED RESTROOM
STRUCTURES
FOR WEATHERTECH LAGUNA SECA RACEWAY**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: **STAR SANITATION, LLC.**, (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 SCOPE OF SERVICES**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Sanitation Units and Service for fixed restroom structures at Weathertech Laguna Seca Raceway.

2.0 TERM OF AGREEMENT.

2.01 The term of this Agreement will be for a period of five (5) years from **July 1, 2019 to June 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 the County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

2.02 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.

3.0 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

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10704 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10704**

- **CONTRACTOR’S Proposal Package dated February 15, 2019.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B PRICING SHEET**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$750,000.00.
- 4.03 Prices shall remain firm for the initial term of this Agreement.
 - 4.03.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.03.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.04 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.05 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 required payment in less than 30 days.
- 4.06 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.
- 4.07 Tax:
 - 4.07.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.07.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

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 INVOICES.

6.01 Invoice amounts shall be billed directly to the ordering department.

6.02 CONTRACTOR shall reference **RFP #10704** on all invoices submitted to County to the attention of Contract Administrator. 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.

6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:

- County Department receiving services.
- Purchase order number under which invoice is to be charged.
- Services Provided.
- Date(s) of services.
- All applicable tax shall be included as a separate line item.

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 upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "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.

8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other 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.

8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, 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, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

9.2 Qualifying Insurers: All coverages, 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 the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

- 9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- (i) 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.
 - (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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.
 - (iv) 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.
- 9.4.2 Each liability policy shall provide that 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 9.4.3 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.
- 9.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. 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 an AGREEMENT, which shall continue in full force and effect.
- 9.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an 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 an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with 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 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.
- 10.02 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.

- 10.03 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.
- 10.04 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.
- 10.05 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.

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 at all times 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 particular 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 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: County of Monterey c/o Lavonne Chin	FOR CONTRACTOR: Star Sanitation, LLC.
Name and Title	Name and Title
168 W. Alisal St. 3 rd Floor Salinas, CA 93901	4 Harris Rd. Salinas, CA. 93908
Address	Address
(831)759-7214	(831) 754-6794
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 an important element. Time is an important element in each and all 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.
- 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.

-----*This section left blank intentionally*-----

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
STAR SANITATION, LLC.

By: 

Contracts/Purchasing Officer

Date: 6/26/19

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: 
Deputy County Counsel

Date: 6/4/19

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 6/5/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

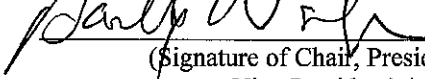
*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth 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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required


³Approval by Risk Management is required only if changes are made in sections 8 or 9

Contractor's Business Name*

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

Bertley Walker - President
Name and Title

Date: 5-28-2019

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

Carrie Boer - Controller
Name and Title

Date: 5/28/19

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10704)

- 5.1 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, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 The Scope of Work includes but is not limited to the items set forth in sections 5.3 through 5.8, below:
- 5.3 CONTRACTOR shall provide the following unit(s) and/or service as requested by the COUNTY. Depending upon the circumstances, both County-owned and CONTRACTOR-owned units may be required. In all situations, the Scope of Work will include the provision of portable toilet services as outlined in 5.3.4, below.
- 5.3.1 CONTRACTOR shall provide all materials, equipment, and manpower necessary to perform work as requested by the COUNTY.
- 5.3.2 CONTRACTOR shall provide portable toilet unit(s) as requested by the COUNTY, to be delivered in the following condition:
- 5.3.2.1 Unit must be made of a polyethylene or plastic like material.
- 5.3.2.1 Unit must be clean and undamaged.
- 5.3.2.2 Unit must be charged with fresh chemical.
- 5.3.2.3 Unit tissue paper dispensers must be stocked
- 5.3.2.4 CONTRACTOR shall deliver units to location determined by COUNTY. Location may be address or GPS coordinates.
- 5.3.2.5 CONTRACTOR shall provide all material, equipment, and manpower required for removal.
- 5.3.2.6 CONTRACTOR shall remove provided units by end of the rental period as specified by the County.
- 5.3.3 CONTRACTOR shall provide portable toilet relocation services as directed, to include the following work:
- 5.3.3.1 CONTRACTOR shall move portable toilet and hand wash units as requested by COUNTY.
- 5.3.3.2 Units must be moved to location provided by COUNTY.
- 5.3.3.3 CONTRACTOR must level units in new location as requested by COUNTY.
- 5.3.4 CONTRACTOR shall provide portable toilet service as requested by COUNTY. Service shall include:
- 5.3.4.1 Sanitize unit(s).
- 5.3.4.2 Remove dirt and grime from unit(s).
- 5.3.4.3 Rinse tank and urinal with fresh chemical.
- 5.3.4.4 Pump out, dry, and recharge tank with fresh chemical.

- 5.3.4.5 Stock tissue paper dispensers.
- 5.3.4.6 Leave verification of service within unit(s).
- 5.3.4.7 Service shall be provided on a one-time or a scheduled basis, as requested by the COUNTY.

5.3.5 CONTRACTOR shall provide continual on-site event service as requested, that meets the following specifications.

- 5.3.5.1 A minimum of two vacuum service trucks for holding waste must be available for any given event at any time.
- 5.3.5.2 Additional trucks must be available on an emergency basis when the need arises.
- 5.3.5.3 Trucks must have a minimum of one thousand (1,000) gallon capacity.
- 5.3.5.4 Trucks must be staffed by a driver and helper.
- 5.3.5.5 Crew(s) shall keep designated portable toilet units pumped, clean, odor free, and stocked with supplies for duration of the event.
- 5.3.5.6 CONTRACTOR shall pump gray water holding tanks and septic tanks as requested by the department.
- 5.3.5.7 One (1) truck must remain on site at all times during service period.
- 5.3.5.8 Truck(s) must be in the required area at the time scheduled by the COUNTY.

5.5 CONTRACTOR(s) shall submit a Portable Toilet Sanitation Plan for the rental units, and also the permanent restroom facilities which would cover all events.

5.5.1 The sanitation plan must include the following:

- 5.5.1.1 The number of portable toilets that will be required for the event.
- 5.5.1.2 A listing or map of the placement locations of the units.
 - 5.5.1.2.1 Contractor shall provide GPS coordinates for locations if requested by County.
- 5.5.1.3 Pumping capabilities the CONTRACTOR will provide.
- 5.5.1.4 Provisions for cleaning units during the event.
- 5.5.1.5 Facility layout.
 - 5.5.1.6 Location of chemical toilet units.
 - 5.5.1.7 Scheduling requirements, days and times of service.
 - 5.5.1.8 Service routine and maintenance standards.

5.5.2 Contractor shall train its staff (i.e. dispatchers, drivers, etc.) regarding the above plan items after the sanitation plan is approved.

5.6 CONTRACTOR shall, upon request by COUNTY, provide a manifest detailing the amount of waste removed in the performance of work done on behalf of the COUNTY.

5.7 All materials and methods of service are subject to the standards set forth by the County of Monterey Health Department, and the Monterey Regional Water Pollution Control Agency, where applicable.

- 5.8 CONTRACTOR shall submit upon request by COUNTY a copy of the material safety data sheet (MSDS) for all materials used by the CONTRACTOR(s) with regard to performing the tasks required within this proposal.

-- End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10704)

Company Name: STAR SANITATION, LLC.

ATTACHMENT A: PRICING SCHEDULE

Item Description	Rental Price	Servicing Price	Additional Fees (i.e. delivery, set up, pick up, etc.)
Relocation of Monterey County basic unit	\$10.00	\$9.50	
Relocation of Monterey County ADA unit	\$10.00	\$9.50	
Basic ground unit restroom	\$45.00	\$9.50	Delivery Fee= No Charge Relocation= \$10.00 per unit
Standard ground unit restroom	\$65.00	\$9.50	Delivery Fee= No Charge Relocation= \$10.00 per unit
ADA compliant ground unit restroom	\$100.00	\$9.50	Delivery Fee= No Charge Relocation= \$10.00 per unit
Flash ground unit restroom	\$125.00	\$9.50	Delivery Fee= No Charge Relocation= \$10.00 per unit
Hand wash station	\$45.00	\$9.50	Delivery Fee= No Charge Relocation= \$10.00 per unit
Grey / Waste water holding tank	\$75.00	\$65.00	Delivery Fee= No Charge Relocation= \$10.00 per unit
VIP Single – restroom unit	\$325.00	\$35.00	Delivery Fee= No Charge
VIP Double – restroom trailer unit	\$650.00	\$70.00	Delivery Fee= No Charge
VIP Plus – restroom trailer unit	\$750.00	\$170.00	Delivery Fee= No Charge
Vice Presidential Suite – restroom trailer unit	\$2,420.00	\$170.00	Delivery/Set-Up= \$250.00 Required Cleaning Fee= No Charge
Presidential Suite – restroom trailer unit	\$3,520.00	\$170.00	Delivery/Set-Up= \$250.00 Required Cleaning Fee= No Charge
Royal Presidential Suite – restroom trailer unit	\$3,520.00	\$170.00	Delivery/Set-Up= \$280.00 Required Cleaning Fee= No Charge
Pots & Pans Wash Station Trailer - "Hippo"	\$750.00	\$360.00	Delivery/Set-Up= No Charge Required Cleaning Fee= No Charge
25kw Generator (to go with powered unit)	\$188 Day \$488 Week \$1,200 Month		Upon Availability
70kw Generator (to go with powered unit)	\$220 Day \$650 Week \$1,645 Month		Upon Availability
Pumper Truck Standby Time (per hour)	\$143.75		
Restroom Attendant (per hour - weekday) <i>PERMANENT RESTROOMS & PORTABLE UNITS / TRAILERS</i>		\$38.00	
Restroom Attendant (per hour - weekend) <i>PERMANENT RESTROOMS & PORTABLE UNITS / TRAILERS</i>		\$52.00	
Restroom Attendant (per hour - overtime) <i>PERMANENT RESTROOMS & PORTABLE UNITS / TRAILERS</i>		\$52.00	
RV Pumping		\$100.00	Refill non-portable water and pump Grey/Waste Tanks

-- End of Exhibit B --

**EXHIBIT C INCORPORATION OF RFP #107104 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10704, SANITATION UNITS AND SERVICES FOR WEATHERTECH LAGUNA SECA RACEWAY. STAR SANITATION, LLC. submitted a responsive and responsible proposal to perform the services listed in RFP #10704.

RFP #10704 and the Proposal submitted by STAR SANITATION, LLC. is hereby incorporated into the Agreement by this reference.

-- End of Exhibit C --

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Agreement - Star Sanitation, LLC.
May 1, 2019 – April 30, 2024
Not to Exceed \$750,000.00
RFP 10704 – Sanitation Units and Services for fixed restroom Structures
Weathertech Laguna Seca Raceway

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