



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-04-2013

DO 9600 0000006031

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

V E N D O R	DISASTER KLEENUP SPECIALISTS MONTEREY BAY INC P O Box 1340 Seaside CA 93955	S H I P T O	NATIVIDAD MEDICAL CENTER 1441 CONSTITUTION BLVD SALINAS CA 93906	B I L L T O	NATIVIDAD MEDICAL CENTER P O BOX 81611 SALINAS CA 93912-1611
VENDOR NUMBER: CV000001476		DELIVERY DATE:		F.O.B.:	

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		94899	PURCH DESC: CC: 8441 This Purchase Order is issued to Disaster Kleenup Specialists for Hazardous Waste Transportation and Disposal Services at Natividad Medical Center. All services shall be provided in accordance with terms, conditions, and exhibits of the approved County of Monterey Agreement. Term of agreement is 10-17-11 through 6-30-14 unless sooner terminated pursuant to the term of the agreement. This Purchase Order is valid 7-1-13 through 6-30-2014. A new Purchase Order will be issued after that time pursuant to the current agreement. The total of this Purchase Order is not to exceed \$100,000 COMM LINE DESC: Hazardous Waste Transportation and Disposal Services <div style="background-color: #e0e0e0; padding: 2px;"> 451 - 9600 - 8142 - NMC001 - 6613 - - - - - 100000.00 </div>	.00	.00	100,000.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY
ORDER TOTAL 100,000.00

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
 TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 11/06/13

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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Details Reports

File #:	A 13-201	Name:	Disater Kleenup Renewal & Amendment #2
Type:	BoS Agreement	Status:	Consent Agenda
File created:	7/21/2013	In control:	Board of Supervisors
On agenda:	8/27/2013	Final action:	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 2 to the Agreement with Disaster Kleenup Specialist for Hazardous Waste Transportation and Disposal Services at NMC, extending the Agreement to June 30, 2014 and adding \$40,000 for a revised total Agreement amount not to exceed \$120,000 in the aggregate.

Sponsors: Sid Cato

Attachments: [1. Disaster Kleenup Specialists Spend Sheet](#), [2. Disaster Kleenup Renewal & Amendment # 2](#), [3. Completed Board Order](#)

History (0) Board Report

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 2 to the Agreement with Disaster Kleenup Specialist for Hazardous Waste Transportation and Disposal Services at NMC, extending the Agreement to June 30, 2014 and adding \$40,000 for a revised total Agreement amount not to exceed \$120,000 in the aggregate.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 2 to the Agreement with Disaster Kleenup Specialist for Hazardous Waste Transportation and Disposal Services at NMC, extending the Agreement to June 30, 2014 and adding \$40,000 for a revised total Agreement amount not to exceed \$120,000 in the aggregate.

SUMMARY/DISCUSSION:

Disaster Kleenup will provide all proper Hazardous Waste segregation, transporting, and disposal services as per the Joint Commission, the Department of Toxic Substances Control, the Occupational Safety and Health Administration (OSHA), the California Division of Occupational Safety and Health (Cal-OSHA), The Environmental Protection Agency (EPA), the Department of Transportation, and all other applicable local, state, and federal regulations and codes.

Hazardous waste is limited in the amount of time it may accumulate on a generator's site and the method of transportation, and must be disposed of on a regular basis in the proper manner to maintain compliance.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Renewal and Amendment No. 2 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Renewal and Amendment No. 2 as to fiscal provisions. The Renewal and Amendment No. 2 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Renewal and Amendment No. 2 is \$40,000 and is included in the Fiscal Year 2013/2014 Adopted Budget. There is no impact to the General Fund.

Prepared by: James Kari, Hospital Director of Engineering and Safety, 783-2602

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Renewal and Amendment No. 2, Original Agreement, Amendment Number 1, Spend Sheet
Attachments on file with the Clerk to the Boards Office



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.:A-12558

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 2 to the Agreement with Disaster Kleenup Specialist for Hazardous Waste Transportation and Disposal Services at NMC, extending the Agreement to June 30, 2014 and adding \$40,000 for a revised total Agreement amount not to exceed \$120,000 in the aggregate.

PASSED AND ADOPTED on this 27th day of August 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 76 for the meeting on August 27, 2013.

Dated: September 3, 2013
File Number: A 13-201

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**RENEWAL AND AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Disaster Kleenup Specialist AND
THE NATIVIDAD MEDICAL CENTER
FOR
Hazardous Waste Transportation and Disposal**

This Renewal and Amendment No. 2 to Professional Services Agreement ("Agreement"), dated October 17, 2011, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Disaster Kleenup Specialist (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2012 via a Renewal; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$40,000 because of the term extension and the increase in the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA717).
2. Section 3, "PAYMENTS BY COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$40,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA717) shall not exceed the total sum of \$120,000 for the full term of the Agreement.*"
3. Section 4, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from October 17, 2011 to June 30, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from October 17, 2011 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal are unchanged and unaffected by this Renewal and Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 2 and all previous amendments shall be attached to the original Agreement (No. MYA717).
6. The effective date of this Renewal and Amendment No. 2 is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 Terry Ream Dated 6/11/13
(Signature of Chair, President, or Vice-President)***

Printed Name Terry Ream Title Vice President

Signature 2 Theresa Ream Dated 6/11/13
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Printed Name Theresa Ream Title CFO + President

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature _____ Dated _____
Purchasing Manager

Signature [Signature] Dated 6/13/13
NMC - CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Anne Brauer
Deputy Attorney for County and NMC

Dated: June 20, 2013

Approved as to Fiscal Provisions:

By [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Dated: 6-21, 2013

**RENEWAL
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
DISASTER KLEENUP SPECIALIST**

THIS RENEWAL to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the Natividad Medical Center (County of Monterey), a political subdivision of the State of California (hereinafter, "County"), and Disaster Kleenup Specialists (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on October 17, 2011; and

WHEREAS, that Agreement expired on June 30, 2012; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2012, and increase the amount payable by \$40,000 to continue to provide services associated with Hazardous Waste Transportation and Disposal services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2012 to June 30, 2013 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$80,000.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD
MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 12-7-12

By: [Signature]
Department Head (if applicable)

Date: 11/20/12

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 12/7/12

By: [Signature]
Auditor/Controller

Date: 12/7/12

CONTRACTOR

Disaster Kleanup Specialists
Contractor's Business Name*** Monterey Bay Inc.

[Signature]
Signature of Chair, President, or Vice-President

Theresa Ream - President
Name and Title

Date: 9-18-12

By: [Signature]
Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer

Theresa Ream CEO
Name and Title

Date: 9-18-12

***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.

This Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") on behalf of Natividad Medical Center and Disaster Kleenup Specialists
(hereinafter "CONTRACTOR").

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

1. SERVICES TO BE PROVIDED.

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

Provide Hazardous waste transportation and disposal in accordance with all applicable laws and regulations.

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. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage of services performed for this Agreement.

3. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$\$40,000.

4. TERM OF AGREEMENT.

4.01 The term of this Agreement is from October 17, 2011 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

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

4.04 If the County 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 Insurance Modifications

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 the County, or immediate family of an employee of the County.

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 finish, 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 either 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. The County 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. 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.

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

9. **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 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.

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:

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

Insurance Modifications – Exhibit B attached

Initial and Date TR 10/19/11

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: \$5 million

Insurance Modifications – Exhibit B attached

Initial and Date TR 10/19/11

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: \$5 million

Insurance Modifications – Exhibit B attached

Initial and Date TR 10/19/11

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:

- 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 Customer 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 COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs therefore. This remedy is in

addition to 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:
N/A

Insurance Modifications -- Exhibit B attached

Initial and Date TR 10/19/11

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 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 dating 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 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. 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 any and all liability which County 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 the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<u>John N. ... CE</u> Name and Title	<u>Al Riam President</u> Name and Title
 Address	<u>5707 Ortiz Ave</u> Address
 Phone/Fax	<u>Sard City ca. 93955</u> <u>831-899-3938</u> Phone/Fax
 Email	<u>TLReam@Palshut.com</u> Email

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 the County 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 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.
- 14.06 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.

- 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 County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.12 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.
- 14.13 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.
- 14.14 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.
- 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, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: Jim C. [Signature]
Contracts/Purchasing Officer

Date: 10-20-11

[Signature]
Department Head
10/17/11
Date

Approved as to Form

By: [Signature]
Deputy County Counsel¹

Date: 10-20-11

Approved as to Fiscal Provisions

By: [Signature]
Deputy Auditor/Controller²

Date: RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Disability Provisions
APPROVED AS TO DISABILITY PROVISIONS/INSURANCE LANGUAGE

By: [Signature]
Risk Management

Date: 10-20-11

CONTRACTOR

Al Peam Disaster Cleanup
Contractor's Business Name* Specials

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

Theresa A Peam
Name and Title

Date: 10-17-11

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

Theresa A Peam
Name and Title

Date: 10-17-11

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



Disaster Kleenup Specialists

"Premier Full Service Restoration."

September 19, 2011

Ray Padilla
Natividad Medical Center
Engineering Dept. Bldg 900
1441 Constitution Blvd
Salinas, CA 93906

RE: Hazardous Waste 5507H

Mr. Padilla,

Disaster Kleenup Specialist Monterey Bay is pleased to provide you with Hazardous Waste Management Services.

LOCATION: Natividad Medical Center

DESCRIPTION: Disaster Kleenup Specialists will provide a certified Hazardous Waste Technical Team to properly segregate, lab pack, miscellaneous containers lab chemical, and other outdated and/or surplus chemicals. All of the waste will be generated will be considered hazardous, and manifested and transported to a fully permitted California Disposal Facility. All waste generated will be handled in accordance with all federal, state, and local regulatory protocol.

Disposal: See breakdown below	\$ 779.00
Transportation: 6 pcs.	\$ 330.00
Manifest Charge: Shipping documents	\$ 25.00
Profile: Waste description required by TSDF	\$ 150.00
Supplies Charge: (includes the drums & vermiculite)	\$ 385.00
Labor Charge: (Haz Mat Team, 6 hrs @ \$ 100.00/hr.)	\$ 600.00
Security Tax:	\$ 85.69
Estimated Total:	\$ 2,354.59



Disaster Kleenup Specialists

"Premier Full Service Restoration."

Breakdown:

Waste Description:	Drum Size:	Disp. Cost:	Trans Cost:
NON-RCRA Liquids (Waste Oil)	2 x 55 gal	\$ 133.65/ea.	\$ 65.00/ea.
NON-RCRA Solids (Oily Debris)	2 x 55 gal	\$ 127.00/ea.	\$ 65.00/ea.
Waste Formalin (lab pack)	1 x 5 gal	\$ 94.50/ea	\$ 35.00/ea.
Waste Corrosive Liquid (lab pack)	1 x 16 gal	\$ 163.20/ea.	\$ 35.00/ea.

County of Monterey PSA

Exhibit "B"

Construction Material Testing and Inspection Services At County Facilities

Modification of Insurance Requirements

Request Modification:

9.05 General Liability Insurance

Coverage Limits as follows:

9.05a General Aggregate: \$ 5 million

9.05b Products / Completion Operations Aggregate: \$ 5 million

9.05c Personal and Advertising Injury: \$ 5 million

9.05d Each Occurrence: \$ 5 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.06 Pollution Legal Liability Coverage

Last statement modifies to read:

Coverage shall be with limits of less than the following: Each Occurrence: \$5 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.07 Automobile Liability Coverage

Coverage shall be with limits of less than the following: Each Occurrence: \$1 million

Justification: For the scope of work anticipated for the Contractor, County's potential risk warrants coverage limits as proposed above.

9.10 Blanket crime Coverage

Delete requirement NIA

Justification: For the scope of work anticipated for the Contractor, the County will not be exposed to losses otherwise covered under Blanket Crime Coverage.

Exhibit "B"

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bozzuto & Associates Insurance One Almaden Blvd Suite 810 San Jose, CA 95113 Andrea Hering	800-989-8712 408-288-7130	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Disaster Kleenup Specialists Monterey Bay Inc. Vendor ID 305202 P. O. Box 1340 Seaside, CA 93955	INSURER A: Nautilus Insurance Co		17370
	INSURER B: Great Divide Insurance Company		25224
	INSURER C: Peerless Insurance Company		24198
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ECP01533527-11	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ECP01533527-11	07/01/12	07/01/13	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CPL					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	BAP1533525-11	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		FFX1533526-11	07/01/12	07/01/13	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA1533524-12	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Section		CBP 8919241	07/01/12	07/01/13	BPP/DED 386316/2500
C	Equipment Floater		CBP 8919241	07/01/12	07/01/13	Rtd/Lease 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Monterey, its officers, agents and employees are named as additional insured per attached endorsements. Insurance is primary and non-contributory.

CERTIFICATE HOLDER **CANCELLATION**

NATIVID Natividad Medical Center Engineering Department Bldg 900 P.O. Box 81611 Salinas, CA 93912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B – GENERAL LIABILITY**
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO - ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

YEAR

2013

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name Disaster Kleanup Specialists Monterey Bay, Inc.		Vendor/Payee's <input type="checkbox"/> SOS. no.	<input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN
Vendor/Payee's address (number and street) 567 Cortez Ave		Note: Failure to furnish your identification number will make this certificate void.	
City Sand City		APT no.	Private Mailbox no.
State CA		Vendor/Payee's daytime telephone no. (831) 899 3938	
ZIP Code 93955			

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Irrevocable Trusts:

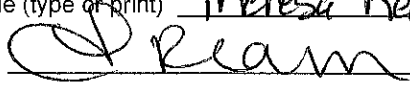
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

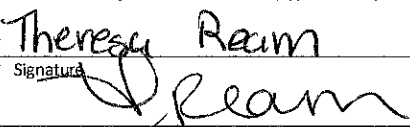
CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Theresa Beam for Disaster Kleanup Specialists
Vendor/Payee's signature ▶  Date 6/11/13

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 9-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: <u>mcvss@co.monterey.ca.us</u> Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.										
2	VENDOR'S LEGAL NAME (as shown on your income tax return) Disaster Kleanup Specialists BUSINESS NAME / DBA (if different from line 1) Monterey Bay, Inc. MAILING ADDRESS PO Box 1340 Seaside CA 93955 ADDITIONAL MAILING ADDRESS CITY, STATE, ZIP CODE	SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both PHONE NUMBER FAX NUMBER 831-899-3938 831-899-2784 E-MAIL ADDRESS ryan@disasterklean.com jeff@disasterklean.com REMIT-TO ADDRESS PO Box REMIT-TO CITY, STATE, ZIP CODE										
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input type="checkbox"/> OTHER: ▶ <input type="checkbox"/> Partnership SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align:center;">7</td> <td style="width:10%; text-align:center;">7</td> <td style="width:10%; text-align:center;">-</td> <td style="width:10%; text-align:center;">0</td> <td style="width:10%; text-align:center;">0</td> <td style="width:10%; text-align:center;">2</td> <td style="width:10%; text-align:center;">9</td> <td style="width:10%; text-align:center;">0</td> <td style="width:10%; text-align:center;">1</td> <td style="width:10%; text-align:center;">5</td> </tr> </table> For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.	7	7	-	0	0	2	9	0	1	5
7	7	-	0	0	2	9	0	1	5			
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶ Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input type="checkbox"/> Yes <input type="checkbox"/> No (See Information regarding green certification on next page)											
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input checked="" type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.										
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey. Authorized Representative's Name (Type or Print) Theresa Ream Title CFO & President Signature  Date 6/11/13 Phone Number 831-899-3938											



CERTIFICATE OF LIABILITY INSURANCE

REAMC:1

OP ID: SL

DATE (MM/DD/YYYY)

07/01/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Bozzuto & Associates Insurance One Almaden Blvd Suite 810 San Jose, CA 95113 Andrea Herling		800-989-8712 408-288-7130	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED Disaster Kleenup Specialists DBA Excel Carpet & Upholstery Cleaning P. O. Box 1340 Seaside, CA 93955		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Nautilus Insurance Co</td> <td>17370</td> </tr> <tr> <td>INSURER B:</td> <td>Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C:</td> <td>State Comp Ins Fund of CA</td> <td>35076</td> </tr> <tr> <td>INSURER D:</td> <td>Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Co	17370	INSURER B:	Great Divide Insurance Company	25224	INSURER C:	State Comp Ins Fund of CA	35076	INSURER D:	Peerless Insurance Company	24198	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution	X	ECP01533527-12	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECP01533527-12	07/01/13	07/01/14	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BAP1533525-12	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		FFX1533526-12	07/01/13	07/01/14	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	9083577 2013	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Property Section		CBP 8919241	07/01/13	07/01/14	BPP/DED 397905/2500
D	Equipment Floater		CBP 8919241	07/01/13	07/01/14	Rtd/Lease 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Monterey its officers, agents and employees are named additional insured as respects general liability per attached form. Auto liability additional insured in favor of County of Monterey applies per attached endorsement.
 CONTINUED >>>

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Natividad Medical Center
 1441 Constitution Blvd
 Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Disaster Kleenup Specialists**

REAMC-1
OP ID: SL

PAGE 2
DATE **07/01/13**

It is agreed that this is primary and non-contributory and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy if loss under said policy if loss arises directly from work performed on behalf of the named insured.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B - GENERAL LIABILITY
- COVERAGE D - CONTRACTORS POLLUTION LIABILITY

SECTION III - WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of your work which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or suits arising out of pollution conditions that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO - ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Disaster Kleanup Specialists

Payee

Name

Disaster Kleanup Specialists

SSN or ITIN FEIN CA Corp no. CA SOS file no.

77-0029015

Address (apt./ste., room, PO Box, or PMB no.)

507 Ortiz Ave

City (If you have a foreign address, see instructions.)

Sand City

State ZIP Code

Ca 93955

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or limited liability companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

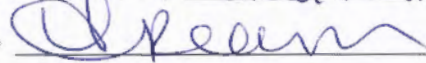
Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Theresa Beamford Disaster Kleanup Specialist Telephone (831) 8993938

Payee's signature  Date 5/6/14

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

<p>1</p> <p>RETURN TO:</p>	<p>Natividad Medical Center Contracts Department 1441 Constitution Blvd Salinas, CA. 93906</p> <p>EMAIL TO: catosl@natividad.com</p> <p>PHONE: 831.783.2620 FAX: 831.757.2592</p>	<p>PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p>See Privacy Statement and California Non-Resident Withholding Information on next page.</p>
<p>2</p> <p>NAME AND ADDRESS</p>	<p>VENDOR'S LEGAL NAME (as shown on your income tax return) <i>Disaster Cleanup Specialists</i></p> <p>BUSINESS NAME / DBA (if different from line 1)</p> <p>MAILING ADDRESS <i>PO Box 1340</i></p> <p>ADDITIONAL MAILING ADDRESS <i>Seaside Ca 93955</i></p> <p>CITY, STATE, ZIP CODE</p>	<p>SELECT NAME TO BE MADE PAYABLE TO <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias/DBA <input type="checkbox"/> Both</p> <p>PHONE NUMBER <i>8318993938</i></p> <p>FAX NUMBER <i>8318992784</i></p> <p>E-MAIL ADDRESS <i>amandh@disasterhappens.biz</i> <i>jess@disasterhappens.biz</i></p> <p>REMIT-TO ADDRESS <i>PO Box 1340</i></p> <p>REMIT-TO CITY, STATE, ZIP CODE <i>Seaside Ca 93955</i></p>
<p>3</p> <p>TAX ID AND BUSINESS ENTITY TYPE</p>	<p>FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 77-0029015</p> <p><input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> OTHER: ▶</p> <p><input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership</p> <p>SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p>	<p>For Tax ID entry instructions, please see next page</p> <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
<p>4</p> <p>PAYMENT TYPE & ACTIVITY</p>	<p>PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT:</p> <p><input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶</p> <p>Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See Information regarding green certification on next page)</p>	
<p>5</p> <p>VENDOR RESIDENCY STATUS FOR CA TAX PURPOSES</p>	<p>CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page):</p> <p><input checked="" type="checkbox"/> California Resident <input checked="" type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached</p> <p><input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment</p>	<p>CA Form 590 required if your address above in section 2 is a non-CA address</p> <p>CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.</p>
<p>6</p> <p>CERTIFYING SIGNATURE</p>	<p><i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.</i></p> <p>Authorized Representative's Name (Type or Print) <i>Theresa Beam</i></p> <p>Title <i>President</i></p> <p>Signature <i>Theresa Beam</i></p> <p>Date <i>5/6/14</i></p> <p>Phone Number <i>831-899-3938</i></p>	