

**EXHIBIT-A**

**To Agreement by and between  
Agricultural Commissioner, hereinafter referred to as “County”  
AND  
Advanced Chemical Transport, LLC, dba ACTenviro, hereinafter referred to as  
“CONTRACTOR”**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide transportation, packing, and disposal of agricultural chemicals collected by County of Monterey Agricultural Commissioner.

All written reports required under this Agreement must be delivered to Ken Allen, County’s Contract Manager, in accordance with the scheduled services.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$270,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	Description		Unit Cost		
DISPOSAL	Labor and Mobilization 50-100 car event x 4 days	10 people	\$75.00/hr	4	\$36,000.00
	PPE		\$25.00/person	40	\$1,000.00
	Supplies (drums, boxes,verm, cyb’s etc)				\$21,500.00
	<b>Disposal</b>				
	Cyb Pesticdes		\$785.00	40	\$31,400.00
	55 drums Pesticdes		\$385.00	275	\$105,975.00
	Aluminum Phosphide l/p		\$1250.00	3	\$3,750.00

Aerosols		\$350.00	2	\$700.00
<b>Transportation</b>				\$10,400.00
Total				\$210,725.00

FEES

Description	Price
E&I fee 8% of invoice	\$16,858.00
Manifest Fee	\$35
Profile Fee	No Charge

There shall be no travel reimbursement allowed during this Agreement.

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

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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

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

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

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