

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 26, 2006

AGENDA TITLE: Evergreen Oil, Inc., dba Evergreen Environmental Services - Amendment I to Agreement # AGMT 05-912 for Pick Up, Transport and Disposal of State Regulated Materials

DEPARTMENT: Transportation

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Tom Celio

DATE: September 5, 2006 **PHONE:** 4905

The Department of Transportation (Department) requests the Board of Supervisors (Board):

- 1) make findings pursuant to Article II, section 210 b (6) of the El Dorado County Charter that there are specialty skills required for the work performed under this Agreement that are not expressly identified in County classifications, and that the ongoing aggregate of the work performed under this Agreement is not sufficient to warrant the addition of permanent staff; and
- 2) approve and authorize the Board Chairman to sign Amendment I to Agreement for Services # AGMT 05-912 with Evergreen Oil, Inc., dba Evergreen Environmental Services for proper disposal of hazardous waste materials, increasing the compensation by \$12,000 for a not-to-exceed amount of \$42,000 and extending the term by one additional year to September 26, 2007.

Funding will be provided by the Road Fund.

CAO RECOMMENDATIONS: Recommend approval. Laura A. Gill 9/18/06

Financial impact? (x) Yes () No

BUDGET SUMMARY:

Total Est. Cost	\$12,000
Funding	
Budgeted	\$12,000
New Funding	
Savings	
Other	
Total Funding	\$12,000
Change in Net County Cost	0

Funding Source: () Gen Fund (x) Other
Other: Discretionary Road Fund

CAO Office Use Only:

4/5's Vote Required	() Yes (x) No
Change in Policy	() Yes (x) No
New Personnel	() Yes (x) No

CONCURRENCES:

Risk Management	✓
County Counsel	✓
Other	

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION

**MAINTENANCE DIVISION:**

2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:

2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



September 5, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: Evergreen Oil, Inc., dba Evergreen Environmental Services – Amendment I to Agreement # AGMT 05-912 for Pick Up, Transport and Disposal of State Regulated Materials

Meeting Date: September 26, 2006

District/Supervisor: All Districts

Dear Members of the Board:

Recommendations:

The Department of Transportation (Department) requests the Board of Supervisors (Board):

- 1) make findings pursuant to Article II, section 210 b (6) of the El Dorado County Charter that there are specialty skills required for the work performed under this Agreement that are not expressly identified in County classifications, and that the ongoing aggregate of the work performed under this Agreement is not sufficient to warrant the addition of permanent staff; and
- 2) approve and authorize the Board Chairman to sign Amendment I to Agreement for Services # AGMT 05-912 with Evergreen Oil, Inc., dba Evergreen Environmental Services for proper disposal of hazardous waste materials, increasing the compensation by \$12,000 for a not-to-exceed amount of \$42,000 and extending the term by one additional year to September 26, 2007.

Reasons for Recommendations:

Your Board approved Agreement for Services # AGMT 05-912 on September 27, 2005 to assist the Department with proper disposal of hazardous waste materials generated through road maintenance operations. The purpose of this Amendment I is to change the Contract Administrator and Notice to Parties provisions as well as extend the term by one additional year through September 26, 2007 and to increase the amount of the Agreement to ensure sufficient funds are available over the extended period.

Proper disposal of hazardous waste materials is state mandated. The California Environmental Protection Agency and its Department of Toxic Substances Control (DTSC) impose specific requirements for generators and transporters of used oil and filters, as well as other toxic substances. These agencies, among others, regulate hazardous waste pursuant to the California Health and Safety Code and Title 22 of the California Code of Regulations, and apply

requirements for identifying, accumulating, labeling and shipping toxic materials. A generator of hazardous waste must follow California regulations. In 1991, the United States Environmental Protection Agency (EPA) authorized the State of California to implement the federal Resource Conservation and Recovery Act (RCRA) in this state. The authorization was based on a determination that California's Title 22, Division 4.5, incorporates that portion of Title 40 of the Code of Federal Regulations (40 CFR) which contains the federal hazardous waste regulations (RCRA regulations).

To operate in California, all hazardous waste transporters must be registered with the DTSC and must comply with Division 20, Chapter 6.5, Articles 6 and 13 of the California Health and Safety Code and Title 22, Division 4.5, Chapter 13 of the California Code of Regulations which are administered by DTSC. Evergreen Environmental Services is a registered hazardous waste transporter.

The work under the Agreement consists of identification, handling, transporting and disposal of materials including waste oil, antifreeze, used oil filters, road oils, paint flush water and other hazardous substances generated by the Department's equipment, shop and road operations. The work necessitates special skills and qualifications that are not expressly identified in current County classifications. The services include expertise in identifying, handling, transporting and disposing of federal and state regulated hazardous materials. Specific state licenses and certifications, as well as special equipment and insurance coverage are required to engage in this type of work. The services are provided only when requested and are of insufficient volume to warrant the addition of permanent staff.

In accordance with the Feasibility Analysis, the Department is not required to notify an employees' association regarding this Agreement.

Fiscal Impact:

Funding for the Agreement is provided by the Discretionary Road Fund and is budgeted in the Department's fiscal year 2006/2007 budget.

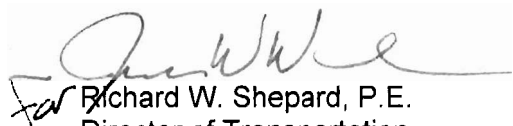
Net County Cost:

There is no cost to the County General Fund.

Actions to be Taken Following Approval:

- 1) The Board Chairman will sign two originals of Amendment I to Agreement for Services # AGMT 05-912 with Evergreen Oil, Inc., dba Evergreen Environmental Services.
- 2) The Board Clerk will forward one original of the fully executed Amendment I to the Department for further processing.

Sincerely,


for Richard W. Shepard, P.E.
Director of Transportation

RWS:ms

Attachments

Contract #: **AGMT 06-1206**
Amend I to AGMT 05-912
Agenda Log #2130

Pick Up, Transport & Disposal of State Regulated Materials

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation

Dept. Contact: Tim Prudhel

Phone: x5974

Department Head

Signature: *T. Prudhel* 08.16.06

Tim C. Prudhel
Contract Services Officer

CONTRACTOR:

Name: Evergreen Oil, Inc.
dba Evergreen Environmental
Services

Address: 6880 Smith Avenue
Newark, CA 94560

Phone: 530-714-4533

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: X No:

Compliance verified by: Contract Notification Sent 08/10/06 - HR response received 08-17-06:
OK per DAVID MOLINA

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: Date: 8/21/06 By: *Jason Back*

Approved: Disapproved: Date: By:

Please forward to Risk Management upon approval.

Index Code: 306500

User Code: 25000A

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 8/22/06 By: *J. C. Little*

Approved: Disapproved: Date: By:

AUG 21 2006

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s):

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:

**Evergreen Oil, Inc.
dba Evergreen Environmental Services**

Pick Up, Transport & Disposal of State Regulated Materials

**AGREEMENT FOR SERVICES # AGMT 05-912
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 05-912 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Evergreen Oil, Inc., a corporation duly qualified to conduct business in the State of California doing business as Evergreen Environmental Services, whose principal place of business is 2355 Main Street, Suite 230, Irvine, California 92614, and whose local office is located at 6880 Smith Avenue, Newark, California 94560 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide services necessary to pick up, transport and dispose of State regulated materials for its Department of Transportation pursuant to Agreement for Services # AGMT 05-912, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-912 to extend the expiration date of September 26, 2006 for one (1) additional one (1) year term, amending **ARTICLE III Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-912 to increase the compensation for services by \$12,000, amending **ARTICLE IV Compensation for Services** and adding **Exhibit C, Amended Services & Fee Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-912 to change one of County's Notices recipients, amending **ARTICLE XII Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-912 to change County's Contract Administrator, amending **ARTICLE XXI Contract Administrator**;

NOW, THEREFORE, County and Contractor mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-912, to read as follows:

ARTICLE III

Term: The Agreement shall become effective when fully executed by the parties hereto and shall expire September 26, 2007.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, for the period commencing with the effective date of this Agreement and continuing through September 26, 2006, the billing rates shall be in accordance with Exhibit A, marked "Services & Fee Schedule," incorporated herein and made by reference a part hereof. For the remaining term of the Agreement, the billing rates for services rendered shall be in accordance with Exhibit C, marked "Amended Services & Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$42,000, inclusive of all expenses.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Tom Celio,
Deputy Director, Maintenance

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Evergreen Oil, Inc.
dba Evergreen Environmental Services
6880 Smith Avenue
Newark, California 94560

Attn.: Gary Colbert,
Vice President

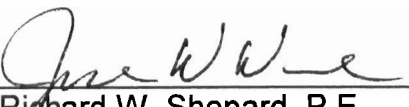

or to such other location as Contractor directs.

ARTICLE XXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-912 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By: 
For  Richard W. Shepard, P.E.
Director of Transportation

Dated: 8 Sept 06

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-912 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

**-- EVERGREEN OIL, INC.
dba EVERGREEN ENVIRONMENTAL SERVICES --**

By: _____
Gary Colbert
Vice President
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

**Evergreen Oil, Inc.
dba Evergreen Environmental Services**

As-Needed Pick Up, Transport & Disposal of State Regulated Materials

AGREEMENT FOR SERVICES # AGMT 05-912

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Evergreen Oil, Inc., a corporation duly qualified to conduct business in the State of California doing business as Evergreen Environmental Services, whose principal place of business is 2355 Main Street, Suite 230, Irvine, California 92614, and whose local office is located at 6880 Smith Avenue, Newark, California 94560 (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the State of California has placed legal restrictions and licensing requirements on transporting and disposing of specific materials; and

WHEREAS, County's Department of Transportation has the need to transport and dispose of materials covered by State legal restrictions and license requirements; and

WHEREAS, County has determined that it is necessary to obtain a State licensed hazardous waste hauler to transport and dispose of State regulated materials; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, competent, and that it possesses the necessary California State licenses to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, products and services necessary to handle, pick up, transport and dispose of materials regulated by the State of California on an as-needed basis. Such services shall be performed in accordance with all federal, state and local rules and regulations, including all license and permit obligations for the handling, pick up, transport and disposal of such materials and

shall include, but not be limited to, those tasks set forth in Exhibit A, marked "Services & Fee Schedule," incorporated herein and made by reference a part hereof.

Replacement drums for storing materials to be transported hereunder shall also be supplied by Contractor on an as-needed basis.

Pick-up services may be requested for any Department of Transportation facility, including Headington Road, South Lake Tahoe, Tahoma or any other locations as needed and designated by the Contract Administrator.

From the time of the Contract Administrator's request for pick up services, Contractor's response time shall be no longer than seventy-two (72) hours until services are provided.

ARTICLE II

Licenses: Contractor certifies that it is properly licensed to perform all services hereunder as evidenced by the licenses and permits in Exhibit B, marked "Licenses & Permits," incorporated herein and made by reference a part hereof. Contractor shall at all times during the term of this Agreement maintain said licenses and permits in good standing.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year thereafter. Prior to the expiration date, this Agreement may be extended for one (1) additional one (1) year period if mutually agreed upon in writing by the parties hereto.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Services & Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$30,000, inclusive of all expenses.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department Of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Dennis Milligin,
Equipment Superintendent

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Evergreen Oil, Inc.
dba Evergreen Environmental Services
6880 Smith Avenue
Newark, California 94560

Attn.: Gary Colbert,
Vice President

or to such other location as Contractor directs.

ARTICLE XIII

Indemnity: Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractors' Pollution Legal Liability insurance in the amount of \$5,000,000 covering losses caused by pollution conditions that arise from the operations of the Contractor described under the Scope of Services of this Agreement is required. This insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. It shall include automobile coverage forms endorsements CA 99 48 and MCS 90.
- F. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Manager, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- I. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability

policies except Workers' Compensation and professional liability insurance policies.

- J. Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- M. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with the Risk Management Division as essential for protection of County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Year 2000 Compliance: Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Dennis Milligin, Equipment Superintendent, Department of Transportation, or successor.

ARTICLE XXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

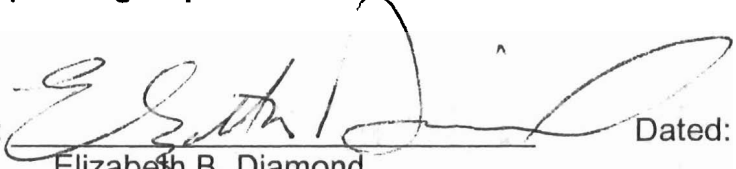
ARTICLE XXIII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Department Concurrence:

By:  Dated: 8-29-05
Elizabeth B. Diamond
Interim Director
Department of Transportation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: Charlie Paine
CHARLIE PAINE, CHAIRMAN
Board of Supervisors
"County"

Dated: 9/27/05

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: Cindy Keck
Deputy Clerk

Dated: 9/27/05

--EVERGREEN OIL, INC.
dba EVERGREEN ENVIRONMENTAL SERVICES--

By: Gary Colbert
Gary Colbert
Vice President
"Contractor"

Dated: 9/1/05

By: Alison
Corporate Secretary

Dated: 9/2/05

**Evergreen Oil, Inc.
dba Evergreen Environmental Services**

Exhibit A

Services & Fee Schedule

<u>Service Description</u>	<u>Price</u>	<u>Per Unit</u>
<u>Pick-up and Disposal:</u>		
Used Oil	\$0.10	gallon
Water surcharge (greater than 10%)	\$0.85	gallon
Used anti-freeze	\$0.75	gallon
Used Oil Filters, one or more drums	\$45.00	55 gallon drum
Non-RCRA Hazardous Waste ¹ , one or more drums per shipment	\$185.00	55 gallon drum
<u>Replacement Drums - reconditioned</u>		
	\$40.00 plus tax	55 gallon drum
<u>Vacuum Services (Wash Rack/Industrial Pumping)</u>		
<u>Class II Non-Hazardous</u>		
Solids	\$1.25	gallon
Liquids	\$0.65	gallon
<u>Non-RCRA Hazardous</u>		
Solids surcharge	\$1.45	gallon
Liquids	\$0.85	gallon
<u>Additional Charges</u>		
Transportation/Truck time (Charged portal to portal, Newark, CA.)	\$65.00	hour
Truck Washout	\$150.00	N/A
<u>Additional Waste Streams</u>	Quoted on request	

¹ Category includes asphaltic emulsions and diesel. Sealants may also fall in this category pending evaluation of an MSDS or laboratory analysis.

Evergreen Oil, Inc.
dba Evergreen Environmental Services

Exhibit B

Licenses and Permits



Jan C. Lloyd, Ph.D.
Agency Secretary
Cal/EPA

Department of Toxic Substances Control

8800 Cal Center Drive
Sacramento, California 95826-3200



Arnold Schwarzenegger
Governor

HAZARDOUS WASTE TRANSPORTER REGISTRATION
WITH CONSOLIDATED TRANSPORTER NOTIFICATION
HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

EVERGREEN ENVIRONMENTAL SERVICES
P.O. BOX 248
NEWARK, CA 94560

TRANSPORTER REGISTRATION NO: 242

EXPIRATION DATE: JULY 31, 2006

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO
TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN
ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE
HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF
REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT
OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

(AUTHORIZED SIGNATURE)

JUL 12 2005

(DATE)



MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH
P.O. BOX 932370 Sacramento, CA. 94232-3700

EVERGREEN OIL
PO BX 248
NEWARK, CA 94560

Valid From:	07/01/2005	Valid Through:	06/30/2006
CA#:	0256578		

THE CARRIER NAMED ON THIS PERMIT, HAVING MADE WRITTEN APPLICATION TO THE DEPARTMENT OF MOTOR VEHICLES FOR A PERMIT TO OPERATE AS A MOTOR CARRIER OF PROPERTY AS DEFINED IN VEHICLE CODE SECTION 34601, AND HAVING MET THE REQUIREMENTS AND PAID THE APPROPRIATE FEES, IS GRANTED A PERMIT OF THE FOLLOWING CLASSIFICATION:

For Hire
Full Year
Corporation

Pmt Date:	05/19/2005	Office #:	154
Account #:	389336	Tech ID:	MH
Sequence #:	0047	Amt Paid:	\$1,566.85

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8513.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2100 MCP (NEW 1007004)

A Public Service Agency



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**HAZARDOUS MATERIALS
TRANSPORTATION LICENSE**

CHP 360H (REV. 1/00) OPI 062

LICENSEE NAME AND PHYSICAL ADDRESS (only if different from below)

EVERGREEN OIL
EVERGREEN ENVIRONMENTAL SERVICES
6880 SMITH AVENUE
NEWARK CA 94560-0248

LICENSEE NAME AND MAILING ADDRESS

EVERGREEN OIL
EVERGREEN ENVIRONMENTAL SERVICES
P.O. BOX 248
NEWARK CA 94560-0248

ATTENTION:

CHP CARRIER NUMBER LOCATION Duplicate Replacement
CA 256578 Initial ☒ Renewal

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A material change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

This carrier is on the special routing/safe stopping place mailing list as indicated below:

- ☐ (HMX) Explosives subject to Division 14, California Vehicle Code (CVC).
- ☐ (HIMPH) Poison Inhalation Hazard materials in bulk packaging subject to Division 14.3, CVC.
- ☐ (HRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$2,000.00. (CVC Section 23112.5)