

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Alternative Resources, Inc. of Concord, Massachusetts (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Carlyle A. Johnston at phone number (805)882-3617 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. James J. Binder at phone number (978) 371-2054 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Carlyle A. Johnston  
Santa Barbara County Public Works Department  
Resource Recovery & Waste Management Division  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101

To CONTRACTOR: James J. Binder  
Alternative Resources, Inc  
1732 Main Street  
Concord, MA 01742-3837

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** The term of this contract shall be eleven (11) months, commencing on October 16, 2007, and expiring September 15, 2008, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of CONTRACTOR to perform any material term, covenant, obligation or condition contained in this contract shall give rise to the right, in favor of County, for earlier termination of this contract.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents related to the Contractor's performance under this Agreement, of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least two (2) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to

this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. **TERMINATION.**

A. **By COUNTY.** COUNTY may, at COUNTY'S sole option, by written notice to CONTRACTOR effective upon receipt by CONTRACTOR, terminate this Agreement in whole or in part at any time, because of the failure of CONTRACTOR to fulfill the obligations herein, and following a 30-day opportunity by CONTRACTOR to cure such deficiency. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

17. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein provided that if Section A. 10. of Exhibit A providing for County approval (or disapproval) or selection of any disposal facility is ruled illegal, invalid, unconstitutional or otherwise not binding and enforceable, such provision shall not be severed here from and County may terminate this Agreement in accordance with the protocol provided in Section 16. CONTRACTOR agrees not to challenge the legality, validity or binding nature of Section A. 10. of Exhibit A.

19. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

28. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

29. **FORCE MAJEURE**. Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the County promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Alternative Resources, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR, JAMES J. BINDER  
ALTERNATIVE RESOURCES, INC.

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
SocSec or TaxID Number: 04-2838231

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

EXHIBIT A  
STATEMENT OF WORK

## I. Introduction

### A. Purpose

The purpose of the CONTRACTOR is to provide consulting services to develop a selection process for a conversion technology (CT) used for the processing of municipal solid waste (MSW). These services will build on previous work accomplished by the Multi-jurisdictional Solid Waste Task Group (MJSWTG) and its related Conversion Technology Sub-Group (CT Subgroup).

Specifically, the CONTRACTOR will work to establish a selection process for a CT to be used at the Tajiguas Landfill. This effort will be completed within eleven (11) months of the start of this contract. This project will be managed through a cross-jurisdictional team comprised of both COUNTY and City of Santa Barbara staff, hereafter referred to as the City & County.

## II. Scope of Work

All deliverables and produced materials provided by the CONTRACTOR will become the property of the COUNTY. If the CONTRACTOR wishes to publish any part of their work related to this CONTRACT, this may only be done upon written approval from the COUNTY.

The scope of work for this project will include, but not be limited to, the following four (4) specific tasks, one (1) general area of assistance and four (4) deliverables:

### A. There are four (4) specific tasks that should be accomplished in the following order:

#### 1. Refine Project Objectives/Alternatives

- a. The CONTRACTOR is expected to evaluate and expand upon existing project goals developed by the COUNTY. Currently, any considered CT must address the following issues/achieve the following goals (not necessarily in order of importance):
  - i. **Minimizes environmental impacts of MSW generation and disposal**  
The City & County seek a CT that would not only result in a significant decrease in the amount of material that is currently buried, but would also like to employ a CT that limits and/or mitigates environmental impacts including, but not limited to water quality and green house gas emissions.
  - ii. **Financially sustainability**  
Any considered CT must have long term financial stability and if possible financial predictability.
  - iii. **Green energy production**  
Any CT considered must include a component of green energy generation at the Tajiguas Landfill.
  - iv. **Humane work environment**  
The City & County are dedicated to maintaining humane working conditions

and will not consider any CT that is deemed to have an unjust or unsafe impact on workers.

v. **Results in long-term waste disposal plan**

Any considered CT must result in a long term waste disposal alternative for the Southern Santa Barbara County region (with a 20 year minimum lifespan required).

vi. **Maximizes recycling rates for affected jurisdictions**

Despite the City & County already achieving the state mandated 50% diversion rate specified in AB939, the City & County seek to increase their respective rates of recycling.

## 2. Finalize Evaluation Criteria

a. The CT Subgroup has previously established evaluation criteria in its September 2003 Final Report. The CONTRACTOR will independently review and, if needed, update the criteria. Changes in criteria could be expected due to new information and the review of other CT evaluation processes performed by other jurisdictions.

b. The current Evaluation Criteria are as follows:

i. **Fiscal Viability (20%)**

Total Net Cost (Capital + operating cost – projected revenues)

ii. **Demonstrated Ability (30%)**

Demonstrated ability perform to in similar conditions (size, climate, feedstock, etc) with minimal intervention and downtime

iii. **Market Issues (15%)**

The existence of a market for the produced materials of the CT (energy, ethanol, compost, nitrogenous earth, etc); and product marketing experience for such materials

iv. **Health, Safety & Environmental Standards (20%)**

This would include such issues as environmental impacts (air, water, odor, visual, etc.), impacts on the workers (as stated under the “Humane Work Environment” goal under the previous section), and the overall permit ability of the proposed CT.

v. **Operational Characteristics, Technical & Mechanical Support (10%)**

This would include the ability to produce a minimal amount of residual and/or hazardous waste, the ability to demonstrate flexibility/adaptability (i.e. shifting market demand, change in feedstock, change in legislation, etc) and a limited risk of process upset

vi. **Intrinsic Elements (5%)**

Electricity requirements, water usage, and air emissions profile

## 3. Finalize Evaluation of CT

a. **Previously reviewed CT and any new CT must be evaluated** based on the finalized criteria described in the previous section and as modified by the CONTRACTOR through the review process. Evaluation would be performed in meetings by City & County Staff under the guidance of the CONTRACTOR. The evaluation process will be limited to one month.



- b. **It is assumed that up to ten (10) technology suppliers would be evaluated**, including the five (5) already specified in the 2003 CT Subgroup report and up to five (5) additional technology suppliers. Any additional information that is requested for evaluation will be gathered through telephone interviews and email requests, with a focus of key information needed to apply the finalized evaluation criteria.
- c. **Screening parameters** will also be used to minimize time spent on non-viable CT. The screening parameters are as follows:
  - i. Any considered CT must be capable of processing a minimum of 100,000 tons per year. Ideally the CT would be able to process 220,000 tons per year, which is the amount currently disposed at the Tajiguas Landfill.
  - ii. Any considered CT must be capable of operating for a minimum of 20 years (with a 50 year solid waste plan for the region the desired target).
  - iii. Any considered CT must be compatible with local solid waste management systems including existing recycling programs.
  - iv. The majority of processed waste from a CT must be diverted from the landfill.
  - v. In consideration of fiscal management and constraints, a CT must be competitive with the cost of siting, developing and operating a new landfill.
  - vi. Any considered CT must produce end products that have probable, identifiable or existing markets.
- d. In addition to the performance of the screening parameters listed above, **all considered CT must have detailed descriptions of the following:**
  - i. The capital, operational, staffing and maintenance costs associated with the technology (a total cost figure should be given up front).
  - ii. The percentage of the waste stream that will be diverted by implementing the particular technology;
  - iii. Site construction preparations needed to implement the technology;
  - iv. The life cycle of the technology.
  - v. The availability of outside funding sources (e.g. grants, bonds, etc.) to implement each technology;
  - vi. Types of permits needed to implement each technology.
- e. CONTRACTOR will attend two (2) monthly meetings for public officials to **present and discuss options for roles and responsibilities of parties to contract with the CT Project developer.**

#### 4. Develop RFP (if directed)

- a. Based on the assessment of the available CT listed above the **City & County will decide on the viability of an RFP** for CT for the Tajiguas Wasteshed. If determined to be feasible and desired by regional decision makers, then the City & County will instruct the CONTRACTOR to move forward with the development of an RFP. The CONTRACTOR will take the lead on the development of this RFP with direction given by the City & County.
- b. With input from City & County staff the **CONTRACTOR will write all drafts of the RFP and consolidate all input.** CONTRACTOR will prepare a draft RFP within three months from direction to proceed. City & County will provide comments on the draft RFP within six weeks. CONTRACTOR will prepare a final RFP within two

weeks of receiving comments from the City & County. City & County will complete its final review and provide authorization to release the RFP within one month of receipt of the final RFP.

- c. This **RFP will be restricted in distribution to a shortlist of CT vendors** that passed the screening parameters and scored high in the evaluation criteria. The City & County expect this shortlist to contain fewer than 8 vendors.
- d. This **RFP will allow the prospective vendor to make their case** for development by describing how it achieves the goals of the City & County (listed in section 1 of "Scope of Work") and the ultimate impact they believe they would have on the finalized selection criteria.
- e. In addition, this RFP would require **an executive summary** from any CT RFP proposal limited to 4 pages in length **that would contain the following**:
  - i. Brief description of technology utilized
  - ii. Total cost of construction and operation
  - iii. Cost per ton
  - iv. Other major financial impacts
  - v. Produced products (energy, ethanol, compost, etc)
  - vi. Summary of environmental benefits

**B. There is one area of general assistance required from the CONTRACTOR that will occur on an as needed basis, with no specific due date:**

1. **Lead strategy meetings** regarding the possible selection, development and implementation of a CT facility at the Tajiguas Landfill.
  - a. Due to the short timeline projected, frequent (weekly/bi-weekly) meetings will take place during the first two months of this contract between COUNTY and CONTRACTOR
  - b. During the lifetime of this contract meetings will occur monthly between the CONTRACTOR and COUNTY.
  - c. These meetings will take place primarily at City and COUNTY offices in downtown Santa Barbara.

**C. Specific Deliverables**

The tasks, both general and specific, described above will result in the following deliverables:

1. **Initial Report – Goals and Objectives** *(to be completed 1 month after award of contract)*
  - a. After initial review of materials and meeting with City & County staff the CONTRACTOR will either accept or modify the Project Goals/Objectives listed above. Any significant change in the timeline or deliverables described in this RFP should be described in this report.
2. **Final Evaluation Criteria Report** *(2 months after award of contract)*
  - a. Building upon the finalized Goals & Objectives and the previous evaluation criteria established by the CT Subgroup the CONTRACTOR will produce finalized selection criteria. In addition to a hard copy report, the CONTRACTOR will be responsible for producing a Power Point presentation that will review the finalized criteria and highlight any changes that were made. Assistance will be provided throughout by the staff of the City & County.

3. **Update to CT Subgroup - Final Report on Available CT** *(3 months after award of contract)*
  - a. The CONTRACTOR will collect additional vendor information from the start of this contract to meet the short timeline. Any additional vendor information and new vendor information will be measured against the screening parameters and finalized criteria to produce a recommended shortlist of vendors. This “Final Report on Available CT” will also be made into a Power Point demonstration that will be shown to City & County Staff and elected officials.
4. **RFP for prospective CT Vendors** *(6 months after receiving direction to proceed with this phase)*
  - a. With input from City & County staff the **CONTRACTOR will write all drafts of the RFP and consolidate all input.** CONTRACTOR will prepare a draft RFP within three months from direction to proceed. City & County will provide comments on the draft RFP within six weeks. CONTRACTOR will prepare a final RFP within two weeks of receiving comments from the City & County. City & County will complete its final review and provide authorization to release the RFP within one month of receipt of the final RFP. The CONTRACTOR will also be responsible for the distribution of the RFP to the short listed vendors described in the “Final Report on Available CT.” In addition to the final RFP (which is described in greater detail in Section II. A.4.), the CONTRACTOR will be expected to prepare both a fact sheet and a Power Point presentation that summarizes the details and development of the final RFP.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **147,400**. The rate sheet is included in this contract as **Attachment B-1**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. All invoices shall be submitted to:

Attn: Carlyle A. Johnston  
Accounting Section  
Resource Recovery & Waste Management Division  
PO Box 90942  
Santa Barbara, CA 93190-0942

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

#### INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the

Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

D1. Fiscal Year ..... : FY 2007 - 2008  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054 (05-01-1050-0/05-01-1050-1)  
D3. Requisition Number ..... :  
D4. Department Name ..... : Public Works  
D5. Contact Person ..... : Carlyle A. Johnston  
D6. Phone ..... : X 3617

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K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose : Conversion Technology Evaluation  
K3. Original Contract Amount ..... : \$147,400  
K4. Contract Begin Date..... : October 16, 2007  
K5. Original Contract End Date ..... : September 15, 2008  
K6. Amendment History (leave blank if no prior amendments):  

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$		

  
K7. Department Project Number ..... : 195053

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B1. Is this a Board Contract? (Yes/No)..... : Yes  
B2. Number of Workers Displaced (if any)..... : None  
B3. Number of Competitive Bids (if any) ..... : RFP Process  
B4. Lowest Bid Amount (if bid)..... : \$  
B5. If Board waived bids, show Agenda Date ..... :  
B6. ... and Agenda Item Number ..... : #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

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F1. Encumbrance Transaction Code ..... : N/A  
F2. Current Year Encumbrance Amount ..... : N/A  
F3. Fund Number..... : 1930  
F4. Department Number..... : 054  
F5. Division Number (if applicable)..... : N/A  
F6. Account Number ..... : 7460  
F7. Cost Center number (if applicable)..... :  
F8. Payment Terms..... : Net 30

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V1. Vendor Numbers (A=uditor; P=urchasing) ..... :  
V2. Payee/Contractor Name ..... : Alternative Resources, Inc.  
V3. Mailing Address ..... : 1732 Main Street  
V4. City State (two-letter) Zip (include +4 if known) : Concord, MA 01742-3837  
V5. Telephone Number..... : (978) 371-2054  
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 04-2838231  
V7. Contact Person..... : James J. Binder  
V8. Workers Comp Insurance Expiration Date..... : 9/11/2008  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 9/25/2008  
V10. Professional License Number ..... : #  
V11. Verified by (name of County staff) ..... :  
V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....

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