

**Waste Connections of California, Inc.**

**doing business as**

**El Dorado Disposal**

**As-Needed Sludge Removal, Transportation, and Disposal Services**

**AGREEMENT FOR SERVICES #9555**

**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 Waste Connections of California, Inc., a corporation duly qualified to conduct business in the State of California, doing business as El Dorado Disposal, whose principal place of business is 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, and whose local address is 580 Truck Street, Placerville, California 95667, and whose mailing address is Post Office Box 1270, Diamond Springs, California 95619 (hereinafter referred to as "Contractor").

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to assist its Environmental Management Department with the removal, transportation, and disposal of dewatered sewage septic sludge from the Union Mine Wastewater Treatment Plant;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that these services require specialty skills and qualifications not expressly identified in County classifications in accordance with El Dorado County Ordinance Code, Section 3.13.030(b), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**WHEREAS**, on December 4, 2024, Contractor was formally approved for as-needed sludge removal, transportation, and disposal services, as the result of competitive Request for Proposals (RFP) 24-0109;

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

## **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, permits, licenses, documents, and services necessary to remove, transport, and dispose of dewatered sewage septic sludge, grit, and screenings from the Union Mine Wastewater Treatment Plant on an as-needed basis as required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must be in compliance with all terms, conditions, and specifications set forth in this Agreement, and therefore County reserves the right to monitor the work to ensure its compliance therewith.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each work assignment at a meeting or telephone conference between Contractor and County's Contract Administrator or designee. Following the meeting or telephone conference, County's Contract Administrator or designee will follow the verbal request with an email to Contractor detailing the services to be provided and Contractor will confirm acceptance of the request with a confirmation email in response. No confirmation email will be written which extends beyond the expiration date of this Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided in compliance with this Agreement, including any deliverables that may be identified herein, County agrees to pay Contractor upon completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates (Haul Rate plus Disposal Charge Per Ton) shall be in accordance with Exhibit B, marked "Rate Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$300,000, inclusive of all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through confirmation emails.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

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

Attn.: Jackie Scaggs  
Administrative Analyst

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Standards for Work:** Contractor shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality and under similar conditions.

All of Contractor's and subcontractor's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Contractor has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Contractor of their professional responsibility.

## **ARTICLE VI**

**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 VII**

**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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE VIII**

**Drug and Alcohol Testing:** Contractor warrants that it is in compliance with the Federal Motor Carrier Safety Administration's alcohol and drug testing rules for drivers who possess a commercial driver's licenses.

## **ARTICLE IX**

**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 Environmental Management Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE X**

**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 XI**

**Independent Contractor:** The parties intend that an independent Contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, at a minimum, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XII**

**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 fiscal 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 XIII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XIV**

#### **Default, Termination, and Cancellation:**

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
- 3. The following shall be events of default under this Agreement:
  - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by either party in this Agreement proves to have been false or misleading in any respect.
  - c. Either party fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless the other party agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately 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: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.

## **ARTICLE XV**

**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 or upon delivery when sent by prepaid overnight express delivery service (e.g. FedEx, UPS). Notices to County shall be in duplicate and addressed as follows:

To County:

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

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Jeffrey Warren  
Director

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

To Contractor:

With copy to:

Waste Connections of California, Inc.  
dba El Dorado Disposal  
Post Office Box 1270  
Diamond Springs, California 95619

Waste Connections of California, Inc.  
dba El Dorado Disposal  
3 Waterway Square Place, suite 110  
The Woodlands, TX 77380

Attn.: Christopher Brown  
District Manger

Attn.: Legal Department

or to such other location as Contractor directs.

#### **ARTICLE XVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, at a minimum, 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 the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.



Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

## **ARTICLE XVIII**

**Insurance:** Contractor shall provide certificates of insurance satisfactory to County's Risk Management Division 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 (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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, with a CA 9948 pollution liability (or equivalent) endorsement.
- D. In the event Contractor is a licensed professional or professional Contractor 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. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. 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 Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. 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 Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to 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.
- J. 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 in respect to 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.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. 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.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Contractors Pollution Liability Coverage with a limit of no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one (1) year.

## **ARTICLE XIX**

**Force Majeure:** Except for payment obligations with respect to services rendered, neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, pandemics, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be Contractor within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

## **ARTICLE XXII**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, at a minimum, the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including, at a minimum, Government Code section 12990 and 2 California Code of Regulations section 11102.

## **ARTICLE XXIII**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has 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 XXIV**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXVI**

**Licenses/Permits:** Contractor hereby represents and warrants it maintains a valid Motor Carrier Permit issued by the California Department of Motor Vehicles. Contractor's Motor Carrier Permit number is CA-199116. Each driver performing hauling services under this Agreement must possess a Class "A" Commercial California driver's license, in good standing, in accordance with the California Vehicle Code and in compliance with all state and federal regulations. In addition, Contractor warrants and represents that Contractor and its employees performing services under this Agreement have all the applicable licenses, permits, and certifications that are legally required to render the services or work hereunder and will maintain said licenses, permits, or certifications in good standing throughout the term of this Agreement.

#### **ARTICLE XXVII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, at a minimum, 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.

#### **ARTICLE XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, Director, Environmental Management Department, or successor.

#### **ARTICLE XXIX**

**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 XXX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

### **ARTICLE XXXI**

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

### **ARTICLE XXXII**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

### **ARTICLE XXXIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

### **ARTICLE XXXIV**

**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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

**-- WASTE CONNECTIONS OF CALIFORNIA, INC.  
doing business as  
EL DORADO DISPOSAL --**

By: *Dan Schooler*  
[Dan Schooler \(May 23, 2025 10:35 PDT\)](#)  
Dan Schooler  
Regional Vice President  
"Contractor"

Dated: 05/23/25

**Waste Connections of California, Inc.**

**doing business as**

**El Dorado Disposal**

**Exhibit A**

**Scope of Work**

Contractor shall furnish all labor, materials, equipment, permits, licenses, and other documents necessary to provide the removal, transportation, and disposal of dewatered sewage septic sludge and/or grit and screenings, herein after referred to as "Sludge", as well as additional waste disposal services, including, at a minimum, green waste, mixed solid waste (MSW), and recyclable metals, from the County of El Dorado Union Mine Disposal Site. All services shall be provided on an as-requested basis by County's Contract Administrator, or designee.

For the term of this Agreement, Contractor shall have the option of using County's twenty (20) yard roll-off containers as determined by County's Contract Administrator and shall be used solely for services contained in this Agreement. All containers shall be returned to County at the end of the contract period or as deemed by County's Contract Administrator. Any proposed modifications to the Sludge boxes shall be approved in advance by County's Contract Administrator. Modifications, if made, shall be made at no cost to County.

Additional equipment and containers shall be available to County to meet peak operational needs for during holiday or inclement weather situations. Contractor shall operate a normal business schedule, Monday through Friday, and on all holidays except Christmas and New Year's Day, in which case, services shall be performed the next calendar day. Should services be requested during inclement weather conditions, an evaluation shall be made collectively between County's Contract Administrator and Contractor to determine if the service can wait until the next business day. Contractor shall make the final determination.

Contractor shall ensure that all equipment is operated safely and complies with all State of California, Department of Transportation (DOT) and Occupational Safety and Health Administration (OSHA) requirements.

Equipment shall be maintained to prevent leakage, spillage, and/or overflow. If a spill occurs, Contractor shall immediately notify County's Contract Administrator. A written report describing the nature of the spill; quantity of Sludge, grit, or screenings spilled; actions taken to manage, contain, remove, and clean-up the spill; the environmental impact of the spill; and what preventative steps shall be taken in the future to avoid future spills; and shall be submitted to County's Contract Administrator within twenty-four (24) hours of any spill. Any spillage of Sludge on County's property, roads, or landfills during the removal and transportation shall be managed, contained, removed, and properly disposed of by Contractor at no cost to County.



Contractor shall pay for all expenses incurred from a spill that occurs during the removal, transportation, unloading, and/or disposal of Sludge. This includes, at a minimum, all expenses from managing, containing, clean-up, removal, environmental testing, remediation, and disposal at a licensed site, if necessary, which may occur from a spill. At the request of County's Contract Administrator, Contractor shall prepare and submit a clean-up response plan which shall comply with all OSHA requirements.

Contractor shall be responsible for any leakage from the trailer upon leaving the Union Mine Disposal Site. If leakage is found by Contractor or County staff, containers shall be held in a holding area specified by County until the leakage source is identified and necessary Repairs (work which is routine, recurring, and usual for the preservation of the useful life of the facility) are determined. Repairs must be made on-site within forty-eight (48) hours by Contractor, or the trailer contents shall be transferred to a non-leaking trailer by Contractor. Both trailers shall then be removed from the Union Mine Disposal Site at no additional cost to County.

Sludge removal, transportation, and disposal services shall include the following, at a minimum:

1. Approximately one thousand four hundred (1,400) tons of wastewater treatment plant solids shall be transported annually.
2. Contractor shall be responsible to obtain required permits at approved disposal facilities and be responsible for any specific permit requirements.
3. County will sample wastewater treatment plant solids and provide analytical data to contractor.
4. Services shall be performed during normal hours of operation from 5:30 am to 5:30 pm, Monday through Friday. Hours of operation for holidays are the same as above with the exception of Christmas and New Year's Day, in which no services will be requested by County.
5. For non-urgent or non-immediate services, County's Contract Administrator will request Contractor's services verbally or by email by providing twenty-four (24) hours advanced notice. Contractor shall respond to such request within twenty-four (24) hours of receiving request from County's Contract Administrator.
6. Contractor shall be on-site within two (2) hours of receiving the notification by County's Contract Administrator for urgent or immediate services. Urgent or immediate services shall be defined as services during normal hours of operation.
7. All equipment shall be clean and in good working order.

8. Equipment shall have spill guards and mud flaps, and all dump trailers must be covered.
9. Contractor shall provide necessary equipment to enable staff at the Union Mine Disposal Site to move and weigh each container using County's scale before transporting off-site to ensure the load is not overweight at no cost to County. All containers/trailers must meet all DOT weight requirements.
10. Prior to container(s) being hauled off-site, Contractor shall provide a Non-Hazardous Waste Manifest for each date of service that clearly indicates generator information, customer/billing information, transporter information, disposal site information, description of waste, and any other documentation as directed by County's Contract Administrator. In no event shall Contractor leave the Union Mine Disposal Site without submitting a Non-Hazardous Waste Manifest. Invoices that include the weight tickets from the licensed disposal site shall be mailed to County's Contract Administrator on a routine basis, but not less than one (1) time per month. The weight documented on the weight tickets from the licensed disposal site shall be the actual weight used for invoicing purposes.
11. Sludge shall not be stored off-site at any time.
12. Contractor shall be allowed to store a reasonable amount of tools and equipment at the Union Mine Disposal Site as determined by County's Contract Administrator; however, County assumes no liability for loss or damage of said tools or equipment.

At the request of County's Contract Administrator, or designee, Contractor shall provide additional/alternate waste disposal services such as the removal, transportation, and disposal of green waste, MSW, and recyclable metals, using County supplied roll-off twenty (20) yard containers, or other containers mutually agreed upon by County and Contractor. County staff will load the alternate waste in the approved containers and contact Contractor to schedule the service. Contractor shall provide such services consistent with the Sludge services and schedule as specified above. For any services not included in this Exhibit and determined to be necessary by County during the term of this Agreement, Contractor shall provide County's Contract Administrator with a written quote and/or rates in advance of performing such service, at which time County's Contract Administrator may elect to add such services to this Agreement, upon written acceptance and notification to Contractor. Such additional services shall become a part of this Agreement, and no further amendment shall be required.

# Waste Connections of California, Inc.

doing business as

## El Dorado Disposal

### Exhibit B

#### Rate Schedule

Contractor's services, exclusive of any additional services determined necessary by County's Contract Administrator, or designee, shall be in accordance with the following rates.

#### Sludge Removal, Transportation, and Disposal Services:

Hours of Operation	Haul Rate	Year	Disposal Charge Per Ton
Monday through Friday, 5:30 am – 5:30 pm	\$762.85	1	\$30.88
		2	\$32.12
		3	\$33.40

#### Additional Waste Disposal Services:

Hours of Operation	Service	Haul Rate	Year	Disposal Charge Per Ton
Monday through Friday, 5:30 am – 5:30 pm	Green Waste	\$439.19 (per 20-yard dumpster)	1	\$139.58 (3.5 tons included in haul rate)
			2	\$145.16 (3.5 tons included in haul rate)
			3	\$150.96 (3.5 tons included in haul rate)
Monday through Friday, 5:30 am – 5:30 pm	Mixed Solid Waste	\$697.43	1	\$120.63 (5 tons included in haul rate)
			2	\$125.45 (5 tons included in haul rate)
			3	\$130.47 (5 tons included in haul rate)
Monday through Friday, 5:30 am – 5:30 pm	Metals	\$325	1 - 3	

#### Haul Rates:

The rates specified above are inclusive of all fees and surcharges including, at a minimum, federal, state, and local taxes. For sludge disposal services, haul rates are based on two (2) twenty (20) yard boxes of material for a total approximate weight of

seventeen and a half (17.5) tons. For green waste disposal services, haul rates are based on two (2) twenty (20) yard boxes of material. For mixed solid waste and metals disposal services, haul rates are based on one (1) twenty (20) yard box of material.

Per Ton Rate Increases:

Contractor shall be authorized to increase the per ton rates on an annual basis from the effective date of this Agreement and for the term of this Agreement. The haul rates specified herein shall not be subject to any annual rate increases.

Additional Services:

For any services not included in this Exhibit or in Exhibit A, Scope of Work, and determined to be necessary by County during the term of this Agreement, Contractor shall provide County's Contract Administrator with a written quote and/or rates in advance of performing such service, at which time County's Contract Administrator may elect to add such services to this Agreement, upon written acceptance and notification to Contractor. Such additional services shall become a part of this Agreement, and no further amendment shall be required.