

ORIGINAL

**Waste Connections of California, Inc.
doing business as
El Dorado Disposal**

**Removal, Transportation, and Disposal of
Sewage Septic Sludge**

AGREEMENT FOR SERVICES #513-S1510

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. doing business as El Dorado Disposal, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, whose local place of business is 3490 Highway 49, Diamond Springs, California 95619, and whose mailing address is Post Office Box 1270, Diamond Springs, California 95619, and whose Agent for Services of Process is CSC Lawyers Incorporating Service located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Agency in 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, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such 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 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 all labor, materials, equipment, permits, licenses, documents, personnel and services necessary to remove, transport, and dispose of dewatered sewage septic sludge, grit, and screenings from the Union

Mine Wastewater Treatment Plant (UMWTP) on an as-needed basis. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each 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.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing 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 "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$60,000, inclusive of all expenses.

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
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Greg Stanton, REHS
Acting Director

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 monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

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 will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Contractor's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or other instrument of service.

ARTICLE VI

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 commercial driver's licenses.

ARTICLE VII

Prevailing Wage: County requires Contractor's services involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state prevailing wage rates, statutes, rules and regulations then in effect.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VIII

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 IX

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 the term hereof.

ARTICLE X

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 Community Development Agency 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 XI

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 XII

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 the 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 XIII

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 XIV

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 California Government Code §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 XV

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 at 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 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. 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 XVI

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
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Acting Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

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

Attn.: Jeff England, District Manager

or to such other location as Contractor directs.

ARTICLE XVII

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 XVI, 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 XVIII

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives 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, agents, employees and representatives, 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 XIX

Insurance: Contractor shall provide proof of a policy 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 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.
- 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. 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 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 Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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 as respects 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 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.
- 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.

ARTICLE XX

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 the 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 XXI

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 XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

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 but not limited to 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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIV

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 limited liability company or 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 XXV

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 XXVI

Licenses/Permits: Contractor warrants and represents 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 any of its subcontractors employed under this Agreement has 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

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 XXVIII

Environmental Compliance: Contractor warrants that its operations/services/materials provided under this Agreement are in compliance with any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials or toxic substances.

ARTICLE XXIX

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.

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Acting Director, Environmental Management Division, Community Development Agency, or successor.

ARTICLE XXXI

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 XXXII

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 XXXIII

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 XXXIV

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 XXXV

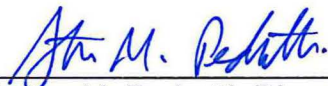
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Division Concurrence:

By:  _____
Greg Stanton, REHS
Director
Environmental Management Division
Community Development Agency

Dated: 8-24-2015

Requesting Department Concurrence:

By:  _____
Steven M. Pedretti, Director
Community Development Agency

Dated: 8/24/15

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


--COUNTY OF EL DORADO--

By: 

Dated: 8/27/15

Purchasing Agent
Chief Administrative Office
"County"

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

By: 

Dated: 8/19/15

Jeff England
District Manager
"Contractor"

Waste Connections of California, Inc.
doing business as
El Dorado Disposal
Exhibit A
Scope of Services

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," from the County of El Dorado Union Mine Wastewater Treatment Plant (UMWTP). Services shall be on an as-requested basis.

For the term of the Agreement, Contractor shall have the option of using County's Sludge boxes as determined by County's Contract Administrator (CA), and shall be used solely for services contained in this Agreement. All Sludge boxes shall be returned to County at the end of the contract period or as deemed by County's CA. Any proposed modifications to the Sludge boxes shall be approved in advance by County's CA. 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 or during holiday/inclement weather situations. Contractor shall operate a normal business schedule, Monday through Friday, Saturday and Sunday, 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 CA and Contractor to determine if the service can wait until the next business day. County's CA 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 CA or designee. 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 CA within twenty-four (24) hours of the spill. Any spillage of Sludge on County's property, roads, or landfills during the removal and transport 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, transport, unloading, and/or disposal of Sludge. This includes, but is not limited to, 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. The clean-up response plan shall comply with all OSHA requirements.

Contractor shall be responsible for any leakage from the trailer upon leaving the UMWTP. If leakage is found by Contractor or County staff, Sludge boxes shall be held in a holding area specified by County. 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 plant at no additional cost to County.

Contractor shall provide the following services:

1. Services shall be performed during normal hours of operation from 5:30 am to 5:30 pm, Monday through Friday; and Saturday and Sunday from 6:30 am to 2:30 pm. 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.
2. For non-emergency services, County's CA or designee will request Contractor's services verbally 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 CA or designee.
3. Contractor shall be on-site within two (2) hours of receiving the notification by County's CA for emergency services. Emergency services shall be defined as services during normal hours of operation.
4. All equipment shall be clean and provide a positive public image at all times.
5. Equipment shall have spill guards and mud flaps, and all dump trailers must be covered.
6. Contractor shall provide necessary equipment to enable staff at UMWTP to move and weigh each container 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.
7. Prior to container(s) hauled off-site, Contractor shall provide a written trip ticket for each date of service that clearly indicates the container/trailer number(s), date, weight, and any other documentation as directed by County's CA. In no event shall Contractor leave UMWTP without a trip ticket verified and left on-site. Invoices that include the weight tickets from the licensed disposal site shall be mailed to County's CA 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.

8. Sludge shall not be stored off-site at any time.
9. Contractor shall be allowed to store a reasonable amount of tools and equipment at the UMWTP as determined by County's CA, however, County assumes no liability for loss or damage.

**Waste Connections of California, Inc.
doing business as
El Dorado Disposal
Exhibit B
Fee Schedule**

Hours of Operation	Haul Rate	Disposal Charge Per Ton
Monday through Friday 5:30 am – 5:30 pm	\$675.00	\$22.01 Year 1 \$22.78* Year 2 \$23.58* Year 3
Saturday and Sunday 6:30 am – 2:30 pm	\$745.00	<i>Same as above*</i>

Holidays rates are the same rates as shown above with the exception of Christmas Day and New Year's Day in which the County will not request services on these two (2) days.

Rates above are inclusive of all fees and surcharges, including, but not limited to, federal, state and local taxes. Haul rates are based on two (2) twenty (20) yard boxes of material for a total approximate weight of nineteen (19) tons.

**Per ton rates increase for years two (2) and three (3).*