

FIRST ADDENDUM TO CONTRACT FOR SERVICES

THIS FIRST ADDENDUM is to that Contract for Services entered into on May 7, 2019 by and between the County of Siskiyou (“County”) and Yreka Transfer LLC (“Contractor”) and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expires on June 30, 2024 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

WHEREAS, the Scope of Services, Exhibit “A”, needs to be revised to reflect additional duties.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2025.

Paragraph 3.01 of the Contract, Specific Services, shall be amended to repeal “Exhibit A” and replace it with the new “Exhibit A” attached hereto.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this FIRST addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Yreka Transfer
LLC

Date: 6/4/2024

DocuSigned by:
Karen Eller

0B1CB1AB31804A1
Karen A. Eller, Treasurer
DocuSigned by:
Raymond Eller

058CA124372E458
Raymond A. Eller, Managing Member

Date: 6/4/2024

Motor Carrier Permit: #0247651

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. **On File**

Formerly E2400262

ACCOUNTING:

Happy Camp Transfer Station
Fund **5350** Organization **404010** Account **728152** Rate: **.01**

Tulelake Transfer Station
Fund **5350** Organization **404010** Account **728210** Rate: **.01**

Exhibit A
Transportation of Refuse from Happy Camp Transfer/Recycling Station
Transportation of Refuse from Tulelake Transfer/Recycling Station

Project Description:

Project includes all services necessary to transport waste from Happy Camp Transfer/Recycling Station and Tulelake Transfer/Recycling Station in accordance with all applicable laws and regulations.

Contractor's Responsibilities:

The Contractor shall provide to the County all labor, materials, equipment, supplies and expertise necessary to transport refuse. The performance of these services shall be in full compliance with all applicable Federal, State, and local laws, rules, regulations and orders, including, but not limited to, the Resource Conservation and Recovery Act, OSHA, the U.S. Environmental Protection Agency, the Department of Transportation, the State Department of Toxic Substances Control and the California Highway Patrol.

1. Transfer Vehicle and Equipment

- a. Contractor's vehicle shall be of a type manufactured or modified expressly for the purpose to which it is assigned. Equipment shall be maintained and operated so that refuse will not blow, fall, sift or leak during transportation.
- b. Each truck, trailer, or other conveyance or equipment used to transport refuse in the county shall at all times be kept clean, in good repair, and be in good mechanical condition. Contractor shall affix a sign bearing the company's name to all equipment incidental to the performance of the service.
- c. Contractor shall provide four (4) drop boxes to the Happy Camp Transfer/Recycling Station. Drop boxes are to be forty (40) yards with a maximum height of nine (9) feet and a maximum length of twenty-six (26) feet. Contractor must have four (4) drop boxes on location at all times.
- d. Contractor shall provide six (6) drop boxes to the Tulelake Transfer/Recycling Station. Drop boxes are to be forty (40) yards with a maximum height of nine (9) feet and maximum length of twenty-six (26) feet. Contractor must have six (6) drop boxes on location at all times.

2. Transportation of all residential and commercial refuse

- a. Contractor will be responsible for transporting all residential and commercial refuse from the Happy Camp Transfer/Recycling Station and the Tulelake Transfer/Recycling Station to the designated disposal site.
- b. All loads, for which the Contractor is reimbursed on a per load basis, shall consist of two (2) drop boxes hauled at the same time (e.g., tandem haul, drop box pup trailer).
- c. All services provided by the Contractor shall conform to all applicable state and federal laws and regulations. Conformance will be the responsibility of the Contractor, including meeting all current and any future CARB clean air standards for all equipment.

3. Hours

- a. Hours of operation of the Happy Camp Transfer/Recycling Station are Wednesday through Saturday from 10:00 am to 5:00 pm during the months

of April through September. During October through March the hours are 10:00 am to 4:00 pm Thursday through Saturday. The hauler may choose to transfer boxes and haul refuse outside of these hours of operation, when prior arrangements have been made with the operator of the Happy Camp Transfer/Recycling Station.

- b. Hours of operation of the Tulelake Transfer/Recycling Station are Thursday through Saturday from 11:00 am to 4:00 pm. The hauler may choose to transfer boxes and haul refuse outside of these hours of operation, when prior arrangements have been made with the operator of the Tulelake Transfer/Recycling Station.

4. Frequency of Service

- a. Refuse shall be transported from the Happy Camp Transfer/Recycling Station and the Tulelake Transfer/Recycling Station a minimum of once during each calendar week or as needed to comply with state and county regulations. **All refuse (solid waste loads) shall be hauled in tandem (i.e. 2 debris boxes per load) and scheduled to maximize legal payloads.** County reserves the right to adjust weekly scheduled collections to maximize legal payloads.

- b. Scrap metal and wood waste debris boxes are to be hauled when those boxes are full to maximize payloads. (Tulelake Transfer/Recycling Station only)

5. Disposal Site

- a. Contractor shall dispose of all refuse at the Dry Creek Landfill. Vehicles will be weighed before and after disposal of refuse. The Contractor will obtain copies of all weight tickets and provide an accounting of all loads for each month, along with copies of each weight ticket supporting the monthly figure as part of its monthly report to the County. Dry Creek Landfill will bill the County directly for all loads of refuse delivered by the Contractor from Happy Camp Transfer/Recycling Station and Tulelake Transfer/Recycling Station.

6. Reporting Requirements

- a. Contractor shall keep such records as required by County for five years. At any time during normal business hours and as often as the County may reasonably deem necessary, Contractor shall make available to the County for examination all of its data and records with respect to all matters covered by the services being provided.
- b. Contractor shall provide the County with Monthly Reports that shall be due by the end of the calendar month following the monthly reporting period (e.g., the July monthly report shall be due by August 31st) The Monthly Reports shall contain, at a minimum, the following information for each load, along with the Contractors' calculated monthly invoice to the County for services provided:
 - a. Date
 - b. Material type(s) (solid waste, scrap metal, wood waste)
 - c. Number of debris boxes per load

- d. Name and address of disposal site/processing site
 - e. Tons
 - f. Per ton tip fee
 - g. Total net cost
 - c. The Contractor shall furnish the County with an additional report(s) or information as may reasonably be required by the County, such reports to be prepared within a reasonable time following the reporting period.
7. Compensation
- a. Hauling Tulelake Transfer/Recycling Station recycling loads to Crawford Logging Scrap Yard, two (2) drop boxes each trip: \$900.58
 - b. Hauling Tulelake Transfer/Recycling Station refuse loads to Dry Creek Landfill, two (2) drop boxes each trip: \$1425.91
 - c. Hauling Happy Camp Transfer/Recycling Station refuse loads to Dry Creek Landfill, two (2) drop boxes each trip: \$1500.97

In Process