

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

(Transportation of Solid Waste and Recyclable Material from the Happy Camp Transfer/
Recycling Station and Tulelake Transfer/Recycling Station #12142018)

This Contract made this 9th day of May between:

COUNTY: Siskiyou County Department of General Services
PO Box 1127
Yreka, CA 96097

And

CONTRACTOR: Yreka Transfer LLC.
303 Yama Street,
Yreka, CA 96097

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1st, 2019, and shall terminate on June 30th, 2024, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in **Exhibit "A"** attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of General Services, Scott Waite, or his designee.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County

shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as based on the rates specified in Exhibit A for July 1, 2019 through June 30, 2024. Contractor's compensation shall be adjusted annually on July 1st starting on July 1, 2020 as specified in **Exhibit A Section ii. 2. Change in Cost of Doing Business**.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Director of Public Works, Scott Waite, or his designee, who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using

ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.04, 5.05, 5.06 and 5.10 are provided to County.**

5.08 Performance Security: Contractor shall furnish the County a cash performance security for the faithful performance of the Agreement in the sum of Five Thousand Dollars (\$5,000.00). The County shall retain said cash security in an interest bearing fund for the term of the contract or any extension thereof. Upon termination of the contract, County shall return to the Contractor the balance of security including interest not used for non-performance. The security shall indemnify County against any loss resulting from any failure of performance by Contractor.

5.09 Payment Bond (Labor and Materials):

***Note:** If the Proposer intends to use any subcontractors the County will require a Payment Bond.*

5.10 Standard of Performance: County shall take action if Contractor fails to operate the transfer operation as herein provided or fails to operate the site in accordance with the statutes, ordinances, and specifications. Contractor shall not be held liable if such failure is due to war, insurrection, riot, and act of God, or any other cause or causes beyond his/her control. County may at its option, after sending written notice to Contractor, hire the necessary equipment and manpower to bring the operation into compliance and may provide for such operation until such manner is resolved and Contractor is again able to operate. Any and all expenses incurred by County in so doing shall be deducted from performance security and/or compensation due Contractor. If the performance security is used in part or all the Contractor shall provide the County additional

monies to replenish the performance security or the County shall withhold monies due the Contractor. Provided, however, if Contractor is unable for cause to resume performance at the end of fifteen (15) Calendar days, all obligation of County under this Agreement shall cease and County shall be free to negotiate with others regarding the operation of said site. If another agreement is reached, this shall not release Contractor of his/her liability to County for breach of the Agreement.

- 5.11 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.12 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.13 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.14 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.

- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.15 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.16 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.17 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.18 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.19 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent

contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.20** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.21** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.22** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.23** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts

between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 5/7/19

Brandon A. Criss

BRANDON CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Wyle
Deputy

CONTRACTOR: Yreka Transfer
Company, LLC

Karen A. Eller
Karen A. Eller, Treasurer

Date: _____

Raymond A. Eller
Raymond A. Eller, Managing Member

Date: _____

Motor Carrier Permit: #0247651

Taxpayer ID: #54-2082226

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**Services to be provided****Transportation of Refuse from the Happy Camp Transfer/Recycling Station****I) Project Description:**

a. General

i. The scope of the project includes all services necessary to transport waste from the Happy Camp Transfer/Recycling Station in accordance with all applicable laws and regulations.

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 transport.

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 and telephone number to all equipment incidental to the performance of the service.

c. Contractor shall provide four (4) drop boxes to the Happy Camp Recycling/Transfer Station. Drop boxes are to be forty (40) yards with a maximum height of 9 feet and a maximum length of 26 feet. Contractor must have four (4) 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 waste from the Happy Camp 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 selected Contractor shall conform to all applicable state and federal 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 5:00pm during the months of April through September. During October through March the Transfer/Recycling Station is open from 10:00am to 4:00pm 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.

4. Frequency of Service

a. Refuse shall be transported from the Happy camp Transfer/Recycling Station at 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 payloads.

5. Disposal Site

a. Contractor shall dispose of all refuse at the Oberlin Road Transfer/Recycling Station. The Oberlin Road Transfer/Recycling Station will accept refuse during their normal hours of operation (Monday-Thursday and Saturday between the hours of 8:00am and 4:00pm). After hour dumping will not be allowed unless prior approval has been made with the operator of the Oberlin Road Transfer/Recycling Station. Vehicles will be weighed before and after disposal of refuse. The Oberlin Road Transfer/Recycling Station will collect the weight slips and bill the County for the tonnage of refuse disposed.

EXHIBIT A

Services to be provided

Transportation of Refuse from the Happy Camp Transfer/Recycling Station

ii. Outline of County Responsibilities

1. Site Provision:

a. County shall maintain a clean and accessible tipping floor for the hauler to transfer their drop boxes at the Happy Camp Transfer/Recycling Station.

2. Change in Cost of Doing Business:

a. The compensation payable to the Contractor shall be adjusted on July 1st of each year starting on July 1st, 2020. That adjustment will be based on two (2) components:

1. **CPI Adjustment** - Eighty-five percent (85%) of the then current cost per load will be adjusted based upon the percentage change in the Consumer Price Index - U.S. City Average (Series ID CUUR000SA0) not to exceed 3% annually with a minimum increase of 1% annually. The calculation shall be based on the change in average annual index for the prior calendar year as compared to the average annual index for the immediately preceding prior calendar year. (e.g., The July 1st, 2020 adjustment will be based on the change in the average annual index for calendar year 2019 as compared to the average annual index for calendar year 2018).
2. **Fuel Adjustment** - Fifteen percent (15%) of the then current cost per load will be adjusted based upon the percentage change in the California No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) as reported by the U.S. Energy Information Administration. The calculation shall be based on the change in average monthly index for the prior calendar year as compared to the average monthly index for the immediately preceding prior calendar year. (e.g., The July 1st, 2020 adjustment will be based on the change in the average monthly index for calendar year 2019 as compared to the average monthly index for calendar year 2018).

iii. Outline of Contractor Responsibilities

1. General:

a. The Contractor chosen for this project must be a full-service vendor and 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, and regulations, rules and orders of the U.S. Environmental Protection Agency, the Department of Transportation, the State Department of Toxic Substances Control, and the California Highway Patrol.

2. 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 County may reasonably deem necessary, Contractor shall make available to County for examination all of his data and records with respect to all matters covered by the services being provided.

b. The 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 the

EXHIBIT A

Services to be provided

Transportation of Refuse from the Happy Camp Transfer/Recycling Station

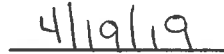
August 31st). The Monthly Reports shall contain, at a minimum, the following information for each load, along with the Contractors' calculated monthly invoice to the County for services provided:

- 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 any additional reports or information as may reasonably be required by the County, such reports to be prepared within a reasonable time following the reporting period.



Signature of Contractor



Date

EXHIBIT A

Services to be provided

Transportation of Refuse from the Tulelake Transfer/Recycling Station

I) Project Description:

a. General

i. The scope of the project includes all services necessary to transport waste from the Tulelake Transfer/Recycling Station in accordance with all applicable laws and regulations.

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 transport.

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 and telephone number to all equipment incidental to the performance of the service.

c. Contractor shall provide six (6) drop boxes to the Tulelake Recycling/Transfer Station. Drop boxes are to be forty (40) yards with a maximum height of 9 feet and a maximum length of 26 feet. Contractor must have six (6) drop boxes on location at all times.

2. Transportation of all residential and commercial refuse, scrap metal and wood waste

a. Hauler will be responsible for transporting all residential and commercial waste from the Tulelake Transfer/Recycling Station to the designated disposal site, and all scrap metal and all wood waste to the designated processing sites.

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 selected Contractor shall conform to all applicable state and federal 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 Tulelake Transfer/Recycling Station are Thursday through Saturday from 11:00 am to 4:00pm. 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 Tulelake Transfer/Recycling Station at 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 payloads.

b. Scrap metal and wood waste debris boxes are to be hauled when those boxes are full to maximize payloads.

5. Disposal and Processing Sites

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 of the weight tickets supporting the monthly figure as part of its monthly report to the County. The Dry Creek Landfill will bill the County directly for all loads of refuse delivered by the Contractor from the Tulelake Transfer Station.

EXHIBIT A

Services to be provided

Transportation of Refuse from the Tulelake Transfer/Recycling Station

b. Contractor shall deliver all scrap metal to the Oberlin Road Transfer Station. The Contractor will obtain copies of all weight tickets and provide an accounting of all loads for each month, along with copies of each of the weight tickets supporting the monthly figure as part of its monthly report to the County.

c. Contractor shall deliver all wood waste to the Oberlin Road Transfer Station. The Contractor will obtain copies of all weight tickets and provide an accounting of all loads for each month, along with copies of each of the weight tickets supporting the monthly figure as part of its monthly report to the County.

ii. Outline of County Responsibilities

1. Change in Cost of Doing Business:

a. The compensation payable to the Contractor shall be adjusted on July 1st of each year starting on July 1st, 2020. That adjustment will be based on two (2) components:

1. **CPI Adjustment** - Eighty-five percent (85%) of the then current cost per load will be adjusted based upon the percentage change in the Consumer Price Index - U.S. City Average (Series ID CUUR0000SA0) not to exceed 3% annually with a minimum increase of 1% annually. The calculation shall be based on the change in average annual index for the prior calendar year as compared to the average annual index for the immediately preceding prior calendar year. (e.g., The July 1st, 2020 adjustment will be based on the change in the average annual index for calendar year 2019 as compared to the average annual index for calendar year 2018).
2. **Fuel Adjustment** - Fifteen percent (15%) of the then current cost per load will be adjusted based upon the percentage change in the California No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) as reported by the U.S. Energy Information Administration. The calculation shall be based on the change in average monthly index for the prior calendar year as compared to the average monthly index for the immediately preceding prior calendar year. (e.g., The July 1st, 2020 adjustment will be based on the change in the average monthly index for calendar year 2019 as compared to the average monthly index for calendar year 2018).

iii. Outline of Contractor Responsibilities

1. General:

a. The Contractor chosen for this project must be a full-service vendor and 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, and regulations, rules and orders of the U.S. Environmental Protection Agency, the Department of Transportation, the State Department of Toxic Substances Control, and the California Highway Patrol.

2. 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 County may reasonably deem necessary, Contractor shall make available to County for examination all of his data and records with respect to all matters covered by the services being provided.

b. The 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 the 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:

EXHIBIT A

Services to be provided

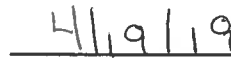
Transportation of Refuse from the Tulelake Transfer/Recycling Station

- 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 / revenue
- g. Total net cost / revenue

c. The Contractor shall furnish the County with any additional reports or information as may reasonably be required by the County, such reports to be prepared within a reasonable time following the reporting period.



Signature of Contractor



Date



August 19, 2018

Siskiyou County Dept. of General Services
190 Greenhorn Rd
Yreka, CA 96097

RE: RFP for Transfer Station Solid Waste and Recyclable Material Transport Services

Yreka Transfer LLC has been providing the transport services for the Tulelake Transfer Station since 2001 and the Happy Camp Transfer Station since 2011. Our company has always worked seamlessly with the County and transfer station operators. We have excellent communication with onsite attendants and have ensured there is no downtime for the stations. Office staff may be reached 7 days per week.

We have also worked with the county on price considerations. For example, the volumes of waste have greatly fluctuated in the case of Tulelake Transfer Station and we have reduced the price for hauling several times in order to reflect the changing conditions. With annual contract payment amounts, we would take the risk if the volume went up unexpectedly. This year a decrease was made to the 2018-2019 rate to reflect the most recent decrease in volume. This current RFP is for a per-trip amount which allows us to quote a lower rate per expected trip, knowing if the volume increases, so does our compensation. However, this will put the volume risk on the County.

Upon looking at the Happy Camp contract, the recent volume was amazingly stable and we were able to reduce the rate for the county. We cut our rate in 2018-2019 with low risk for higher volume as it had only varied by a trip or two for several years. For this RFP, we reduced our rate even further with zero volume increase risk and the payment bond requirement removed.

In 2013, we purchased special mesh tarps for the boxes at Tulelake to prevent the trash from blowing around in the strong winds. They are connected to the boxes, roll up and down easily, and are replaced as needed. The boxes at Happy Camp are metal roll tops which prevent snow buildup and keeps the bear population at bay. Our trash boxes at each site are 50 yards. 50 yard bins vs. 40 yard bins reduces the amount of trips and cost for the county for this RFP. The loading docks are set up for 8 foot tall boxes and may have to be engineered to fit different sized boxes. When we were originally awarded the Happy Camp hauling contract we paid for modifications to the transfer station site because our boxes had different dimensions than the previous hauler.

We currently have three (3) 30 yard boxes and one (1) 20 yard box for the recyclables at the Tulalake site. These boxes are located out in a field and are not adjacent to a loading dock. It is our opinion, for safety reasons, that the general public would have an easier time loading metal and wood into 4 - 5ft tall bins vs. 6 - 8ft bins. The 20 yd. box is for appliances such as refrigerators and stoves which are difficult and dangerous for the customers to deal with. The box is very low to the ground to make loading easier. Our large inventory of boxes prevents interruption in service if volume increases or if repairs are needed to the drop boxes. In the past, we provided more boxes to deal with the larger volume of recyclables and are willing to do so again if volume should increase.

Regarding the proposal to Happy Camp trash up to Drycreek Landfill; it takes nearly twice the time at Drycreek to get through the scales compared to Oberlin Rd Transfer Station in Yreka. It takes between seventy five and 90 minutes to get through the dumping process at Drycreek. It is a very slow process to drive a loaded truck up I-5, particularly through Bailey Hill, Anderson Grade and the Siskiyou Summit. Winter weather, chain ups, construction, and traffic delays due to accidents slow the process even more. There is also time that will need to be considered if a box is heavy. It will need to be weighed before going up I-5 and through the port of entry scales. If a load is overweight or overweight on one axle, our driver would get an overweight ticket. The port of entry process itself can take a long time, depending on traffic and if we are pulled in for inspection. Full inspections take about one hour. We are very familiar with taking refuse up to Drycreek and the time it entails because we have been hauling the bio solids for the City of Yreka up to Drycreek for many years. Our price proposal reflects the increase in labor hours (and overtime) we know will occur should the county decide to haul the Happy Camp waste to Drycreek. If our RFP is selected, we would be happy to take a County employee on a test run during the negotiation process to observe.

All of our roll off trucks are IRP registered and have IFTA tags and an Oregon Weight Receipt. The drivers we use are very experienced and have excellent safety records. Yreka Transfer LLC does not use subcontractors. If we are awarded with the Tulalake and Happy Camp hauling, we will be able to put forward the extra capital to purchase an additional roll off truck and other necessary equipment. Because the RFP is for a five year contract, as opposed to a one year, and also because compensation is based on volume, we would have much more certainty moving forward than we have had before. We take pride in our fleet of trucks which are all ARB compliant and we have always passed our biannual CHP BIT inspections.

With Yreka Transfer, the County will have a contractor that has proven its capabilities and integrity. We truly appreciate your consideration and hope the County selects us to continue doing the excellent work we have been fortunate to do for seventeen years.

Sincerely,



Karen A Eller
Member, Yreka Transfer LLC

**Addendum #3
ATTACHMENT 2**

TULELAKE TRANSFER STATION

Proposal Form 2. Pricing Proposal

SOLID WASTE

Cost #1 - Hauling of Solid Waste to Dry Creek Landfill - 50 yard boxes

Year 1 Cost per Load \$ 1020⁰⁰ July 1, 2019 - June 30, 2020

Note: A load consists of two (2) Drop Boxes (e.g., tandem haul, roll-off pup trailer). If Contractor proposes to haul one (1) drop box of solid waste with one (1) drop box of recyclable materials at times, the associated pricing under Recyclable Materials below shall apply.

RECYCLABLE MATERIALS

Year 1 Cost per Load for the following hauling combinations:

Two (2) scrap metal boxes	\$ <u>720⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) scrap metal box + one (1) solid waste box	\$ <u>1140⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) scrap metal box + one (1) wood waste box	\$ <u>720⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) scrap metal box + one (1) appliance box	\$ <u>720⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) wood waste box + one (1) solid waste box	\$ <u>1140⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) wood waste box + one (1) appliance box	\$ <u>720⁰⁰</u>	July 1, 2019 - June 30, 2020
One (1) appliance box + one (1) solid waste box	\$ <u>1140⁰⁰</u>	July 1, 2019 - June 30, 2020

Please provide proposed facilities to which Recyclable Materials will be delivered:

	Scrap Metal
Facility Name / Address	Crawford Logging 3316 State Hwy 263 Yreka CA 96097 or Oberlin Rd Transfer Station 2420 Oberlin Rd Yreka CA 96097
	Wood Waste
Facility Name / Address	Oberlin Rd Transfer Station 2420 Oberlin Rd Yreka CA 96097
	Appliances
Facility Name / Address	Oberlin Rd Transfer Station 2420 Oberlin Rd Yreka CA 96097

**Addendum #3
ATTACHMENT 2**

HAPPY CAMP TRANSFER STATION

Proposal Form 2. Pricing Proposal

SOLID WASTE

Cost #1 - Hauling of Solid Waste to Yreka Transfer Station - 50 yard boxes

Year 1 Cost per Load \$ July 1, 2019 - June 30, 2020

Cost #2 - Hauling of Solid Waste To Dry Creek Landfill - 50 yard boxes

Year 1 Cost per Load \$ July 1, 2019 - June 30, 2020

Note: A load consists of two (2) Drop Boxes (e.g., tandem haul, roll-off pup trailer)

Yreka Transfer LLC Transfer Station Hauling Team

- Raymond Neal Eller, Managing member of Yreka Transfer LLC. Class A driver with Yreka Transfer since 1988. Neal has been the general manager of the company since becoming partner in 2012 and purchases all equipment. He helped Karen compile this proposal. In the event of negotiations, he will be involved to provide the practical knowledge as he drives our trucks every day and has driven the loads for these contracts personally in the past.
- Karen A Eller, Member of Yreka Transfer LLC. Karen started her career with Yreka Transfer in 1987 in the office, managed the recycling center from 1992-2002, and has been the head bookkeeper at the main office since 2002. Karen became partner in 2004. Karen does all contract paperwork and heavy bookkeeping. Though no longer the supervisor for our recycling center, she is the operator, and does all the administration work and bookkeeping. She will be your main contact during the contract negotiation process. She also works on the day to day clerical work regarding this contract and others depending on the workload at the office. She can handle dispatch in the event of Laura Healy's absence.
- Laura Healy, Dispatcher. Laura started her career at Yreka Transfer working at the recycling yard in 1992 and has worked in our main office since 1995. Laura dispatches the drivers and communicates with the transfer station operators. This communication extends to the weekends as the transfer stations are open then and we need to know the needs for the upcoming week. Laura ensures everything is running smoothly and efficiently. She has been doing the dispatch for the contracts brilliantly since 2001. Laura can be contacted with any service related requests or to troubleshoot.
- Anthony Eller, Bookkeeper. Anthony has worked full time with the company since 2012. He handles accounts payable, trucking paperwork and roll off billing. He is cross training to do Karen's duties. Anthony (AJ) compiles the weight tickets and produces the monthly reports for the county. If the contract does in fact go to per trip compensation, he will compile the bill each month. Anthony can be contacted with any paperwork related questions. In the absence of Laura Healy or Karen Eller, he fills in to do their duties.
- Davey Bowen, Driver. Davey Bowen has been a class A driver for Yreka Transfer since 1994. Davey has been hauling the loads for the transfer stations for many years. Davey has an excellent safety record. Besides roll off trucks, Davey drives garbage trucks for us and in the past drove moving vans. He also fills in for Dustin Duke driving our tractor flatbed trailer combination.
- James Dustin Duke, Driver. Dustin has been a driver for Yreka Transfer since 2013, and upgraded his commercial license to a class A in 2015. He has hauled the loads from the

transfer stations often since then. Dustin has an excellent safety record as well. Dustin also does long hauls for our recycling center with a flatbed and drives roll off and garbage trucks. In the past, he was our main moving driver and drove many accident free miles.

- Yreka Transfer LLC office is located at 303 Yama St. in Yreka, CA. All team members can be reached at our main telephone number (530) 842-7306. The office is open Mon-Thurs 8-5 and Friday 8-4. Karen's email address is ytcllc@sbcglobal.net. Neal Eller cell phone is (530) 340-1184 Laura Healy cell phone (530) 598-2755. No team members have remote worksites, but Neal drives garbage routes most days.

Management

- Sharon E Rizzo, majority owner of Yreka Transfer LLC. Sharon has been an owner since 1972 of Yreka Transfer. Sharon is semi-retired now, but was instrumental in the execution up of the original hauling contracts with the County. We value her advice and experience. Sharon has passed on day-to day management to Neal and Karen Eller
- Neal and Karen Eller, minority owners. Responsible for the operation of Yreka Transfer LLC.

Project Manager

- Karen Eller
- Karen Eller or Neal Eller can negotiate the contract on behalf of the proposer

Dispatch

- Laura Healy
- In the event of vacation or illness, Anthony Eller or Karen Eller

Clerical

- Anthony Eller or Karen Eller can be reached

Drivers

- Davey Bowen and Dustin Duke. We have other drivers to fill in during vacation. The substitutes are Richard Anderson, who has been a Class A driver for Yreka Transfer since 1993 and Doug Foster since 2006. There will never be an interruption of services due to lack of drivers.

Attachment 4

Proposal Form 5. Equipment List

Provide a list of all primary and backup equipment, including vehicle type, make, model, age, and payload capacity (cubic yards). Explain vehicle maintenance program, and plan for dealing with equipment breakdowns to ensure uninterrupted services.

Primary Roll-Off Vehicles Trailers				
Type (single, tandem, pup trailer, other)	Make	Model	Age	CARB Compliant (Yes / No)
rolloff truck #24	Peterbilt	320	19 years	Yes
rolloff truck #16	Peterbilt	357	8 years	Yes
Trailer #24A	ENVR		17 years	N/A
Trailer #7A	Norcal		7 years	N/A

Secondary Roll-Off Vehicles Trailers				
Type (single, tandem, pup trailer, other)	Make	Model	Age	CARB Compliant (Yes / No)
Rolloff truck #36	INTL	5900	2 years	Yes
Rolloff truck #7	INTL	7600	13 years	Yes
Trailer #9A	ESPM		16 years	Yes

Roll-Off Boxes		
Size (cubic yards)	Number	Age
50 yd	6	17 years
50 yd	6	7 years
30 yd	3	17 years
20 yd	1	17 years
Approximately 12 other bins available if needed for recycling switchouts, various ages		

Vehicle & Equipment Maintenance Program

Explain vehicle maintenance program, and plan for dealing with equipment breakdowns to ensure uninterrupted services - **This information can be provided below or on a separate page.**

Our trucks are on a scheduled maintenance program performed by our mechanic. We are inspected biannually by the CHP to ensure our program meets DOT standards. We have two other rolloff trucks and an extra trailer to ensure there will be no interruption in service. We have plans to purchase another rolloff truck in the next 1-2 years.

Attachment 4

Proposal Form 8. References

Provide contact information for no less than three (3) references, preferably from public agencies.

Reference #1

Name	Steven Baker or Liz Casson
Jurisdiction / Relationship	City of Yreka Garbage haul + Biosolids hauling ^{Francise}
Title	City Manager / City clerk
Phone Number	530-841-2386
E-mail	sbaker@ci.yreka.ca.us

Reference #2

Name	Sara Kleier
Jurisdiction / Relationship	City of Montague - Garbage hauling, francise
Title	City Clerk
Phone Number	530-459-3030
E-mail	cityofmontague@shcglobal.net

Reference #3

Name	Tina Whiteman
Jurisdiction / Relationship	Cal-Fire - Garbage service for fire camps
Title	
Phone Number	530-842-3516
E-mail	tina.whiteman@fire.ca.gov

or