Docusign Envelope ID: AA3C7425-7EC1-8245-8119-04049CC1EB45

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Department of General Services
190 Greenhorn Road
Yreka, CA 96097

and

CONTRACTOR: Scott Valley Disposal, Inc.
11217 N. Hwy 3
Fort Jones, CA 96032
(530) 468-5705

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on November 1, 2026, and shall terminate on October 31, 2031, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

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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 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

The services provided by Contractor under this Contract are limited to the operation and management of the Transfer Station and the services expressly identified in Exhibit “A”. The Transfer Station and the County Landfill are separate and distinct facilities. Contractor shall not be responsible for the operation, maintenance, monitoring, permitting, post-closure care, remediation or other obligations associated with the landfill, except as expressly provided in this

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Contract. 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 or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

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.

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ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year. Following thirty (30) days written notice to Contractor identifying services not being satisfactorily performed, and Contractor failing to reasonably remedy such non-performance, County shall have the right to withhold a proportional amount of payment due to Contractor.

4.02 Invoices: Contractor shall submit monthly invoices in the amount of Twenty-Five Thousand Dollars ($25,000) for all services being rendered.

4.03 Date for Payment of Compensation: County shall pay 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.

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County shall not be responsible for any expense incurred by Contractor in performing services for County. Notwithstanding the foregoing, nothing in this Section shall require Contractor to bear any cost, fee, or expense that this Contract expressly assigns to County, including without limitation the costs described in Sections 6.02 (Permits and Regulatory Authority), 6.03 (Scales and Weighing Equipment), 6.04 (Utilities and Site Infrastructure), and 6.08 (Capital Repairs). To the extent any regulatory filing or permit revision requires Contractor to be named as operator of the Transfer Station, County shall be responsible for the cost of such filing or revision, and Contractor shall reasonably cooperate in providing information necessary to complete it.

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 General Services or his or her 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.

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5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' 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, to the extent arising out of or resulting from the negligent acts, errors, or omissions, or willful misconduct of Contractor or Contractor's assistants, employees or agents, including claims relating to the injury or death of any person or damage to any property. This indemnification obligation shall not extend to any liability, claim, damage, loss, or expense arising from the sole negligence or willful misconduct of County, its officers, agents, or employees. Where liability arises from the concurrent negligence of Contractor and County, Contractor's obligation to indemnify shall be limited to Contractor's proportionate share of fault. For purposes of this Section, Contractor's indemnification obligations are limited to claims, liabilities, damages, losses, costs, and expenses

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arising from Contractor's operation of the Transfer Station or performance of services under this Contract. The Transfer Station and the County Landfill are separate and distinct facilities. Contractor shall not be responsible for, or required to indemnify the County for, any liability, claim, damage, loss, cost, expense, environmental condition, regulatory matter, or other obligation arising from or relating to the landfill, except to the extent expressly provided otherwise in this Contract. Nothing in this Section shall be construed to make Contractor responsible for the ownership, operation, maintenance, monitoring, permitting, post-closure care, remediation, or other obligations associated with the landfill. Contractor agrees to maintain a policy of liability insurance in the minimum amount of ($2,000,000) Two 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.

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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 with no limits no less than One Million Dollars ($1,000,000) per occurrence, $2,000,000 aggregate, along with a follow-form Excess Liability policy providing an additional $2,000,000 limit. and automobile policy or policies of no less than One Million Dollars ($1,000,000) per accident 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,

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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, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 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.

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5.09 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.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors 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 Two Million and No/100 Dollars ($2,000,000.00), or as determined in writing by County's Risk Management Department. The County acknowledges that professional liability insurance is not required for this Contract.

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5.11 Environmental Impairment Liability Insurance: Contractor shall maintain Environmental Impairment Liability Insurance (also known as Pollution Liability Insurance) covering liabilities arising from the release, discharge, escape, dispersal, or migration of pollutants, contaminants, hazardous substances, or waste in connection with Contractor's operations or Services under this Agreement.

Such coverage shall:

- be written on an occurrence basis, or claims-made basis with an extended reporting period of not less than five (5) years following termination of the Agreement;
- provide limits of liability of not less than $1,000,000 per claim and $1,000,000 aggregate;
- cover bodily injury, property damage, environmental remediation, cleanup costs, transportation exposures, non-owned disposal sites, and defense costs;
- include coverage for sudden and gradual pollution conditions; and
- name Siskiyou County, its affiliates, officers, directors, employees, and agents as additional insureds.
- If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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5.12 Crime and Employee Dishonesty Insurance: Contractor shall maintain Crime Insurance, including Employee Dishonesty Coverage, with limits of not less than $25,000.00 per occurrence.

Such insurance shall include coverage for:

- theft, fraud, embezzlement, and dishonest acts committed by Contractor's employees;
- loss of money, securities, property, data, and other tangible or intangible assets;
- forgery or alteration;
- computer fraud and funds transfer fraud where applicable; and
- third-party fidelity coverage protecting Company from acts of Contractor personnel.

Coverage shall apply to all employees, temporary workers, subcontractors, and staffing personnel assigned to perform Services under this Agreement. Upon request, Contractor shall provide evidence of coverage and copies of endorsements reasonably requested by County. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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5.13 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.

5.14 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.

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5.15 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.

5.16 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.

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5.17 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.

5.18 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.

5.19 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.

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5.20 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.

5.21 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.

5.22 Separation of Transfer Station Operations: Contractor shall operate the Transfer Station as a separate operation from any other solid waste collection, hauling, disposal, recycling, or related business owned, operated, or controlled by Contractor. Contractor shall maintain separate records of all revenues, expenses,

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waste received, and services provided in connection with the Transfer Station. Contractor shall not use the Transfer Station, County-owned or County-provided property, equipment, personnel, funds, or other resources associated with the Transfer Station to subsidize, support, or otherwise provide an improper financial or operational benefit to Contractor's other businesses.

Contractor shall not commingle waste received at the Transfer Station with waste collected, generated, or otherwise handled through Contractor's other businesses except as necessary for the proper disposal or processing of waste in accordance with this Contract and applicable law. Contractor shall maintain sufficient records to demonstrate that waste, revenues, expenses, and other transactions attributable to the Transfer Station are properly accounted for separately from Contractor's other business operations.

5.23 Charge Accounts: Contractor shall have sole and exclusive responsibility for establishing, approving, administering, billing, collecting, and managing any charge accounts that Contractor, in its sole discretion, determines are appropriate for customers of the Transfer Station. Contractor shall establish and enforce all terms and conditions applicable to such charge accounts and shall be solely responsible for maintaining all records associated with such accounts.

The County shall have no responsibility or liability whatsoever for any charge account established by Contractor, including, but not limited to, account approval, billing, collection, unpaid or delinquent balances, credit decisions, disputes, bad debt, or any other costs, claims, or liabilities arising from or relating to such charge accounts. All charge accounts shall be solely between Contractor and the applicable customer, and Contractor shall be solely responsible for any amounts due or owing under such accounts. Contractor shall not represent or imply that the County has approved, guaranteed, or is otherwise responsible for any charge account or amounts owed thereunder.

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5.24 Prohibited Fire-Related Materials and Waste: Contractor shall not knowingly accept, receive, process, store, transport, or dispose of any material, debris, waste, or other items that have been burned, charred, or otherwise damaged by fire, including materials resulting from residential, commercial, structural, vehicle, wildfire, or other fires. Contractor shall also not knowingly accept, receive, process, store, transport, or dispose of any solid waste, garbage, debris, or other materials generated by, originating from, or associated with fire camps, including temporary camps established for firefighting, emergency response, fire suppression, or related activities, regardless of whether such materials have been burned or otherwise damaged by fire. Contractor shall immediately notify County if any prohibited fire-damaged material or fire-camp waste is presented for delivery to the Transfer Station.

5.25 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,

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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.

5.26 Breach and Remedies: Contractor's failure to comply with any requirement of Article 5 shall constitute a breach of this Contract. Any such failure that materially affects the Contractor's performance of its obligations under this Contract shall constitute a material breach and shall be subject to the remedies and termination provisions set forth in Article 7.

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.

6.02 Permits and Regulatory Authority: County represents and warrants that it holds, and shall maintain in good standing throughout the term of this Contract, a valid Solid Waste Facility Permit issued by CalRecycle and the applicable Local Enforcement Agency, together with all other permits, licenses, and land use approvals necessary for the lawful operation of the Transfer Station. County shall provide Contractor with copies of all such permits upon request. County shall immediately notify Contractor in writing of any notice of violation, enforcement action, inspection finding, permit suspension, permit revocation, or other regulatory correspondence received by County relating to the Transfer Station, whether arising before or during the term of this Contract. Contractor's obligations under this Contract are conditioned upon County's maintenance of all permits and approvals necessary for Contractor's lawful performance of the services, and any suspension, revocation, or material limitation of such permits not caused by Contractor's own acts or omissions shall not constitute a breach of this Contract by Contractor.

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6.03 Scales and Weighing Equipment: To the extent the Transfer Station utilizes a scale, weighbridge, or other weighing equipment for tonnage reporting or fee calculation, County shall be solely responsible, at its own cost, for the procurement, installation, calibration, certification, and repair of such equipment, including compliance with all applicable requirements of the California Department of Food and Agriculture, Division of Measurement Standards, or successor agency. County shall ensure such equipment is calibrated and certified no less frequently than required by law, and shall provide Contractor with documentation of current calibration and certification upon request. Contractor shall have no liability for any inaccuracy in tonnage or fee reporting arising from a failure, malfunction, or miscalibration of County-owned weighing equipment not caused by Contractor's negligence.

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6.04 Utilities and Site Infrastructure: County shall be solely responsible, at its own cost, for the provision and maintenance of water, electrical power, and sewer or septic service to the Transfer Station, and for the structural condition, repair, and maintenance of all County-owned buildings, scale house, fencing, and other fixed infrastructure at the Transfer Station, excluding routine housekeeping and litter removal obligations assigned to Contractor under Section 2.4. Contractor shall promptly notify County in writing of any condition of such infrastructure that Contractor reasonably believes requires repair or presents a safety hazard, and County shall address any such condition within a reasonable time given its nature and severity.

6.05 Responsibility for County Personnel: Notwithstanding Section 5.05 or any other provision of this Contract, County shall be responsible for its own negligent acts, errors, or omissions, and those of its officers, agents, and employees, in the performance of this Contract, to the extent permitted by law, including the Government Claims Act (Government Code Section 810 et seq.) and other applicable statutes governing the liability of public entities. Nothing in this Contract shall be construed to waive any immunity or defense available to County under California law, nor to require County to indemnify Contractor except to the extent expressly permitted by law and separately agreed in writing. County shall maintain such insurance or self-insurance as it deems appropriate to cover the acts and omissions of its officers, agents, and employees.

6.06 County Representation Regarding Site Condition: County represents that, to its knowledge, and except as disclosed in writing to Contractor prior to the Effective Date, the Transfer Station is free of any known environmental contamination, hazardous substance release, or regulatory violation that would materially impair Contractor's performance of the services.

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6.07 Responsibility for Pre-Existing Conditions: As between County and Contractor, County shall be solely responsible for the investigation, remediation, and cost of any environmental contamination, hazardous substance release, or violation of environmental law first occurring or existing prior to the Effective Date, regardless of when discovered, and shall remain solely responsible for such pre-existing condition regardless of whether it is later exacerbated, aggravated, or spread by any act or omission of Contractor. In the event Contractor's negligent acts or omissions cause an incremental increase in the severity, scope, or cost of remediation of a pre-existing condition beyond what would have existed absent such acts or omissions, Contractor shall be responsible only for that incremental increase, and County shall remain responsible for all costs, liability, and remediation obligations associated with the pre-existing condition as it existed prior to such exacerbation.

6.08 Capital Repairs: County shall be solely responsible, at its own cost, for all capital repairs, replacements, and improvements to the Transfer Station and its equipment necessary to bring, and to keep, the facility in compliance with applicable federal, state, and local law throughout the term of this Contract,

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including any upgrade required as a result of a change in law or regulatory requirement first taking effect after the Effective Date.

6.09 Documentation: Prior to the Effective Date, County and Contractor shall jointly document the condition of the Transfer Station, including photographs and a written punch list of known equipment conditions and any disclosed environmental or compliance issues.

6.10 Indemnification for Pre-Existing Conditions: Contractor's indemnification obligations under Section 5.05 and its insurance obligations under Section 5.11 shall not extend to, and County shall indemnify and hold Contractor harmless from, any liability, claim, fine, penalty, or remediation cost arising from a pre-existing condition.

6.11 Illegal Dumping: County acknowledges that the Transfer Station may be subject to unauthorized dumping, including dumping occurring outside of posted operating hours or beyond the perimeter of the area actively monitored by Contractor's staff during operating hours. County shall be solely responsible for enforcement against illegal dumping at the Transfer Station, including pursuing any available remedies against responsible parties, and shall be solely responsible for the cost of investigation and removal of any waste, debris, or material dumped at the Transfer Station outside of Contractor's posted operating hours or otherwise not directly attributable to Contractor's acceptance of waste during operating hours in the ordinary course of business. Nothing in this Section relieves Contractor of its obligations under Section 2.4 to maintain the Transfer Station in a clean and orderly condition during operating hours, or of its obligation to report observed illegal dumping to County promptly upon discovery.

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6.12 Landfill Responsibility and Liability: County acknowledges and agrees that the landfill, including all landfill areas, cells, waste disposal areas, closed or inactive landfill areas, landfill-related environmental conditions, and all associated historical and ongoing liabilities, is and shall remain the sole and exclusive responsibility of County. County shall be solely responsible for the ownership, operation, maintenance, monitoring, permitting, regulatory compliance, environmental compliance, closure, post-closure care, remediation, corrective action, and all other obligations associated with the landfill.

Contractor shall have no responsibility, duty, or liability for the landfill or for any condition, contamination, release, migration, waste, material, regulatory violation, environmental condition, claim, fine, penalty, cost, damage, or other liability arising from or relating to the landfill, whether occurring before, during, or after the term of this Contract. Contractor's operation of the Transfer Station shall not be construed as operation, management, ownership, control, or assumption of responsibility for the landfill.

County shall be solely responsible for, and shall defend, indemnify, and hold Contractor harmless from and against, any and all claims, demands, actions, liabilities, damages, fines, penalties, costs, expenses, remediation obligations,

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regulatory actions, or attorneys' fees arising from or relating to the landfill, except to the extent such liability is determined by a court of competent jurisdiction to have been caused solely by the Contractor's willful misconduct.

Nothing in this Section shall be construed to transfer to Contractor any ownership interest in, operational responsibility for, or liability associated with the landfill. The parties expressly intend that the Transfer Station operations performed by Contractor under this Contract remain separate and distinct from the landfill, and that County retain sole responsibility for the landfill and all liabilities associated therewith.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency 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.

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7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing ninety (90) days notice in writing to Contractor that the Contract is terminated. Upon receipt of such notice, Contractor shall take reasonable steps to wind down performance of the services in an orderly manner as directed by County. Upon termination under this Section, County shall pay Contractor for all services satisfactorily performed and all reimbursable costs incurred through the effective date of termination, and shall further pay Contractor's reasonable, documented demobilization and transition costs, including unamortized costs directly attributable to this Contract for equipment, bonding, and insurance procured specifically for performance of this Contract.

7.04 Termination of Funding: County may terminate this Contract, effective as of the beginning of any fiscal year, if the Board of Supervisors determines in good faith, following the budget process for that fiscal year, that sufficient funds have not been appropriated to fund the services to be performed under this Contract for that fiscal year, consistent with Article XVI, Section 18 of the California Constitution. County shall provide Contractor with written notice of such determination no later than ninety (90) days prior to the start of the fiscal year for which funding has not been appropriated, together with a written certification describing the basis for the non-appropriation determination. Upon termination under this Section, Contractor shall be paid the same amounts, on the same terms, as provided in Section 7.03. County's right to terminate under this Section shall not be exercised for the purpose of avoiding County's obligations under

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Section 7.03 where funds could reasonably have been appropriated in the ordinary course of County's budget process.

7.05 Termination Following Extraordinary Cost Increase: If the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics (or successor index), increases by ten percent (10%) or more on a cumulative basis measured from the Effective Date, or from the date of the most recent adjustment to compensation under this Section, whichever is later, Contractor may provide County with written notice requesting a review of the compensation set forth in Exhibit A. Within thirty (30) days of such notice, County and Contractor shall meet and confer in good faith to reasonably review and discuss whether, and to what extent, an adjustment to Contractor's compensation is warranted in light of such increase. If County and Contractor are unable to reach written agreement on an adjustment to compensation within forty five (45) days following Contractor's notice, Contractor may terminate this Contract by providing County no less than sixty (60) days written notice. Contractor shall continue to perform the services in the ordinary course during the periods described in this Section, unless otherwise agreed in writing. Upon termination under this Section, Contractor shall be paid the same amounts, on the same terms, as provided in Section 7.03. Nothing in this Section obligates County to agree to any specific adjustment in compensation, and nothing in this Section limits Contractor's other rights or remedies under this Contract.

In Process

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.

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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 provisions 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.

In Process

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.

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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.

In Process

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.

(SIGNATURES ON FOLLOWING PAGE)

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IN WITNESS WHEREOF, County and Contractor have executed this agreement 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:_____

_____
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Scott Valley Disposal, Inc.

Date: 9/25/2026

DocuSigned by:
Bradley Isbell
94BCEB91764446E...
Bradley Isbell, Owner

Date: 9/25/2026

DocuSigned by:
Sandy Hogge
94BCEB91764446E...
Sandy Hogge, Secretary

In Process

License No.: 232
(Licensed in accordance with an act providing for the registration of contractors)

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. 68-0593951

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
5350	404010	728153	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: $1,500,000.00
FY 26/27 $200,000.00
FY 27/28 $300,000.00
FY 28/29 $300,000.00
FY 29/30 $300,000.00
FY 30/31 $300,000.00
FY 31/32 $100,000.00

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If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

In Process

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Exhibit A

Bid Submission Form

RFB Number: 26-404010-01
Project Description: Facility Operation/Happy Camp
Department: General Services
Submitted to: Emily Harper
Closing Date: 7/23/26

The County of Siskiyou reserves the right to accept or reject any and all proposals in the County's best interest.

This proposal, in response to RFB Number 26-404010-01, is submitted on this date: 7/23/26 by the below named firm/individual by the undersigned authorized representative.

Company Information

Business Name: Scott Valley Disposal Inc. Phone Number: (530)468-5705

Street Address: 11217 North Hwy 3 Email: svdisposal@gmail.com

City: Fort Jones State: CA Zip Code: 96032

Authorized Representative: _____ License Number: _____

The Undersigned declares that they have read and thoroughly understand the Request for Bids (RFB) and all attached documents. The undersigned hereby agrees if this bid is accepted by the County to furnish all equipment, transportation, and services required to complete said work and to accept as payment the prices set forth in this bid.

Signature: _____ Date: 7/23/26

Please submit all bid and pricing information as attachments to this form.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
419 Flint St
Reno NV 89501

License#: 0D69293

CONTACT NAME: Dera Gilmore
PHONE (A/C, No, Ext): 877-730-1222 FAX (A/C, No): 805-545-8224
E-MAIL ADDRESS: dera_gilmore@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : Key Risk Insurance Company	10885
INSURER C : Crum & Forster Specialty Insurance Co	44520
INSURER D : Omaha National Casualty Company	32107
INSURER E :	
INSURER F :	

INSURED
Scott Valley Disposal, Inc.
138 Forest Walk
Etna CA 96027

SCOTVAL-01

COVERAGES **CERTIFICATE NUMBER:** 1714375414 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLP2030639-16	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP2030640-16	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			SEO-149313	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ONCC12636-04	4/1/2025	4/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of California, its officers, agents, employees and servants are additional insured with regards to the General Liability per attached form with respect to work performed for the State of California.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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11217 N. Hwy 3 Fort Jones, CA 96032 ↣ svdisposal@gmail.com ↣ (530) 468-5705

July 21, 2026

Emily Harper, Project Coordinator
County of Siskiyou – General Services
190 Greenhorn Road
Yreka, CA 96097

Re: RFP #26-404010-01 – Facility Operation and Solid Waste/Recycling Disposal at the Happy Camp Transfer Station

Dear Ms. Harper,

Scott Valley Disposal is pleased to submit this proposal in response to Siskiyou County's Request for Proposals for the operation and maintenance of the Happy Camp Transfer Station. Since our founding in 1990, Scott Valley Disposal has proudly provided dependable, environmentally responsible solid waste and recycling services to the residents and businesses of Siskiyou County. As a locally owned and operated company, we understand the unique challenges of serving rural communities and are committed to delivering reliable, high-quality service while protecting the natural resources that make our region exceptional.

For more than three decades, our company has served communities throughout Scott Valley and the Klamath River corridor, including Etna, Fort Jones, Quartz Valley, Callahan, the Masterson area, Klamath River, Happy Camp, Seiad Valley, Hamburg, Sawyers Bar, Forks of Salmon, and Cecilville. Our long-standing presence in these communities has allowed us to build strong relationships with residents, businesses, and local agencies while developing the operational experience necessary to provide dependable service in remote and often challenging environments.

Scott Valley Disposal currently owns and operates its own transfer station, providing us with firsthand experience in the daily management, regulatory compliance, maintenance, customer service, equipment operation, reporting, and environmental stewardship required to successfully operate a public solid waste facility. This experience has given us a comprehensive understanding of the operational standards and regulatory requirements necessary to ensure safe, efficient, and compliant transfer station operations.

Our company is also committed to advancing sustainable waste management practices throughout Siskiyou County. We have recently been awarded two State of California grants to develop a regional composting facility, demonstrating our continued investment in expanding environmentally responsible waste diversion opportunities and supporting California's long-term recycling and organics diversion goals. These investments reflect our commitment to innovation while strengthening local infrastructure that benefits our communities for years to come.

Beyond our business operations, Scott Valley Disposal is deeply invested in the communities we serve. We proudly support local youth through sponsorships, school activities, athletic

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programs, and community organizations because we believe strong local businesses have a responsibility to help strengthen the communities where our employees and customers live. Our commitment extends beyond waste collection—we strive to be a dependable community partner.

Regulatory compliance and workplace safety remain fundamental to every aspect of our operation. Scott Valley Disposal is committed to full compliance with all applicable federal, state, and local laws and regulations governing solid waste operations, including CalRecycle requirements, Department of Toxic Substances Control regulations, OSHA standards, environmental permitting requirements, and all applicable health and safety regulations. Our experienced staff receive ongoing training to ensure our operations remain safe, efficient, and fully compliant.

We appreciate the opportunity to submit this proposal and look forward to the possibility of continuing our service to the residents of Happy Camp and the surrounding communities. We are confident that Scott Valley Disposal's decades of local experience, operational expertise, community commitment, and investment in the future of waste management make us uniquely qualified to successfully operate the Happy Camp Transfer Station.

Thank you for your consideration. We welcome the opportunity to discuss our proposal further and answer any questions you may have.

Sincerely,

Bradley Isbell



Owner
Scott Valley Disposal
(530)468-5705

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2.0 SCOPE OF WORK RESPONSE

Scott Valley Disposal proposes to provide full-service operation and management of the County-owned Transfer Station. Scott Valley Disposal will provide the labor, equipment, fuel, materials, supplies, and operational expertise necessary to operate the Transfer Station safely, efficiently, and in accordance with the requirements of the RFP and final agreement.

Scott Valley Disposal has provided solid waste and recycling services in Siskiyou County since 1990 and understands the unique operational needs associated with providing dependable waste services in rural communities.

1. Transfer Station Operations

Scott Valley Disposal will provide the personnel, equipment, and operational services necessary for the day-to-day operation of the Transfer Station, including:

- Staffing the Transfer Station during all established public operating hours.
- Receiving and managing municipal solid waste delivered by the public and local haulers.
- Receiving, separating, storing, and managing recyclable and recoverable materials accepted at the facility.
- Managing e-waste, universal waste, used oil, scrap metal, furniture, tires, appliances, recyclable beverage containers, and other materials designated for collection by the County.
- Directing customers to appropriate disposal and recycling locations within the facility.
- Collecting applicable disposal and service fees in accordance with the County-approved rate schedule.
- Maintaining accurate records of transactions and collections.
- Depositing County funds in accordance with procedures established by the County.
- Coordinating the transportation and removal of waste and recyclable materials from the Transfer Station as necessary.

In Process

Scott Valley Disposal will operate the Transfer Station in a professional manner with an emphasis on public service, safety, regulatory compliance, cleanliness, and efficient movement of materials.

2. Equipment and Transportation

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Scott Valley Disposal will provide the mobile equipment necessary to perform the proposed Transfer Station operations, including a **backhoe** for material handling, loading, site maintenance, and other operational needs.

Scott Valley Disposal will also provide **roll-off containers for scrap metal collection and storage** and will provide hauling and transportation of scrap metal to appropriate recycling or processing facilities.

Vehicles and equipment utilized by Scott Valley Disposal will be appropriate for their intended purposes and maintained in safe and serviceable operating condition. Loads transported by
Scott Valley Disposal will be appropriately secured and contained to prevent materials from blowing, falling, sifting, or leaking during transportation.

3. Collection of Waste, Recyclables, and Fees

Scott Valley Disposal will accept solid waste and designated recyclable materials from members of the public and local haulers in accordance with the Transfer Station's permitted operations and County requirements.

Scott Valley Disposal will collect County-established fees associated with the receipt of materials. All fees collected on behalf of the County will remain the property of the County and will be accounted for and deposited in accordance with County-established procedures and the final agreement.

In Process

4. Proposed Hours of Operation

Scott Valley Disposal proposes to operate the Transfer Station:

Wednesday through Saturday – Eight (8) hours per day

This schedule provides four consecutive days of public access, including Saturday, and satisfies the minimum operating schedule identified in the RFP.

Specific opening and closing times will be established in coordination with the County and may be adjusted by mutual agreement to best serve the public and operational needs of the facility.

5. Transfer Station Office

Scott Valley Disposal will utilize the on-site Transfer Station office for the administration of Transfer Station operations, including customer transactions, recordkeeping, reporting, and other activities associated with operation of the facility.

6. Employee Training and Safety

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Scott Valley Disposal will ensure that employees assigned to the Transfer Station receive training appropriate to their job duties and the equipment they operate.

Scott Valley Disposal will maintain workplace safety practices consistent with applicable OSHA requirements and other laws and regulations applicable to its operations.

7. Facility Cleanliness and Daily Operations

Scott Valley Disposal will maintain the Transfer Station operating areas in a clean, orderly, and safe condition.

Operational responsibilities will include:

- Daily litter collection within the Transfer Station operating area.
- Maintaining waste and recycling collection areas in an orderly condition.
- Ensuring waste is appropriately contained at the conclusion of each operating day.
- Managing roll-off containers and other collection areas to minimize overflow and windblown material.
- Removing litter from fencing, trees, grounds, and other on-site areas of Transfer Station operations.
- Maintaining safe access to customer unloading and collection areas.

In Process

8. Road Access, Snow Removal, and Signage

Scott Valley Disposal will provide reasonable on-site snow removal and minor maintenance necessary to maintain access to the Transfer Station when conditions permit.

Scott Valley Disposal will provide and maintain operational signage for which the Contractor is responsible under the RFP. Pricing and rate signage will be coordinated with and approved by the County.

9. Operational Records and Reporting

Scott Valley Disposal will maintain records associated with its operation of the Transfer Station and will make those records available to the County as reasonably required.

Scott Valley Disposal will provide operational information necessary for the County's administration of the facility, including records of materials received, tonnage information, fee collections, hauling activities, and other information required under the final agreement.

10. Environmental and Regulatory Reporting – County Responsibility

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The County shall retain responsibility for all site-level environmental, regulatory, permitting, monitoring, testing, and reporting obligations associated with ownership and permitting of the Transfer Station property and facility.

This includes, but is not limited to, environmental reports, permit-required reports, regulatory agency submissions, monitoring and testing requirements, and reporting to CalRecycle, the
Local Enforcement Agency, Regional Water Quality Control Board, Department of Toxic Substances Control, or other regulatory agencies to the extent such requirements arise from the County's ownership, permitting, environmental condition, or regulatory status of the site.

Scott Valley Disposal will maintain operational records within its possession and will reasonably cooperate with the County by providing operational information necessary for the County to complete its required environmental or regulatory reporting.

Nothing in this Scope of Work shall transfer responsibility for the County's site environmental
compliance, environmental monitoring, environmental reporting, permitting obligations, or pre-existing environmental conditions to Scott Valley Disposal.

In Process

11. Transfer Station Versus Landfill Responsibility

Scott Valley Disposal's responsibilities under this proposal and any resulting agreement are expressly limited to the operation and management of the Transfer Station and the services specifically identified in the final agreement.

**Scott Valley Disposal shall not assume ownership, operational responsibility, maintenance responsibility, regulatory responsibility, environmental responsibility, remediation
responsibility, or liability for the landfill, closed landfill, landfill unit, or any historic disposal area located on or associated with the County property.**

The County shall retain responsibility for the landfill and any obligations or liabilities associated with the landfill, including, but not limited to, closure and post-closure requirements,
environmental monitoring, groundwater or surface water monitoring, landfill gas monitoring, corrective action, remediation, regulatory reporting, permitting, and any existing or future environmental conditions attributable to landfill operations or historic disposal activities.

Scott Valley Disposal's use of County property for purposes of operating the Transfer Station shall not constitute assumption of responsibility or liability for the landfill or its past or present environmental condition.

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12. Regulatory Compliance

Scott Valley Disposal will conduct its Transfer Station operations in compliance with federal, state, and local laws and regulations applicable to the services performed by Scott Valley Disposal, including applicable worker safety, transportation, solid waste handling, and equipment
requirements.

The parties acknowledge that compliance responsibilities associated with **Scott Valley Disposal's operation of the Transfer Station** are separate from the County's responsibilities as **property owner, landfill owner/operator, facility permit holder, and/or responsible party for site environmental conditions and environmental reporting**, as applicable.

13. Coordination With the County

Scott Valley Disposal will maintain regular communication with County representatives regarding facility operations, public needs, equipment, material handling, recycling, safety concerns, and other operational matters.

The goal of Scott Valley Disposal is to provide the County with a reliable, locally operated Transfer Station that provides consistent public service consistent with responsible recycling and diversion of materials from the waste stream.

In Process

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Pricing Proposal

Scott Valley Disposal Inc.

11217 North Hwy 3

Fort Jones, CA 96027

(530)468-5705

Annual Contract Price Proposal

Scott Valley Disposal proposes to provide complete operation and management of the County-owned transfer station in Happy Camp for a fixed annual cost: Note this amount is based off a 5-year contract.

Annual Contract Amount: $300,000

The proposed price includes all labor, equipment, administration, reporting, regulatory compliance, maintenance, and operational services necessary to perform the Scope of Work.

Cost Category	**Annual Cost**
Operations Management & Personnel	$165,000
Equipment Operation & Maintenance	$55,000
~~Roll-Off Containers & Hauling Services for Recycling~~	~~$35,000~~ $0
Regulatory Compliance & Reporting	$18,000
Facility Maintenance & Groundskeeping	~~$20,000~~ $5,000
Administrative Services & Fee Collection	$22,000
Insurance, Safety Training & Risk Management	$30,000
Contingency & Operational Support	$5,000
Total Annual Contract Price	**$300,000**

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Cost Breakdown:

Operations Management & Personnel

$165,000

Includes all labor required to operate the transfer station, including:

- Site management
- Equipment operators
- Customer service personnel
- Fee collection
- Public assistance
- Daily facility supervision
- Employee wages and payroll expenses

Equipment Operation & Maintenance

$55,000

Includes:

- Backhoe operation
- Fuel
- Preventative maintenance
- Repairs
- Equipment inspections
- Replacement wear items
- Equipment transportation

Roll-Off Containers

$0

Includes:

- Roll-off containers
- Scrap metal containers
- Container transportation
- Container maintenance
- Disposal logistics

Regulatory Compliance & Reporting

$18,000

Includes:

- CalRecycle reporting
- DTSC reporting
- EPA compliance
- Recordkeeping
- Monthly tonnage reports
- Documentation
- Environmental compliance
- Permit compliance

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Facility Maintenance & Groundskeeping

$5,000

Includes:

- Daily litter removal
- Grounds maintenance
- Site cleanup
- Snow removal
- Sign maintenance
- Minor road maintenance
- Housekeeping
- Daily inspection of operating areas

Administrative Services & Fee Collection

$22,000

Includes:

- Office operations
- Customer records
- Fee collection
- Weekly deposits
- Accounting support
- Administrative reporting
- Communication with County staff

Insurance, Safety Training & Risk Management

$30,000

Includes:

- General liability insurance
- Workers' compensation
- Vehicle insurance
- Maintain OSHA compliance
- Employee safety training
- Safety meetings
- Emergency response planning

Contingency & Operational Support

$5,000

Provides funding for unforeseen operational needs, including:

- Emergency equipment repairs
- Weather-related operations
- Temporary staffing
- Fuel price fluctuations
- Emergency response activities
- Miscellaneous operational expenses

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References:

Hayes and Son

60833 Gordons Ferry Rd

Happy Camp, CA 96032

(530)598-1732

Siskiyou Telephone

Contact: Mark Apland

30 Telco Way

Etna, CA 96027

(530)467-6000

Denny Bar Company

511 Main St

Etna, CA 96027

Cole: (530)227-8186 Sparrow: (530)524-2817

Ray Haupt

4210 Red Cedar Ct

Etna, CA 96027

(530)925-0444