

AGREEMENT NO. ___ - ___
(Agreement for Landfill Operations Management)

THIS LANDFILL OPERATIONS AGREEMENT (“Operations Agreement or Agreement”) is made and entered into this 26th day of April, 2022, by and between the County of Yolo, a political subdivision of the State of California (“County”) and B&D Geerts Construction, Inc., a California corporation (“Contractor”).

RECITALS

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as landfill operations; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, the Division of Integrated Waste Management, Yolo County Central Landfill is responsible for the disposal needs of the cities of Davis, Woodland, West Sacramento, Winters and the unincorporated areas of Yolo County; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the Division of Integrated Waste Management has determined that the public health, safety and well- being require that a contract be awarded to a qualified solid waste enterprise for operations of the Yolo County Central Landfill; and

WHEREAS, the County possesses certain land in the County of Yolo, State of California, located in Section 30 and Northwest Quarter Section 29 Township 9 North, Range 3 East, M.D. consisting of approximately 724.54 acres known as the Yolo County Central Landfill, hereinafter called “Site;” and

WHEREAS, said land shall be used and maintained by the County as a Site for the use of the general public as a depository for garbage, refuse, rubbish, debris or other nonhazardous abandoned waste matter; and

WHEREAS, the County is the “operator” (as that term is defined in Section 40160 of the California Public Resources Code) of the Site and the County may from time to time construct, close and improve the Site or may acquire additional land therefore; and

WHEREAS, the County is empowered to adopt reasonable rules and regulations for use of the Site and may prescribe, revise, and collect charges for the services and facilities furnished by the County; and

WHEREAS, the County may revise said rules and regulations and such charges from time to time during the term of this Agreement; and

WHEREAS, the intent of the specifications contained in this Agreement is to ensure the Site is operated in a manner that provides the general public with a workable and convenient facility for refuse disposal and waste diversion, to ensure the Site is not offensive to the senses or injurious to the public health or welfare, and to ensure that all Site operations are consistent with the specifications contained in the Solid Waste Facility Permit for the Site and the Waste Discharge Requirements; and

WHEREAS, it is the obligation of the Contractor to take reasonable steps to accomplish the foregoing goals, notwithstanding the absence of an expressed specification to this effect; and

WHEREAS, the County proposes to enter into this Agreement with the Contractor herein for the operation and management of the Site; and

WHEREAS, the County circulated and distributed a Request for Proposals, a copy of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to operate the Yolo County Central Landfill, a copy of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which is hereto attached as Exhibit G; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. INCORPORATION OF RECITALS: DEFINITIONS

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. For purposes of this Agreement, capitalized terms shall be defined as set forth in Exhibit D, unless a different definition is provided herein.

II. BASIC SERVICES

A. Contractor shall furnish all necessary labor, equipment and materials to operate the Yolo County Central Landfill in accordance with the requirements of this Agreement and to the satisfaction of the Director of the Community Services Department or their designee (“Director”).

B. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP
Exhibit B	Contractor Proposal in part, including attachments and exhibits thereto
Exhibit C	Compensation
Exhibit D	General Provisions
Exhibit E	Site Plans
Exhibit F	Prevailing Wage Determination
Exhibit G	Values of Yolo County of Yolo
Exhibit H	Payment & Performance Bonds

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

C. Contractor shall comply with all applicable provisions of Title 27, California Code of Regulations as they pertain to operation and maintenance of a solid waste disposal site, and those provisions are incorporated herein as if fully set forth herein.

D. The complete Agreement shall include and incorporate the following permits and documents by reference and Contractor shall conduct all Operations in complete compliance with these permits, including any amendments or revisions thereto, or any additional permits for the facilities that are subsequently determined to be necessary:

- 1) Yolo County Central Landfill Solid Waste Facility Permit, 57-AA-0001
- 2) Yolo County Central Landfill Waste Discharge Requirements Order Numbers R5-2016-0094, R5-2002-0078
- 3) Yolo Solano Air Quality Management District Permit to Operate Nos. P-15-05a, P-31-10a, P-49-14, P-26-98(t2) and Title V Operating Permit F-01392-8

4) Yolo County Central Landfill Joint Technical Document dated June 2021

E. Additional work that is beyond the scope of this Agreement and requested in writing by the Director shall be governed by Exhibit D

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

Contractor shall be paid for its operation of the Site in accordance with the rates set forth in Exhibit C and as further specified in this Section III of the Agreement, provided that in no event shall Contractor be paid more than \$3,500,000 annually (“Annual Compensation Cap”) except as expressly specified below or otherwise agreed to in writing by the County with an amendment to this Agreement. For all weight-based compensations, the total weight of material shall be the sum of the weights measured at the YCCL scales and the sum of the flat-fee loads multiplied by their average weights. All compensation will be adjusted to take into account any inflationary adjustments and liquidated damages allowed under Exhibit D.

A. For Municipal Solid Waste, Contractor shall be compensated at the Monthly Base Payment included in Exhibit C, Item 1. Additionally, Contractor shall be compensated monthly based on the Per-Ton Service Fee(s) included in Exhibit C, Item 2, and the total weight of Municipal Solid Waste disposed for that month.

B. For Biosolids, Contractor shall be compensated monthly based on the Per-Ton Service Fee(s) included in Exhibit C, Item 3, and the total weight of Biosolids received and beneficially utilized that month.

C. For Hydro-Excavation and Drilling Mud, Contractor shall be compensated monthly based on the Per-Ton Service Fee(s) included in Exhibit C, Item 4, and the total weight of Hydro-Excavation and Drilling Mud received that month.

D. For use of Leachate and Liquid Waste for dust control, Contractor shall be compensated monthly based on the Per-Gallon Service Fee included in Exhibit C, Item 5 and the total gallons of leachate and liquid waste used as dust control that month.

E. For Liquid Waste, Contractor shall be compensated monthly based on the actual approved time spent in the operation and maintenance of the liquid waste pond at the labor and equipment rates included in Exhibit C. Compensation for Liquid Waste shall not be subject to the Annual Compensation Cap.

F. For Diesel Fuel Adjustment, Contractor shall be compensated based on the formula provided in Exhibit D and the actual fuel purchase and utilized at the Site that month.

G. For Soil Delivery Payment Deduction, Contractor’s monthly payment shall be reduced based on the per-ton rate included in Exhibit C, Item 6, and the total weight of soil received that month that is directed to the Contractor for Contractor’s use.

H. For Extended Operating Hours from 4 p.m. to 5 p.m. on weekdays, Contractor shall be compensated based on the actual days of extended operating hours and the rates provided in Exhibit C.

I. For Performance Based Increases and Decreases, terms are as provided in Exhibit D.

J. For Director approved Extra Work, terms are as provided in Exhibit D.

K. Compensation for all other work associated with the Agreement, including overhead, is considered incidental and covered in the compensation rates set forth in Exhibit C. Payment to Contractor shall be considered as full compensation for all personnel, materials, supplies, and equipment used in operation of the Site.

IV. METHOD OF PAYMENT

A. Within fifteen (15) days following the end of the month, Contractor shall submit a detailed invoice documenting work related to Liquid Waste, any Extra Work and copies of any invoices for diesel fuel purchased that month.

B. Within thirty (30) calendar days of the receipt of Contractor's detailed invoice, the Director shall prepare a compensation summary that will itemize in detail the compensation due the Contractor and County for the previous month. The compensation summary shall include the total weight of each material received for that month, Extra Work and any adjustments in compensation provided in Section III and Exhibit D.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services

required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from May 15, 2022 (“Commencement Date”) through June 30, 2027 unless sooner terminated as hereinafter provided. The County may elect, at its sole option, to extend the Term of this Agreement for up to two periods of a length not exceeding one year each. The County in its notice extending the Term may elect

to extend the Term for a period of less than one year, but in such event the lesser period shall be specified in the County's notice. If the County elects either one or both of the extension options, the Contractor shall be bound to perform all Contractor obligations for the additional extension period described in the County's notice extending the Term. If the County elects to extend the Agreement, the County shall give the Contractor a minimum of 180-days' notice of the extension prior to the expiration date of the initial Term or, if applicable, the first extension option.

B. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

C. Termination for Convenience.

1. The County shall have the option of terminating this Agreement at any time without cause by giving notice to the Contractor at least 180 days prior to the termination date specified in said notice. County shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by County and Contractor of the portion of such task completed but not paid prior to said termination. County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of this Agreement.

2. The Contractor shall also have the option of terminating this Agreement at any time without cause by payment to the County of the sum of money hereinafter mentioned in this section and by concurrently giving notice to the County at least 180 days prior to the termination date specified in said notice. If the Contractor exercises such option and if the specified date of termination is within two years of the Commencement Date, the sum to be paid by Contractor to County in consideration of the exercise of such option shall be five-hundred thousand dollars (\$500,000). If the Contractor exercises such option and if the specified date of termination is later than two years from the Commencement Date, but not later than three years, the sum to be paid to County in consideration of the exercise of such option shall be two-hundred-fifty thousand dollars

(\$250,000). If the Contractor exercises such option and if the specified date of termination is later than three years from the Commencement Date, the sum to be paid to County in consideration of the exercise of such option shall be fifty thousand dollars (\$50,000).

D. The following situations with respect to the Contractor shall constitute grounds for the immediate termination of this Agreement and removal of the Contractor from the Site:

1. Permitting any condition on the premises constituting a public health hazard as determined by the Department or any agency responsible for public health or welfare.
2. Failure to furnish or have in effect any insurance or surety bond and maintain certificate of such on file with the Department, as required by this Agreement including, but not limited to, liability and worker's compensation insurance.
3. Making any assignment for the benefit of creditors.
4. Declared incompetent by any court or failure to maintain requisite licenses.
5. A levy, attachment or garnishment is issued against the equipment or fuel normally used in the performance of this Agreement or on any funds payable to the Contractor under this Agreement.
6. Failure to fulfill the requirements of Section 3.16 (Labor Code).
7. When it appears to the satisfaction of the County that the Contractor has abandoned the operation.
8. When the Contractor frequently violates the terms of this Agreement as determined in the sole discretion of the County.
9. When the Contractor fails to achieve a waste to air space density of at least 900 pounds per cubic yard for one measurement period or has a waste to air space density below 1,050 pounds per cubic yard for two consecutive measurement periods.
10. When the same operational violation appears on LEA inspection reports for three successive months or six times in a year.

Termination of this Agreement by the County pursuant to this Section IX.D shall not terminate nor extinguish any remedy the County may have against the Contractor or Contractor's surety on Contractor's Faithful Performance Bond.

E. Except for items warranting immediate termination as specified in subdivision IX.D of this Agreement, if the Contractor fails to comply with the terms of this Agreement, as determined by the Department, the County shall give the Contractor written notice of the default setting forth with specificity the factual basis for the determination. If the default is not corrected to the satisfaction of the Department within seven days from the date such notice is personally served on the Contractor or ten days from the date such notice is mailed to the Contractor (or such longer period as is specified in the notice or mutually agreed to in writing by County and Contractor), the County may, but does not waive such default if it chooses not to terminate this

Agreement and remove the Contractor from the Site without further notice. Termination of this Agreement by the County pursuant to this Section IX.E shall not terminate nor extinguish any remedy the County may have against the Contractor or Contractor's surety on Contractor's Faithful Performance Bond.

F. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days' advance written notice thereof to the Contractor.

G. Notwithstanding the termination provisions herein, the parties will mutually terminate this Agreement if Contractor is unable to provide acceptable, timely annual Payment and Performance Bonds as required by Paragraph 2.19 of Exhibit D to this Agreement and the terms and conditions of the Payment and Performance Bond forms incorporated as Exhibit H to this Agreement.

H. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

I. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the Director. For the purpose of this Agreement, distinctions on the grounds of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; or treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the County, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

C. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the County, its officials, officers, employees, volunteers, and agents free and harmless from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, response mediation and removal costs, losses, demands, debts, liens liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including costs and fees) of any kind whatsoever paid, incurred or suffered by, or asserted against, the County arising from or attributable to acts or omissions of Contractor, its agents, employees, contractors and/or subcontractors including but not limited to any

repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance or Hazardous Wastes brought to the Site during the term of this Agreement, or handled by Contractor or its agents, employees, contractors and /or subcontractors at any place where the Contractor conducts operations pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, insure, protect, hold harmless and indemnify the County from liability.

D. Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

E. Subcontractor agrees to be bound to the General Contractor/~~or~~ Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/~~or~~ Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

F. In providing any defense under this Section XII of the Agreement, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Pollution Liability** – \$1,000,000/occurrence and \$5,000,000/aggregate
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- E.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- F.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's

work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

- G.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. LABOR CODE REQUIREMENTS

- A.** Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Site operations are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- B.** If the Site operations are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subconsultants performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. Performance of Site operations pursuant to this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- C.** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

XVI. NOTICE

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective

addresses as follows:

Contractor: B&D Geerts Construction Inc.
30660 Hoobyar Lane
Winters, CA 95694
Attn: Ben Geerts

County: County of Yolo
Community Services Department
Division of Integrated Waste Management
44090 County Road 28H
Woodland, CA 95776
Attn: Ramin Yazdani

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (530) 795-2252

County: (530) 666-8853

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVII. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVIII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XIX. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal

year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the

County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXIII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIV. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXVI. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation

(whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

B&D Geerts Construction, Inc.

By: Ben Geerts
Ben Geerts, President

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip Pogledich, County Counsel

By: Kimberly Hoed
Kimberly Hoed, Assistant County Counsel

WORKERS' COMPENSATION CERTIFICATE

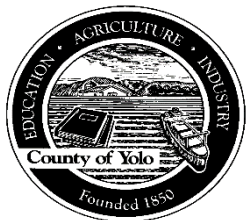
I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By Ben Geetz
President

Print Name/Title



COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP)
For
Yolo County Integrated Waste Department
Landfill Operations Management

Located at:
44097 County Road 28H
Woodland, CA 95695

Proposal Responses Due:
2 p.m.
February 10, 2022

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
Karen.Kawelmacher@yolocounty.org

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III.	General Instructions & Information	6
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Required Contractor Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C"	Proposal Cost Worksheet
Exhibit "D"	Previous Customer References
Exhibit "E"	Demonstrated Competence/Responsibility
Exhibit "F"	Discussion of Implementation of Scope of Work
Exhibit "G"	Alternatives
Exhibit "H"	Exceptions
Exhibit "I"	Signature Page
Exhibit "J"	Non-Collusion Non Conflict of Interest Statement
Exhibit "K"	Financial Statements
Exhibit "L"	Proposal Guarantee

Attachments:

Attachment 1	Agreement (including exhibits defining work scope)
Attachment 2	Historical waste tonnages
Attachment 3	Joint Technical Document
Attachment 4	Solid Waste Facility Permit
Attachment 5	Waste Discharge Requirements
Attachment 6	Air District Permits
Attachment 7	Prevailing Wage Determination
Attachment 8	Performance and Payment Bond

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo County Division of Integrated Waste Management (DIWM) is seeking proposals from qualified contractors for the operation of the Yolo County Central Landfill which primarily services as a depository for garbage, refuse, rubbish, debris and other non-hazardous waste (Waste Management Unit Classification Group Three Waste) for residents of Yolo County per scope of work, as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California, a political subdivision of the State of California.

C. SCOPE OF WORK

1. GENERAL SPECIFICATIONS:

- a. The County of Yolo is requesting from qualified contractors to provide operational services at the Yolo County Landfill in accordance with the attached agreement (Attachment 1). The Contractor will perform various services as may be required throughout the year as designated by Yolo County Integrated Waste Department. The Contractor who is selected will be expected to perform services based on the prices contained in this Request for Proposal. The Contractor will furnish all labor, tools, equipment, machinery, materials and any disposal costs to perform all operational services.
- b. The Contractor is expected to fully complete the Proposal Cost Worksheet Exhibit C
- c. All services must be quoted at prevailing wage rates in accordance with the attached special prevailing wage determination for this Agreement. (See Attachment 1 re Labor Code Compliance and Attachment 7, Prevailing Wage Determination).
- d. This project is subject to the compliance and enforcement by the department of Industrial Relations (DIR). All contractors and subcontractors must be registered with the DIR prior to submitting a quote for this project and must include their DIR number with all other required quote submittal documents. In submitting a proposal, it shall be the Contractor's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements and applicable laws in its proposal.
- e. The Contractor shall be required to comply with California OSHA and Department of Transportation Standards, or other regulations as applicable.
- f. The Contractor is also expected to complete the Previous Customer References in Exhibit D.
- g. The prices submitted by the Contractors in this proposal must remain in effect for twelve (12) months during beginning June 1, 2022 through June 30, 2027. The awarded contract may be extended by the County for two (2) additional one (1) year periods.

Original Term	6/1/22-6/30/27
1) 1 st Additional Term	7/1/27-6/30/28
2) 2 nd Additional Term	7/1/28-6/30/29

As further set forth in Attachment 1, either the County or the Contractor may terminate the contract at any time provided 180 days' notice is given, however, that a substantial penalty will be assessed to the Contractor if the Contractor terminates the contract before three years are completed as set forth in Attachment 1.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. All addenda issued during the bid period are to be covered in the proposal and will become part of the agreement with the County.

G. PROPOSAL GUARANTEE

Each Proposal shall be accompanied by cash, cashier's check or certified check, or bidder's bond on a form acceptable to the County and executed by the proposer as principal and an admitted surety authorized to issue such bonds under the laws and regulations of the State of California payable to the County of Yolo in the amount of \$25,000, which shall guarantee that the proposer whose proposal is accepted by the Board of Supervisors shall duly and timely execute and deliver the Agreement (Attachment 1), Performance Bond, Payment Bond, certificate of liability insurance, and proof of payment of premiums as specified herein. If the Proposer whose proposal is accepted by the Board of Supervisors fails to duly and timely execute and deliver said Agreement, Performance Bond, Payment Bond, liability insurance certificate and proof of payment of premiums, the amount of said proposal guarantee shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by the County resulting therefrom.

II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	December 21, 2021	
2	*Mandatory Pre-Proposal Conference	January 12, 2022	10 a.m.
3	Deadline for Written Comments Posted	January 21, 2022	5 p.m.
4	County Issues Responses to Written Comments	January 31, 2022	5 p.m.
5	Deadline Proposal Due – proposals received after this deadline will be returned unopened.	February 10, 2022	2 p.m.
6	County Completes Evaluations	February 25, 2022	
7	County/Contractor Negotiate Final Agreement	March 18, 2022	
8	Yolo County Board of Supervisors Approves Agreement	April 12, 2022	
9	Contractor Procure Necessary Equipment and Mobilize	April-May 2022	
10	Anticipated Contract Start Date	May 15, 2022	

***MANDATORY PRE-PROPOSAL CONFERENCE; SITE INSPECTION:**

There will be a **mandatory** pre-proposal conference and site inspection held as shown below:

Date: **January 12, 2022**

Time: **10 A.M. Pacific Time**

Place: **Yolo County Central Landfill**

Location: **44090 County Road 28H, Woodland CA**

Note: Please check in at the address above. Site(s) inspection will follow the pre-proposal conference.

Attendance at pre-proposal and site inspection is a mandatory requirement for submitting a proposal.

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

County of Yolo – Procurement
Karen Kawelmacher
625 Court Street, Room 103
Woodland, CA 95695
Phone: (530) 666-8073
Karen.Kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request by the proposal submittal deadline, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in the attached Agreement (Attachment 1) before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions and proposals are generally subject to disclosure once the County is ready to award a contract. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria specified herein.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal in the County's sole discretion after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Reasonableness of Costs (25%)
- 2) Qualifications and Experience of Firm and Personnel (25%)
- 3) Demonstrated Competence/Responsibility (15%)
- 4) Proposer's Approach to the Project/Implementation of Scope (20%)
- 5) Customer References (10%)
- 6) Financial Stability (pass/fail)
- 7) Quality and Completeness of Submitted Proposal (5%)

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in the final agreement.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

S. .PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Contractor shall be required to provide a performance bond (see attached County form) in an amount equivalent to \$3,500,000.00, executed by a surety specified in California Code of Civil Procedure Section 995.310 and otherwise acceptable to the County.

Contractor shall also be required to provide a payment bond (see County form, Attachment 8) in an amount equivalent to \$350,000.00, executed by a surety specified in California Code of Civil Procedure Section 995.310 and otherwise acceptable to the County. The County reserves the right to request an additional payment bond if the Contractor utilizes subcontractors to perform the public works portion of the Scope of Work (see Attachment 7 re Prevailing Wage Determination), subject to County approval of the subcontractors, pursuant to Civil Code Sections 9550 et seq.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

Contractor certifies that any services provided pursuant to this RFP and agreement shall be without discrimination based on race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County's contract administrator. **PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

F. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

G. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

H. PRICE ESCALATION

All prices are firm for a period of one (1) year and 1 ½ months from the date of award through June 30, 2023. Annual adjustments are as provided in the attached Agreement (Attachment 1)

I. INVOICES AND PAYMENT TERMS

Invoices and payment terms are as provided in the attached Agreement (Attachment 1)

J. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

K. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

L. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

M. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

N. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

O. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Landfill Operations Management - Exhibit A

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) **Protest of RFP Specifications/Requirements/Terms & Conditions:**

Suppliers who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Suppliers who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) **Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all Suppliers who have been disqualified for not meeting the minimal requirements. Should a Supplier disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Suppliers who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) **Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the County posts a Notice of Intent to Award the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror. Only a Bidder/Offeror that submitted a proposal are eligible to protest the Notice of Intent to Award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL**A. SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Cost proposal (Exhibit C) and Financial Statements (Exhibit K) shall be uploaded to BidSync as separate documents. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

1. Exhibit "A": Proposal Cover Letter

Proposer must send a brief cover letter, on company letterhead, addressed to Yolo County Community Services Department, Division of Integrated Waste Management, which provides the following information:

- a. Name and address of Proposer/Contractor, as well as the Project Manager's name, phone number & e-mail address.
- b. A statement that the proposal is in response to this RFP.
- c. Affirm that the Proposer meets the minimum qualifications stated in this RFP and understands the work to be done. Provide a statement demonstrating firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the County, including any specialized equipment needed.
- d. State the names of the persons who will be authorized to make representations for the Proposer, their job titles, addresses, telephone numbers and e-mail addresses.
- e. The typed name and title, and original signature, of the individual who is authorized to commit the contractor to the proposal. State that the person signing the letter is authorized to bind the Proposer. (Contractor additionally to fill out supplied County Signature Page.)

2. Exhibit "B": Proposer's Qualifications and Experience

- a. Provide a summary of the firm's experience in providing similar landfill services or other related private or public works construction and maintenance services in the last five years for private or public entities, including Federal, State, County or municipal clients. Include a summary of job tasks, contract value, For each project, include contract value contract timeline, project owner, project location, contact name and title, address, current/accurate telephone number and email address (if available).
- a. List the total number of employees and their qualifications available to support this type of work. Specifically provide resumes for all supervisory and lead operations personnel.
- b. Does your firm plan on subcontracting portions of this work? If yes, indicate the name of the subcontractor and the portion of the work that will be subcontracted
- c. List all applicable licenses & DIR registration #.

3. Exhibit "C": Proposal Cost Worksheet

- a. Provide proposed cost pricing for each item listed in Exhibit C as well as an additional breakdown of hourly rates and your current and proposed available equipment list for this project. Cost proposal sheet shall be uploaded as a separate document. Additionally, after the close of the RFP, responders will be asked to submit an excel copy of their cost proposal to be sent by e-mail to the RFP coordinator

4. Exhibit "D": Customer References

Provide a minimum of three references for related or similar projects or service, including dates, contact person and phone number, and a brief description of the project or agreement. References can be taken from projects presented in Exhibit B, Proposers Qualifications and Experience.

5. Exhibit "E": Demonstrated Competence/Responsibility

a. Have you ever been suspended or debarred from a government entity? If so where & when?

b. Have you ever defaulted on a contract? If so, where and why?

c. Have you ever voluntarily terminated a contract early? If so, where, when and why?

d. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?_____.

e. If yes, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim(pending or, if resolved, a brief description of the resolution. Has CAL OSHA cited and assessed penalties against your company for any "serious", "willful", or "repeat" violations of its safety or health regulations in the past five(5) years?_____

Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it. If the answer is "yes", describe the citation, including information about the date of the citation, the nature of the violations, the project on which the citation was issued and the amount of penalty paid if any.

f. Describe in your experience in providing direction and interaction with customers. What do you consider the key aspects of customer service?

6. Exhibit "F": Discussion of Implementation of Scope of Work

a. Include discussion of methodologies you believe are essential to accomplishing this project as well as examination and inclusion of items listed in Attachment 1.

b. Provide a detailed discussion of your firm's approach to the successful operation of the Yolo County Central Landfill

c. Include a proposed work schedule for all staff.

d. Include a complete proposed equipment list for the project, include information on what equipment is currently owned, what equipment (if and) will be specifically purchased and dedicated to the project and any equipment that will be rented. Include emissions tiers for all diesel engines.

7. Exhibit "G": Alternatives

Provide a description of any proposed alternatives to the prescribed work scope, including costs and benefits.

8. Exhibit "H": Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Work, Sample County Contract or other requirements of this RFP. The nature and scope of proposed exceptions may affect the evaluation of the submittal and the County's determination of whether it is possible to successfully negotiate a contract with the firm/company.

9. Exhibit "I": Signature Page (County Provided)

Provide an executed Signature Page by a Contractors representative who is authorized to bind the Contractor in this agreement. (County provided)

10. Exhibit "J": Non-Collusion Non Conflict of Interest Statement (County Provided)

11. Exhibit "K". Financial Statements

Provide copies of last 3 years audited financial statements. If audited financial statements are unavailable, submit unaudited financial statements and corresponding federal tax return. Financial statements shall be uploaded as separate document.

12. Exhibit L:" Proposal Guarantee

Each proposal must be accompanied by a certified check, cashier's check, or bidder's bond made payable to "County of Yolo" for \$25,000, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract. If a bond is used, it must be signed by the bidder and by a signatory of an authorized surety company all as provided by law.

**B & D GEERTS
CONSTRUCTION, INC.**

30660 HOOBYAR LANE – WINTERS, CA 95694

California Contractor's License #633205

(530)795-2252

February 4, 2022

Yolo County Community Services Department
Division of Integrated Waste Management

RE: Proposal for Landfill Operations – Solicitation FINARFPKK2113

Dear Ms Kawelmacher,

I am pleased to present this proposal for operation of the Yolo County Central Landfill.

Proposer/Contractor: B & D Geerts Construction, Inc.
30660 Hoobyar Lane, Winters, CA 95694

Project Manager: Ben Geerts
(530)304-5085
banddgeerts@yahoo.com

We have prepared this proposal in response to the Landfill Operations Management RFP (Solicitation FINARFPKK2113) released by Yolo County on December 21, 2021.

B & D Geerts Construction, Inc. (B&D) clearly meets the required minimum qualifications listed in this RFP and those qualifications are described in our proposal. Accordingly, we fully understand the work to be done as set forth in this RFP, including the General Provisions which identify the entire range of work for which we will be responsible.

Ben Geerts, president of B&D understands the importance of operating this landfill safely and efficiently. This family-owned business is a continuation of the local construction company started by his father, Albert Geerts. For many years, Ben and his brother co-managed the landfill operation, and now, as you'll see in the list of landfill staff, the next generation of the Geerts family also helps manage and operate the landfill. The Geerts family has lived in Yolo County for several generations and is personally vested in the continued success of the landfill. While other contractors may see this RFP as a way to diversify their revenue stream, B&D is a known commodity with local roots. This has been proven time and again by their consistent and reliable track record.

B&D has operated the Yolo County Central Landfill for approximately 27 years, and in the process, has safely and economically landfilled close to 5 million tons of solid waste. In addition to maintaining the highest standard of customer service, regulatory compliance, and fiscal responsibility, B&D has also donated thousands of hours of pro bono work for the Yolo County Landfill, work valued at hundreds of thousands of dollars. These in-kind contributions included: working with project engineers to facilitate operation of the anerobic composter; blending G-pond sludge with various bulking agents to maximize

the County's capacity to receive wet materials, and a host of other projects described later in this proposal.

B&D owns an entire fleet of heavy equipment, including specialized frontline machines that are purpose-built for the day-to-day landfill operations of pushing, compacting, and covering inbound waste. B&D also owns all necessary support equipment for maintenance of access roads, stormwater control systems, litter control, and other related activities necessary to the operation of a compliant, environmentally friendly landfill.

The following persons are authorized to make representations for B&D.

Supervisor: Ben Geerts
30660 Hoobyar Lane, Winters, CA 95694
(530)304-5085
banddgeerts@yahoo.com

Foreman: Skyler Geerts
710 Ivy Court, Winters, CA 5694

(530)330-1360
skylergeerts@gmail.com

Foreman: John Saragoza
807 Carrion Circle, Winters, CA 95694
(530)219-1120
jcsaragoza@outlook.com

I appreciate the opportunity to submit this proposal and look forward to continuing to be part of Yolo County's waste management plan. Please do not hesitate to contact me if you have any questions.

Respectfully,



Ben Geerts, President of B&D

As Owner and President of B&D, I am authorized to bind B&D in this proposal.

EXHIBIT B

Proposer's Qualifications and Experience

B & D Geerts Construction Inc., (B&D) is better qualified to operate the Yolo County Central Landfill (YCCL) than any other company. B&D does in fact, have more experience operating this facility than any other contractor in the site's history. But perhaps the clearest picture of B&D's qualifications began a generation ago, when Ben Geerts' father, Albert Geerts, formed a construction company in Yolo County after his own career in heavy construction. At one time, Ben's father, Albert, was the contract operator of the Woodland Landfill, located on road 102 between Davis and Woodland.

Ben Geerts grew up working in his father's company and began operating heavy equipment while still in high school. That family tradition continued as Ben Geerts and his brother formed their own construction company and began working as the contract operators of the YCCL in 1995.

This family-owned business, B&D, is a continuation of the local construction company started by his father, Albert Geerts. Following many years of running first the Woodland Landfill, and then later the YCCL as a contract operator, the tradition continues. As you can see in the list of landfill staff, the next generation of the Geerts family now also helps manage and operate the landfill. You could say it's in the blood.

The Geerts family has lived in Yolo County for several generations and is personally vested in the continued success of the landfill. While other contractors may see this RFP as a way to diversify their revenue stream, B&D is a known commodity with local roots. This has been proven time and again by their consistent and reliable track record. B&D has invested not only their time and resources into operating the landfill, but their family's reputation as well. For B&D, the continued success of the YCCL is very personal.

As of today, B&D has operated the Yolo County Central Landfill for approximately 27 years, and in the process, has safely and economically landfilled

close to 5 million tons of solid waste. In addition to maintaining the highest standard of customer service, regulatory compliance, and fiscal responsibility, B&D has also donated thousands of hours of pro bono work for the Yolo County Landfill, work valued at hundreds of thousands of dollars. These in-kind contributions have been provided as part of B&D's value-added approach to the operation of the YCCL. Along with numerous donations of labor and equipment, B&D has performed dozens of projects that go well beyond the operation of the landfill. Examples of these donated and/or extra work projects include:

- Worked with project engineers to facilitate operation of the anerobic composter; Blending G-pond sludge with various bulking agents to maximize the County's capacity to receive wet materials.
- Placed and compacted soil to construct Unit H.
- Helped with the closure of Unit I and Unit II. We were able to supply the county with equipment and manpower to help reduce the cost of the closure.
- Rebuilt several levees that were damaged by continued use and erosion.
- Excavated, transported and compacted in-place, several thousand yards of soil to help build the bottom layer on Unit 6F.
- Assisted in the construction of the Anerobic Composter, perhaps the biggest accomplishment in terms of extra work. As part of this process, we created seven composters out of waste, each consisting of several levees that make up holding ponds for green waste. To our knowledge constructing the holding ponds with waste had never been done before. This work was donated by B&D at no cost to the county. We estimated this in-kind donation was valued at approximately \$125,000.
- Worked with the County to develop efficient and cost-effective ways to solidify wet material. As a result of this effort, we currently have several thousand tons of solidified material that can be used for alternative daily cover (ADC). The solidification processes we developed allows the County to continue accepting liquid waste while having a purposeful use for the by-product.
- Built the mud ponds that hold the hydro-excavation and drilling mud. Our process consists of accepting the high-moisture content waste, allowing it to dry, and then using it for final cover as portions of the landfill are closed;
- Developed very effective procedures for minimizing soil consumption,

including proper daily cell construction practices that result in a smooth, uniform waste surface – a critical part of reducing the usage of daily cover soil;

- Utilized removable tarps as our primary form of ADC. Through our many years of experience at this site, we have determined that this form of ADC is the most efficient.
- Operated the Construction and Demolition (C&D) sorting operation for approximately 3 years. This was a labor intensive ground-sorting operation to remove wood, metal, and other recyclables from the C&D waste stream.

B&D recognizes the incredible value of landfill airspace and has worked very hard to help conserve it. Airspace is in fact the YCCL's primary revenue-generating commodity. By placing the highest priority on waste compaction, while at the same time reducing the use of soil whenever possible, B&D has saved the YCCL hundreds of thousands of cubic yards of landfill airspace. We estimate that these operational practices, including the use of ADC, has saved the county several million dollars in landfill airspace.

The issue of soil usage is particularly important at the YCCL, because for decades, this landfill has operated at a soil deficit. Consequently, minimizing soil use in the day-to-day operation of the landfill is very important. Of course, careful control of available soil also helps to conserve landfill airspace.

Over the past 27 years, B&D has been awarded numerous contracts to operate the YCCL. Those have typically been 5-year contracts, and the County has always exercised the option of extending each of those contracts by two 1-year extensions. This is a clear indication of the County's approval of how B&D has performed as the landfill's contract operator.

The total value of those contracts is approximately \$50,000,000. Throughout the duration of those contracts, B&D has worked directly with various county staff, including, Ramin Yazdani, Rick Moore, and more recently, Jeff Kieffer.

Team Qualifications and Experience

The B&D landfill team has more than 175 years of combined experience, all of

which contributes to the excellent job they do in operating the YCCL. It should be further noted that 8 individuals have 10 years or more experience. This reflects a deep bench of workers, all of whom have been cross-trained to ensure that key positions will always be filled.

This was exemplified by B&D's Covid preparedness and response plan (which is still in place). Since the pandemic began, B&D has put in place a dual-staff system to help minimize the likelihood that staffing shortages (due to Covid) could impact the operation of the landfill – as it has at other local landfills that actually had to shut down for a period of time.

B&D operates two separate shifts to allow full coverage for the landfill. Crew A works Sunday, Monday, Tuesday and every other Wednesday. Crew B works Thursday, Friday, Saturday, and every other (alternating) Wednesday. This dual-staff approach helps ensure that there is always a full team available to operate the landfill. As an additional backup plan, B&D will utilize Quam General Engineering, Inc. (Quam) to provide landfill operations in the event both B&D crews are unavailable.

Here is a brief description of B&D's 13 landfill staff, along with each person's experience.

1. **Ben Geerts:** Ben is President of B&D and has 42 years of construction experience, including 27 years in a management position at the YCCL. He is an active member of the Solid Waste Association of North America (SWANA) and is certified through that organization as a Manager of Landfill Operations (MOLO). MOLO certification is the gold standard within the waste industry. Ben is experienced with all equipment and all duties necessary to ensure that the YCCL is operated in a safe, efficient, and compliant manner.
2. **Debbie Geerts:** Debbie is Treasurer and Secretary of B&D and has 35 years of related administrative and operational experience. She manages all administrative tasks for B&D, including payroll, accounts receivable, accounts payable, human resources, and insurance compliance. True to the

integrity and work ethic of the Geerts family, Debbie is Haz-Mat certified, and when needed, operates the water truck, directs traffic, and also helps provide on-the-ground assistance with landfill maintenance and litter control.

3. **John Saragoza:** John has 18 years of experience as a landfill foreman. He is a skilled equipment operator, can run all types of heavy equipment, and is also MOLO certified.
4. **Skyler Geerts:** Skyler has 10 years of landfill experience. He works as a foreman, often coordinating activities at the active face, and at the G-pond. He is a skilled equipment operator and brings an attitude of getting the job done, by sometimes even working as a laborer on various site maintenance projects, litter control, or whatever it takes to keep the landfill clean and compliant.
5. **Keith Geerts:** Keith has 15 years of landfill experience. He is a skilled operator and is proficient on all landfill equipment. Additionally, Keith is MOLO-certified, and also holds certification in Construction and Demolition (C&D) waste management.
6. **Jason Davis:** Jason has 20 years of landfill experience. Like other landfill staff, he has been cross trained on various types of equipment but can also work as a laborer as needed on landfill maintenance and litter control. Jason is extremely proficient in constructing outside slopes.
7. **Taylor Lim:** Taylor has 17 years of landfill experience. He typically works as a heavy equipment operator, can also work as a laborer on landfill maintenance and litter control as needed.
8. **Brad Case:** Brad has 7 years of landfill experience. He most often operates heavy equipment but may also work as a laborer on landfill maintenance and litter control projects as needed.
9. **Justin Geerts:** Justin has 7 years of landfill experience. He operates

heavy equipment but may also work as a laborer on landfill maintenance and litter control projects as needed.

10. Matt Nevins: Matt has 4 years of experience and brings a broad set of skills to the landfill team. He is truly a Jack-of-all-trades. Along with operating all types of heavy equipment, Matt has the skill to weld HDPE pipe and operate the de-packager. When needed, he will also work as a laborer on landfill maintenance and litter control projects.

11. Kyle Thomas: Kyle has 5 years of landfill experience. He typically performs service and maintenance on the landfill equipment, but can also operate heavy equipment, or work as a laborer on landfill maintenance and litter control projects as needed.

12. Ben Conrique: Ben has 20 years of landfill experience and is one of the hardest working persons you'll ever see. He most often works as a laborer on landfill maintenance and litter control projects. When necessary, Ben can operate some of the landfill equipment.

13. Antonio Ramirez: Antonio has 10 years of landfill experience. He works primarily as a traffic director/spotter, directing traffic at the active face. Antonio can also operate heavy equipment or work as a laborer on landfill maintenance and litter control projects as needed.

14. Meghan Gompers: Meghan has 5 years of landfill experience. Her primary job is traffic director/spotter. She does an excellent job of directing commercial trucks as well as the general public. Meghan can also operate some landfill equipment or work as a laborer on landfill maintenance and litter control projects as needed.

All our current employees have completed the 24-hour OSHA hazardous waste operations and emergency response training course that is approved by the County. All our staff have also completed the 8-hour HAZWOPER for the current year.

B&D occasionally uses a subcontractor when special projects require more equipment and labor resources than the B&D crew can provide. Historically, Quam General Engineering, Inc. (Quam) has been used as a subcontractor and may be used in the future as well for special projects and/or handling liquid waste.

Additionally, B&D has an arrangement with Quam to provide backup for landfill support as part of B&D's previously described covid preparedness and response plan.

As required by the State of California, County of Yolo, or this RFP, B&D and their staff holds a number of licenses, registrations, and certifications, including the following:

- Yolo County Business License: 3761
- California Contractors License: 633205
- California DIR registration: PW-LR-1000856298
- MOLO certification
- OSHA Haz-Mat certification

EXHIBIT D

Customer References

B & D Geerts Construction Inc. (B&D) is pleased to provide the following references. Because much of our recent work history has been exclusively at the Yolo County Central Landfill (YCCL), our references are in relation to that project.

We have provided all landfill operational activities in a safe, cost-effective manner, compliant with all regulatory requirements. For first-hand information regarding our performance as contract operator of the YCCL, please contact the following Yolo County staff:

References from Yolo County staff

- Ramin Yazdani: (530) 681-9166
- Rick Moore: (916) 716-7880
- Jeff Kieffer: (530) 666-8855

Reference from Blue Ridge Services Montana, Inc.

I have known Ben Geerts for many years and have worked with him on numerous projects at the YCCL. I have always had the highest regard for him and his staff, and their ability to operate a clean, efficient and compliant landfill. As a point of reference, a review of State and LEA inspections for the past several years confirms there have been no regulatory violations attributed to B&D. I give my highest recommendation to B&D in regard to their ability to operate the YCCL in a safe, compliant, and environmentally responsible manner.

Neal Bolton, P.E., President

Blue Ridge Services Montana, Inc.

P.O. Box 1945

Hamilton, MT 59840

(805) 610-5544

neal@blueridgeservices.com

Reference from Quam General Engineering Inc.

We have had the pleasure of working with B & D Geerts Construction for over 4 years. They are a great company to work with because they are professional, conscientious and always complete projects to the best of their ability. B & D Geerts always uses forward thinking to the benefit of the client and has always paid ahead of schedule.

In short B & D Geerts is a great company to work with and we look forward to more interactions with them.

Justin Quam, President
Quam General Engineering, Inc.
P.O. Box 177
Dunnigan, CA 95937
530-681-4994
DIR# 1000458024

EXHIBIT E

Demonstrated Competence/Responsibility

B & D Geerts Construction Inc. (B&D) is a competent and responsible contractor with many years of experience as a landfill operator. In response to the RFP questions in Exhibit E, we offer the following responses.

- a. B&D has never been suspended or debarred from a government entity.
- b. B&D has never defaulted on a contract.
- c. B&D has never voluntarily terminated a contract early.
- d. In the past five years there has not been any claim filed in court or arbitration against B&D concerning work on a project.
- e. N/A
- f. The entire B&D landfill staff has many years of experience interacting with the public. In fact, along with county staff at the scale, we believe our landfill staff, especially our traffic directors, are the face of the landfill.

Our traffic directors are landfill staff who customers interact with on a regular, often daily basis. Our traffic directors know most of the regular customers on a first-name basis. This allows for excellent communication with customers regarding landfill policies and procedures.

Because of B&D's effort to cross train all landfill workers, there is opportunity for all workers to occasionally interact with customers.

Landfill customers may not appreciate the cost and effort that goes into constructing a composite landfill liner, nor do they likely understand the chemical processes that convert solid waste to landfill gas. But they certainly do respond to the courteous, informative, and respectful interaction they have with our landfill staff every day.

We strongly believe that this personal interaction with landfill customers is a critical part of establishing the County's goals for diversion and

environmental integrity across all county residents. In that regard, we are pleased to do our best as the face of the landfill.

EXHIBIT F

Discussion of Implementation of Scope of Work

B & D Geerts Construction Inc. (B&D) has been providing contract operator services to the Yolo County Central Landfill (YCCL) for 27 years. As a partner with the County, we have worked together to address many changes in the waste industry that impacted the YCCL, including:

- Implementation of AB 939
- Development of the C&D diversion program
- Development of the green waste diversion program
- Continual changes in the waste stream; various changes in diversion strategies
- Tonnage impacts as a result of the 2008 recession
- Landfill development and closure projects
- Implementation of SB 1383

Through those years, and in spite of significant challenges, B&D has continued to provide the daily disposal services for which they were hired – and they’ve made it look easy. It’s easy to take for granted that the landfill will always function reliably, but in fact, there is an incredible amount of work that goes on behind the scenes to make landfill operations *look* easy.

Here is a recent case in point. On February 2nd, while in the midst of preparing our response to this RFP, the landfill experienced a severe north wind event. When the wind blows, so does litter.

Maintaining compliance with California’s Title 27 (27 CCR §20830) requires that litter must be controlled. Here is the actual language from Title 27:

Litter shall be controlled, routinely collected and disposed of properly. Windblown materials shall be controlled to prevent injury to the public and personnel. Controls shall prevent the accumulation, or off-site migration, of litter in quantities that create a nuisance or cause other problems.

Because we are still working a dual crew (A and B) as a Covid precaution,

everyone who could help, was expected to pitch in with litter cleanup. In this case, that included company owner/officer Debbie Geerts. Even though her primary role with B&D is administrative, when necessary, it's *all* hands on deck. We don't think your typical large waste management company executive would give that same level of effort. But as we've previously noted, with B&D, the success of the YCCL is a point of personal pride.

As a company, we also recognize that the YCCL is in the business of selling airspace, and along that same line, we're in the business of making sure it's used wisely and conserved wherever possible.

Without getting into the very detailed mechanics of how to optimize landfill airspace, in basic terms, airspace boils down to two factors: Compacting the trash as much as possible and minimizing the use of cover soil and other materials that consume airspace without producing any corresponding revenue. Here are some of our basic goals in regard to compaction and cover soil.

Compaction

Industry standard practice is to utilize a heavy, steel-wheeled landfill compactor to crush, compact, and consolidate waste to the highest possible density. We currently utilize the industry's most popular machines to do this – a Caterpillar 826 Landfill Compactor. In fact, we have three of these units. The 826G and 826H are our frontline machines and they each weight over 81,000 pounds. The 826C, at approximately 70,000 pounds, is our backup machine. These landfill compactors allow us to achieve the highest possible waste density, and thereby save thousands of cubic yards of landfill airspace every month for the YCCL.

All of our operators have been thoroughly trained to effectively utilize these compactors, and they do it safely every single day.

Cover Soil

Cover soil is perhaps the single biggest factor when it comes to airspace consumption. Research has shown that compacting waste in thin, horizontal layers, and then finishing each day's cell to a smooth, uniform, and well-graded surface, allows cover soil to be placed in a thin layer. This method conserves

airspace and also makes it easier to remove (and re-use) some soil prior to placing the next layer of waste.

As a point of reference, some of those studies were conducted by Neal Bolton – Blue Ridge Services, Inc. at the YCCL. You may be interested to know that we began operating the YCCL many years ago when a previous landfill operator's contract was terminated for excessive overuse of cover soil – and the Geerts operation was brought in on very short notice to fill the gap. The study that led to that termination determined that the previous contractor was using up to 42 inches (3½ feet) of cover soil at the end of each day's operation. The regulatory goal according to the EPA and CalRecycle is 6 inches.

B&D has worked diligently since that time to minimize the use of cover soil, even to the point of purchasing a special machine that uses removable tarps to cover the trash ...in lieu of soil. CalRecycle has approved various types of alternative daily cover (ADC) options, and removable tarps are one of them.

This tarp placement machine is manufactured by Tarp-O-Matic and was purchased by B&D for the sole purpose of helping conserve landfill airspace for the YCCL. This machine and the accompanying extra spools and tarps cost well over \$100,000, but the benefits to the county are amazing.

On a typical day, using the Tarp-o-Matic instead of cover soil, we may save more than 300 cubic yards of soil (and airspace). At an industry typical value of \$10 per cubic yard, this equates to a \$3,000 per day savings for the county. Please note that some soil will always be required, but our experience clearly shows that using ADC (i.e., tarps) is very beneficial.

Cover soil management is a critical part of the proper operation of the landfill, and in that regard, we'd like to speak to one of the changes presented in the current RFP. Please See Exhibit G for a proposed alternative to requiring the contractor to pay the county for all inbound soil.

Operational Planning

We acknowledge that the RFP requires that each year, we are to prepare an

Operations Plan for the summer (by March 1st) and another Operations Plan for the winter (by August 1st). We completely agree that the concept of planning is vital, but we propose an alternative (see Exhibit G).

Safety

We believe that safety is the most important aspect of landfill operations. Our goal that all workers and customers go home safe and sound every single day. We have previously noted that the operation of the landfill is very personal to us. We value the safety of everyone at the landfill as though they were part of our family – and in fact many of them are.

But safety is more than just words we say or a plan we have on the shelf. Safety must be practiced continuously if it is to be effective. The waste industry is the 6th most dangerous industry in the country, and the most dangerous location is at the tipping pad, where people are on the ground, in close proximity to trucks and heavy equipment. Landfill industry statistics have shown that if someone is killed or badly injured at the YCCL, this is where it will happen. So, in order to put our safety goals into practice we propose a major change. We propose the YCCL construct a Customer Convenience Center (CCC) (see Exhibit G).

Work Schedule

Our proposed work schedule is as follows:

- Crew A consists of a four person staff Sunday through Tuesday with an alternating Wednesday 6AM to 5PM
- Crew B consists of a four person staff Thursday through Saturday with an alternating Wednesday 6AM to 5PM
- Foremen work Monday through Friday (Saturday if needed) 6AM to 2:30PM.
- All employees may be required to work overtime to cover workers who are on vacation, out sick, or as needed to ensure that work gets done each day.

Equipment List

We intend to use the following equipment for operation of the YCCL and actually, all of this equipment is already onsite as part of our existing operation of the

YCCL. Please note that B&D owns all of the listed equipment. This means built-in redundancy, which ensures that even when a machine is out of service for repairs or preventive maintenance, we will always have adequate equipment to get the job done.

Bulldozers

- D8T Dozer Tier 4 final
- D8T Dozer Tier 3
- D8R Dozer Tier 2
- D6T Dozer Tier 4 final
- D6R Dozer Tier 3
- D6R Dozer Tier 2

Landfill Compactors

- 826G Compactor Tier 2
- 826H Compactor Tier 3
- 826C Compactor Tier 3

Scrapers

- 623E Scraper Tier 3
- 623F Scraper Tier 2

Articulated Haul Trucks

- D400 Haul Truck Tier 2
- D735 Haul Truck Tier 3

Excavators

- 325 Excavator Tier 2
- 328 Excavator Tier 3
- 330 Excavator Tier 3

Support Equipment

- 140 Blade Tier 2
- 420 Backhoe Tier 4 final

Loaders

- Skip Loader Tier 4 final
- 930M Loader Tier 4 final
- 930H Loader Tier 3

Water Trucks

- 4000 Gallon Ford Water Truck

- 4500 Gallon Kenworth Water Truck
- 3500 Gallon Peterbilt Water Truck

The following equipment may be purchased in order to meet the needs listed in the RFPs Scope of Work.

- 826K Compactor Tier 4 final
- 4000 Gallon Water Truck
- 10 Wheel Dump Truck

County of Yolo
SIGNATURE PAGE
Landfill Operations Management
Exhibit I

Solicitation Name: B & D Geerts Construction, Inc.

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

B & D Geerts Construction, Inc.

Company Name

30660 Hoobyar Lane

Address

Winters CA 95694

City State Zip

Ben Geerts

Signature of Person Authorized to Sign

Ben Geerts

Printed Name

President/Owner

Title

01/27/2022

Date

Name: Ben Geerts

Title: President/Owner

Phone: 530-304-5085

Fax: None

Email: banddgeerts@yahoo.com

EXHIBIT J

**NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
LANDFILL OPERATIONS MANAGEMENT**

I, Ben Geerts, am the
(name)

President/Owner of B & D Geerts Construction, Inc.,
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

01/27/2022

(Date)



(Signature)

**EXHIBIT C - COMPENSATION
Yolo County Central Landfill
Operations Agreement**

Base Monthly Payment \$ 58,000.00 Per month

Per Ton Rates

Municipal Solid Waste	<u>\$14.88</u>	Per Ton
Biosolids	<u>\$4.56</u>	Per Ton
Hydro-Excavation and Drilling Mud	<u>\$2.76</u>	Per Ton
Customer delivered soil (deduction)	<u>\$0.25</u>	Per Ton

Additional Rates

Extended hours of operation of the active disposal area from 4pm to 5pm on the following days (flat rate/day)

Monday	<u>\$1,097.93</u>	Per Day
Tuesday	<u>\$1,097.93</u>	Per Day
Wednesday	<u>\$1,097.93</u>	Per Day
Thursday	<u>\$1,097.93</u>	Per Day
Friday	<u>\$1,097.93</u>	Per Day

Utilize Leachate or Liquid Waste

from the on-site ponds as dust control \$0.08 per gallon

Extra Work and Liquid Waste Hourly Rates

THESE PRICES ARE FOR ALL EXTRA WORK PROJECTS EXCLUDING LIQUID WASTE. SEE ATTACHEMENT FOR LIQUID WASTE (G-POND) RATES

Labor	Straight time	Over time	Double time
Supervisor	\$59.92	\$76.70	\$93.48
Heavy Duty Repairman/Welder	N/A	N/A	N/A
Hazardous Waste Technician	N/A	N/A	N/A
Heavy Duty Repairman and/or Welder Helper Transfer Station Operator	N/A	N/A	N/A
Transfer Truck Operator	N/A	N/A	N/A
Box Truck Operator	N/A	N/A	N/A
Front Loader Truck Operator	N/A	N/A	N/A
Utility Man	N/A	N/A	N/A
Sanitation Operator	\$64.28	\$83.04	\$101.80
Transfer Station Attendant	\$59.92	\$76.70	\$93.48
Recycle Operator/Yard Person	\$56.43	\$71.62	\$86.81

EXHIBIT C - COMPENSATION
Yolo County Central Landfill
Operations Agreement

THESE PRICES ARE FOR ALL EXTRA WORK PROJECTS EXCLUDING LIQUID WASTE. SEE ATTACHEMENT FOR LIQUID WASTE (G-POND) RATES

Equipment (list)		
D8T Dozer	\$261.16	per hour
D8R Dozer	\$215.81	per hour
826H Compactor	\$256.56	per hour
623F Scraper	\$235.09	per hour
623E Scraper	\$225.75	per hour
330DL Excavator	\$219.44	per hour
328 Excavator	\$131.05	per hour
325CL Excavator	\$131.05	per hour
D400 Dump Truck	\$215.78	per hour
735 Dump Truck	\$210.84	per hour
D6T Dozer	\$130.21	per hour
D6R Dozer	\$121.21	per hour
930M Loader	\$116.83	per hour
140G Blade	\$96.92	per hour
Water Truck	\$82.50	per hour

*All equipment rates are for the first year of the contract. Beyond the first year the CPI rate will be applied to rental rates

Note: if separate rates are proposed for different activities, attach separate sheets and provide information on each activity. See attachment for liquid waste (G-Pond) rates

EXHIBIT C (continued)
RATES FOR SOLIDIFYING LIQUID WASTE AT G-POND

G- POND EQUIPMENT RATES

May 15, 2022

EQUIPMENT	EW EQ. RATE
930 Loader	\$156.00
D6	\$140.90
D8	\$252.15
325 Excavator	\$153.39
328 Excavator	
330 Excavator	\$251.25
735 Dump Truck	\$209.48
Water Truck	\$82.50
D400 Dump Truck	\$215.61
623 E Scraper	\$267.20
623 F Scraper	\$279.25
Skip Loader	\$56.41
Backhoe	\$74.76

LABOR

Sanitation Operator
 Transfer Station Attendant

Straight

OT

\$100.00	\$150.00
\$100.00	\$150.00

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1 ABBREVIATIONS AND DEFINITIONS

The words and terms as used in this Agreement shall have the meanings as set forth in this Section 1.

“Active Face” means the location within the Yolo County Central Landfill where waste is currently being disposed.

“CDI Fines”-means residuals fines from the construction, demolition, and inert material recovery facility.

“Agreement”- means this Agreement between the County and the Contractor for operation of the Yolo County Central Landfill including all exhibits and any further amendments hereto.

“Alternative Daily Cover” or “ADC”- means an alternative material that is not soil and that is authorized by the County Department and permitted by regulatory agencies to be used as daily cover material to be placed over Waste in the landfill.

“Additional Work” means those services that are in addition to the Services provided by Contractor under this Agreement. “Additional work” shall be available upon request of the County Department, based on the availability of personnel and equipment to perform such services.

“Biosolids” means organic matter from a sewage treatment plant. Biosolids have a minimum solids content of 15% and may be either Class A or Class B as defined under 40, CFR Part 503. All Biosolids go through a pre-approval process with the County prior to acceptance.

“CalRecycle” – means California Department of Resources Recycling and Recovery.

“Cal/OSHA” – means California Division of Occupational Safety and Health.

“CDI Fines” – means fine screened material meeting the definition of Title 27§20690(b)(9)(B).

“Cell” - means portion of compacted solid waste in a landfill that is enclosed by natural earthen material or other alternative daily cover material during a designated period.

“County” - means the County of Yolo.

“Compost Overs” means the larger fraction of screened compost that is retained on the screen when finished compost is processed (screened).

"Contractor"- B&D Geerts Construction, Inc. which is doing business as, a California corporation, and its successors or assigns.

“Construction Inspector”– - means a Department employee that is responsible for inspection of Contactor’s work as it relates to the Operations Agreement.

“Construction, Demolition and Inert Materials (CDI Waste)” – means discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures. This term includes, but is not limited to, asphalt, concrete, wood waste, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. CDI Waste includes Wood Waste.

“Customer” – Any individual, commercial business, franchised waste hauler or other entity that pays a fee or is otherwise entitled by County to use the Landfill.

“Department” - Wherever the word “Department” is used in this Agreement, it means the Yolo County, Community Services (CS) Department, Division of Integrated Waste Management, the Director of the CS Department or a designee authorized by the Director.

“Drilling Mud Waste” – means mixtures of soil, water and additives (such as bentonite) generated from well excavations or horizontal boring activities. All Drilling Mud Waste go through a pre-approval process with the County prior to acceptance.

“Dumping Pad” - means the area designated for the customers to unload solid waste intended for burial at the Site.

“Disposal” or “Disposed”- means the final disposition by burial of Waste delivered to the Yolo County Central Landfill operated by Contractor.

“DTSC” – means California Department of Toxic Substances Control.

“Effective Date” – means May 15, 2022, the date that services shall commence under this Agreement.

“Execution Date”- means the date this Agreement is approved by the County Board of Supervisors and signed by the Contractor

“Excavation Plans” – means an engineered drawing that defines the horizontal and vertical limits of the areas available to be excavated.

“Fill” – means compacted solid waste and cover material.

“Final Grading Plan” – means an engineered drawing that defines the horizontal and vertical limits of the finish surfaces of refuse and cover material.

“Finish Grade” – means the limits of cover as shown on the Final Grading Plan.

“Final Intermediate Cover” – 12 inches of cover soil on top of the final lift of waste.

“Food Waste” means any material that was acquired or resulting from the production or processing of food for animal or human consumption, but is no longer intended for such consumption, that is separated from the municipal solid waste stream, and that does not meet the definition of “agricultural material.” Food material may include, without limitation, material food waste from food facilities (as defined in Health and Safety Code section 113785 113789), food processing establishments (as defined in Health and Safety Code section 111955), grocery stores, institutional cafeterias (such as prisons, schools and hospitals), restaurants, or residential food scrap collection. Food waste shall include meat, dairy, bread, fruit and vegetable products including all acceptable biodegradable culinary products such as compostable utensils, bags, plates, cups, etc, waxed cardboard, aseptic cartons and food soiled cardboard. Notwithstanding anything to the contrary herein, food material does not include materials that are required to be disposed only by renderers, pet food processors or other approved methods pursuant to the California Food and Agriculture Code.

“Franchise Hauler” – means a commercial refuse hauler permitted by the LEA to go from place to place to collect solid waste in and outside of Yolo County.

“Gate Attendant” – means a Department employee that is assigned to staff a gatehouse or scalehouse at a County waste facility and to collect gate fees.

“Hazardous Material” – means a substance or waste that, because of its physical, chemical or other characteristics, may pose a risk of endangering human health or safety or of degrading the environment as defined in Section 25260 of the California Health and Safety Code. "Hazardous material" includes, but is not limited to, all of the following: (1) A hazardous substance, as defined in Section 25281 or 25316 of the California Health and Safety Code; (2) A hazardous waste, as defined in Section 25117 of the California Health and Safety Code or as defined in this operating agreement; (3) A waste, as defined in Section 470 or as defined in Section 13050 of the Water Code.

“Hazardous Waste” – means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause or significantly contribute to an increase in mortality, or an increase in serious irreversible or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under applicable law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, §25117; (4) the California Public Resources Code, §40141; and (5) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal or toxic substances or hazardous wastes; and (b) radioactive materials that are source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

“Health Officer” – means the health officer of the County or a duly appointed representative.

“Hydro Excavation Waste” – means mixtures of soil, gravel and water generated from vacuum excavation, generally of buried utilities. All Hydro Excavation Waste go through a pre-approval process with the County prior to acceptance.

“Inerts” – means non-decomposable material such as concrete, bricks, asphalt, rocks, gravel and dirt that can be readily separated from other solid waste and can be used for construction within the Site for purposes such as roads, all-weather pads and drainage conveyances.

“Intermediate Cover” – means a minimum of 12 inches of clean earth or other acceptable cover material compacted and graded smooth placed on the top of each lift and on areas where no additional refuse will be deposited within 180 days.

“Leachate” – means any liquid formed by the drainage of liquids from, or percolation/flow of liquids through any Solid Waste.

“Liner” – means the system of compacted sub-grades, compacted clay, synthetic membranes, and leachate collection systems that are intended to prevent a release of leachate from a waste management unit.

“Liquid Waste” - means non-hazardous liquid wastes such as septage, portable toilet, contaminated hydro excavation and drilling mud, wash rack and sump waste, storm water, leachate, etc. All Liquid Wastes go through a pre-approval process with the County prior to acceptance.

“Local Enforcement Agency” (LEA) – means the local agency designated by CalRecycle to enforce the rules and regulations of the State of California as they relate to solid waste facilities.

“Medical Waste” – means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation certain wastes generated by medical and dental practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs.

“Organic Waste” – means Yard Waste and Food Waste and mixtures thereof.

“Operations Plan” – means plans, descriptions, documents developed to show all of the necessary detail and filling sequence to describe how the Contractor will operate the site in a healthful, efficient and economical way.

“Operating Area” – means that portion of the Site that is currently in use for the unloading and disposal of waste and the stockpiling of materials.

“Person” – means an individual, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, firm, organization, partnership, joint venture or any other entity whatsoever.

“Recyclable Material” – means a material that is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or manufacture, consistent with the requirements of the Integrated Waste Management Act of 1989, and includes Source- Separated Recyclable Materials.

“Recyclable Materials” include but are not limited to: aluminum cans, glass jars and bottles, steel (tin) cans, plastic containers, scrap metal, newspaper, mixed paper (ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, wrapping paper) and corrugated cardboard.

“RFP” – means request for proposal

“Runoff” – means the portion of precipitation or applied water that drains from an area as surface flow.

“CRWQCB” – California Regional Water Quality Control Board, Central Valley Region.

“Salvage” - means the authorized removal of recyclable materials from the dumping pad by the Contractor or his designee.

“Scavenging” – means the uncontrolled or unauthorized removal of materials from the Site.

“Site Plan” – means an engineered drawing of the Site and contains information such as the Site boundaries, location of refuse, location of lined areas, location of buffer area, location of access roads, location of existing structures and other pertinent features.

“Sludge” and “Sludge Derive Materials” for use as ADC means material meeting the definition of Title 27§20690(b)(4). Sludge includes Biosolids.

“Soil Cover” – means natural earthen material placed and compacted over the internal side slopes of the cell at a minimum of six (6) inches deep as daily cover.

“Solid Waste” or “Municipal Solid Waste”– means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the generator thereof at the time of such discard or rejection, and which are normally disposed of by or collected from residential (single- family and multi-family), commercial, industrial, governmental, and institutional establishments (including nonsource-separated qualified household hazardous waste) that are acceptable at Class III landfills under applicable law and the operating permit for the Site, and that are originally discarded by the first generator thereof and have not been previously processed. “Solid Waste” includes source-separated recyclable materials.

“Source-Separated, Recyclable Materials” – means materials that are separated from solid waste by the first generator thereof and are discarded separately from solid waste for recycling purposes.

“Special Handling Waste” – includes, but is not limited to, discarded materials, which may require special handling by the Contractor in order to be disposed in the landfill. Special Handling Wastes are those materials which may require the Contractor to provide a separate dumping area, separate disposal, immediate cover, and/or other requirements as necessary to properly protect the environment and public health. Waste such as dewatered sewage sludge, grits and rags, tomato waste, medical waste, and bulky items.

“SPCC Plan” – means Spill Prevention, Control, and Countermeasure Plan

“Spreading” – means moving the refuse on the working face into compactable layers.

“Temporary Access Road” – means a graded road no more than 10% slope within the Site for use by customers, Department and Contractor to access the operations areas, monitoring locations and other areas of the Site.

“Temporary Haul Road” – means a graded road within the Site for use by the Contractor’s equipment to accomplish dirt moving and other activities.

“Ton and Tonnage” – means “short ton” of 2,000 pounds.

“Treated Wood Waste” means wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood, and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code Section 136 and following).

“Unacceptable Wastes” – means hazardous, oversized and banned materials as defined and specified in this Agreement and incorporated references permit solid waste facility.

“Vectors” – means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury including, but not limited to, insects, birds, and rodents.

“White Goods” – means enameled household appliances such as refrigerators, microwave ovens, stoves, washers, dryers, water heaters, dishwashers, trash

compactors, air conditioners, any equipment containing refrigerants (such as Freon), mercury switches, or capacitors and similar items.

“Wood Waste” – means lumber, pallets, plywood, wood furniture, or other dimensional or sheet wood product, saw or sander dust, wood chips or other wood material that is suitable for processing, grinding, recycle, and reuse.

“WMUs” – means Waste Management Units.

“Working Face” – means that portion of the cell where solid waste is spread and compacted.

“Yard Waste” – means any plant material that is separated at the point of generation, contains no greater than 1.0 percent physical contaminants by weight, and meets the requirements of Title 14, section 17868.5. Yard waste includes, but is not limited to, yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, Vegetative Food Waste, vegetative food material, untreated wood wastes, dead trees, and small pieces of unpainted and untreated wood, natural fiber products, construction and demolition wood waste, and Agricultural Material. Yard waste does not include, biosolids, mixed solid waste, material processed from commingled collection, wood containing lead-based paint or wood preservative, mixed construction or mixed demolition debris.

“YSAQMD” or “Air District” – means Yolo Solano Air Quality Management District.

2 GENERAL PROVISIONS

2.1 Permits and Approvals

With the exception of those permits that are designated County obligations in Section 5.7 (Permits and Approvals), the Contractor shall obtain and retain, at Contractor's own expense, all federal, state and local permits, approvals and licenses that may be required by law during the term of this Agreement for Contractor's performance of this Agreement. The Contractor shall provide the Department a copy of all permits, approvals and licenses obtained as part of Contractor's obligations under this Agreement. The Contractor shall at its own expense have the responsibility of obtaining a building permit for any building or facility mentioned in this Agreement and of obtaining use permits if applicable for such purposes, and of providing for any environmental review needed for such permits.

2.2 Applicable Codes and Site-Related Documents

Contractor agrees to operate and maintain the Site as a refuse disposal and waste diversion facility and to supervise the general public in the use of the Site, all in accordance with all applicable requirements, including but not limited to the following: the terms of this Agreement; Chapter 3, Division 2 of Title 27 of the California Code of Regulations; the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.); Chapters 6.5 and 6.95 of the California Health and Safety Code; the rules and regulations adopted from time to time by the Board of Supervisors for the operation of the Site; the Solid Waste Facility Permit for the Site, the Air Regulations Permit, the Waste Discharge Requirements for the Site, and any other state, federal, and local laws and regulations that may apply, all to the reasonable satisfaction of the Department. The Contractor shall be responsible for the compliance with this section regardless of provisions in this Agreement that may overlap or be in addition to the above stated requirements.

2.3 Rules and Unanticipated Events

It is mutually understood and agreed that the Board of Supervisors of the County may amend the rules and regulations for the operation of the Site, or repeal the same, during the term of this Agreement and upon so doing, such amended, revised, new or additional rules or regulations, from and including the effective date thereof, shall be deemed to be a part of this Agreement without the need physically to attach a copy of same hereto. The County recognizes that during the Term of this Agreement, there may be currently unanticipated changes in Federal, State or local laws or regulations, or in the Landfill's permits, or other unanticipated events which would change the scope of the Contractor's anticipated services under this Agreement, which Contractor would have no reasonable ability to prevent or avoid, and which could directly and materially increase Contractor's cost of performing services under this Agreement. In the event that an Unanticipated Event occurs, Contractor may apply to the County for an adjustment in Contractor's rates under this Agreement. The County may in its sole discretion, but is not obligated to, grant Contractor an equitable adjustment in Contractor's rates under this Agreement to compensate Contractor for all or a part of Contractor's increased costs due to the Unanticipated Event. Contractor assumes the risk that its costs may increase due to an Unanticipated Event and that the County may exercise its discretion not to grant Contractor a compensating rate increase.

2.4 Plans to be Submitted by Contractor

2.4.1 Operations Plan

Within one month from Agreement award, the Contractor shall submit to the Department, the Operations Plan for the first year of operations, including filling in WMUs 6F and 6H, operation of liquid waste impoundment G and the hydro excavation mud receiving area. County shall survey and provide the Contractor with the most recent survey of WMUs 6F and 6H, at the time of award of Agreement.

The Contractor shall prepare and submit an annual operations plan, including winter and summer, to the Department for approval. This Operations Plan shall include all the necessary details related to waste filling and operation, cover soil excavation and soil stockpile, temporary or permanent haul roads and haul road crossings, liquid waste and hydro excavation operations, and all other details necessary to clearly describe the operation the Contractor is proposing to meet the terms and conditions of this Agreement. After the submittal of the initial operations plan as described above, for all other years the annual operations plans shall be submitted to County in accordance with the following schedule:

- A. Submit the draft annual operations plan by March 1;
- B. Submit the final operations plan within 2 weeks after County's review and comments.

County reserves the right to request the Operations Plan earlier than the above stated timelines. In the event the County requests the Operations Plan earlier than the timeline stated above the Contractor will be afforded at least 30 days to prepare the draft plans. In the event either the draft and/or final operations plans are not submitted in accordance with the above schedule, the County will deduct money from the Contractor's monthly payments as specified under Section 6 of this Agreement

The Operations Plans may be amended more frequently, at the discretion of the Contractor, by submitting a written revision to the Department for approval. The Department shall issue a notice of approval or disapproval within two weeks. If the Department disapproves the Operations Plan, the Contractor shall resubmit within two weeks after receiving the Department's explanation of disapproval.

During the course of this Agreement, the Contractor will be required to place waste in several different landfill units (Exhibit E, Sheets 3-6). The primary units for waste filling will be WMU 6F and 6H. Filling in WMU 6A-D will generally be only at County direction. However, Contractor may be required to fill in WMU 6D1 during the summer of 2022 until the construction of WMU 6H is complete.

The Operations Plan shall address the following:

- A. Construction daily sequence and direction of filling waste for each of the designated areas.
- B. A series of waste filling phasing plans showing the daily progression of waste refilling development through time.
- C. Excavation sequence from the designated borrow source.
- D. Location of soil stockpile and processing area.
- E. Drainage control and management plan. Sufficient detail must be provided to show how drainage from filled areas will be diverted to existing drainage ditches on site.

- F. Wet weather operations plan including:
- Location of wet weather dumping pads and roads.
 - Dimensions, thickness and slope (or grade) of wet weather dumping pads and roads.
 - Location of wet weather dumping pad and roads aggregate material stockpile, including source and quantity.
 - Proposed method of construction.
- G. Liquid waste impoundment G operation and maintenance:
- Source of solidification material
 - Method of processing, solidification and excavation
 - Proposed location of excavated material
 - Primary staff responsible for maintenance and operation
- H. Hydro excavation pond operation and maintenance
- Identification of primary receiving pond
 - Excavation schedule and location of excavated soil
 - Primary staff responsible for maintenance and operation
- I. Biosolids operations
- Identification of receiving and drying/processing area(s)
 - Proposed use location(s)
- J. Other Information
- Location of employee parking area
 - Location of equipment storage and maintenance area
 - Location of office
 - Location of hazardous materials and waste storage area and method of secondary containment
 - Proposed method of spill cleanup, remediation and disposal
 - Location of temporary access roads
 - Personnel list, their duties (including the designated Site Supervisor for each shift when Site Supervisor is off-site) and their work schedules
 - Description of any salvage operation in enough details to determine the type and size of operation and method of salvaged items storage and transport on and off site.
- K. Any other items which are necessary to describe how the Contractor will operate the Site in a healthful, efficient and economical way.

Operations plans shall be stamped and prepared by a registered professional engineer (registered in the state of California) that is qualified and experienced in landfill operations plan preparation. Contractor engineer must have previous experience in preparation of landfill operations plan. Department requires an on-site visit and meeting with Contractor's engineer preparing the Operations Plan.

The initial meeting will be set at the landfill to discuss with the Department the various parts of the waste filling plan prior to submittal. The Department may request additional meetings.

2.4.2 Emergency Response Plan and SPCC Plan

The Contractor may be required to respond to emergencies at any time of day. The Emergency Response Plan shall outline steps to be taken in an emergency and shall be made available to all on-site employees. The Emergency Response Plan and the Spill Prevention, Control, and Countermeasure (SPCC) Plan shall be submitted to the Department for approval prior to the start of work. The Contractor shall respond within 14 days to any comments or questions made by the Department in regards to the Emergency Response Plan and the SPCC Plan. The Contractor shall participate in any emergency response drill coordinated by the Department.

2.4.3 Health and Safety Plan

The Contractor shall submit a Health and Safety Plan to the Department within two weeks from contract approval. The Health and Safety Plan shall be prepared in conformance with Title 8 of the California Code of Regulations. The Contractor shall respond within 14 days to any comments or questions made by the Department in regards to the Health and Safety Plan. The Health and Safety Plan shall at minimum shall include the following sections:

- A. Illness Injury Prevention Program
- B. Code of Safe Practices
- C. Heat Illness Prevention Program
- D. Hazardous Communication Program
- E. Injury Reporting
- F. Inspection Reports & Logs
- G. Safety Meeting Topics & Logs.

2.4.4 Hazardous Materials/Waste Inventory

The Contractor shall submit a Hazardous Materials/Waste (HMW) Inventory prior to the start of work. The HMW Inventory shall list each hazardous material or waste that the Contractor plans to store or use on the Site and the maximum storage quantity. The HMW Inventory shall include, but not be limited to, fuels, oils, solvents and compressed gases. The Contractor shall receive approval from the Department prior to adding any material or waste to the HMW Inventory. The Contractor shall provide the Department copies of the Material Safety Data Sheet for all materials stored on site.

Contractor shall promptly report any hazardous waste spill (e.g. oil, diesel, etc.) from Contractor's activities or equipment or customer's activities, vehicles, or accidents at the landfill. The County must report all incidences to the state and local regulatory agencies.

2.5 Progress Meetings

The Contractor's Site Supervisor shall be available to meet with the Department, either at the Site or at the County's offices, at least once per month to discuss Contractor's progress in constructing the landfill, proposed employee or operational updates, regulatory changes, inspections, plan reviews and any other operational issues. The frequency and location of the meeting is at the discretion of the Department.

2.6 Hours of Operation

Unless otherwise posted, the Site shall be open to the public as follows:

6:30 a.m. to 4:00 p.m. Monday - Saturday

8:00 a.m. to 4:00 p.m. Sunday

The landfill shall be closed on New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The above referenced hours are the current operating hours of the landfill but the maximum permitted hours 6:00 a.m. to 5:00 pm.

The cost proposal form includes optional price request for providing extended operational hours from 4 p.m. to 5 p.m., Monday through Friday. The County, at its sole option, may direct Contractor to provide extended operating hours for one or more of these days. Currently, customer interest is to remain open between 4pm and 5pm on Fridays.

2.7 Right of Entry

The County reserves the right to enter the Site at any time for any and all purposes. Regulatory agencies such as the California Department of Resource and Recovery (CalRecycle), the Local Enforcement Agency (LEA), Air Quality Management District (AQMD) and the Regional Water Quality Control Board (RWQCB) also have the right to enter the Site at any time and for any purpose.

2.8 Contractor Surveying

The Contractor shall provide all surveying necessary for the operation of the Site except as described in Section 5.5 (County Surveying). If the Contractor damages or displaces any reference points established by the County, replacement of these reference points shall be at the expense of the Contractor. Contractor shall replace or provide new or additional stakes during the remainder of the project at the Contractor's expense. Contractor shall be responsible for any lines, grades, or measurements which do not comply with specified or proper tolerances or which are otherwise defective, and any resultant defects in the work. The Contractor shall conduct resurveys or check surveys to correct errors indicated by review of the field notebooks or otherwise detected. The County may check the Contractor's surveys at any time.

2.9 Contractor's On-Site Personnel

The Contractor shall employ and have on duty during all hours that the Site is required to be open, a sufficient number of competent and qualified employees to perform efficient operations on the Site. Contractor shall provide to the County a copy of the Contractor's certified payroll records of all on-site employees in accordance with Section 3.16.2 Certified Payroll. At least one of the Contractor's employees shall be designated as a representative of the Contractor to interact with the public and the County and shall be at the Site during all hours of operation. The designated employee(s) shall be fluent in speaking, reading and writing English, shall be trained in First Aid, CPR, and 24-hour OSHA certificate in hazardous waste. A copy of the course certificate(s) shall be submitted to the County within two weeks of on-site employment. Contractor's employees shall cooperate with the County Gate Attendants, direct traffic, control public and commercial dumping, control and clean up litter, screen loads, compact and cover waste, install landfill gas collection system piping, and perform all other duties as may be required to operate the Site, including operation of Contractor's equipment to ensure that all of Contractor's operations at the Site are in accordance with this Agreement.

2.9.1 Communication

Any of Contractor's employees performing duties that require communication with County personnel or the public shall be able to speak, read and write English fluently.

2.9.2 Employees with Multiple Duties

It is understood and agreed that to operate the Site in a cost-effective manner, the Contractor may choose to have employees perform multiple duties throughout the workday; however, the Contractor shall ensure that when multiple duties are assigned to an employee are not in conflict with the duties of a landfill spotter. Landfill spotter is responsible for inspecting all waste loads for hazardous and prohibited wastes to prevent improper disposal and coordinate the safe flow of traffic within the landfill areas to ensure that the public and public vehicles are kept at a safe distance from all heavy equipment and other hazards. Contractor's employees shall properly perform the duties in accordance with this Agreement and be paid according to the terms of this Agreement.

2.9.3 Supervision of Contractor Personnel

It is expressly understood and agreed that the County has entered into this Agreement in reliance upon the Contractor's personal and continuous supervision of, and responsibility for such enterprise and at no time shall the County be required to rely upon supervision or performance by any other party, including but not confined to the surety of the Contractor or any successor, or assign or heir of the Contractor, whether by operation of law or otherwise.

2.9.4 Designated Site Supervisor

The Contractor shall designate a Site Supervisor. The Site Supervisor shall be Contractor's representative in charge of operations. The Site Supervisor shall be on Site majority of the time when Site is open to the public as stated in Section 2.6 (Hours of Operation). Any time that the Contractor has employees on the Site and the Site Supervisor is not present, an employee for each day and/or shift and who is on the Site, shall be designated in writing by the Contractor (to have the authority) to direct operations and communicate with the public and the County.

If, in the sole opinion of the County, the Contractor's assigned Site Supervisor fails to maintain adequate charge of site operations, neglects to serve the public or County representative in a courteous and efficient manner, is repeatedly absent from the Site, or otherwise fails to fulfill the terms and conditions of the Agreement, Contractor shall replace such supervisor within 15 days after County's request. The Replacement Site Supervisor, with the approval of the County that will not unreasonably be withheld, must possess the training and skills ordinarily exercised by members of the profession.

2.9.5 Removal of Contractor's Personnel at the Request of the Department

In the event that any Contractor employee neglects to properly serve the public or County representative in a courteous and efficient manner, or fails to conduct the proper waste diversion operations at the Site, or permits or causes any violation of this Agreement, the Contractor agrees not to employ such person at the Site and Contractor shall replace such person within a reasonable time (not to exceed 15 days after County's request) with a competent and trained employee.

2.9.6 Hazardous/Unacceptable Material Training

The Contractor shall not allow Disposal of material other than Solid Waste at the Site. It is recognized that some non-approved materials, including Hazardous Wastes, Household Hazardous Waste or Medical and Infectious Waste, may occasionally be unloaded at the Site by public or commercial users. The Contractor shall train all of his/her on-site employees and any subcontractors hired by the Contractor to recognize such unacceptable waste and materials, and submit copies of Hazardous Material Health and Safety certification or equivalent training documentation, for each employee and subcontractor's employee to the Department within two weeks of on-site employment.

2.10 Training for Contractor's Personnel

All employees of the Contractor shall receive 24-hour OSHA certificate in hazardous waste prior to on-site employment. Certification must be submitted to the Department within two weeks of on-site employment.

2.10.1 Designated Site Supervisor

The Contractor's designated Site Supervisor shall have a current Solid Waste Association of North America Manager of Landfill Operations, or Technical Associate of Landfill Operations certification or equivalent throughout the Term of this Agreement.

Documentation showing certification as a Manager or Technical Associate of Landfill Operations from the Solid Waste Association of North America, or equivalent, shall be submitted to the Department within six months of placing an employee in the position of Site Supervisor.

2.10.2 Contractor's Employees

Contractor's employees on the Site, shall be trained in first aid, CPR, and possess a current 24-hour OSHA certificate in a hazardous waste operations and emergency response training course as approved by the Department. This training must remain current with annual updates for the 24-hour OSHA course, and biannual update for the first aid and CPR courses. Documentation showing training for all on-site employees shall be submitted to the County prior to that employee beginning on-site employment. Certificates or other documentation for designated personnel training shall be submitted to the County prior to on-site employment. Certificates or other documentation of training updates shall be submitted to the County within 30 days of completion.

2.10.3 Gatehouse Ticket Procedures

The Contractor shall arrange to have the designated Site Supervisor and the employee who is to check Gatehouse tickets, as required in this Agreement, to receive training from the County within seven days of the employee's start of work on the site. Training will include procedures for utilizing the group text communication application "GroupMe" which the Contractor shall utilize for notifications to the Gatehouse

2.10.4 Safety Program and Weekly Safety Meetings

The Contractor shall develop and maintain a complete safety program, and provide the Department documentation that the safety program is being adhered to. Contractor shall keep a record of safety meeting and people attended and topics discussed. Safety meeting records shall be kept on-site at all times for inspection by the Department and

others. The Contractor shall conduct operations, safety, and Hazardous Waste recognition training meetings at least every 10 days, and copies of the meeting records shall be delivered to the County in conformance with Cal OSHA regulations and Title 14 of the Health and Safety Code.

All safety meeting and training documentations shall be submitted to the County by the 10th of the month following the training. This documentation shall include a brief description of the meeting topic and signatures of all employees attending.

2.11 Contractor Minimum Safety Requirements

2.11.1 Clothing Requirements

All employees shall wear as their outermost item of clothing, a high visibility, safety orange shirt, jacket, coat, or vest at all times so that they are easily identified by and visible to the general public. All employees shall wear hard-soled boots. All employees shall have their name and the firm's name located on the outermost article of clothing so that each employee is easily identified and visible to the general public. Employees clothing shall be subject to the approval of the County Department. Contractor's employees shall be provided with appropriate personal safety equipment, including, but not limited to, hard hats, rain gear, steel-toed boots (must comply with ASTM F2413), back supports, ear protectors, and other appropriate equipment. The Contractor is responsible at all times to enforce use of all such safety equipment by its employees.

2.11.2 Smoking

Smoking is not permitted at the Site.

2.11.3 Fire Safety

No burning shall be permitted and Contractor shall use all reasonable means to prevent burning of any kind at the Site. Should any fires occur, it shall be the responsibility of the Contractor to notify the fire department, to use all available methods to control and extinguish such fires, and notify the Department of the event as soon as is practical. Contractor shall construct firebreaks if so directed by the Fire Marshall or County representative. Contractor shall notify the Department prior to constructing any firebreaks so that the Department may ensure that all concerns for the area of construction have been addressed.

Contractor shall be available and respond immediately to any after-hours fire reported at the landfill. Contractor shall work cooperatively with the fire department and shall use all available methods to control and extinguish such fires. All costs for controlling and extinguishing fires shall be Contractor's and no additional payment shall be made.

2.12 Contractor to Comply with Labor Code

Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. A copy of the prevailing rates of per diem wages at the commencement of this Agreement is included as Exhibit H. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall comply with Labor Code sections 1774 and 1775. In accordance with section 1775, Contractor shall forfeit as penalty to the County, Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing rates. In addition to said penalty and pursuant to said Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth at the time of executing the Agreement. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid, and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

2.12.1 Violations

Violations of the provisions of the Labor Code cited in this paragraph may subject Contractor to civil and criminal penalties, and the Contractor may also be ineligible to bid on, or receive any waste management contract for a period of up to three years.

2.12.2 Certified Payroll

Pursuant to Labor Code section 1776, Contractor and Subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the WORK under this Agreement. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractors to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, Contractor and Subcontractors shall furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the County. Contractor shall also provide the following:

- A. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- B. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations.

Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the Department of Industrial Relations or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the CONTRACT shall not be marked or obliterated.

In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One Hundred Dollars (\$100.00) to County for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

The responsibility for compliance with this Section shall rest upon the Contractor.

2.13 Contractor Provided Buildings and Facilities

The Contractor may install and maintain upon the Site a building or commercial coach suitable for office purposes as approved by the Department. No other type of shelter, trailer, or bus shall be permitted unless authorized in writing by the Department. No person shall be allowed to spend the night at the Site. This Agreement does not authorize the construction, installation or use of any building or commercial coach contrary to the provisions of the zoning ordinance, building code, housing code, fire code or other applicable ordinances of the County of Yolo, or statutes or regulations of the State of California. Contractor shall have the responsibility of obtaining any permits and approvals necessary for any building or commercial coach permitted by this Agreement prior to installing or maintaining same at the Site. The Contractor is encouraged to provide and use a portable on-site office trailer.

2.14 Utilities

Contractor may, at Contractor's own expense, provide electrical connections and lines, in addition to those provided in the existing design of the Site as shown on Site Plan (see Construction Plans- Exhibit A for Yolo County Central Landfill Operations). Installation and maintenance of such additional electrical connections and lines shall be the sole responsibility of the Contractor and all charges for power to such lines and connections shall be the sole responsibility of the Contractor.

2.15 Telephone

Contractor shall maintain a telephone at the Site during the Site hours of operations. At all other times, Contractor shall provide a means for contacting Contractor in case of an emergency. All charges for telephone service shall be the sole responsibility of the Contractor. In the event a phone line is unavailable, the Contractor shall provide a cellular phone at the Site or other two-way communications device as approved by the Department.

2.16 Sanitary Facilities

The Contractor shall provide sanitary facilities for the employees on the Site. A well-maintained chemical toilet and hand wash would meet the minimum requirement.

2.17 Drinking Water

The Contractor shall provide on-site drinking water for all employees. The water supply on-site is not a suitable source of drinking water.

2.18 Other Provisions

Contractor shall provide all facilities such as eye wash stations, personal protection equipment, and other items that are required to comply with current California OSHA and Department of Transportation Standards, or other regulations as applicable.

2.18.1 Repair of County Property Damaged by Contractor

The Contractor agrees to carefully use and maintain or replace all equipment and facilities, which are furnished either, by the County or the Contractor, during the term of this Agreement at the sole expense of the Contractor. The Contractor will have 15 calendar days to repair or replace County property from the time the Contractor or his representative is given written notice by the County to do so. After that time, the County may use private or County personnel to repair or replace said County property, which shall all be done at the sole expense of the Contractor (the County may deduct said expenses from any payments County is required to make to the Contractor under this Agreement).

2.19 Faithful Performance and Payment Bond

No later than May 1, 2022, Contractor shall deliver to the County, and shall maintain at all times during the term hereof, a Faithful Performance Bond in the amount of \$3,500,000 and a Payment Bond in the amount of \$3,500,000, each executed by a surety specified in California Code of Civil Procedure Section 995.310 and otherwise acceptable to the County. The Faithful Performance Bond and Payment Bond shall be in the form set forth in Exhibit H to the Agreement. Prior to the Execution Date of this Agreement, Contractor

shall provide evidence satisfactory to the County that Contractor will be able to provide the bonds required by this paragraph on or before May 1, 2022.

Contractor may submit, and County shall accept, a Faithful Performance Bond and a Payment Bond written for a term of less than the full term of this Agreement but at least one (1) year, subject to the condition that no less than six (6) months prior to the expiration of the term of the such bonds Contractor must furnish County with new bonds in substantially identical form and substance for a term of at least one (1) year commencing upon the expiration of the term of the existing bonds.

2.20 Failure to provide acceptable bonds no less than six (6) months prior to the expiration of the existing bond will result in the Parties mutual termination of the Agreement upon expiration of the bonds. Contractor will not be paid or compensated for any costs associated with such termination, including but not limited to demobilization, profit, equipment costs or labor to close out the Project. Payment of Taxes

The Contractor shall promptly pay any personal property taxes or other taxes, which may attach to any salvaged material, building, commercial coach or other property which he may have upon the premises.

2.21 Coordination with Other Contractors

The Contractor agrees that in his performance of this Agreement, he shall take all reasonable steps to coordinate the operations of the Site with the activities of any other contractors engaged by County to perform work at the Site. Any issues related to coordination shall be discussed with Contractor at the progress meetings under Section 2.5 (Progress Meeting) of this Agreement.

2.22 Operation of Other Businesses

Except for the operations specifically permitted under this Agreement, the Contractor shall not engage in any private business, including the display or sale of any salvaged materials within the Site.

2.23 Mineral Rights to Remain with the County

The Contractor's salvage privilege does not include any minerals or hydrocarbon substances in any form left at the Site or thereafter created or generated at the Site. All such minerals and mineral rights and the right to extract such minerals, including but not limited to hydrocarbons, shall be owned exclusively by the County or its successor(s) in interest.

2.24 Supervision of the Public

The Contractor agrees that in his performance of this Agreement, he/she shall use reasonable means to cause the public to conform to all applicable laws and regulations of Yolo County, the State of California, and all rules, regulations and directives of the Health Officer of the County of Yolo and of the Department, as may be in effect from time to time.

2.25 Contractor Not a Peace Officer

It is mutually understood that neither the Contractor nor any of Contractor's employees are peace officers and shall not be required to furnish nor shall they carry out any of the duties peculiar to peace officers in the performance of their duties hereunder.

2.26 Removal of County Equipment and Material

Contractor shall not remove from the Site any County equipment or materials used, stored, or stockpiled at the Site.

3 SOLID WASTE AND LANDFILL OPERATIONS

3.1 General

The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the County's landfill is provided with efficient, reliable, courteous and high-quality operations at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated or not.

The Contractor's operations at the Site shall comply with all Applicable Laws, regulations and ordinances, as now existing or as they may be later adopted, modified or amended, and shall further comply with all approved closure and post-closure plans and applicable regulatory permits, including but not limited to any applicable land use permits, Waste Discharge Requirements, and Solid Waste Facilities Permits. In addition, Contractor shall comply with the provisions, conditions and requirements of all operating plans, permit applications, and all other future permit applications, operating plans and other documents for the Site hereafter approved by the County.

It is agreed to and understood by the Parties that this Agreement does not require the Contractor to be responsible for the funding or performance of closure or post-closure maintenance at the County's Site. However, Contractor is responsible for some maintenance work outside of the active filling areas of the landfill as discussed in the various section of this Agreement.

3.2 Access to the Facility

The Contractor shall access the facility through the main entrance gate as shown on the Site plan at times designated for opening and closing of the Site as described in Section 2.6 (Hours of Operation). The Gate Attendant will determine official opening and closing times for the front customer gates. The Contractor shall not allow anyone access to the Site at any time other than the hours designated.

The Contractor shall promptly contact the Department by use of the appropriate emergency number if there is no County Gate Attendant on location to process incoming traffic. In this event, the Contractor shall keep a log of the number, size and type of vehicles dumping at the facility until a County Gate Attendant is on Site and begins processing incoming traffic.

3.2.1 Temporary Access and Haul Roads

The Contractor shall construct temporary access and haul roads to all operating areas. Such roads shall be all-weather, free of protruding objects, bumps, ruts and depressions, and otherwise provide continuous access for the public, Department or Contractor as intended by this Agreement. The roads shall be constructed and maintained to drain such

that no ponding occurs. The Contractor shall abide by the posted speed limit for all public access roads between the entrance gate and the unloading areas as established by County. Haul roads shall not cross access roads unless approved by the Department. This shall be noted on the Operations Plan submitted to the Department for approval by the Contractor. The Contractor shall not allow equipment on access roads, except for the purposes of road grading or maintenance, unless authorized by the Department.

3.3 Control of Traffic

The Contractor shall route customers via signs, cones, employees or other methods approved by the Department to operating areas for the purpose of depositing solid waste or recycling materials at various facilities on Site. Customers shall be kept on approved access roads only. Franchise hauler vehicles and other similarly sized vehicles shall be kept separate from the smaller vehicles as necessary to ensure customer safety. The Contractor may assist all disabled vehicles and, if necessary, shall remove them from hindering traffic or operations.

3.4 Coordination with Gate Attendant

3.4.1 Two-way Radios

The Contractor shall have and maintain adequate number of two-way radios or cell phones compatible with County's system to allow for continual on-site communications between the Gate Attendant and Contractor's employees working at the site and for load screening as described in Section 3.5 (Load Screening-Contractors Responsibilities). County is currently using Sprint phone systems. Contractor employees shall maintain radio or cell phone contact with the Gate Attendant throughout the operating day. The Contractor shall have at minimum one radio or cell phone for the site supervisor and one radio or cell phone for the spotter on site.

3.4.2 Special Occurrence Log

The Contractor shall promptly report to the Gate Attendant occurrences, such as, fires, earth slides, explosions, property damage, oil or fuel spills, vehicle or equipment accidents and personnel or public injuries.

3.5 Load Screening - Contractor's Responsibilities

3.5.1 Checking of Gatehouse Tickets

The Contractor shall check gatehouse-issued ticket from customers at the dumping pad and diversion areas during all hours the Site is required to be open. All Contractor employees that are to perform this duty shall receive training as described in Section 2.10.3 (Gatehouse Ticket Procedures). If there is a discrepancy, or the customer has no ticket, the Contractor shall promptly notify the Gate Attendant and direct the customer per the Gate Attendant's instructions.

3.5.2 Verify Unloading of Appropriate Materials

The Contractor's landfill spotter will observe unloading activities at the dumping pads for the purpose of identifying unacceptable wastes. Landfill spotter is responsible for inspecting all waste loads for hazardous and prohibited wastes to prevent improper

disposal. In the area of the dumping pads, this visual observation will include identification of tires, white goods, untreated medical waste, electronics waste, hazardous waste, 55-gallon drums, cylinders, oversize wastes, pressure treated wood, and other prohibited wastes. If unacceptable wastes are identified prior to unloading, the customer will be instructed not to unload the unacceptable wastes, but the customer will be allowed to unload acceptable wastes. The Contractor will contact the Gate Attendant, report the circumstance, and direct the customer per the County's Gate Attendant's instruction.

If unacceptable waste is identified as hazardous waste after waste has been unloaded to the dumping pad areas and the customer cannot be identified, the Contractor will handle the waste in accordance with the Agreement Section 3.5.3. If the occupant of the vehicle is found to be unloading prohibited materials or dumping materials at an area not designated for those materials, the Contractor's employee shall direct the vehicle back to the Gate Attendant or to the designated unloading area, as appropriate. If there is a discrepancy in the proper classification of the materials in a vehicle, the Contractor's employee will promptly notify the Gate Attendant.

3.5.3 Hazardous Wastes

The Hazardous Waste Exclusion Program is administered by the County as part of their Load Check Program. This program includes screening at the scale house and random load checks at the active face. In addition to the County's program, the Contractor is required to monitor for hazardous waste at the active fill face. Suspected hazardous waste material identified at the working face will be segregated by the Contractor and transported daily by County personnel to the County hazardous waste storage locker or other on-site location designated by the County. All costs associated with the disposal of said hazardous waste will be the responsibility of the County.

If the unacceptable waste identified is hazardous waste and the customer cannot be identified, the Contractor shall do one of the following:

- A. If the hazardous waste is limited to recyclable such as lead acid batteries, paint, or motor oil, household cleaning products, pressure treated wood, and other similar products the Contractor's properly trained personnel shall remove it from the dumping pad and place in the load check area near the active landfill face for removal by County Staff.
- B. For any other hazardous waste, the Contractor shall cordon off the area where the hazardous waste is located to prevent public exposure to the waste and cease operations in the cordoned-off area. Upon cordoning off the area, the Contractor's employee shall immediately contact the County contract manager and then Gate Attendant and report all information regarding the circumstance. The Contractor shall cooperate with County personnel in remediating the situation.

3.6 Coordination with County Diversion Program

The Contractor shall direct customers to the appropriate recycling facility on site. County diversion programs include, but are not limited to, wood, tires, white goods, scrap metal, electronic waste, computer monitors, televisions, and inerts. Contractor shall check loads for such items and direct customers to the appropriate areas, as shown on the Site Plan, for recycling of such items. If customers refuse to remove such items from the dumping pad then Contractor shall promptly contact and inform the Gate Attendant of the number,

size and type of each items dropped off and direct the customer to return to the gatehouse to have his/her gate fee ticket corrected.

The Contractor shall maintain a separate stockpile for each type of material that was not transported by the customers and the area shall be kept free of litter, trash, and any other inappropriate waste types. County will transport such items to the appropriate location and charge the customer accordingly. Contractor will not receive Special Handling or any additional compensation from the diversion of recyclables from the landfill.

3.6.1 White Goods

The Contractor shall not allow disposal of any white goods to occur at the Site. All users of the Site with loads containing white goods shall be directed to the Metal Recovery Facility area at the facility entrance. White goods may not be moved with a dozer or other heavy equipment. Moving of white goods must be done so as not to cause any refrigerant leakage from the units or cause damage to any mercury switch. The Contractor shall disable the mechanical latching mechanism from any white good that is delivered with the ability to trap a person inside.

County may deliver a metal bin for storage and removal of the white goods diverted from the landfill at no cost to the Contractor as long as County received the revenues from the sale of the white goods diverted. Contractor shall be responsible to notify the Gate Attendant to schedule pickup and delivery of white goods metal bins.

3.6.2 Tires

Whole tires are not accepted for disposal at this Site. All customers bringing tires to the Site are required to drop them off at the tire recycling area near the facility entrance. Contractor shall promptly notify the Gate Attendant of the number and size of tires in the load and shall direct the user to return to the gatehouse to have his gate fee ticket corrected and drop of the tires in the appropriate location. Contractor shall maintain a separate stockpile for whole tires. Contractor shall transport whole tires to the tire-recycling bin located near the Recycling Facility at the Site entrance.

3.6.3 Scrap Metal

All loads containing scrap metal shall be directed to unload in the appropriate Metal Recovery Facility area at the facility entrance. Customers with commingled loads containing scrap metal, not wanting to take metal material to the appropriate diversion area, shall be allowed to unload that scrap metal at the dumping pad. Contractor shall promptly notify the Gate Attendant. County may deliver a metal bin for storage and removal of the scrap metals diverted from the landfill at no cost to the Contractor, as long as County received the revenues from the sale of the scrap metals diverted. Contractor shall be responsible to notify the Gate Attendant to schedule pickup and delivery of scrap metal bins.

3.6.4 Inert Material

The Contractor shall direct all loads of source separated inert material including, but not limited to, concrete asphalt and brick to the Inert Recycling Facilitie(s) or for Contractor use for wet weather roads and tipping pads. The County, from time-to-time may designate new areas new Inert Recycling Facilities. Any load containing visible waste contamination

greater than ten (10) percent of the load by volume, which cannot be easily separated and removed, shall be redirected from the Inert Recycling Facility area to the CDI Facility or Active Face for disposal. The Contractor shall promptly notify the Gate Attendant of the decision to redirect any load and direct the customer per the Gate Attendant's instructions. Any load containing ten (10) percent or less contamination shall be unloaded at the Inert Recycling Facilities. Exhibit D shows the historical inert tonnage diverted to the Inert Recycling Facilities or the wet weather dumping pads.

3.6.5 Electronic Waste

Televisions, computer monitors, and other electronic wastes are not accepted for disposal at this Site. All customers bringing such items to the Site are required to drop them off at the Electronic Waste Recycling area near the facility entrance. Contractor shall promptly notify the Gate Attendant of the number and size of televisions, and computer monitors and other electronic equipment in the load and shall direct the user to return to the gatehouse to drop off these items in the appropriate location. All electronic waste such as televisions, computer monitors, computer, CPUs, keyboards, telephones, answering machines, and other electronic wastes are accepted at the Electronic Waste Recycling area at no charge to the customers.

Contractor shall establish a separate stockpile location for electronic waste found in waste. Contractor shall handle these items with care to prevent television or monitor glass from breaking. These items contain lead and mercury and must be diverted from the landfill. County shall transport these items to the Electronic Waste Recycling area near the Site entrance.

3.6.6 CDI Waste

The County Gate Attendant will direct loads of CDI waste to the CDI facility for processing and recycling. As part of Contractor's ticket checking and load inspection duties, Contractor shall redirect any CDI Waste customer from the active disposal area to the CDI Facility.

3.6.7 Organic Waste

The County Gate Attendant will direct loads of Organic Waste to one of the on-site composting facilities for processing and composting. As part of Contractor's ticket checking and load inspection duties, Contractor shall redirect any Organic Waste customer from the active disposal area to the CDI Facility.

3.6.8 Other Diversion Items

During the term of this Agreement, the County may establish diversion activities on other materials. Contractor shall support these activities through customer education and direction at the Active Face.

3.7 Wastes that Require Special Handling

The Contractor, from time to time, will be directed by the Department to dispose of wastes, which require Special Handling. These wastes may require the Contractor to provide a separate dumping area, separate disposal, immediate cover, blend with other material and/or other requirements as necessary to properly protect the environment and public health. Examples of such wastes are, but not limited to, de-watered sludge, grits and rags,

medical waste, cannery waste (such as tomato paste and sauce). If appropriate, the County shall furnish the Contractor with Material Safety Data Sheets or other analytical reports prior to the receipt of the special waste.

Dewatered sludge and grits and rags is received Monday through Friday before 9 a.m. and must be covered by 12 p.m. Contractor will address disposal of sludge, grit and rags in their Operation Plan. Autoclaved medical waste is received until 9 a.m. daily and cannery waste is received until 9:30 a.m. daily.

If Contractor has any concerns with the Special Handling of wastes, the Contractor shall promptly advise the Department of those concerns prior to any disposal of those wastes. Upon being so advised, the Department shall determine in good faith whether Contractor's concerns merit rejection of disposal of the subject wastes, a separate agreement with the Contractor for the Special Handling of these wastes, or that these wastes shall be handled by the Contractor in the normal course of its responsibilities of this Agreement.

In addition to the above items, the Department accepts bulky items such as, but not limited to: styrofoam, mattresses and mattress components, old commercial coach, trailers, large tree stumps, and other similar large bulky items which does not require separate disposal location and therefore does not require Special Handling.

Contractor agrees that disposal of wastes requiring special handling as described above are at no additional cost to the County.

3.8 Dumping Pads

The Contractor shall prepare and maintain all dumping pads used for waste disposal during dry and wet season operations for the disposal of solid waste, grit and rags, and dewatered sludge, and other waste materials that require Special Handling. Dumping pads shall be sufficient in size to safely accommodate large Franchise Hauler vehicles and other similarly sized vehicles, and smaller general public vehicles. Each pad shall be of a size sufficient to handle the incoming loads such that no user must wait more than three minutes to deposit their waste.

The Contractor shall not allow more than 100 cubic yards of waste to accumulate on a dumping pad at any one time. Each pad must be sufficient in size such that there is enough (minimum distance of 50 feet) separation between the Franchise Hauler vehicles and other similar sized vehicles and the smaller vehicles for safety purposes. The location of the dumping pad for both types of vehicles shall be immediately adjacent to the working face or as close as practical as approved by the Department.

The pads shall be firm and oriented in a direction such that vehicles are able to maneuver and dump without excessive slippage or tilting. There shall be no protruding objects, such as, but not limited to rebar or reinforcing wire, on the pad that might cause hazard to the vehicles or people. Contractor shall be solely responsible for all claimed damages to customer vehicles due to protruding and sharp objects on the pad or waste debris (the County may deduct said expenses from any payments County is required to make to the Contractor under this Agreement [See Section 5.1 Compensation]).

The pads shall be constructed to provide positive drainage in accordance with the approved Operations Plan and Section 2.4.1 (Operations Plan). The Contractor shall supply sufficient personnel on the dumping pads to direct each and every customer to the

proper location for dumping waste. The Contractor is responsible to provide all of the necessary equipment and materials for the construction of the dumping pad and access roads. The on-site inert facility and the incoming inert material will be available to the Contractor for the construction of the dumping pad and access roads on-site. Contractor shall have the ability to designate the dumping location of incoming inert material to allow for efficient construction of dumping pads and access roads.

Periodically, the County will be constructing new waste management units (WMU). The next waste management unit to be constructed is designated WMU 6H in the summer of 2022. Waste placement in the fall/winter of 2022 will be in WMU 6H. The Contractor is responsible for constructing wet weather dumping pads as necessary in all existing and newly constructed waste management units to facilitate waste disposal.

3.9 Cell Construction

Cells shall be constructed to the grades established on the Final Grading Plans in accordance with the approved 2022 Operations Agreements Plans. The cell dimensions shall be in conformance with the typical Cell as shown on the plans (Exhibit E, Sheet 17 incorporated by reference) unless otherwise approved by the Department. The cell shall be constructed by pushing the waste from the dumping pad to the cell location. Waste shall be spread and compacted on the working face of the cell from the bottom upward unless otherwise approved by the Department. The Contractor shall spread the waste in layers not to exceed two feet in thickness, then compact each layer with at least three passes of the compactor prior to adding the next layer. Bulky and large items in the waste stream shall be placed as low in the working face as possible. The finish surface of the waste shall be evenly graded, free of dips and humps, prior to placement of cover.

Prior to cell construction, the Contractor shall remove intermediate cover from the previous lift in the area where the current day's waste will be placed and stockpile the dirt for later use. The intermediate cover shall be removed such that no waste is exposed or mixed into the dirt to be stockpiled. If soil is mixed with small amount of waste it can be used a daily cover. The removal of the intermediate cover shall be in accordance with the required fire breaks shown in plans (Exhibit E, Sheet 17) of contract.

Contractor shall coordinate with the County and furnish all the necessary equipment and labor to install the Gas Collection System piping as shown on plans included in the plans (Exhibit E, Sheets 15 & 16). Contractor shall protect pipes from damage during and after the installation. Contractor shall be solely responsible for any damages caused by Contractors' or customers' activities to said facilities. In the event the County repairs said damages, the County may deduct said expenses from any payments County is required to make to the Contractor under this Agreement (See Section 5.1 Compensation).

Contractor shall provide labor and equipment costs that are directly associated with the construction of the Gas Collection System as described the plans (Exhibit E, Sheet 15 & 16). County will need these costs for billing and reimbursement from an outside agency. Sufficient details must be provided to backup all associated costs such as labor and equipment cost. Actual costs shall be provided to the County on the 10th day of each month.

Contractor shall notify the County five (5) days prior to construction of the Gas Collection System pipe. County shall survey the location of all Gas Collection pipes that are

constructed each month. Contractor shall provide the liner feet and cost of labor and equipment for the installation of the surveyed Gas Collection pipe. County shall provide the necessary materials (pipes, permeable bedding, shredded tires, and soil backfill) for the installation of Gas Collection System piping.

3.10 Daily Cover

All Waste shall be placed and compacted each day and shall be covered before the end of each working day with a minimum of six (6) inches and maximum of twelve (12) inches in compacted thickness of Soil Cover material or an approved Alternative Daily Cover (ADC). The Contractor shall be responsible for obtaining all soils to be used for cover from on-site sources or as designated in the Borrow Plan (Exhibit E, Sheets 9-11). The County shall be responsible to obtain necessary approvals for the use of any ADC. The County currently has approval for the use of five (5) alternative daily cover that the Contractor may use. These are: Compost Overs, CDI fines, tarps, Sludge and Sludge Derived Products (Sludge and Biosolids), and spray-applied cementitious products.

The Contractor recognizes that he is required to place and maintain (e.g. repair cover soil erosion or differential waste settlement) daily and/or intermediate cover soil as part of their contract and that the specifications for this are outlined in the Agreement Plans and California State Law Title 27. If the County discovers an area that is deficient in daily cover and/or intermediate cover or requires repair due to erosion or settlement the County shall document the deficiency by photograph and written communication. This information will then be transmitted to the Contractor who will have 48 hours from the time of the notice to correct the deficiency. In the event that the deficiency is not corrected, Contractor's payment shall be withheld as described under Section 6 of this Agreement.

3.10.1 Daily Cover of the Working Face - Tarp

The contractor shall provide tarps for use as daily cover for maximum of 72 hours. These tarps shall be of a type and manufacture approved for use by the Department and the LEA.

The Contractor may use County owned Tarpomatic System and tarps (six tarps with dimensions of 40 feet by 100 feet). Contractor will be responsible for regular maintenance of the equipment. Contractor shall be responsible for repair of any rips or tears to the tarps and purchase of additional and replacement tarps. Contractor shall be responsible for any kind of damage done to Tarpomatic System and shall pay for major repairs or replacement of Tarpomatic. The Contractor shall, at its own expense provide the tarps and replace them as necessary during the term of this Agreement.

Contractor may choose to use other types of Tarps as ADC. Other tarps provided by the contractor shall be approved by the County prior to purchase and use on Site and must be approved by the Department and the LEA. The Contractor shall provide sufficient tarps to allow for the complete coverage of the maximum sized working face and the Contractor shall have one set of back-up tarps on Site and ready for use at all times. If Contractor does not have a set of back-up tarps on Site then County may purchase tarps and deduct said expenses from monthly payments to the Contractor under this Agreement (See Section 5.1 Compensation).

Tarps are to be utilized in such a way as to minimize dirt usage. Tarps must be placed and secured over the compacted refuse at the end of the working day in such a way as

to prevent the exposure of any waste during non-operating hours. All seams shall be overlapped a minimum of two feet and the tarps shall extend a minimum of five feet beyond any refuse. Tarps may not contain rips or tears greater than six inches in length. Tarps, which become ripped or torn, shall be immediately repaired or replaced. Any tarp ripped during placement over waste must be repaired or replaced immediately to comply with daily cover requirements as outlined above. Tarps shall be secured in place to prevent them from moving during wind events.

Soiled tarps, which become a nuisance due to odor or appearance shall be taken out of service and replaced with a new tarp. The old tarp may be buried at no cost to the Contractor providing the tarp was used exclusively at the facility where tarp disposal is to occur.

3.10.2 Daily Cover of the Working Face – Compost Overs

Contractor shall utilize Compost Overs for ADC cover of the working face as directed by the County. Compost Overs will be delivered by County's on-site composting contractor as close to the working face as practical and allowed by the condition of the Contractor's access road.

Application of Compost Overs shall be to a minimum compacted thickness of six (6) inches and average compacted thickness of less than or equal to twelve (12) inches. The layer shall be spread evenly, then tracked and compacted onto the surface of waste by making a minimum of two (2) passes with track-type dozer equipment as required in Section 3.17 (Contractor Provide Equipment). County may approve alternative equipment and methods. Handwork may be required to cover all exposed trash. Compost Overs may remain in-place for up to 21 days before it must either be covered by soil or another lift of waste. Compost Overs may also be blended with soil to extend volume of soil for daily and/or intermediate cover. The appropriate ratio of soil to Compost Overs shall be approved by the County prior to use of this option.

Compost Overs may also be utilized for solidification of liquid waste in the WMU G pond (see Section 4.3 Liquid Waste)

No separate compensation will be made for this work. The weight Compost Overs used for daily cover shall not be included in the Air Space Usage Calculation (Section 6.5.1).

3.10.3 Daily Cover of the Working Face – CDI Fines

Contractor shall utilize CDI fines as directed by the County for ADC cover of the working face. CDI Fines will be delivered by County's on-site CDI contractor as close to the working face as practical and allowed by the condition of the Contractor's access road.

Contractor shall apply and compact CDI Fines to a minimum compacted thickness of six (6) inches and average compacted thickness of less than or equal to eighteen (18) inches. The layer shall be spread evenly, then tracked and compacted onto the surface of waste by making a minimum of two (2) passes with track-type dozer equipment as required in Section 3.17 (Contractor Provide Equipment). County may approve alternative equipment and methods. Handwork may be required to cover all exposed trash. CDI Fines may remain in-place for up to 24 hours before it must either be covered by soil or another lift of waste.

CDI Fines may also be blended with soil to extend volume of soil for daily and/or intermediate cover. The appropriate ratio of soil to CDI Fines shall be approved by the County prior to use of this option.

CDI Fines may also be utilized for solidification of liquid waste in the WMU G pond (see Section 4.3 Liquid Waste)

No separate compensation will be made for this work. The weight of CDI Fines used for daily cover shall be included in the Air Space Usage Calculation (Section 6.5.1)

3.10.4 Daily Cover of the Working Face – Biosolids/Sludge

Contractor shall utilize Biosolids, either alone or blended with soil as ADC cover of the working face through December 31, 2024. Contractor shall use Sludge from solidification of the WMU G pond throughout the term of this Agreement. This work includes: receiving, drying, mixing, and moving stockpiled Biosolids/Sludge from the stockpile on site to the landfill working face; applying and compacting the Biosolids/Sludge on the active face of the landfill.

Contractor shall apply and compact the Biosolids/Sludge to a minimum compacted thickness of six (6) inches and average compacted thickness of less than or equal to twelve (12) inches. The layer shall be spread evenly, then tracked and compacted onto the surface of waste by making a minimum of two (2) passes with track-type dozer equipment as required in Section 3.17 (Contractor Provide Equipment). County may approve alternative equipment and methods. Handwork may be required to cover all exposed trash. Biosolids/Sludge may remain in-place for up to 24 hours before it must either be covered by soil or another lift of waste.

Biosolids/Sludge may also be blended with soil to extend volume of soil for daily and/or intermediate cover. The maximum ratio of soil to Biosolids shall be 3 to 1 or as approved by the County prior to use of this option.

Separate compensation will be made for this work, see section 4.2. The weight of Biosolids/Sludge shall not be included in the Air Space Usage Calculation (Section 6.5.1)

3.11 Intermediate and Final Intermediate Cover Soil

The Contractor shall place Final Intermediate Cover Soil in conformance with the Final Grading Plans as described in the plans (Exhibit E, Sheets 3-6). Intermediate Cover Soil shall be placed over any waste in an area that will not be covered with a new lift of waste within 180 days. Intermediate Cover Soil shall have a minimum thickness of twelve (12) inches. Sludge removed from WMU G, when mixed with sufficient solidification material (See Section 4.3) shall be sufficient for the lower 6-inches of Intermediate Cover. Intermediate cover Soil may also be blended with Compost Overs at County approved ratio. Soil shall be obtained in conformance with the Borrow Plan and as described in Section 3.16.13 (Soil and Soil Excavation). Intermediate and Final Intermediate Cover Soil shall have a maximum particle size of 6 inches and shall be free of other deleterious materials. Intermediate and Final Intermediate Cover Soil shall be compacted to provide a firm and stable surface.

The Contractor is responsible for ensuring that Final Intermediate Cover Soil grades conform to the Final Grading Plans with the Final Grading Plans as described in the plans (Exhibit E, Sheets 3-6). The Contractor shall ensure that top of waste is one (1) feet below

Final Grades shown on Final Grading Plans with the tolerance of ± 0.5 feet. Intermediate Cover Soil shall meet the minimum slope and drainage requirements. Final compaction and grading shall be completed within two weeks of initial placement.

3.12 Wet Weather Provisions

The Contractor shall make provisions to ensure that the operations as required by the terms of this Agreement can be accomplished during wet weather. The Contractor shall ensure that all interior access roads, dumping pads and diversion areas can be conveniently traveled and used.

3.12.1 Interior Access Roads, Dumping Pads and Diversion Areas

Contractor may use either the incoming inert material or transfer inert material from the Inert Facility stockpile to construct the dumping pads. Contractor shall notify the Department prior to diversion of incoming inert material and prior to removal of inert material from the Inert Facility stockpile.

The Contractor shall identify a location for a winter dumping pad for use during wet weather. The Contractor shall submit for approval a written plan to the Department to be included in the Operations Plan by dates stated in Section 2.4.1, showing the proposed location of the winter pads and describing how the pads and access roads to the pads will be constructed. The width, surfacing and grade of such access road(s) at the site, as well as revegetation of interim cover slopes, drainage ditch cleaning and grading, installation of silt fencing, and other winterization efforts needed to ensure proper operation of the site during the wet season, shall be approved by the County and become part of a winterization plan which the Contractor is responsible for implementing.

Construction of the winter improvements shall be completed before October 1 of each year or as otherwise approved by the Department. In the event that there are not enough inert materials available, the Department shall, if deemed necessary by the Department, provide appropriate aggregate materials or authorize the Contractor to purchase aggregate materials as extra work.

Unless Department requests that a winter dumping pad must remain in place or when the winter dumping pad is no longer needed, the Contractor shall remove the useable inert material from the pad. This will increase the amount of airspace available and can have a positive impact on waste compaction and the Performance-Based Increases Compensation (section 6.5). The winter pad materials shall be scraped such that no waste is mixed into the stockpiled materials. After the recoverable materials are removed or if the winter dumping pad materials are not reclaimed for future use, Contractor shall dig and mix the remaining winter pad materials into the underlying waste materials prior to placing additional waste. This will help prevent future leachate seeps. Regardless, Contractor is responsible for all leachate seep repairs in accordance with Section 3.16.5.

3.12.2 Cover Soil

The Contractor shall create a strategically located stockpile of soil for use during extended periods of wet weather without interference with the active landfill gas collection system. Contractor is responsible for the protection of all piping and replacement of any damaged gas collection system during cover soil operation. The stockpile shall be protected such that the soil does not get so wet as to render it unusable as cover prior to its use. The

minimum size of the stockpile shall be 5,000 cubic yards. The Contractor shall submit for approval a written plan to the Department to be included in the Winter Operations Plan by dates stated in Section 2.4.1. Plan must show the proposed location of the soil stockpile and describing how the soil stockpile will be constructed, including estimates of the amount of soil stockpile required.

3.13 Care of Landfill Liner

3.14 Liner Maintenance

The Site is constructed with a low permeability liner and gas and leachate collection systems. Contractor waste handling, disposal, and processing operations in the lined area are subject to the approval of the County. If the Contractor damages any portion of the liner system (either base or cover liner system), including exposed liners or other temporary covers along slopes, or damages collection pipes during the performance of its operations, waste placement in the damaged area shall be discontinued and Contractor shall promptly notify the County of such damage to the landfill liner or component of system. The Contractor shall be liable to the County for material and labor costs incurred for liner system repair due to Contractor's activities.

3.14.1 Coordination of Operations

The Contractor shall cooperate and coordinate fully with the County and County's contractors and engineering and operations consultants during any Landfill-related construction or survey projects and/or ongoing operations, which may be undertaken during the Term of this Agreement. The County will provide advance notification to the Contractor of any construction projects to be implemented, and work with the Contractor to assure Landfill operations are coordinated with construction schedules and activity. The County will take reasonable measures to ensure that the Contractor's operations are not unduly impacted by third party contractors or consultants.

3.15 Site Drainage

The Contractor shall provide for the drainage of the fill area, whether completed by past or present Contractors, at all times and shall follow the Final Grading Plans and Operation Plans. This includes Waste Management Units 6A, 6B, 6C, 6D Phase 1, 6F, 6H and future constructed module. Operations shall be conducted so that drainage of rainwater off and away from buried refuse, diversion areas, dumping pad area and any other operations areas is constantly maintained and erosion and nuisance is minimized.

The Contractor shall construct all fill areas whether temporary or permanent with a minimum slope of five (5) percent in at least one direction.

The Contractor shall place and relocate drainage control devices (Exhibit E, Sheets 3-6) supplied by the Department as necessary to maintain positive drainage and minimize erosion. All other drainage and erosion control devices shall be provided by the Contractor.

The Contractor shall immediately remove any ponding over any waste fill surface, or within 50 feet of fill. The Contractor shall provide pumps, pipes, hoses, or any other equipment necessary to remove such ponding to appropriate drainage locations.

The Contractor shall provide, place and relocate drainage control devices, construct v-ditches and berms, and provide all personnel and equipment necessary to maintain positive drainage, minimize erosion around the working areas of the Site and around exposed liner areas, and minimize infiltration and leachate generation in all waste fill areas.

The Contractor recognizes that he is required to provide positive drainage as required in this Agreement. In the event that deficiency in site drainage is not corrected within the time frames specified in Section 6.2.3 then Contractor's payment shall be withheld in accordance with Section 6 of this Agreement.

Any site drainage work necessary on Waste management Units 1-5 (final closed units) and Waste Management Unit 6D Phase 2 (Anaerobic Composter unit) will be as Additional Work (Section 5.2).

3.16 Site Maintenance and Controls

The Contractor shall maintain the Site in a clean and sanitary condition and shall correct any public nuisance created as a result of his operations.

3.16.1 On-Site Litter Control

The Contractor shall constantly maintain and keep Site free of litter and other refuse. Litter consists of any Waste outside of the working face or dumping areas. The Contractor shall be solely responsible for maintaining the Site in a clean and sanitary condition and shall be responsible for any public nuisance created as a result of its operations. Windscreens and litter fences shall be used during periods of wind to contain blowing Waste, such as plastic, paper and other light debris. Contractor shall provide adequate personnel to collect and properly dispose of litter from the Site, as needed, and to keep the screens cleared of Waste.

Contractor may use County's 14 feet high skid mounted metal trash screens (9 units at 22 feet long each). If Contractor decides to use County owned litter screens, then Contractor is accepting the responsible of any damages to the fences that are not considered by the County to be part of the normal wear and tear. Contractor shall purchase at least 10 additional skid mounted portable litter screens similar to the county's existing skid mounted screens for Contractors use during the term of this agreement. Skid mounted litter screens shall become the property of the County following the termination of this Agreement. Contractor shall provide any additional fencing needed to control litter on-site and off-site.

The Contractor shall be held responsible and liable for the cleanup of all litter blown from within the Site to fences and any wind-blown litter leaving the Site. The Contractor recognizes that he is required to control litter in this Agreement and California State law Title 27. In the event that the Contractor does not correct a deficiency in on-site or off-site litter control within 48 hours as determined by the County, then Contractor's payment shall be withheld in accordance with Section 6 of this Agreement.

Contractor may request an extension of time to correct a deficiency in on-site litter control due to extenuating circumstances. Any request should provide justification as to why an extension is warranted. Each request will be evaluated on a case- by-case basis by the County and may or may not be granted at the sole discretion of the County. Any time

extension granted by the County shall not preclude a finding by the LEA of “violation” or “area of concern” should an inspection occur during the time extension.

3.16.2 Illegally Dumped Waste

The Contractor shall be responsible for clean-up of illegally dumped Waste and litter within the Site boundary. The Contractor has the sole responsibility to contain all Waste and litter and other refuse within the Site, and the Contractor shall be held responsible and liable for the cleanup of all refuse blown from within the Site to fences and property located outside the Site boundaries. This includes litter blown from all vehicles traveling within the landfill site.

3.16.3 Vectors

The Contractor shall control all vectors (birds, rodents, insects, and other disease carrying or breeding organisms) on the Site, subject to applicable regulations. Use of any chemical sprays, traps and similar measures shall be approved by the County Agriculture Department and the Environmental Health Services Department. The Contractor shall obtain final approval from the Department before the use of any pesticide or rodenticide is deployed for vector control. Application of any of the stated substances shall be performed in compliance with all applicable State and Federal wildlife protection regulations. No chemicals shall be used within 20 feet of monitoring wells.

3.16.4 Dust Control and Water Supply

The Contractor shall apply water, a dust palliative or both as approved by the Department for the alleviation or prevention of any dust nuisance that may occur during daily operations. The water supply for dust control shall be pumped treated groundwater stored in a two-acre lined pond with maximum capacity of 1.5 million gallons. Contractor shall provide, at its own expense, all necessary pumps and piping system needed to pump water from pond or fill water trucks.

If directed by the County, contractor shall utilize landfill leachate and/or wastewater stored in the on-site wastewater ponds for dust control in designated areas of the landfill away from the public. A separate pay item is included for utilizing landfill leachate and/or wastewater as dust control.

3.16.5 Landfill Maintenance

Cracks, depressions, erosion, clay levee damage, leachate seeps and waste day lighting on the landfill surface and side slopes without regard to whether constructed by past or present Contractor, shall be promptly repaired and graded by the Contractor throughout the term of this Agreement. In the event that ponding does occur, the Contractor shall commence pumping water from the pond to an appropriate drainage location within 48 hours.

3.16.6 Weeds

The Contractor shall clear weeds (mow, pull or use weed whacker or other County-approved method) at least 5 feet around all manholes, monitoring wells, flowmeters, lysimeters, air stripper, leachate and condensate sumps, panel boxes, pipes, drainage ditches, fuel storage areas and interior access roads and roads leading to all monitoring

wells as shown on the Weeding and Road Maintenance Plans (Exhibit E, Sheets 12-14). The frequency of weeding and the dates to be completed by are as follows:

Manholes, monitoring wells, flowmeters, leachate and condensate sumps, lysimeters, air stripper, panel boxes, fuel storage areas and interior access roads, two times per year.

- A. Once in the spring (by March 31), and
- B. Once in early summer (by June 30)

Once per year, between October 1 and October 31, Contactor shall mow ditches as shown on the Weeding and Road Maintenance Plans (Exhibit E, Sheets 12-14).

When removing weeds care must be taken to prevent any damage to flow meters, tubing, and other facilities subject the area. Contractor shall be solely responsible for any damages caused by Contractors activities to said facilities. In the event the County repairs said damages, the County may deduct said expenses from any payments County is required to make to the Contractor under this Agreement.

The Contractor shall not use any chemical weed killers without approval by the Department in advance. If the Department allows the use of chemical weed killers, the Contractor shall submit a Material Safety Data Sheet and a record of quantity used, location to be applied and date of application for each weed killer. No chemical weed killers shall be used within 20 feet of any monitoring point as shown on Weeding and Road Maintenance Plan.

3.16.7 Lighting

During periods of darkness (typically, but not necessarily limited to, early morning and late afternoon hours of November, December, January and February), the Contractor shall perform operations in a manner that ensures personnel safety, as required by Cal-OSHA standards and maintains compliance with state minimum standards, which may require the use of ancillary equipment to adequately illuminate solid waste operations. This may require furnishing up to 4,000 watts of additional lighting in the vicinity of the dumping pad and working face.

3.16.8 Paved & Unpaved Road Maintenance

The Contractor shall repair potholes in any paved and unpaved access roads within the Site and the commercial scale and entrance off County Road 104. The Contractor shall keep the paved entrance road clean and free of dirt, mud and other materials, such that the dirt, mud, and other materials are prevented from being tracked onto public roadways outside of the property boundary. The use of blower devices and dry rotary brushes are expressly prohibited unless accompanied by sufficient wetting to limit visible dust emissions.

Dirt and gravel roads shall be graded to remove weeds and ruts, provide positive drainage in the winter. If grader is used to remove weeds, it shall not cause damage to the road or change the grading of the road in such a way that could prevent drainage or cause water ponding on the road. Contractor shall not leave any debris on the side of the road that will prevent water from draining off the road or blocking the drainage ditch.

3.16.9 Temporary Access and Haul Road Maintenance

The Contractor shall maintain all temporary access and haul roads, whether or not constructed by the Contractor, which are necessary for the proper operation of the Site. Access roads to monitoring locations utilized by the Department are included in this requirement. Contractor's maintenance shall ensure that each road can be utilized for the purpose intended at all times.

3.16.10 Fires

Should any fires occur at the landfill at any time, the Contractor shall safely respond immediately, and use all available methods to control and extinguish such fires. The Contractor shall immediately report the fire to and cooperate with the appropriate Fire Department. The Contractor shall notify the Department of the event as soon as practical. Contractor shall be responsible for all costs to respond and control fires.

If a burning load is discovered at the gate, the Gate Attendant shall notify the fire department and then the Contractor who shall isolate the load away from the other refuse. After the fire is completely extinguished, the Contractor shall check the load for unacceptable waste and dispose of the load at the working face.

3.16.11 Fire Breaks

Firebreaks shall be constructed by the Contractor in accordance with Details on Exhibit E, Sheet 17 of the Plan and as directed by the County or the Fire Marshall. Inside landfill fire breaks shall consist of 6 inches of compacted soil placed in conformance with Section 3.10.

3.16.12 Hazardous Materials and Hazardous Waste Storage

The Contractor shall store and use only those hazardous materials and wastes that are necessary for the proper operation of the landfill the proposed location of hazardous material and waste storage area and method of secondary containment shall be submitted for approval as part of the Operations Plan (Section 2.4.1). Hazardous materials and wastes shall be stored in an area of the landfill away from public access and in as confined a space as possible.

Containers with a capacity of 30 gallons or more shall be clearly marked to identify the hazardous material or waste being stored. The Contractor shall provide liquid secondary containment under the fuel storage container and any hazardous material or waste container, which holds 30 gallons or more. The fuel dispenser shall be stored within the secondary containment in accordance with Health and Safety Code §25270 to §25270.13, Title 40, Code of Federal Regulation, Part 112 and any other applicable law codes or regulation. The secondary containment shall be constructed of HDPE with a 40-mil thickness or equal and shall be sized to hold 110% of the largest container.

The Contractor shall minimize fluid spillage to the ground from storage containers, equipment, equipment maintenance activities and other activities involving fluids. The Contractor shall promptly cleanup or remediate any fluid spillage in conformance with all applicable laws, regulations or permits.

3.16.13 Soil and Soil Excavation

Soil shall be excavated from either borrow areas #1 or #2, or any other areas within the landfill site as directed by the Department. Contractor will also be allowed to excavate the existing intermediate cover soil in the immediate area that will receive waste. Contractor will not be allowed to excavate soil from a Waste Management Unit (WMU) in which Contractor will not be placing waste during the next three to six months. This is to prevent generation of additional leachate and gas emissions once some of the cover is removed.

Contractor shall coordinate with the Department to reduce the size of intermediate cover soil removal to minimize this impact. Grades and tolerances shown on the Borrow Plan (Exhibit E, Sheets 9-11) shall be adhered to and any excavation areas shall be graded to promote positive drainage. Soil shall be excavated only for landfill operations or as directed by the Department. In the event the Department directs the Contractor to excavate from any area other than the soil borrow areas identified on Borrow Plan (Exhibit E, Sheets 9-11), the haul distance will be less than or equal to the haul distance between the identified soil borrow areas on Borrow Plan (Exhibit E, Sheets 9-11), and the active filling area.

In borrow areas #1 or #2, where excavation is required below surrounding ground level, ponding of liquid shall be controlled and minimized so further excavation activities are not halted. Excavation could potentially expose buried cultural resources including prehistoric Native American burials. County shall retain a Professional Archaeologist to provide pre-construction briefing(s) to Contractor's supervisory personnel to alert them to the possibility of exposing significant prehistoric archaeological resources within the borrow areas. The Contractor shall provide pumps, pipes, hoses, or any other equipment necessary to remove ponding to appropriate drainage locations. Contractor is responsible to acquire permission from the Department prior to discharge of surface water or ground water to any of the drainage ditches.

Contractor shall be responsible for all other erosion and erosion control from any area excavated and left dormant or free of vegetation during the rainy season. Erosion control measures may include hydroseeding, silt fence, straw bale check dams, or equivalent and shall be approved by the Department. Contractor shall provide all materials and labor required for this work. County shall only provide erosion control devices as indicated on the Final Grading Plans (Exhibit E, Sheets 3-6). Contractor is responsible for installation of such erosion control device.

The County may direct customer provided soil to Contractor for Contractor's use to fulfill the requirements of this Agreement. Customer provided soil will offset soil required to be excavated from the borrow site or other on-site stockpile and as such, a deduction in contractor's payment will be made for each ton of customer provided soil to Contractor. Contractor shall be responsible for all costs to receive and utilize Customer provided soil beneficially.

The following default weights are utilized by the County based on the type of vehicle delivering customer provided soil:

Vehicle Type	Average Weight (tons)
Auto	0.20
Min- Pickup	0.84
Full Sized Pickup, Small Trailer	1.50
Large Trailer	3.85
10-Wheeler	10.24
18-Wheeler, Super-Dump	17.50

3.17 Contractor Provided Equipment

The Contractor shall supply, at Contractor's own expense, all equipment necessary to handle, push, spread, compact and cover refuse, litter pickup, maintain the interior roads, provide dust control, erosion control, leachate seep repair, maintain the mud area and liquid waste pond, and otherwise perform the requirements of this Agreement. The Contractor shall ensure that equipment is available on Site for arduous, heavy-duty service to operate a Class III landfill. The equipment utilized must be specifically designed for the use intended. Modified or "built-up" equipment will not be acceptable. The Contractor shall properly protect the equipment and place it in the charge of competent operators.

The Contractor shall determine the number and types of equipment needed to achieve compliance with this Agreement. All equipment shall be in conformance with the Contractor's Equipment List submitted at the time of Request for Proposal (RFP). Acceptance of the Contractor's Equipment List by the Department only reflects that the Department acknowledges that the Contractor is meeting the minimum requirements and that the Department accepts the individual equipment items.

Acceptance of the Contractor's Equipment List does not warrant that the amount and type of equipment will be adequate to perform all the requirements contained in this Agreement. As a minimum, the Contractor is required to provide and utilize at least one each of the following or its equivalent:

3.17.1 Equipment Item

Contractors are required to maintain equipment in good working order and must meet the minimum compaction provisions. Contractors shall use the specified equipment minimum or better:

- A. Track-type dozer with landfill blade and waste handling package, 354 HP; 87,600 lbs. For example, a Caterpillar Model D8T or equivalent.
- B. Track-type dozer with blade, low ground pressure with GPS system, 215 HP; 50,420 lbs. For example, a Caterpillar Model D6 LGP or equivalent.
- C. Landfill compactor with a landfill blade, chopper wheels and hour meter on wheels; 435 HP; minimum operating weight 90,207 lbs. For example, a Caterpillar Model 826K or equivalent.

- D. Earth moving equipment, either a wheel tractor scraper(s), 407 HP, self-loading, 23 cubic yards minimum. For example, Caterpillar Model 623k or equivalent. Or articulated truck(s), 370 HP, 31 ton. For example, Caterpillar Model 730 or equivalent. A combination of equipment is also acceptable.
- E. Tracked Excavator with an operating weight of 25 tons and equipped with a thumb. For example, Caterpillar Model 320 or equivalent.
- F. Backhoe loader, 87 HP, 24,251 lb. For example, Caterpillar Model 416F2 or equivalent.
- G. Wheeled Loader, 168 HP, 31,382 lb. For example, Caterpillar Model 930M or equivalent
- H. 3,000-gallon water truck capable of front and back spray with adjustable water flow.
- I. Motor Grader, 139 HP. For example, a Caterpillar 120 or equivalent.

The determination of equivalent equipment is solely at the discretion of the Department. The Contractor shall obtain Department approval for any exchange or deletion to the equipment list. The Contractor may add equipment to the list at any time. For any equipment on the equipment list that is leased or rented by the Contractor or is otherwise owned by someone other than the Contractor, the Contractor shall provide the Department, and maintain as current, the name and address of the owner of the equipment. All equipment shall be equipped with accessories such as rollover protection, back-up warning systems and other devices as may be required to comply with applicable state and federal safety requirements.

3.17.2 Backup Equipment

Sufficient backup equipment shall be available at all times to prevent a delay in refuse processing caused by equipment breakdowns or routine maintenance, or a delay caused by an inability to handle peak loads. Such backup equipment shall be subject to the approval of the Department.

3.17.3 Equipment Maintenance and Repair

The Contractor is expected to provide and maintain equipment (equipment includes backup equipment), which will operate with a minimum of downtime. A piece of equipment which is non- operational for more than eight hours during any day during the operating hours of the landfill, or is unavailable to perform necessary work at the beginning of the working day shall be considered broken down, and the Contractor shall, (1) Promptly notify the Department; and (2) Immediately secure the use of substitute equipment.

In the event that a piece of equipment breaks down more than two times in any seven-day period, three times in any 30-day period or four times in any 90-day period, the Department may require that the piece of equipment be permanently replaced. Any brake down requiring repairs to be conducted over a multi-day span is considered one break down provided backup equipment is available in accordance with Section 3.17.2.

Routine maintenance of equipment shall not be considered a break down provided backup equipment is available in accordance with Section 3.17.2. Equipment or property which is not used in, or necessary for landfill operations, may not be stored at the Site.

The Contractor shall be fully responsible for all costs of all repairs, including parts and labor, to the equipment used on the Site. Equipment repairs shall be started and

completed in a timely manner. The Contractor shall be responsible for the costs of repairs due to fire, theft, accident, or vandalism.

The Contractor shall promptly repair all fluid leaks on the equipment. A piece of equipment shall be considered non-operational as per this section, if the equipment develops a leak such that visible ground stains occur. The Contractor shall maintain the equipment storage and maintenance area in a neat and orderly manner. Contractor may be allowed on site after hours to repair equipment in the event that a breakdown occurs near the end of the day. Contractor must promptly notify the Department and request for permission to be on site after hours to repair equipment.

4 OTHER LANDFILL FACILITY OPERATIONS

4.1 Inert Material

Contractor is responsible to push inert pile at the Inert Recycling Facilities (Inert Recycling Facilities) into a pile and continually maintain good access for vehicles and trucks to allow dumping of inert materials. The Inert Recycling Facilities dumping areas must be maintained to have good drainage and without major ruts or ponding or sharp objects in the dumping area. The County, from time-to-time may designate new areas new Inert Recycling Facilities.

The Contractor shall direct all loads of source separated inert material including, but not limited to, concrete asphalt and brick to the Inert Recycling Facilities. Any load containing visible contamination greater than 10 percent of the load by volume, which cannot be easily separated and removed, shall be redirected from the Inert Recycling Facilities areas to the CDI and Green Waste Facility. The Contractor shall promptly notify the Gate Attendant of the decision to redirect any load and direct the customer per the Gate Attendant's instructions.

Contractor may coordinate with the County to direct inert loads from the gate to the location of future winter dumping pad construction or other areas as approved by the County.

4.2 Biosolids

Biosolids are accepted at the YCCL during dry weather periods (typically May 1 – October 15) but may be extended based on weather. Biosolids shall be used directly as ADC or may be dried and blended with soil and used as ADC or alternative intermediate cover.

The Contractor is responsible for establishing biosolids acceptance area(s), drying, processing, blending, loading, transporting, spreading and otherwise beneficially utilizing biosolids.

Biosolids as cover material will cease on December 31, 2024.

Compensation for maintaining, managing and beneficially utilizing biosolids will be by the ton as specified in Section 5.1.1.

4.3 Liquid Waste

Contractor shall maintain the Waste Management Unit G liquid waste receiving area to provide uninterrupted service to YCCL customers. This work includes:

- A. Maintaining customer dump locations
- B. Maintaining liquid transfer pumps between WMU G and WMU H
- C. Solidifying and removing accumulated sediment
- D. Maintaining wash out bins and periodically removing and transporting accumulated sediment

The county will provide:

- A. Replacement liquid transfer pumps
- B. Solidification material (compost overs, CDI fines or similar)
- C. Replacement wash-out hoses

- D. Wash out water
- E. Periodic vacuum sludge removal of the WMU G sump area

During the summer of 2022, the county is scheduled to reconstruct WMU G, which will include a complete replacement of the containment system, a new concrete liner over the entire pond and improvements to customer discharge areas. During this construction, customer discharge will either be direct to the WMU H pond or to the receiving bins as shown in Exhibit E, Sheet 7. During construction activities, contractor shall maintain these discharge points and solidify and remove solids as needed from the bins. Due to the large volume of liquid waste received at the YCCL, it is anticipated that Contractor will need dedicated personnel and equipment throughout the duration of the construction.

Contractor shall be compensated based on the actual labor, equipment and materials for maintaining and managing the liquid waste system at the YCCL at the rates provided in Exhibit C. The County and Contractor may negotiate a per-ton fee to manage and maintain the County's liquid waste program following scheduled reconstruction improvements of the WMU G pond.

4.4 Hydro Excavation and Drilling Mud Waste

Contractor shall maintain the inert Hydro Excavation and Drilling Mud Waste (Mud Waste) area to provide uninterrupted service to YCCL customers. Two receiving ponds are established as shown in Exhibit E, Sheet 8. Typically, one pond is used as a discharge point for customers while the other pond is allowed to dry out prior to excavation. Contractor shall maintain the discharge points, including but not limited to pushing and or removing any accumulated mud and all weather pad and ramp maintenance. As needed, Contractor shall excavate and remove accumulated mud, which when sufficiently dry may be utilized for landfill cover.

At Contractor's option, Contractor may propose to construct additional mud ponds. Such proposal shall be included in Contractor's semiannual operations plans for review, comment and approval by County prior to construction.

Compensation for maintaining, managing and beneficially utilizing Mud Waste will be by the ton as specified in Section 5.1.1.

5 COUNTY'S OBLIGATIONS

5.1 Compensation

In consideration of Contractor's performance under this Agreement, Department shall pay to the Contractor as follows:

5.1.1 Calculations of Monthly Base Payment and Per-Ton Payments

The monthly base payment shall be the sum of the basic amount plus the actual per ton payment. The basic amount shall be \$58,000. The actual per ton payment, prior to any reconciliation of accounts as set forth in the following paragraph, shall be the various per-ton rates shown in Exhibit C multiplied by the actual tons of each material received as recorded by the YCCL scale house.

The base amount (\$58,000) payment for the first month of the Agreement shall be prorated based on actual number of days the Contractor operated the Site and the actual tons of waste disposed. For subsequent months, monthly base payments shall be for a calendar month. The final base amount (\$58,000) payment at the termination of this Agreement shall be prorated based on the number of days the Contractor actually operated the Site and the actual tons of waste disposed. In the event that an accounting or estimating error has occurred, the Department may adjust the Contractor's current monthly base payment to correct any over or under payments from previous months.

5.1.2 Payment Within 30 Days

Monthly base payments to the Contractor shall be made monthly and within 30 days after the end of the month for which work has been completed.

5.1.3 Tonnage Range for Agreement

The monthly base payment set forth in Section 5.1.1 (Calculation of Monthly Base Payment) shall be considered applicable for 200 to 700 average tons of municipal solid waste per day determined on a monthly basis. For example, if the total tons received for the month is 9,000 tons and there were 30 operating days, then the average tons per day would be 300 tons. If the average tons per day determined on a monthly basis fall outside of this range, either the Contractor or the Department may deliver written notice to the other party, requesting renegotiation of the Agreement. In such event, the parties shall meet and confer in good faith in an effort to renegotiate the terms and conditions of the Agreement, including, but not necessarily limited to, changes in the per ton fees paid to the Contractor. If as a result of such negotiations the parties fail to enter into a written amendment to this Agreement within thirty (30) days after the delivery of such written notice, the existing terms and conditions of this Agreement shall remain in full force and effect; provided, however, that either party may then deliver notice of termination one hundred and eighty (180) days after delivery of such written notice of termination as specified in Section XV of the Agreement.

5.1.4 Compensation for Maintenance and Operation of the Liquid Waste Pond

The Department agrees to pay the Contractor to operate and maintain the liquid waste pond at the hourly rates provided in Exhibit C multiplied by the total hours of each for the month.

5.1.5 Compensation for Special Handling of Materials

The Department agrees to pay the Contractor the actual cost of any material that requires Special Handling on site not including items that the Contractor is responsible for under other sections of the Agreement. The Contractor will notify the Construction Inspector and then the Gate Attendant that a customer has brought in a load that requires a special handling charge. Before work begins, the County will send a representative to approve the need for special handling. The County representative will then observe and record what kind of equipment, how much time, and the amount of staff time used to complete the work. The total payment to the Contractor shall be computed at the completion of the work according to Section 5.2.2.

5.1.6 Off-Road Diesel Fuel Adjustment

Contractor's Monthly Payment shall include a off-road diesel fuel adjustment based on the benchmark off-road diesel fuel price included in the Agreement and the actual off-road diesel fuel price incurred by the contractor in performance of this Agreement. The adjustment may be positive or negative. The benchmark off-road diesel fuel price for this Agreement is \$3.25 per gallon, and includes all delivery, tax and incidental charges. The actual off-road diesel fuel price is the price incurred by the contractor at time of purchase, inclusive of all delivery, tax and incidental charges. Actual off-road diesel fuel receipts shall be submitted by Contractor as evidence of fuel cost.

For example, if the Contractor purchases 10,000 gallons of off-road diesel fuel at the per gallon price of \$3.33, the adjustment in payment would be as follows:

$$\text{Payment} = (\$3.33/\text{gallon} - \$3.25/\text{gallon}) * 10,000 \text{ gallons} = \$800.00$$

For example, if the Contractor purchases 10,000 gallons of off-road diesel fuel a the per gallon price of \$2.71, the adjustment in payment would be as follows:

$$\text{Deduction} = (\$2.71/\text{gallon} - \$3.25/\text{gallon}) * 10,000 \text{ gallons} = (\$5,400.00)$$

5.1.7 Soil Delivery Payment Deduction

The Contractor is required to obtain the soil necessary for operations from the designated borrow area (see Section 3.16.13). Landfill customers also deliver suitable soil for landfill operations which will offset Contractor's need to obtain soil from the designated borrow area. A deduction in payment in will be made to Contractors Monthly Payment at the rate per ton specified in Exhibit C multiplied by the total tons of soil directed to the Contractor for Contractor's use.

5.1.8 Use of Leachate as Dust Control

If directed by the County to utilize leachate or liquid in the Class 2 surface impoundments as dust control, Contractor shall be compensated at the per-gallon rate included in Exhibit C.

5.2 Work Authorization Process for Additional Work

The Department may, from time to time, determine that minor work is required at the Site that is outside of the scope of work described in the Agreement but that the Contractor is capable of performing. The Department may authorize the Contractor to perform such work under the conditions and Work Authorization Procedures described in this section.

Authorization of additional work under this section will not excuse the Contractor from complete compliance with the other provisions in this Agreement. The Department shall be the sole arbiter as to whether an item of work is outside the scope of work of this Agreement

5.2.1 Conditions for consideration of additional work:

- A. Each individual project of minor work shall cost less than \$75,000 to perform. The Contractor shall be qualified to perform the type of work considered.
- B. The Contractor shall have the equipment necessary to perform the work on Site as a matter of routine for the operational needs under this Agreement.
- C. The Department shall make a finding that the cost proposed by the Contractor is less than could reasonably be expected through competitive bid.

5.2.2 Time and Materials Compensation Procedures

- A. If the Department and Contractor agree to compensate the Contractor according to time and materials, the rates set forth in this section shall be applicable. The work shall be completed as directed by the Department. The Contractor shall keep daily extra work reports that are submitted to the Department weekly. The total payment to the Contractor shall be computed at the completion of the additional work according to the labor rates. Labor rates paid to the contractor shall be as specified in Exhibit C. The compensation for employees not employed full time on the additional work shall be apportions on the basis of their time spend on the additional work.
- B. The equipment rates to be paid to the Contractor for additional work shall be as specified in Exhibit C. Should Contractor acquire additional equipment during the term of this agreement, the County and Contractor shall negotiate acceptable rates for this new equipment.
- C. Should the Contractor require the services of a subcontractor to complete the additional work, the Contractor shall be reimbursed for the actual expenses incurred (as demonstrated to the Department) plus 10% markup for overhead and profit.
- D. Should the Contractor be required to purchase materials for the completion of the additional work, the Contractor shall be reimbursed for the actual expenses incurred (as demonstrated to the Department), plus 10% markup for overhead and profit.

5.2.3 Fixed or Unit Price Compensation and Procedures

- A. If the Department and Contractor agree to compensate the Contractor for additional work according to a fixed or unit price, the procedures in this section apply. The Department will provide the Contractor with a project description for the desired work. The Contractor shall prepare a draft proposal, including a detailed

schedule and itemized cost estimate at no cost to the Department, for the requested service.

- B. The Department shall review the proposal. The Department may make comments back to the Contractor regarding the proposal prior to approval in which case the Contractor shall make any necessary adjustments to the proposal and resubmit to the Department. If the Department approves the proposal, including a finding that the proposed cost is competitive, the Department will prepare a Work Authorization Form (blank Work Authorization Form is attached as Exhibit E).
- C. The Contractor and Department Director must sign the Work Authorization Form prior to any work being performed. The Department will not retroactively approve services.
- D. The executed Work Authorization Form shall become part of this Agreement. The Department can terminate the Work Authorization Form at any time.

5.2.4 Work Authorization Payments

The Contractor shall submit an invoice to the Department upon completion of the work or at the end of each month if the work duration spans more than 1 month. If the Work Authorization was established as a time and material reimbursement, the invoice shall be itemized accordingly. If an invoice is not received by the Department within 60 days, the Department shall not be responsible for payment.

The Department shall review the invoice. The Department shall notify the Contractor if it does not approve of the invoice and explain why. Payment shall be included in the monthly compensation as described in Section 5.1.1 (Calculation of Monthly Base Payment) within 60 days of approval by the Department

The total of all payments incurred under this Work Authorization Process shall not exceed \$750,000 per year for this Agreement.

5.3 Annual Inflation Adjustment for Agreement

5.3.1 Annual Inflation Adjustment.

Subject to the terms herein, the Contractor compensation rates (Exhibit C) shall be adjusted annually for the Fiscal Year July 1 through June 30. Each annual adjustment is to be based on inflation, approved by the Department with good faith effort by the July 1 start of the upcoming Fiscal Year, and will be effective on each July 1 of the upcoming Fiscal year.

The first adjustment will be effective July 1, 2023 (1st year of this Agreement). The Contractor annual inflation adjustment shall be limited to those rates included in Exhibit C. Inflation adjustments shall not be applied to the Performance-Based Increase and Decrease in Compensation (Section 6.5) or Local Enforcement Agency Inspection Reports (Section 6.5.2.). Annual inflation adjustments shall be determined as specified in this Section 5.3.

On or before June 1 of each year, the Contractor shall prepare and submit to the Department for review the Contractor's proposed adjustments and supporting calculations. Fee adjustments shall be calculated using the following formula:

$$\text{Adjusted Fee} = (\text{Fee} \times 0.5) + (\text{Fee} \times 0.25 \times L1/L0) + (\text{Fee} \times 0.25 \times M1/M0)$$

Additional Fee = Adjusted Fee – Actual Fee

Where:

- A. Actual Fee is Fee paid to Contractor prior to annual inflation adjustment
- B. Adjusted Fee is fee calculated after annual inflation adjustment
- C. Additional Fee is fee paid to Contractor due to inflation adjustment

Fee = Basic Pay (\$58,000 per month) or Per Ton Payment (Section 5.1.1) or hourly rates

L1 = Employment Cost Index, compensation, Private Industry Workers as published by the United States Department of Labor, Statistics in the publication Monthly Labor Review, for the month of March in the year the adjustment is to be made.

L0 = Employment Cost Index, compensation, Private Industry Workers as published by the United States Department of Labor, Statistics in the publication Monthly Labor Review, for the month of March 2022.

M1 = The Producer Price Index, Industrial Commodities as published by the United States Department of Labor Statistics in the publication Producer Price Index, for the month of March in the year the adjustment is to be made.

M0 = The Producer Price Index, Industrial Commodities as published by the United States Department of Labor Statistics in the publication Producer Price Index, for the month of March 2022.

5.3.2 Change in the Index.

If the above described indices are discontinued or revised during the term of this Agreement by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the indices had not been discontinued or revised. The Department shall approve any replacement indices at its sole discretion.

5.4 Gate Attendant and Fee Collection

During the term of this Agreement, the Department shall provide an on-site Gate Attendant who shall be responsible for keeping accurate records of all material entering and leaving the Site, and who shall be solely responsible for the administration of any Department fee collection program at the Site. The Department Gate Attendant shall be on the Site during all hours the Site is open to the public.

5.5 County Surveying

The Department shall provide survey reference points for the Contractor. Contractor shall provide all construction staking and all other necessary survey work related to this Agreement.

5.6 Signage

The Department agrees to provide entrance signs displaying the rules applicable to the Site, rates, schedules of charges and a name sign identifying the Site, and all other signs on County paved roads within the Site. Contractor is responsible for all other signage outside of County paved roads within the Site. The Contractor may request additional signs. If the Department declines to provide additional signs requested by the Contractor,

the Contractor may request the Department's permission to provide and display said signs at Contractor's own expense.

5.7 Permits and Approvals

The Department shall obtain and maintain a Solid Waste Facility Permit, Waste Discharge Requirements, Air District Permit(s) to Operate, National Pollution Discharge Elimination System permit, Title V, DTSC permit and discretionary local land use permits that may be required to operate the Site.

5.8 Plans and Drawings

The Fill Plans incorporated into this Agreement may not provide the exact final elevations. If required, additional Fill Plans will be provided at a later date. Any changes and additional Plans provided would be similar in nature to the existing Plans and therefore, no change in the scope of work is anticipated.

Additional waste modules may be constructed during the term of this agreement. Contractor will be provided and shall comply with final fill plans for any new modules constructed during the term of this agreement.

5.9 Hazardous Waste Exclusion Program

The Department shall an on-site hazardous waste building and shall provide personnel to place the identified hazardous waste in the building. The Department has a Load Check Program where Department staff are periodically on Site to check loads for hazardous wastes. The Department shall be responsive to the Contractor's request for hazardous waste assistance and shall properly place any hazardous waste in the building. All costs associated with the disposal and transportation of said hazardous waste shall be the responsibility of the Department.

5.10 Water Supply

The Department shall supply the Contractor with a non-potable water supply at the Site for his operations hereunder. The existing lined water pond (Exhibit E, Sheet 2) is available for the contractor for filling water trucks. All costs pertaining to pumping water adding an over-head water line for filling water trucks and pump installation shall be the sole responsibility of the Contractor. Contractor shall protect the liner from damage at all time. Contractor shall request for Department approval for any permanent pump installation in or around the pond. Currently there is no electric pump or electricity available for pumping water. Contractor is responsible for extension of power, power cost and all the required permits. No water leakage shall be allowed. Any repairs required on these facilities shall be the responsibility of the Contractor.

6 LIQUIDATED DAMAGES, INCENTIVES AND FINES

6.1 Time of Essence and Liquidated Damages

The Contractor agrees that time is of the essence in the performance of this Agreement. It is mutually agreed that the Department and the public would sustain real and substantial damages as a result of any failure of the Contractor to timely perform each of his obligations under this Agreement. It would be impracticable or extremely difficult to fix the actual damages so sustained for which reason the Contractor agrees to pay to the Department, and the Department shall retain from amounts otherwise due the Contractor, the following amounts for the Contractor's failure to timely perform Contractor's obligations under this Agreement.

The "daily payment" stated below is equal to the Contractor's current monthly base payment as determined in Section 5.1.1 (Calculation of Monthly Based Payment), divided by the number of operating days in the calendar month in which the failure occurs.

6.2 Keeping Site Open

One hundred percent of the Contractor's total daily payment shall be withheld for failure to keep the Site open during the posted hours as specified in this Agreement for each day of said violation.

6.3 Compaction

Forty percent of the Contractor's total daily payment shall be withheld for failure to compact all refuse material, as specified in the Agreement for each day of said violation.

6.4 Cover

The Contractor recognizes that he is required to place and maintain (e.g. repair cover soil erosion or differential waste settlement) daily and/or intermediate cover soil as part of this Agreement and that the specifications for this are outlined in the Agreement Plans and California State law Title 27. If the Department discovers an area that is deficient in daily cover and/or intermediate cover or requires repair due to erosion or settlement the Department shall document the deficiency by photograph and written communication. This information will then be transmitted to the Contractor who will have 48 hours from the time of the notice to correct the deficiency. In the event that the deficiency is not corrected, forty percent of the Contractor's total daily payment shall be withheld for each day of said violation.

6.5 Drainage and Ponding

The Contractor recognizes that he is required to provide positive drainage and pump standing water from the ponded areas as specified in the Agreement (Section 3.15 Site Drainage). In the event that the deficiency in site drainage is not corrected within 48 hours, then forty percent of the Contractor's total daily payment shall be withheld for failure to provide positive drainage or pump water, as specified in the Agreement (Section 3.15 Site Drainage) for each day of said violation.

Contractor may request an extension of time to correct a deficiency in drainage and ponding due to extenuating circumstances. Any request should provide justification as to why an extension is warranted. Each request will be evaluated on a case-by-case basis

by the Department and may or may not be granted at the sole discretion of the Department. Any time extension granted by the Department shall not preclude a finding by the LEA of "violation" or "area of concern" should an inspection occur during the time extension.

6.6 Litter

The Contractor recognizes that he is required to control litter daily as part of this Agreement. The Department and Contractor shall work cooperatively to establish and agreeable amount of time to remove litter following a wind event and/or in a particular area of the Site. In no event shall this agreed upon time be greater than 7 days. If litter is not controlled and removed to the satisfaction of the Director and/or LEA within the agreed amount of time then forty percent of the Contractor's total daily payment shall be withheld for failure to control papers, litter, and illegal dumping in and around the Site as specified in this Agreement for each day of said violation.

At all times, litter shall be controlled to prevent it leaving the Site. Any litter leaving the Site shall be promptly removed within 24 hours. If Litter is not controlled and removed from off-site within 24-hours, then forty percent of the Contractor's total daily payment shall be withheld for failure to control litter as specified in this Agreement for each day of said violation.

6.7 Diversion Programs

Forty percent of Contractor's total daily payment shall be withheld for failure to comply with operating procedures for all diversion programs as specified in this Agreement for each day of violation.

6.8 Operations Plan

Forty percent of Contractor's total daily payment shall be withheld for failure to submit a complete Operations Plan as specified in this Agreement for each day of said violation.

6.9 Other Performance or Contractual Violations

The Contractor agrees that it would be unreasonable to list each and every task he is to perform under the terms of this Agreement, and to assign a corresponding liquidated damage to be assessed for failure to timely perform such tasks. Therefore, if the Contractor neglects to perform such a task, the Department shall provide the Contractor with notice of such required tasks and allow the Contractor a reasonable period of time, as determined by the Department, to resolve the performance of the task. If the Contractor fails to timely perform any such task required of the Contractor by this Agreement, which is not specifically listed in Section 6.2 through 6.8 above, the Contractor agrees to pay to the Department, and the Department shall retain, at the discretion of the Department, 30 percent of the Contractor's total daily payment as liquidated damages for each day of said violation.

6.10 Limit on Amount of Liquidated Damages

In no event shall the amount of liquidated damages to be withheld exceed 100 percent of the daily payment.

6.11 Delays Beyond Contractor Control

The Contractor shall be allowed a reasonable extension of time for the performance of any obligation mentioned in this paragraph on account of delays caused by extreme weather conditions or causes beyond the control and without the fault or neglect of the Contractor or Contractor's employees, including, but not restricted to, acts of God, acts of the public enemy, strikes or acts of another Contractor or of the Department, or their respective officers, employees and agents; in such case the period of violation shall be deemed to begin, and the provisions for liquidated damages shall only apply, after expiration of such reasonable time.

6.12 Performance-Based Increases and Decreases in Compensation

The Department shall increase Contractor's compensation for achieving or exceeding established performance goals or decrease Contractor's compensation for failure to meet established performance goals as described in this section. These changes in compensation will be considered independent from the Contractor's obligations under this Agreement except as specified in this Section 6.5 (Performance-Based Increase and Decrease in Compensation) and any liquidated damages imposed under Section 6.1 (Time of Essence and Liquidated Damages). Increases and decreases in compensation shall only be considered for full time periods as described in this section.

6.12.1 Air Space Usage

The Contractor agrees that the efficient use of the available capacity (air space) of the landfill is of extreme importance to the Department and agrees to perform all operations in such a way as to maximize the amount of waste disposed within the available air space.

The Department shall survey (GPS ground survey or aerial drone) the landfill area at the beginning and end of the measurement period. The surveys shall be adjusted to deduct any soil stockpiles.

Contractor has the option to participate in the survey, in consultation with the Department, through the use of a qualified survey firm retained by the Contractor. Contractor may request for more intense ground survey for the initial and final survey grid. Contractor shall compensate the Department for a portion of this additional ground survey as determined by the actual cost of the additional survey work. Department shall deduct this portion of the extra survey cost from the monthly payment (See Section 5.1.1).

The weight on which the Contractor is paid is based on the per ton fee as defined in Section 5.1.1, shall be used as the weight portion of the air space density. The Department's determination of the air space density measurement shall be final and binding on all parties.

The initial air space density measurement period shall commence within seven days following commencement of the Agreement. The Department with input from the Contractor shall determine the duration of each measurement period. The duration will be based on planned fill sequencing, survey crew availability, and other factors determined by the Department. The measurement period (MP) typically will range from 180 to 365 days.

An air space density (D) shall be calculated using the volume measurement in cubic yards and waste weight in tons from the same measurement period. If the resulting air space

density is within the range of 1,050 pounds per cubic yard to 1,300 pounds per cubic yard, there will be no change in the Contractor's compensation set forth in Section 5.1 (Compensation).

If the air space density is greater than 1,300 pounds per cubic yard, but less than or equal to 1,550 pounds per cubic yard, then the Contractor shall receive an increase in the compensation set forth in Section 5.1 to be calculated as follows:

$$\$500,000 \times [(D-1,300)/250] \times (\text{measurement period in days}/359) = \text{increase}$$

A value of 1,550 will be used for any air space density greater than 1,550. The increase shall be paid to the Contractor within 60 days of the end of the measurement period along with the Contractor's monthly base payment.

If the air space density is less than 1,050 pounds per cubic yards, then the Contractor's compensation set forth in Section 5.1 shall be reduced for all areas of filling and calculated as follows:

$$\$1,000,000 \times [(1,050-D)/150] \times (\text{measurement period in days}/359) = \text{decrease.}$$

The decrease shall be retained by the Department from the Contractor's compensation set forth in Section 5.1 (Compensation) within 60 days of the end of the measurement period.

If Contractor fails to meet the minimum air space density, Contractor may request a recalculation of the density, omitting the weight and volume of alternative daily cover (compost overs, CDI Fines and Biosolids) utilized during that time period. The assumed density of each type of alternative daily cover will be based on field measurements conducted at the time of Contractor's request. The County will recalculate the air space density and this revised calculation shall be deemed final except that if the recalculated density exceeds 1,300 pounds per cubic yard, Contractor shall not receive an increase in compensation.

6.12.2 Regulatory Agency Inspection Reports

The Contractor agrees that it is extremely important for the Department to maintain a good standing with the Local Enforcement Agency (LEA) and the various state and local regulatory agencies. The Contractor further agrees that violations noted by the LEA and other state and local regulatory agencies (such as CalRecycle, RWQCB, OSHA, DTSC, and YSAQMD) during routine inspections are injurious to the Department's ability to maintain a good standing. To that end, the Department shall provide an increase in compensation to the Contractor for achieving accomplishments related to LEA and all other state and local regulatory agencies inspections and a decrease in compensation for failure to meet LEA and all other state and local regulatory agencies requirements as it relates to Contractor's work in this Agreement.

Annually, Department shall review the LEA and all other state and local regulatory agencies inspection reports for the purpose of determining increases in the Contractor's compensation. An increase in the amount of \$5,000 per category shall be awarded if there are no violations and no areas of concern in the year in any of the specific categories listed below and all other inspections by other state and local regulatory agencies or an increase in the amount of \$2,500 per category shall be awarded if there is no violation and no areas of concern in the year in any of the specific categories listed below and all

other inspections by other state and local regulatory agencies as relates to Contactor's work in this Agreement.

- A. Daily Cover (CCR Title 27, Section 20680 et seq.)
- B. Alternative Daily Cover (CCR Title 27, Section 20670 et seq.)
- C. Intermediate Cover (CCR Title 27, Section 20700 et seq.)
- D. Nuisance Control (CCR Title 27, Section 20760 et seq.)
- E. Leachate Control (CCR Title 27, Section 20790 et seq.)
- F. Dust Control (CCR Title 27, Section 20800 et seq.)
- G. Litter Control (CCR Title 27, Section 20830 et seq.)
- H. Vector Control Measures (CCR Title 27, Section 17353 et seq.)

In addition, monthly the Contractor shall receive a \$1,000 increase in which the LEA and all other inspections by other state and local regulatory agencies identifies no operational violations or areas of concern at all.

Monthly, the Department shall deduct \$2,000 from the Contractor's monthly payment in which the LEA and any other inspections by any other state and local regulatory agencies identifies operational violations or areas of concern.

6.13 Fines Assessed Against the County

The County shall retain from amounts otherwise due the Contractor an amount equal to any fines assessed against the County, because of the Contractor's failure to perform in accordance with the terms of this Agreement, in addition to any liquidated damages assessed in accordance with this Agreement. The County will not refuse to contest a fine or penalty where requested to do so by the Contractor if, in the County's reasonable judgment, bona fide grounds exist to do so and the contest will not jeopardize the County's permits or approvals for the Landfill. In the event of such a contest, the County will reasonably allow the Contractor, where permitted by agency procedures, to present evidence and arguments in support of the contest.

7 PROCEDURES UPON TERMINATION

7.1 Final Payment and Completion of Work

Upon completion or termination of this Agreement, the County shall hold the final full month's and the fractional last month's payments until all work is completed in accordance with this Agreement, including removal of Contractor's equipment and tools from the Site, and work completion has been approved by the County and all changes in compensation under Section 6.5 (Performance-Based Increase and Decrease in Compensation) have been calculated by the Department. Contractor shall have 30 days after the date of termination to complete the work in accordance with this Agreement and if he fails to do so, the County shall retain the final full month's and the fractional last month's payment and shall hold the Contractor and the surety which issues Contractor's Faithful Performance Bond liable to the County as mentioned in Section 2.19 (Faithful Performance and Payment Bond) of this Agreement.

7.2 Preservation, Restoration, Demobilization and Cleanup

Upon completion or termination of this Agreement, the Contractor shall remove all his materials and equipment, or shall dispose of the same on the Site in accordance with the applicable rules and regulations within 24 hours after the effective date of such termination and if the Contractor fails to do so, he shall be deemed to have abandoned the same and the County shall have the option of selling the same or any part thereof, retaining the proceeds for its expenses in the matter, and/or of disposing of all or any part thereof on the Site or as the County shall otherwise see fit, and in any case the County shall be entitled to recover from the Contractor all County's reasonable expenses incurred in disposing of said material.

7.3 County's Remedies

In the event the Contractor fails or neglects to faithfully perform any duties required by any provision of this Agreement, or this Agreement is terminated as set forth in this Agreement as a result of the failure of the Contractor to faithfully perform the terms of this Agreement, in addition to any other remedy and without prejudice to any other remedy it may have, the County shall have all of the following remedies and the selection of one remedy does not prejudice the right to another remedy:

7.3.1 Removal of Contractor

Remove the Contractor, Contractor's employees, agents, successor, assigns, and Contractor's or their equipment or property from the Site or cause such equipment and property to be stored at the expense of the Contractor either on or off the Site.

7.3.2 County May Purchase Insurance

In the event of a failure to provide insurance as required herein or pay any premium thereon when due, County may pay or advance such sum or procure such policy of insurance and pay for the same, all for the account and at the expense of the Contractor.

7.3.3 County May Deduct from Contractor's Compensation

Deduct any sum due County from any compensation or amount the Contractor may be or may become entitled to together with interest at the rate of 10 percent per annum from

the time such sum is paid or advanced by the County or is otherwise incurred to the date of payment thereof. It is expressly agreed, that these charges are over and above the liquidated damages mentioned in Section 6.1 (Time of Essence and Liquidated Damages) of this Agreement.

7.3.4 Call Bond

The Contractor's surety on Contractor's Faithful Performance Bond shall be liable to the County for any sums paid or advanced by the County or owing to County by the Contractor under this Agreement and for any damage which the County may have sustained as a result of such default by the Contractor plus any interest thereon. The County agrees to notify the Contractor's surety within 30 days of the date any such determination or action is made or taken by the County.

7.3.5 Sell Contractor's Equipment


Sell, after 15 days written notice to the Contractor, any property owned by the Contractor left on the premises or in the possession of the County and apply the net proceeds toward any such amount due the County. County may, in its discretion, employ an auctioneer or other agent for the sale of the equipment and deduct the costs of sale from any proceeds due County or, in the event there is nothing owed to County, to the Contractor. In the event the County, in its reasonable discretion, determines the costs of sale would exceed the value of the equipment, County may sell equipment as scrap and deduct the reasonable costs of sale from the proceeds.

7.3.6 County May Operate Site

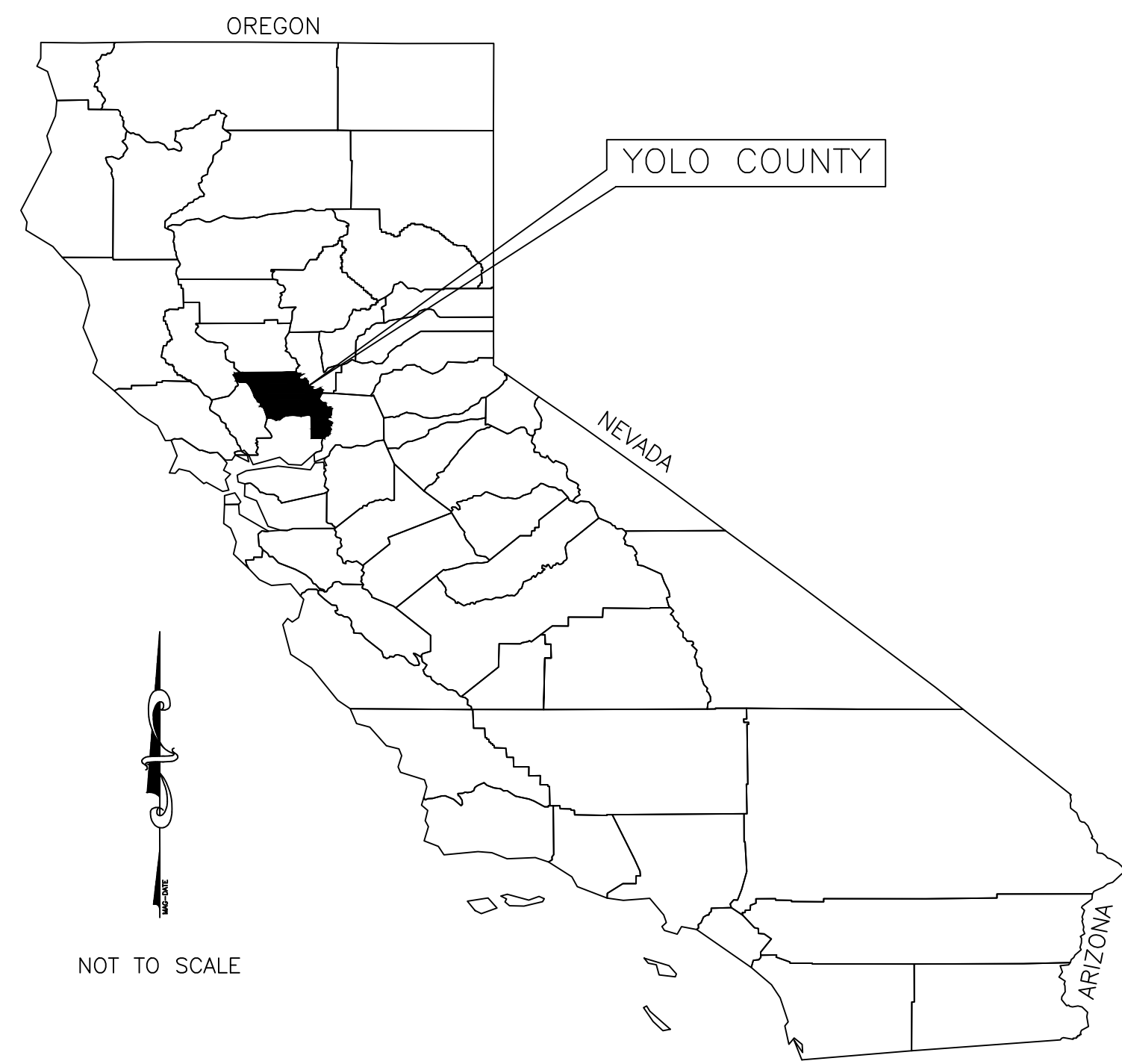
Provide equipment, materials, labor and services as the County may deem necessary for the proper performance of the duties to be performed by the Contractor by whatever method the Department may deem expedient, including, but not limited to, the use of independent Contractors, County employees, or other public agencies and/or by using materials, equipment, fuel or other property of the Contractor that may be on the Site and may be reasonably necessary, for the account and at the expense of the Contractor. Contractor shall be minimally liable for the difference between the sums that would have been paid to him pursuant to this Agreement and the actual cost to County to operate the Site in the manner required by this Agreement during the period from the date the Contractor is removed from the Site or leaves in violation of this Agreement, to the date another Contractor takes over after County has rebid the operation, as required by law and, therefore, entered into an operating agreement with another Contractor.

YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT

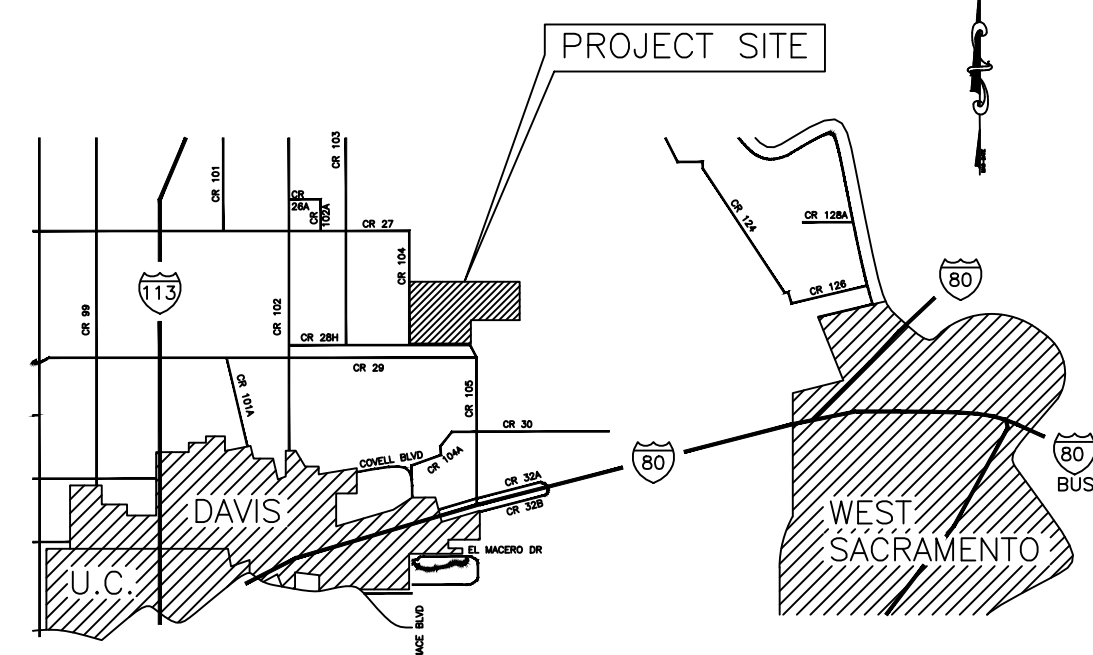
FOR
COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT

PROJECT	SHEET No.	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	1	17
<i>Ramin Ghazdani</i> DEPARTMENT APPROVAL		12-20-21 DATE
 REGISTERED PROFESSIONAL ENGINEER		12/20/21 DATE

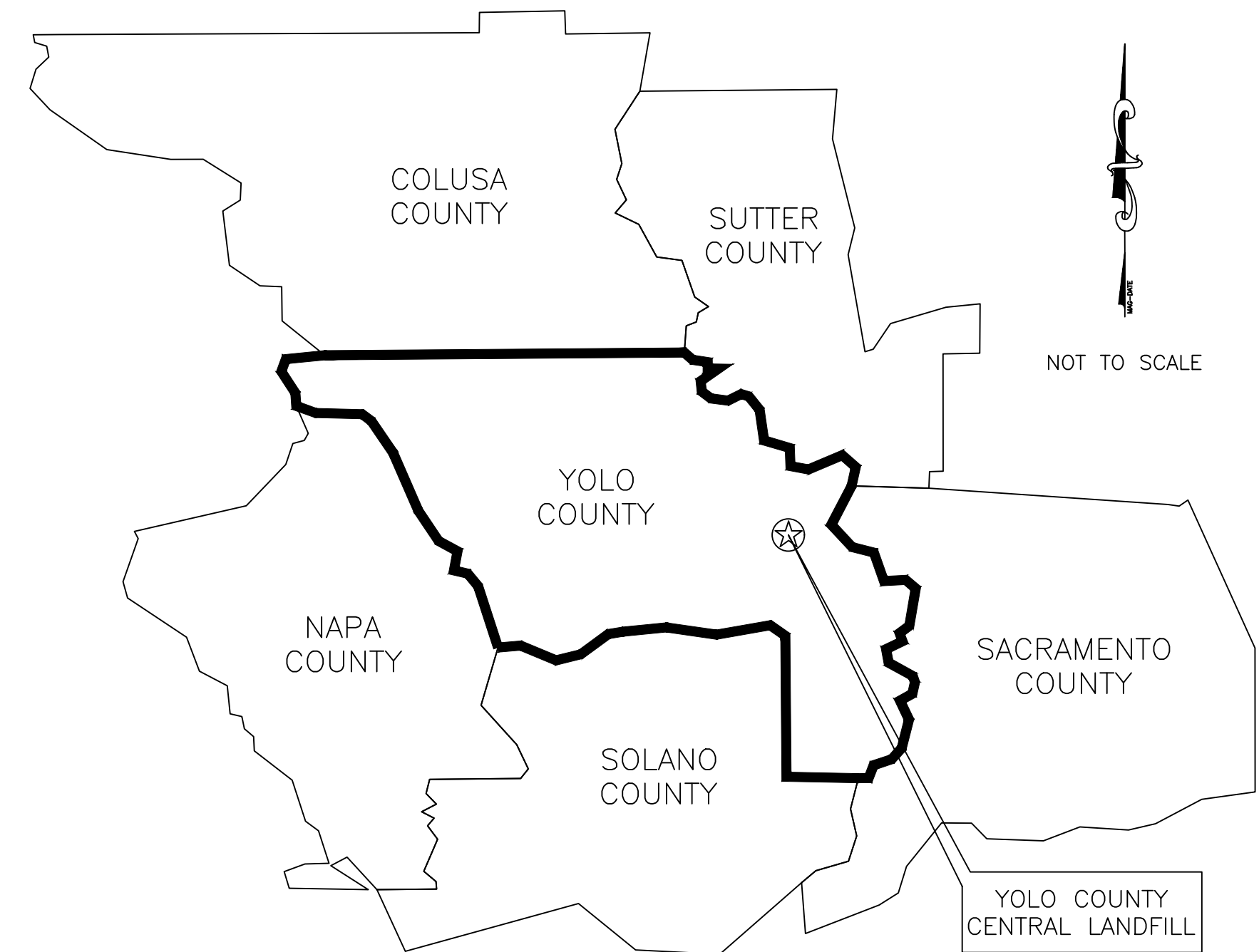
WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

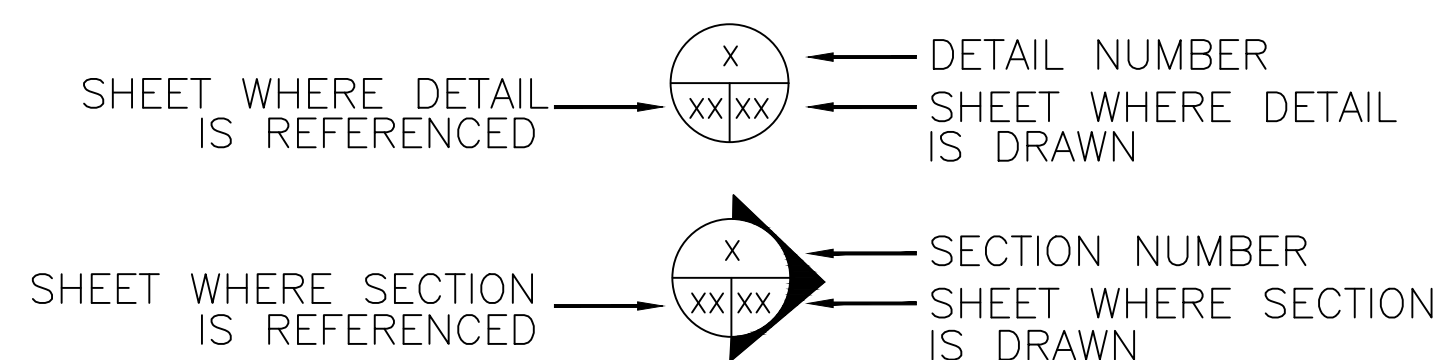


REGIONAL MAP

INDEX OF DRAWINGS:

SHEET NO.	DRAWING	TITLE
1	T1	TITLE SHEET AND LOCATION MAP
2	S1	SITE PLAN
3	P1	PLAN VIEW OF WMU 6A & 6B ACTIVE WASTE UNITS
4	P2	PLAN VIEW OF WMU 6C & 6D ACTIVE WASTE UNITS
5	P3	PLAN VIEW OF WMU 6F ACTIVE WASTE UNIT
6	P4	PLAN VIEW OF WMU 6F AND 6H ACTIVE WASTE UNITS
7	P5	PLAN VIEW OF WMU G OPERATION
8	P6	PLAN VIEW OF MUD POND OPERATION
9	B1	BORROW AREA OPTION 1
10	B2	BORROW AREA OPTION 2
11	B3	BORROW AREA OPTION, BORROW AREA, BIOSOLIDS / G POND CLEAOUT STOCKPILES
12	W1	WEEDING AND ROAD MAINTENANCE PLAN
13	W2	WEEDING AND ROAD MAINTENANCE PLAN
14	W3	WEEDING AND ROAD MAINTENANCE PLAN
15	D1	LANDFILL GAS COLLECTION DETAIL
16	D2	VERTICAL LANDFILL GAS WELL EXTENSION DETAIL
17	D3	MISCELLANEOUS DETAILS

DETAIL IDENTIFICATION LEGEND



BASIS OF BEARINGS:

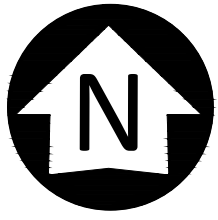
THE BEARINGS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83), EPOCH 1999.50 PER THE YOLO COUNTY SUBSIDENCE NETWORK, BASED LOCALLY UPON GPS OBSERVATIONS TO STATIONS "COY-1" AND "UCD1". THE COORDINATES WERE SCALED BY AN AVERAGE COMBINATION FACTOR OF 1.00004588 TO OBTAIN GROUND COORDINATES AND DISTANCES. COORDINATES ARE EXPRESSED IN U.S. SURVEY FEET.

BASIS OF ELEVATION:

THE ELEVATIONS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) PER THE YOLO COUNTY SUBSIDENCE NETWORK, EPOCH 1999.50, BASED LOCALLY UPON GPS OBSERVATIONS TO STATION "COY-1", ELEVATION=28.08'.

**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

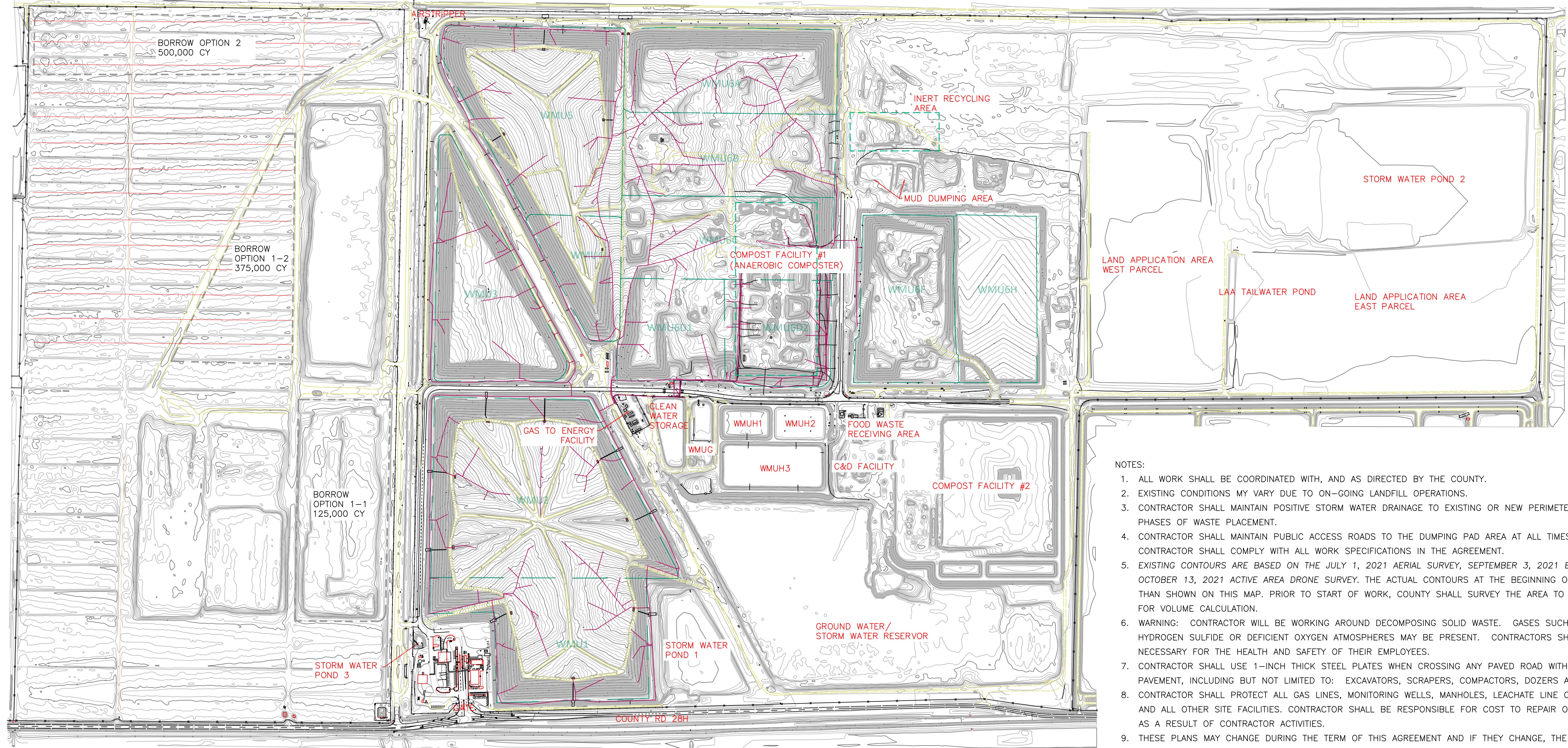
APP	REVISION DESCRIPTION	NO. DATE	BY	DATE
	ISSUED FOR RFP	1 12/21/21	JK	12/21/21
		2	KS	12/21/21
		3	JK	12/21/21
		4		
DESIGN		SCALE: NONE		
DRAWN		Yolo County		
CHECKED		DEPARTMENT OF COMMUNITY SERVICES		
SCALE		DIVISION OF INTEGRATED WASTE MANAGEMENT		
		44090 County Road, 28H		
		Woodland, CA 95776		
		Phone: (530) 666-8852		
		FAX: (530) 666-8853		
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT				
TITLE SHEET				
SHEET No.				
T1				



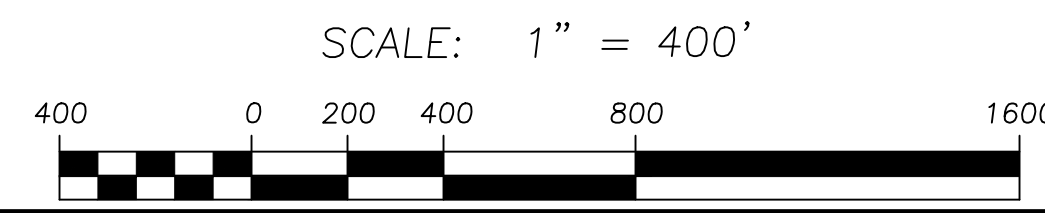
PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	2	17
REGISTERED PROFESSIONAL ENGINEER	DATE	
	12/20/21	

NO. C60739
CIVIL
STATE OF CALIFORNIA

WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



- NOTES:
1. ALL WORK SHALL BE COORDINATED WITH, AND AS DIRECTED BY THE COUNTY.
 2. EXISTING CONDITIONS MY VARY DUE TO ON-GOING LANDFILL OPERATIONS.
 3. CONTRACTOR SHALL MAINTAIN POSITIVE STORM WATER DRAINAGE TO EXISTING OR NEW PERIMETER DRAINAGE CHANNELS DURING ALL PHASES OF WASTE PLACEMENT.
 4. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ROADS TO THE DUMPING PAD AREA AT ALL TIMES DURING THE OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL WORK SPECIFICATIONS IN THE AGREEMENT.
 5. EXISTING CONTOURS ARE BASED ON THE JULY 1, 2021 AERIAL SURVEY, SEPTEMBER 3, 2021 BORROW AREA DRONE SURVEY, AND OCTOBER 13, 2021 ACTIVE AREA DRONE SURVEY. THE ACTUAL CONTOURS AT THE BEGINNING OF THIS CONTRACT MAY BE DIFFERENT THAN SHOWN ON THIS MAP. PRIOR TO START OF WORK, COUNTY SHALL SURVEY THE AREA TO DETERMINE THE ACTUAL CONTOURS FOR VOLUME CALCULATION.
 6. WARNING: CONTRACTOR WILL BE WORKING AROUND DECOMPOSING SOLID WASTE. GASES SUCH AS METHANE, CARBON DIOXIDE, HYDROGEN SULFIDE OR DEFICIENT OXYGEN ATMOSPHERES MAY BE PRESENT. CONTRACTORS SHALL TAKE SPECIAL PRECAUTIONS AS NECESSARY FOR THE HEALTH AND SAFETY OF THEIR EMPLOYEES.
 7. CONTRACTOR SHALL USE 1-INCH THICK STEEL PLATES WHEN CROSSING ANY PAVED ROAD WITH HEAVY EQUIPMENT THAT MAY DAMAGE PAVEMENT, INCLUDING BUT NOT LIMITED TO: EXCAVATORS, SCRAPERS, COMPACTORS, DOZERS AND DUMP TRUCKS.
 8. CONTRACTOR SHALL PROTECT ALL GAS LINES, MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN-OUTS, GEOMEMBRANE LINER, AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES.
 9. THESE PLANS MAY CHANGE DURING THE TERM OF THIS AGREEMENT AND IF THEY CHANGE, THE COUNTY SHALL FURNISH THE CONTRACTOR WITH CURRENT PLANS.
 10. YCCL SITE OPERATIONS INCLUDE ADDITIONAL THIRD PARTY CONTRACTORS, INCLUDING BUT NOT LIMITED TO OPERATIONS OF THE COMPOSTING FACILITIES, LANDFILL GAS TO ENERGY FACILITY, AND HAZARDOUS WASTE FACILITY. CONTRACTOR SHALL COORDINATE CONTRACTORS ACTIVITIES AT ALL TIMES TO NOT INTERFERE WITH THESE OTHER THIRD PARTY OPERATIONS.



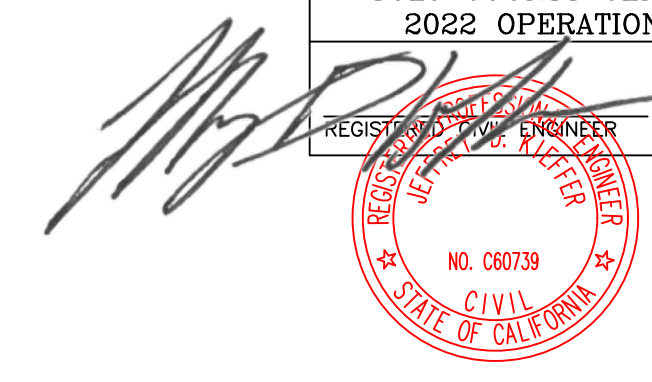
**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

DESIGN BY JK	12/21/21
DRAWN BY KS	12/21/21
CHECK BY JK	12/21/21
SCALE: 400'	

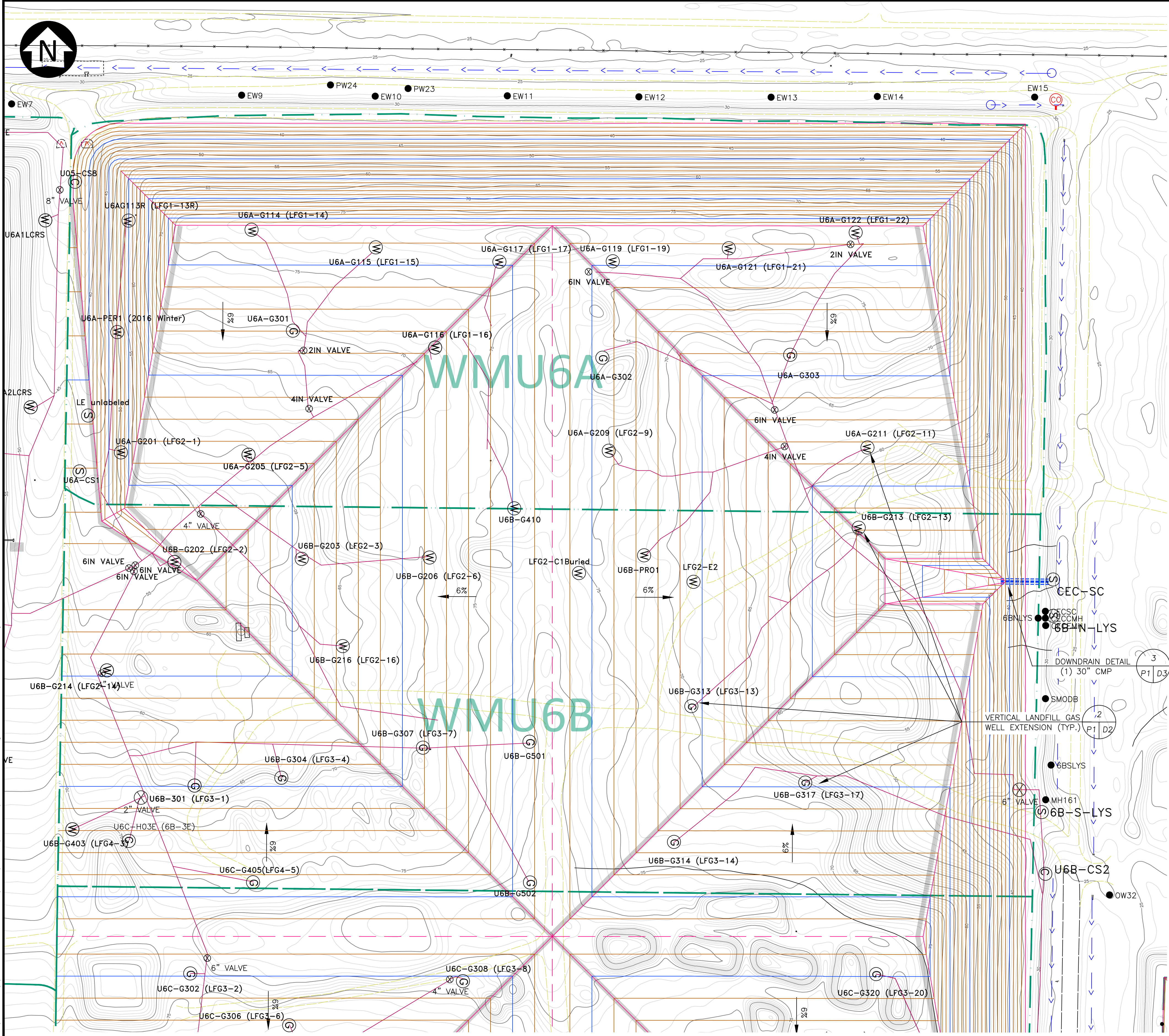
YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
SITE PLAN

S:\WMA\Administration\Contracts\Operations contract 2022\Plans\2022 Operations plan 12_17_21.dwg 12-18-21 01:10:57 PM jkieffer



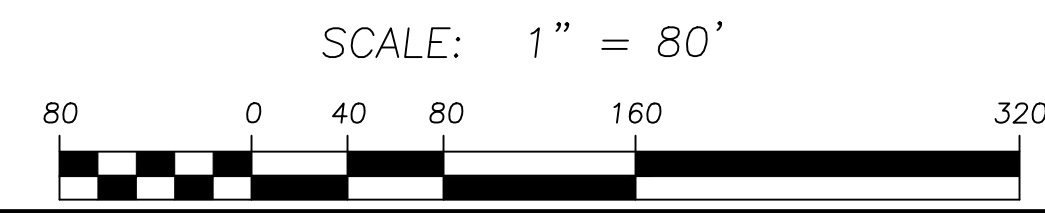
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 8. CONTRACTOR SHALL PLAN FILLING SUCH THAT TOP DECK SLOPES (DAILY, INTERMEDIATE, AND FINAL COVER) ARE AT A 6% SLOPE FOR ADEQUATE DRAINAGE. PERIMETER SLOPES SHALL BE GRADED TO 3:1 (HORIZONTAL-TO-VERTICAL) SLOPE.
 9. PRIOR TO WASTE FILLING IN UNITS 6A AND 6B, CONTRACTOR SHALL REMOVE EXISTING GAS COLLECTION LINES AND EXTEND ANY LANDFILL GAS WELLS IN THE AREA OF FILL (DETAIL 2, DRAWING D2). FOLLOWING FILL ACTIVITIES, CONTRACTOR SHALL REINSTALL GAS COLLECTION LINES AND RECONNECT GAS EXTRACTION WELLS AS DIRECTED BY THE COUNTY.
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 13. WASTE PLACEMENT SHALL BE IN ACCORDANCE WITH DETAILS 4 AND 5 ON DRAWING D3.
 14. FILLING IN UNITS 6A AND 6B WILL BE DURING DRY WEATHER CONDITIONS ONLY.

LEGEND:

- ⊙ U6A-G-... EXISTING LANDFILL GAS WELLS TO BE EXTENDED AS NEEDED BY CONTRACTOR
- ⊙ LOCATION OF EXISTING CLEANOUT PIPE
- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- EXISTING MINOR CONTOUR LINE - 1' INTERVAL
- 75 FUTURE MAJOR CONTOUR LINE - 10' INTERVAL
- FUTURE MINOR CONTOUR LINE - 2' INTERVAL
- FUTURE GRADE BREAK
- FLOWLINE OF DRAINAGE DITCHES
- CMP OVERSIDE DRAIN PIPE



NOT FOR CONSTRUCTION
ISSUED FOR RFP

DESIGN BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
DRAWN BY KS	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
CHECK BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
ISSUED FOR RFP	1. 12/21/21	2. 12/21/21	3. 12/21/21	4. 12/21/21	
SCALE: 80'					
YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES DIVISION OF INTEGRATED WASTE MANAGEMENT 44090 County Road 28H Woodland, CA 95776-9101 Phone: (530) 666-8652 FAX: (530) 666-8653					
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT PLAN VIEW OF WMU 6A & 6B ACTIVE WASTE UNITS					
SHEET NUMBER					P1

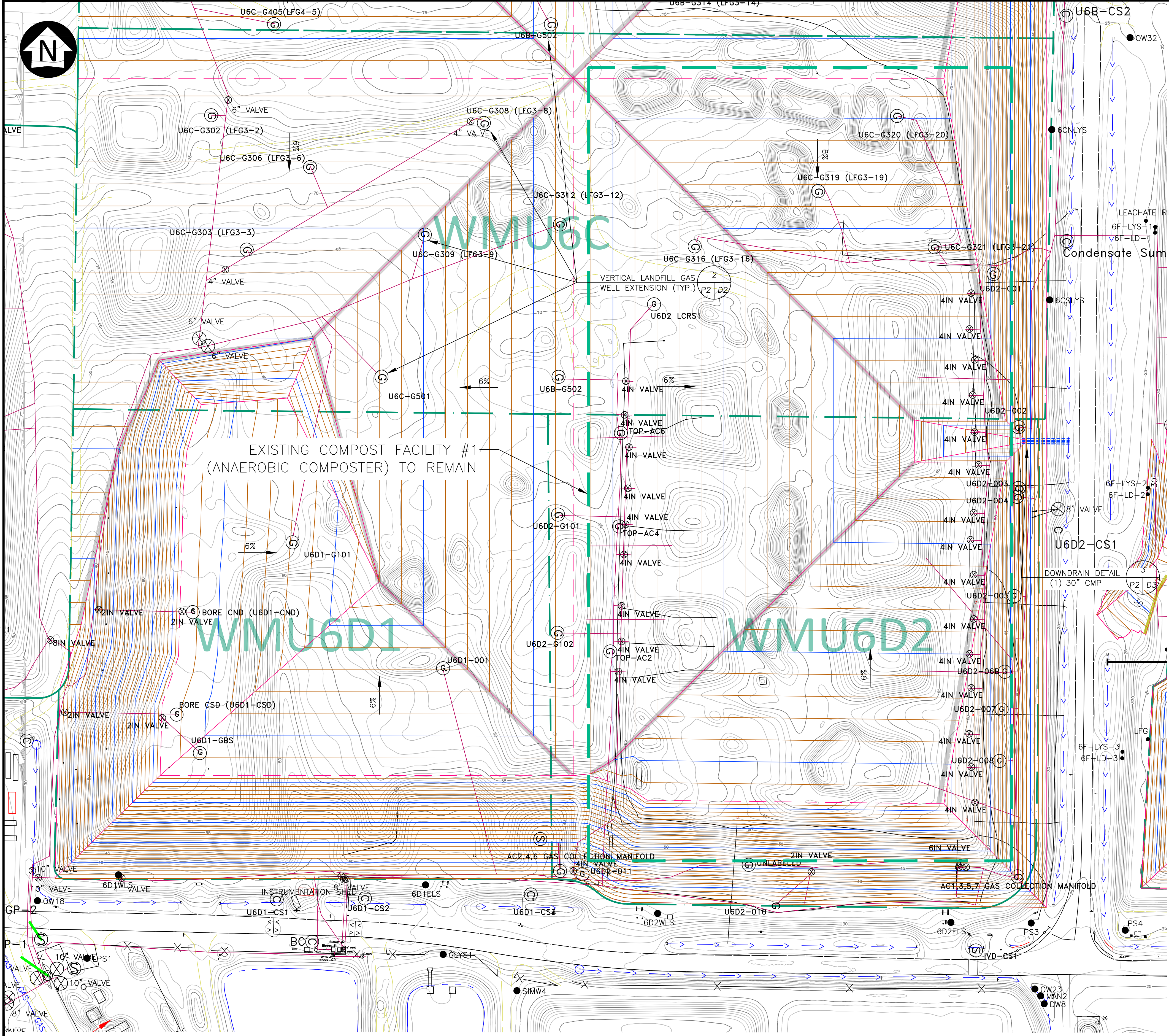
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PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	4	17

REGISTERED PROFESSIONAL ENGINEER
DATE 12/20/21



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 - CONTRACTOR SHALL PLAN FILLING SUCH THAT TOP DECK SLOPES (DAILY, INTERMEDIATE, AND FINAL COVER) ARE AT A 6% SLOPE FOR ADEQUATE DRAINAGE. PERIMETER SLOPES SHALL BE GRADED TO 3:1 (HORIZONTAL-TO-VERTICAL) SLOPE.
 - PRIOR TO WASTE FILLING IN UNITS 6C, 6D1 AND 6D2, CONTRACTOR SHALL REMOVE EXISTING GAS COLLECTION LINES AND EXTEND ANY LANDFILL GAS WELLS IN THE AREA OF FILL (DETAIL 2, DRAWING D2). FOLLOWING FILL ACTIVITIES, CONTRACTOR SHALL REINSTALL GAS COLLECTION LINES AND RECONNECT GAS EXTRACTION WELLS AS DIRECTED BY THE COUNTY.
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LEGEND:

- ⊙ U6A-G-___ EXISTING LANDFILL GAS WELLS TO BE EXTENDED AS NEEDED BY CONTRACTOR
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- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- 75 EXISTING MINOR CONTOUR LINE - 1' INTERVAL
- 75 FUTURE MAJOR CONTOUR LINE - 10' INTERVAL
- FUTURE MINOR CONTOUR LINE - 2' INTERVAL
- FUTURE GRADE BREAK
- FLOWLINE OF DRAINAGE DITCHES
- CMP OVERSIDE DRAIN PIPE

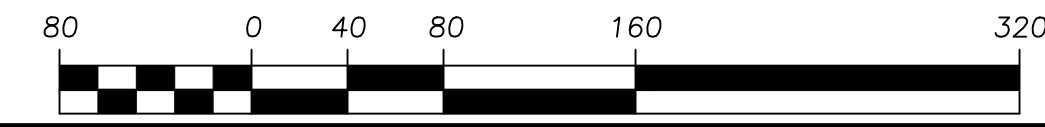
EXISTING COMPOST FACILITY #1
(ANAEROBIC COMPOSTER) TO REMAIN

WMU6D1

WMU6D2

WMU6C

SCALE: 1" = 80'



**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

DESIGN BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
DRAWN BY KS	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
CHECK BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
ISSUED FOR RFP	1. 12/21/21	2. 12/21/21	3. 12/21/21	4. 12/21/21	
REVISIONS					
SCALE: 80'					
YOLO COUNTY					
DEPARTMENT OF COMMUNITY SERVICES					
DIVISION OF INTEGRATED WASTE MANAGEMENT					
44090 County Road 28th					
Woodland, CA 95776-9101					
Phone: (530) 666-8852					
FAX: (530) 666-8853					
YOLO COUNTY CENTRAL LANDFILL					
2022 OPERATIONS CONTRACT					
PLAN VIEW OF WMU 6C & 6D					
ACTIVE WASTE UNITS					
SHEET NUMBER					
P2					

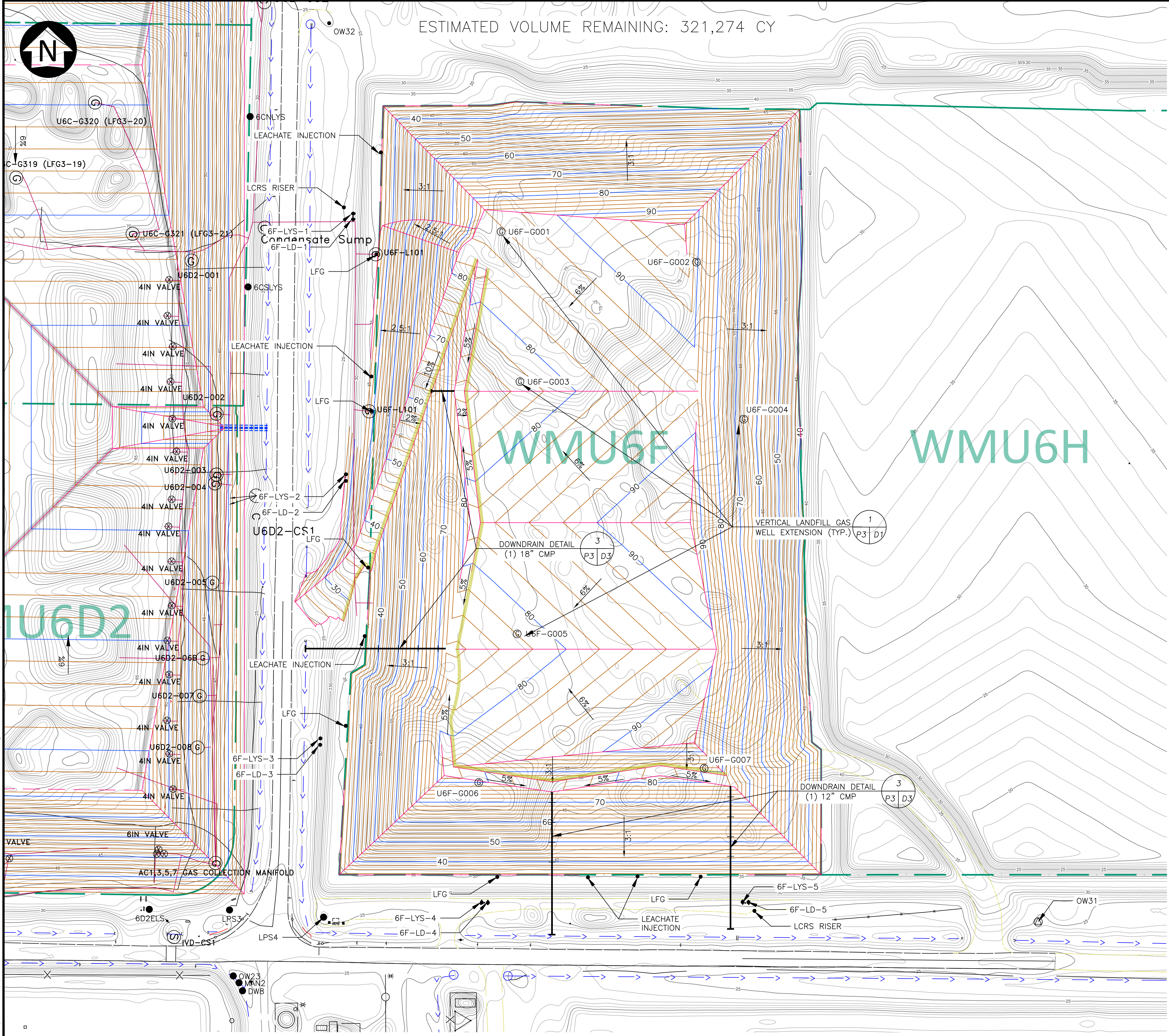
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PROJECT	YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	SHEET NUMBER	5	TOTAL SHEETS	17
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REGISTERED PROFESSIONAL ENGINEER
NO. C60739
STATE OF CALIFORNIA
DATE: 12/20/21

WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE

ESTIMATED VOLUME REMAINING: 321,274 CY



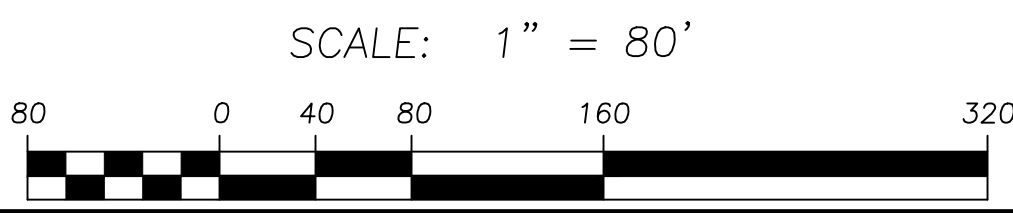
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- CONTRACTOR SHALL PLAN FILLING SUCH THAT TOP DECK SLOPES (DAILY, INTERMEDIATE AREA AT A 6% SLOPE, AND FINAL COVER ARE AT A 6% SLOPE) FOR ADEQUATE DRAINAGE. PERIMETER SLOPES SHALL BE GRADED TO 3:1 OR 2.5:1 (HORIZONTAL-TO-VERTICAL) SLOPE AS SHOWN IN THE PLANS.
- CONTRACTOR SHALL INSTALL AND/OR EXTEND GAS COLLECTION WELLS AS SHOWN ON THE PLANS AND DESCRIBED IN THE SEMI-ANNUAL OPERATIONS PLANS. THE COUNTY SHALL PROVIDE ALL PIPING, SHREDDED TIRES AND OTHER NECESSARY SUPPLIES TO NEAREST DELIVERY TRUCK ALL WEATHER ACCESS POINT AS COORDINATED WITH THE CONTRACTOR. CONTRACTOR SHALL EXTEND ALL VERTICAL WELLS ACCORDING TO THESE PLANS AND SPECIFICATIONS AND SEMI-ANNUAL OPERATIONS PLAN.
- CONTRACTOR SHALL PROTECT ALL MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
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- WASTE PLACEMENT SHALL BE IN ACCORDANCE WITH DETAILS 4 AND 5 ON DRAWING D3.

LEGEND:

- ⊙ D2 EXISTING LANDFILL GAS WELLS TO BE EXTENDED BY CONTRACTOR
- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
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- FUTURE GRADE BREAK
- FLOWLINE OF DRAINAGE DITCHES
- CMP OVERSIDE DRAIN PIPE
- CULVERT DOWNDRAIN
- EROSION CONTROL MAT

NOT FOR CONSTRUCTION
ISSUED FOR RFP



REVISIONS	ISSUED FOR RFP
1. 12/21/21	1. 12/21/21
2. 12/21/21	2. 12/21/21
3. 12/21/21	3. 12/21/21
4. 12/21/21	4. 12/21/21

YOLO COUNTY
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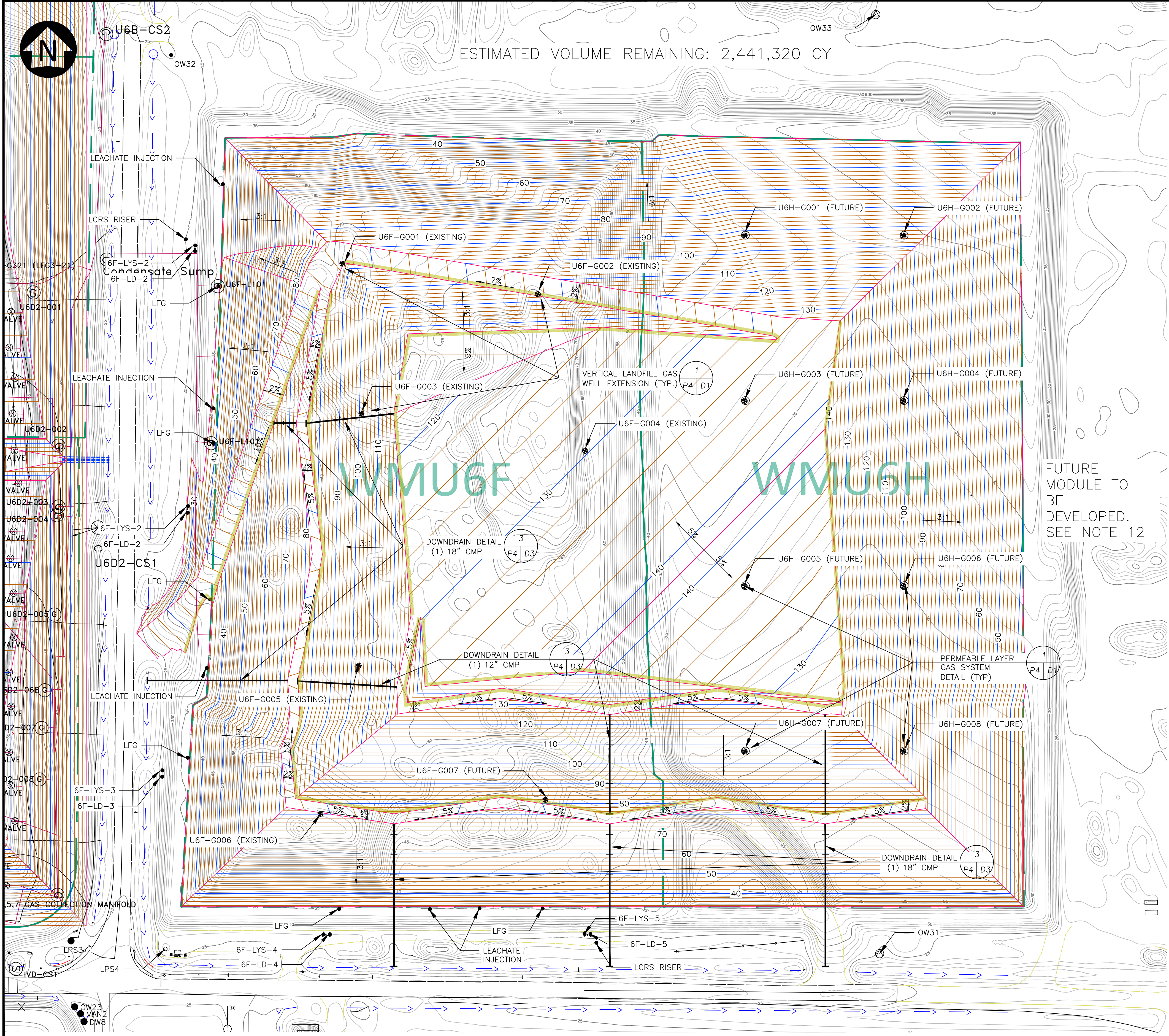
YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
PLAN VIEW OF WMU 6F
ACTIVE WASTE UNIT

S:\WMU Administration\Operations\2022 Plans\2022 Operations plan 12_17_21.dwg 12-18-21 01:11:10 PM jkeffer



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ESTIMATED VOLUME REMAINING: 2,441,320 CY



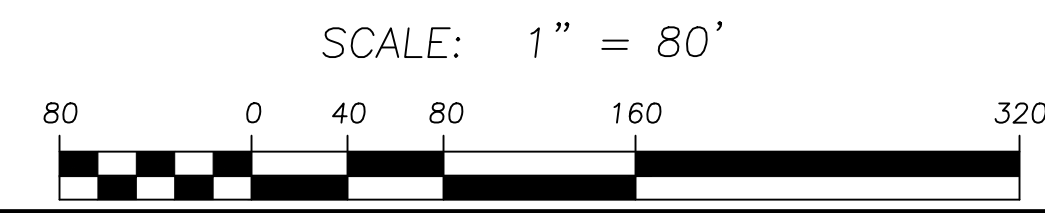
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3. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ROADS TO THE DUMPING PAD AREA AT ALL TIMES DURING THE OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL WORK SPECIFICATIONS IN THE AGREEMENT.
4. EXISTING CONTOURS ARE BASED ON THE JULY 1, 2021 AERIAL SURVEY, SEPTEMBER 3, 2021 BORROW AREA DRONE SURVEY, AND OCTOBER 13, 2021 ACTIVE AREA DRONE SURVEY. THE ACTUAL CONTOURS AT THE BEGINNING OF THIS CONTRACT MAY BE DIFFERENT THAN SHOWN ON THIS MAP. PRIOR TO START OF WORK, COUNTY SHALL SURVEY THE AREA TO DETERMINE THE ACTUAL CONTOURS FOR VOLUME CALCULATION.
5. THE FOUR FEET OF WASTE DIRECTLY BELOW THE INTERMEDIATE COVER SOIL SHALL BE "SELECT WASTE". SELECT WASTE SHALL NOT INCLUDE LARGE DEMOLITION DEBRIS, STUMPS, ROOTS, BULKY ITEMS, POLES, AND OTHER LARGE SHARP OBJECTS OVER TWO FEET IN LENGTH THAT MAY DAMAGE THE GEOMEMBRANE COVER OR CAUSE LOCALIZED DIFFERENTIAL SETTLEMENT TO OCCUR DIRECTLY BELOW THE COVER LINER (BY OTHERS). PRIOR TO PLACEMENT OF THE INTERMEDIATE COVER CONTRACTOR SHALL VISUALLY CHECK THE SURFACE AND REMOVE ANY OBJECTS THAT ARE PROTRUDING FROM THE FINISHED GRADE OF WASTE.
6. CONTRACTOR SHALL PLAN FILLING SUCH THAT TOP DECK SLOPES (DAILY, INTERMEDIATE AREA AT A 6% SLOPE, AND FINAL COVER ARE AT A 5% SLOPE) FOR ADEQUATE DRAINAGE. PERIMETER SLOPES SHALL BE GRADED TO 3:1 OR 2.5:1 (HORIZONTAL-TO-VERTICAL) SLOPE AS SHOWN IN THE PLANS. CONTRACTOR SHALL INSTALL AND/OR EXTEND GAS COLLECTION WELLS AS SHOWN ON THE PLANS AND DESCRIBED IN THE SEMI-ANNUAL OPERATIONS PLANS. THE COUNTY SHALL PROVIDE ALL PIPING, SHREDDED TIRES AND OTHER NECESSARY SUPPLIES TO NEAREST DELIVERY TRUCK ALL WEATHER ACCESS POINT AS COORDINATED WITH THE CONTRACTOR. CONTRACTOR SHALL EXTEND ALL VERTICAL WELLS ACCORDING TO THESE PLANS AND SPECIFICATIONS AND SEMI-ANNUAL OPERATIONS PLAN.
7. CONTRACTOR SHALL PROTECT ALL MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
8. FINAL COVER SOIL GRADES SHOWN ARE FINAL INTERMEDIATE SOIL PLACED BY CONTRACTOR. COUNTY MAY REVISE DRAWINGS TO LOWER THE FINAL INTERMEDIATE SOIL AND WASTE GRADE AT A LATER TIME.
9. FINAL CONTOURS AND ACCESS ROAD ARE SHOWN ON THIS PLAN. CONTRACTORS MAY INCORPORATE INTERIM ACCESS ROADS FOR CUSTOMERS OR EQUIPMENT ACCESS.
10. COUNTY WILL DEVELOP FUTURE MODULE ON THE EAST SIDE OF WMU6H. GRADING PLAN WILL BE PROVIDED TO CONTRACTOR.
11. WASTE PLACEMENT SHALL BE IN ACCORDANCE WITH DETAILS 4 AND 5 ON DRAWING D3

FUTURE MODULE TO BE DEVELOPED. SEE NOTE 12

LEGEND:

- ⊙ D2 EXISTING LANDFILL GAS WELLS TO BE EXTENDED BY CONTRACTOR
● CW18 MONITORING WELL TO BE PROTECTED
- - - EXISTING ABOVE GROUND LANDFILL GAS PIPE
- - - 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- - - EXISTING MINOR CONTOUR LINE - 1' INTERVAL
- - - 75 FUTURE MAJOR CONTOUR LINE - 10' INTERVAL
- - - FUTURE MINOR CONTOUR LINE - 2' INTERVAL
- - - FUTURE GRADE BREAK
- - - FLOWLINE OF DRAINAGE DITCHES
- - - CMP OVERSIDE DRAIN PIPE
- - - CULVERT DOWNDRAINING
- - - EROSION CONTROL MAT



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Table with columns: REVISIONS, DESIGN BY JK, DRAWN BY KS, CHECK BY JK, DATE, and SCALE: 80'. Contains revision entries for 12/21/21.

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
PLAN VIEW OF WMU 6F AND 6H
ACTIVE WASTE UNITS

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PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	7	17

REGISTERED CIVIL ENGINEER DATE 12/20/21



WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



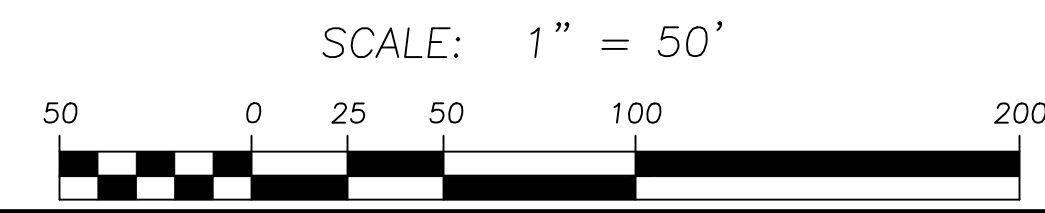
GENERAL NOTES:

1. ALL WORK SHALL BE COORDINATED WITH, AND AS DIRECTED BY, THE COUNTY.
2. EXISTING CONDITIONS MAY VARY DUE TO ON-GOING LANDFILL OPERATIONS.
3. CONTRACTOR SHALL MAINTAIN POSITIVE STORM WATER DRAINAGE TO EXISTING OR NEW PERIMETER DRAINAGE CHANNELS DURING ALL PHASES OF WASTE PLACEMENT.
4. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ROADS TO THE DUMPING PAD AREA AT ALL TIMES DURING THE OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL WORK SPECIFICATIONS IN THE AGREEMENT.
5. EXISTING CONTOURS ARE BASED ON THE JULY 1, 2021 AERIAL SURVEY, SEPTEMBER 3, 2021 BORROW AREA DRONE SURVEY, AND OCTOBER 13, 2021 ACTIVE AREA DRONE SURVEY. THE ACTUAL CONTOURS AT THE BEGINNING OF THIS CONTRACT MAY BE DIFFERENT THAN SHOWN ON THIS MAP. PRIOR TO START OF WORK, COUNTY SHALL SURVEY THE AREA TO DETERMINE THE ACTUAL CONTOURS FOR VOLUME CALCULATION.
6. CONTRACTOR SHALL PROTECT ALL MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
7. COUNTY TO RECONSTRUCT WMUG IN SUMMER 2022. CONSTRUCTION PLANS TO BE PROVIDED TO CONTRACTOR.
8. SEE PROJECT SPECIFICATIONS FOR COMPLETE SCOPE OF WORK.

LEGEND:

- ⊙ D2 EXISTING LANDFILL GAS WELLS TO BE EXTENDED BY CONTRACTOR
- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- FUTURE HORIZONTAL LANDFILL GAS COLLECTION PIPE, SEE DETAIL 12 SHEET 11
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- EXISTING MINOR CONTOUR LINE - 1' INTERVAL

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DRAWN BY KS	12/21/21
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SCALE: 50'	

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
PLAN VIEW OF WMU G
OPERATION

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PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	8	17

REGISTERED CIVIL ENGINEER DATE 12/20/21



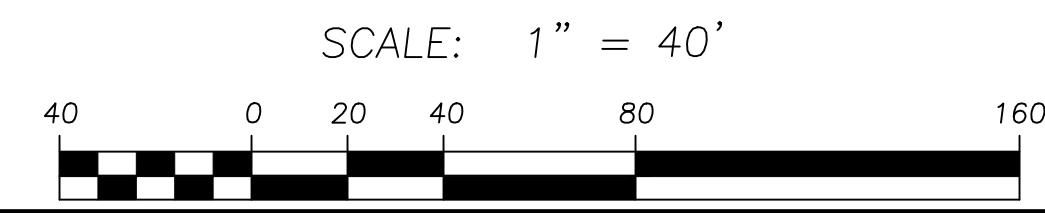
WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE

GENERAL NOTES:

1. ALL WORK SHALL BE COORDINATED WITH, AND AS DIRECTED BY, THE COUNTY.
2. EXISTING CONDITIONS MAY VARY DUE TO ON-GOING LANDFILL OPERATIONS.
3. CONTRACTOR SHALL MAINTAIN POSITIVE STORM WATER DRAINAGE TO EXISTING OR NEW PERIMETER DRAINAGE CHANNELS DURING ALL PHASES OF WASTE PLACEMENT.
4. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ROADS TO THE DUMPING PAD AREA AT ALL TIMES DURING THE OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL WORK SPECIFICATIONS IN THE AGREEMENT.
5. EXISTING CONTOURS ARE BASED ON THE JULY 1, 2021 AERIAL SURVEY, SEPTEMBER 3, 2021 BORROW AREA DRONE SURVEY, AND OCTOBER 13, 2021 ACTIVE AREA DRONE SURVEY. THE ACTUAL CONTOURS AT THE BEGINNING OF THIS CONTRACT MAY BE DIFFERENT THAN SHOWN ON THIS MAP. PRIOR TO START OF WORK, COUNTY SHALL SURVEY THE AREA TO DETERMINE THE ACTUAL CONTOURS FOR VOLUME CALCULATION.
6. CONTRACTOR SHALL PROTECT ALL MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
7. SEE PROJECT SPECIFICATIONS FOR COMPLETE SCOPE OF WORK.

LEGEND:

- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75— EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- EXISTING MINOR CONTOUR LINE - 1' INTERVAL



DESIGN BY JK	12/21/21
DRAWN BY KS	12/21/21
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SCALE: 40'	

YOLO COUNTY
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DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
PLAN VIEW OF MUD POND
OPERATION

SHEET NUMBER
P6

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ISSUED FOR RFP**

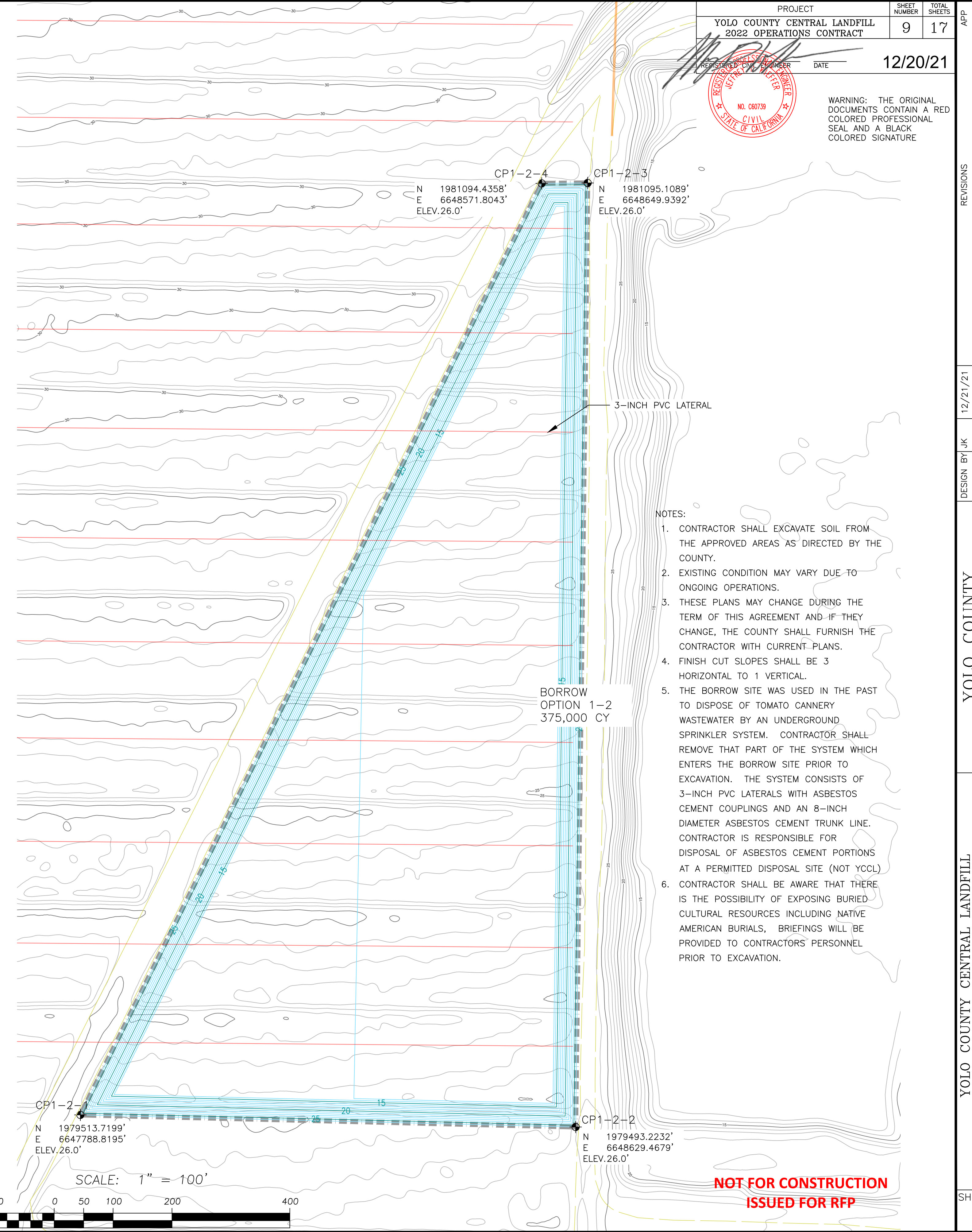
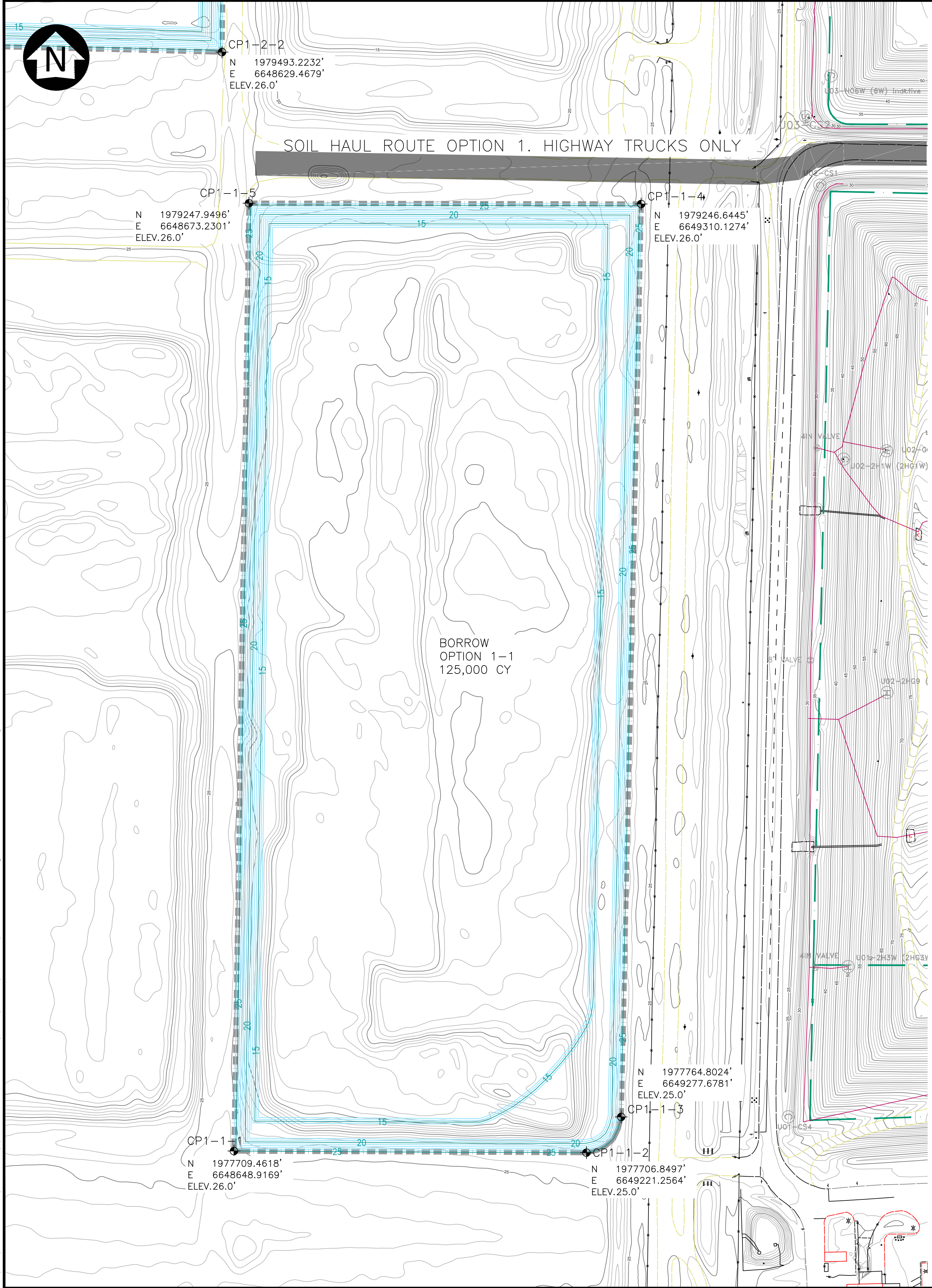
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PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	9	17

REGISTERED PROFESSIONAL ENGINEER DATE 12/20/21



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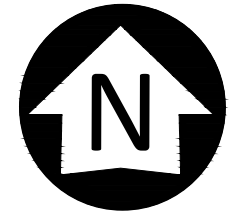


DESIGN BY JK	12/21/21
DRAWN BY KS	12/21/21
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SCALE: 100'	

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

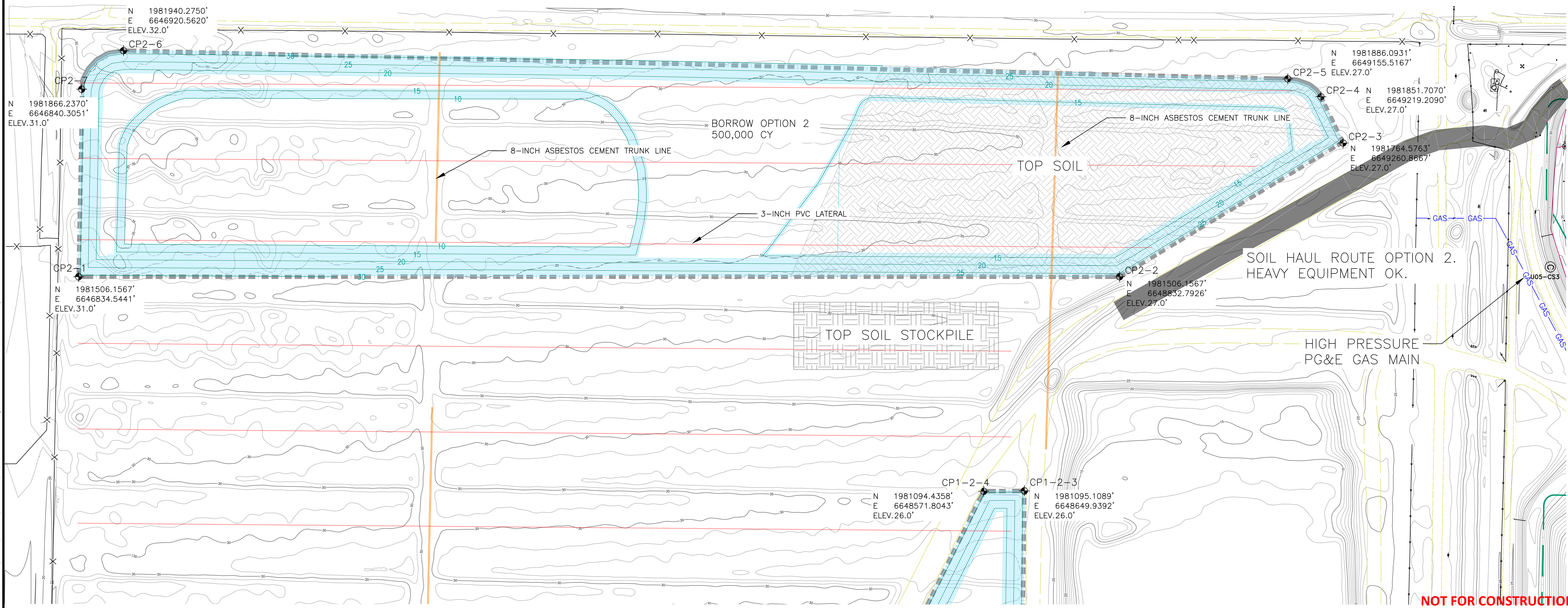
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT BORROW AREA OPTION 1	SHEET NUMBER B1
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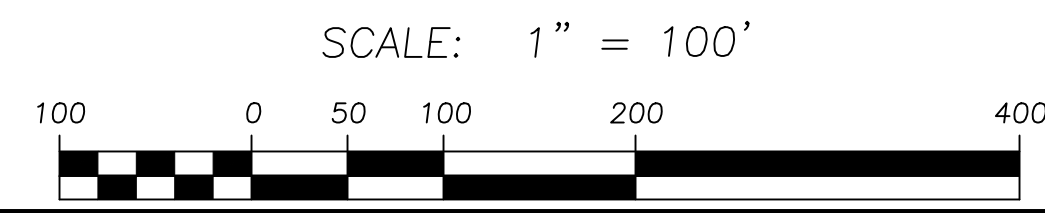
PROJECT	YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	SHEET NUMBER	10	TOTAL SHEETS	17
REGISTERED PROFESSIONAL ENGINEER	DATE	12/20/21			

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- NOTES:
1. CONTRACTOR SHALL EXCAVATE SOIL FROM THE APPROVED AREAS AS DIRECTED BY THE COUNTY.
 2. EXISTING CONDITION MAY VARY DUE TO ONGOING OPERATIONS.
 3. THESE PLANS MAY CHANGE DURING THE TERM OF THIS AGREEMENT AND IF THEY CHANGE, THE COUNTY SHALL FURNISH THE CONTRACTOR WITH CURRENT PLANS.
 4. FINISH CUT SLOPES SHALL BE 3 HORIZONTAL TO 1 VERTICAL..
 5. SALVAGE FIRST 1 FT OF TOPSOIL (HATCHED)
 6. THE BORROW SITE WAS USED IN THE PAST TO DISPOSE OF TOMATO CANNERY WASTEWATER BY AN UNDERGROUND SPRINKLER SYSTEM. CONTRACTOR SHALL REMOVE THAT PART OF THE SYSTEM WHICH ENTERS THE BORROW SITE PRIOR TO EXCAVATION. THE SYSTEM CONSISTS OF 3-INCH PVC LATERALS WITH ASBESTOS CEMENT COUPLINGS AND AN 8-INCH DIAMETER ASBESTOS CEMENT TRUNK LINE. CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF ASBESTOS CEMENT PORTIONS AT A PERMITTED DISPOSAL SITE (NOT YCCL)
 7. CONTRACTOR SHALL BE AWARE THAT THERE IS THE POSSIBILITY OF EXPOSING BURIED CULTURAL RESOURCES INCLUDING NATIVE AMERICAN BURIALS, BRIEFINGS WILL BE PROVIDED TO CONTRACTORS PERSONNEL PRIOR TO EXCAVATION.



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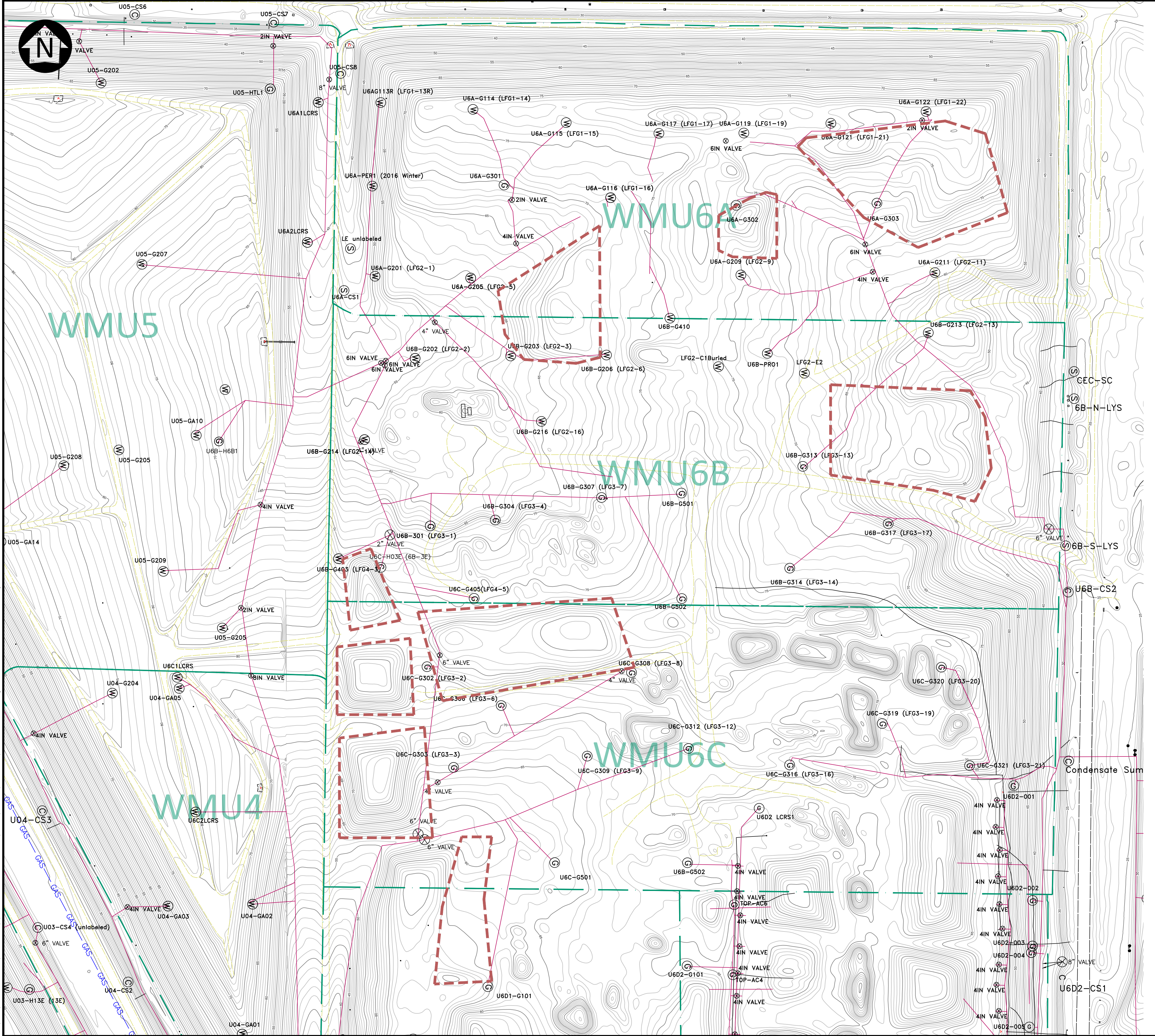
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DRAWN BY KS	12/21/21					
CHECK BY JK	12/21/21					
SCALE: 100'						
YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES DIVISION OF INTEGRATED WASTE MANAGEMENT 44090 County Road 28H Woodland, CA 95776-9101 Phone: (530) 666-8652 FAX: (530) 666-8653						
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT BORROW AREA OPTION 2						
SHEET NUMBER			B2			

PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	11	17

REGISTERED PROFESSIONAL ENGINEER
 DATE 12/20/21



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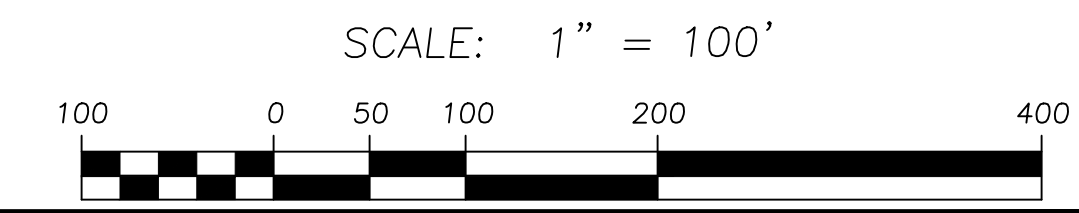
NOTES:

1. CONTRACTOR SHALL EXCAVATE SOIL FROM THE APPROVED AREAS AS DIRECTED BY THE COUNTY.
2. EXISTING CONDITION MAY VARY DUE TO ONGOING OPERATIONS.
3. THESE PLANS MAY CHANGE DURING THE TERM OF THIS AGREEMENT AND IF THEY CHANGE, THE COUNTY SHALL FURNISH THE CONTRACTOR WITH CURRENT PLANS.

LEGEND:

- OW18 MONITORING WELL TO BE PROTECTED
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- EXISTING MINOR CONTOUR LINE - 1' INTERVAL
- BIOSOLIDS / G POND CLEANOUT STOCKPILE
- SUITABLE FOR FIRST 6-INCHES OF INTERMEDIATE COVER

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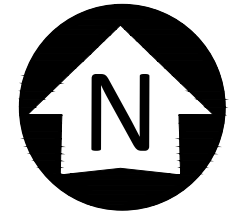
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SCALE: 100'	

YOLO COUNTY
 DEPARTMENT OF COMMUNITY SERVICES
 DIVISION OF INTEGRATED WASTE MANAGEMENT
 44090 County Road 28H
 Woodland, CA 95776-9101
 Phone: (530) 866-8852 FAX: (530) 866-8653

YOLO COUNTY CENTRAL LANDFILL
 2022 OPERATIONS CONTRACT
 BORROW AREA, BIOSOLIDS /
 G POND CLEAN OUT STOCKPILES

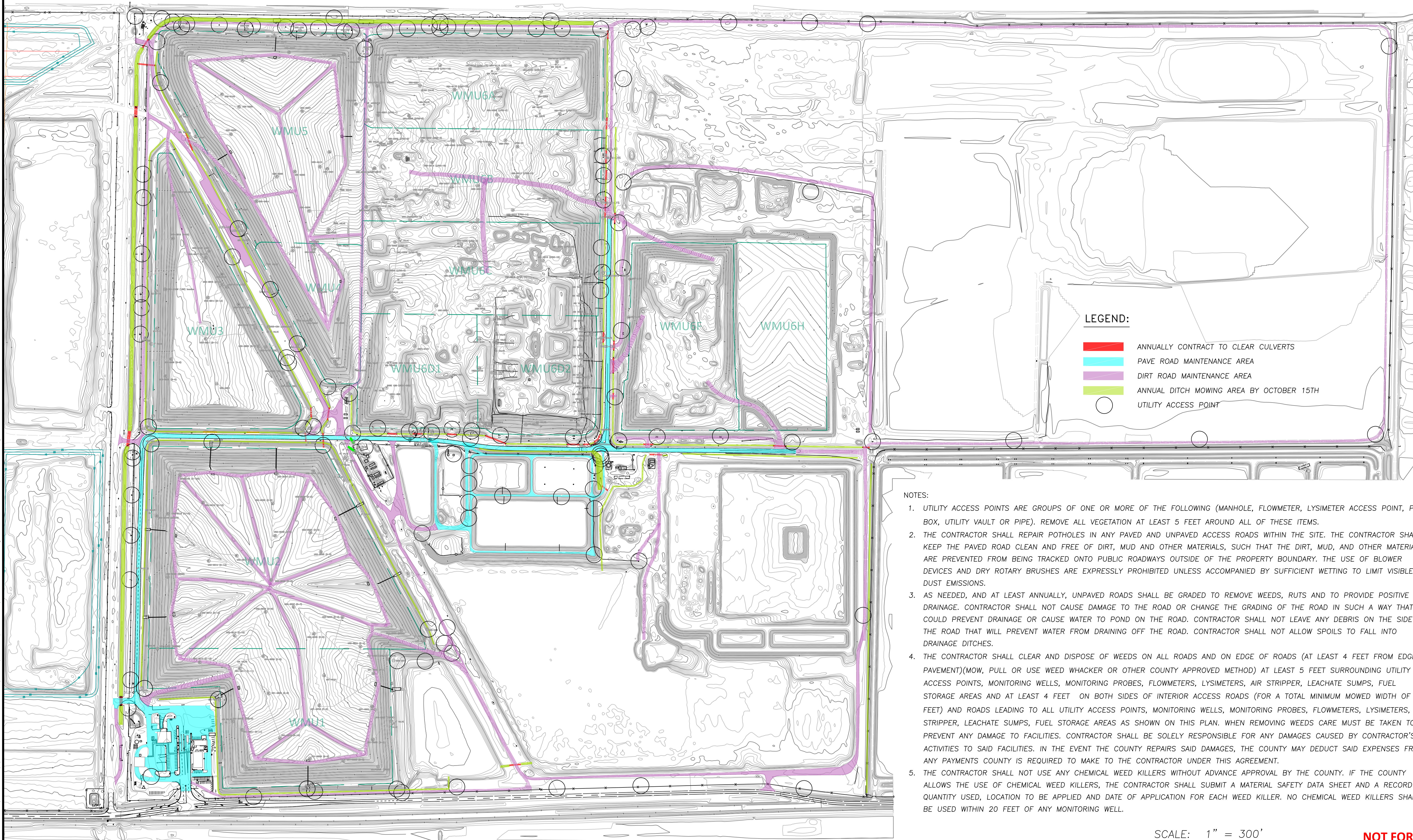
SHEET NUMBER
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PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	12	17
REGISTERED PROFESSIONAL ENGINEER	DATE	
	12/20/21	

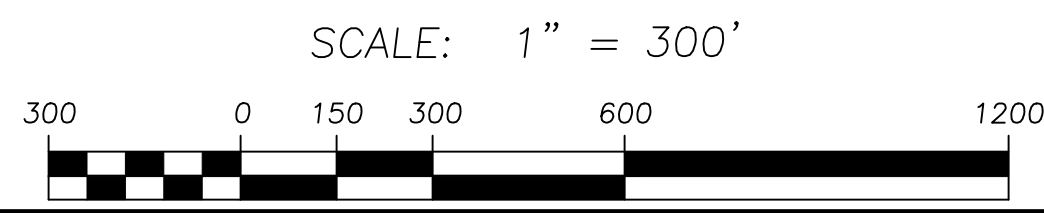
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LEGEND:

- █ ANNUALLY CONTRACT TO CLEAR CULVERTS
- █ PAVE ROAD MAINTENANCE AREA
- █ DIRT ROAD MAINTENANCE AREA
- █ ANNUAL DITCH MOWING AREA BY OCTOBER 15TH
- UTILITY ACCESS POINT

- NOTES:**
- UTILITY ACCESS POINTS ARE GROUPS OF ONE OR MORE OF THE FOLLOWING (MANHOLE, FLOWMETER, LYSIMETER ACCESS POINT, PANEL BOX, UTILITY VAULT OR PIPE). REMOVE ALL VEGETATION AT LEAST 5 FEET AROUND ALL OF THESE ITEMS.
 - THE CONTRACTOR SHALL REPAIR POTHoles IN ANY PAVED AND UNPAVED ACCESS ROADS WITHIN THE SITE. THE CONTRACTOR SHALL KEEP THE PAVED ROAD CLEAN AND FREE OF DIRT, MUD AND OTHER MATERIALS, SUCH THAT THE DIRT, MUD, AND OTHER MATERIALS ARE PREVENTED FROM BEING TRACKED ONTO PUBLIC ROADWAYS OUTSIDE OF THE PROPERTY BOUNDARY. THE USE OF BLOWER DEVICES AND DRY ROTARY BRUSHES ARE EXPRESSLY PROHIBITED UNLESS ACCOMPANIED BY SUFFICIENT WETTING TO LIMIT VISIBLE DUST EMISSIONS.
 - AS NEEDED, AND AT LEAST ANNUALLY, UNPAVED ROADS SHALL BE GRADED TO REMOVE WEEDS, RUTS AND TO PROVIDE POSITIVE DRAINAGE. CONTRACTOR SHALL NOT CAUSE DAMAGE TO THE ROAD OR CHANGE THE GRADING OF THE ROAD IN SUCH A WAY THAT COULD PREVENT DRAINAGE OR CAUSE WATER TO POND ON THE ROAD. CONTRACTOR SHALL NOT LEAVE ANY DEBRIS ON THE SIDE OF THE ROAD THAT WILL PREVENT WATER FROM DRAINING OFF THE ROAD. CONTRACTOR SHALL NOT ALLOW SPOILS TO FALL INTO DRAINAGE DITCHES.
 - THE CONTRACTOR SHALL CLEAR AND DISPOSE OF WEEDS ON ALL ROADS AND ON EDGE OF ROADS (AT LEAST 4 FEET FROM EDGE OF PAVEMENT)(MOW, PULL OR USE WEED WHACKER OR OTHER COUNTY APPROVED METHOD) AT LEAST 5 FEET SURROUNDING UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AND AT LEAST 4 FEET ON BOTH SIDES OF INTERIOR ACCESS ROADS (FOR A TOTAL MINIMUM MOWED WIDTH OF 16 FEET) AND ROADS LEADING TO ALL UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AS SHOWN ON THIS PLAN. WHEN REMOVING WEEDS CARE MUST BE TAKEN TO PREVENT ANY DAMAGE TO FACILITIES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES CAUSED BY CONTRACTOR'S ACTIVITIES TO SAID FACILITIES. IN THE EVENT THE COUNTY REPAIRS SAID DAMAGES, THE COUNTY MAY DEDUCT SAID EXPENSES FROM ANY PAYMENTS COUNTY IS REQUIRED TO MAKE TO THE CONTRACTOR UNDER THIS AGREEMENT.
 - THE CONTRACTOR SHALL NOT USE ANY CHEMICAL WEED KILLERS WITHOUT ADVANCE APPROVAL BY THE COUNTY. IF THE COUNTY ALLOWS THE USE OF CHEMICAL WEED KILLERS, THE CONTRACTOR SHALL SUBMIT A MATERIAL SAFETY DATA SHEET AND A RECORD OF QUANTITY USED, LOCATION TO BE APPLIED AND DATE OF APPLICATION FOR EACH WEED KILLER. NO CHEMICAL WEED KILLERS SHALL BE USED WITHIN 20 FEET OF ANY MONITORING WELL.



**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

DESIGN BY JK	12/21/21	REVISIONS
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		3. mm/dd/yy
		4. mm/dd/yy

SCALE: 300'

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 866-8652 FAX: (530) 866-8652

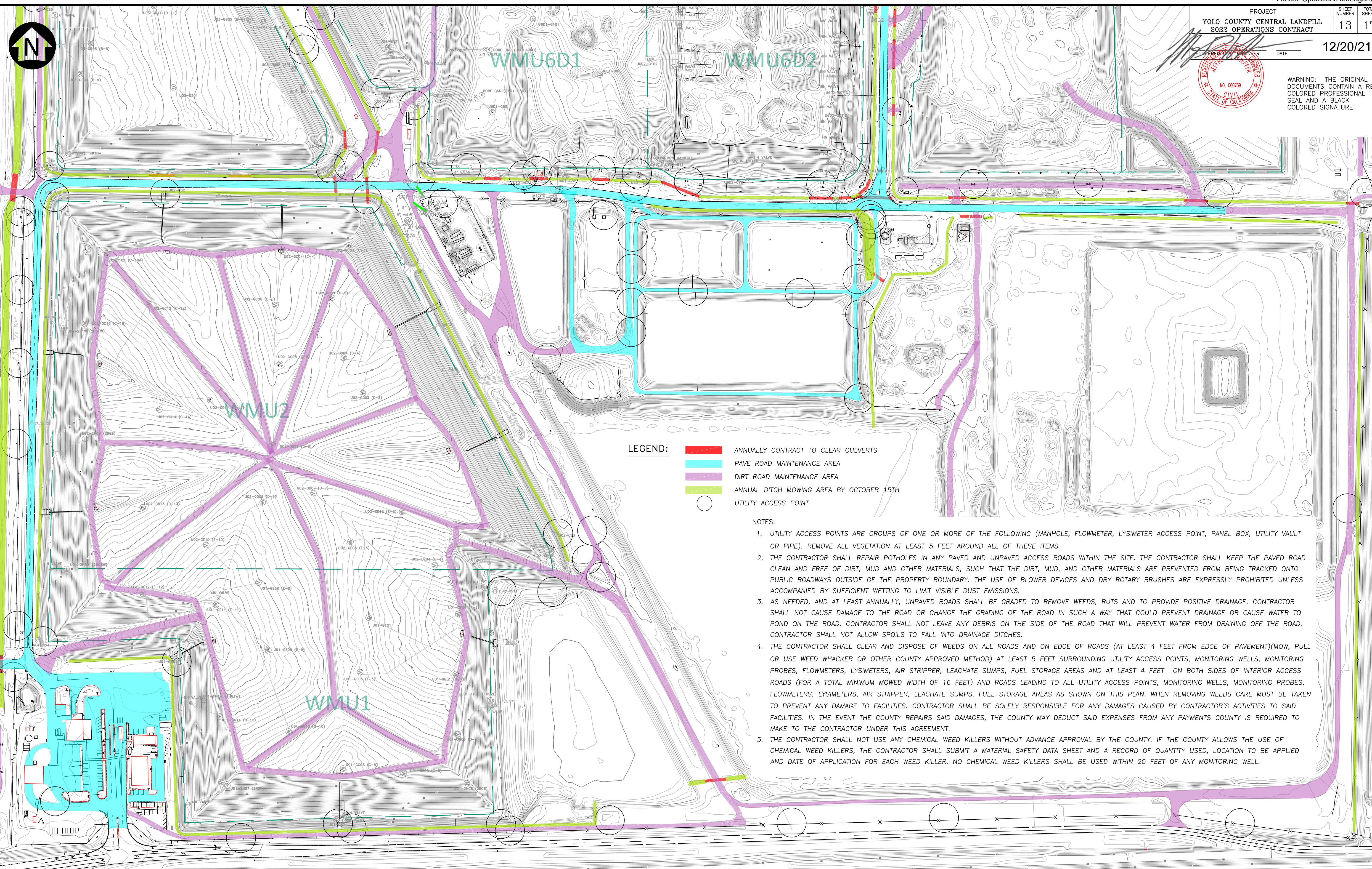
YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
WEEDING, DRAINAGE AND
ROAD MAINTENANCE PLAN

SHEET NUMBER
W1

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- LEGEND:**
- ANNUALLY CONTRACT TO CLEAR CULVERTS
 - PAVE ROAD MAINTENANCE AREA
 - DIRT ROAD MAINTENANCE AREA
 - ANNUAL DITCH MOWING AREA BY OCTOBER 15TH
 - UTILITY ACCESS POINT

NOTES:

1. UTILITY ACCESS POINTS ARE GROUPS OF ONE OR MORE OF THE FOLLOWING (MANHOLE, FLOWMETER, LYSIMETER ACCESS POINT, PANEL BOX, UTILITY VAULT OR PIPE). REMOVE ALL VEGETATION AT LEAST 5 FEET AROUND ALL OF THESE ITEMS.
2. THE CONTRACTOR SHALL REPAIR POTHoles IN ANY PAVED AND UNPAVED ACCESS ROADS WITHIN THE SITE. THE CONTRACTOR SHALL KEEP THE PAVED ROAD CLEAN AND FREE OF DIRT, MUD AND OTHER MATERIALS, SUCH THAT THE DIRT, MUD, AND OTHER MATERIALS ARE PREVENTED FROM BEING TRACKED ONTO PUBLIC ROADWAYS OUTSIDE OF THE PROPERTY BOUNDARY. THE USE OF BLOWER DEVICES AND DRY ROTARY BRUSHES ARE EXPRESSLY PROHIBITED UNLESS ACCOMPANIED BY SUFFICIENT WETTING TO LIMIT VISIBLE DUST EMISSIONS.
3. AS NEEDED, AND AT LEAST ANNUALLY, UNPAVED ROADS SHALL BE GRADED TO REMOVE WEEDS, RUTS AND TO PROVIDE POSITIVE DRAINAGE. CONTRACTOR SHALL NOT CAUSE DAMAGE TO THE ROAD OR CHANGE THE GRADING OF THE ROAD IN SUCH A WAY THAT COULD PREVENT DRAINAGE OR CAUSE WATER TO POND ON THE ROAD. CONTRACTOR SHALL NOT LEAVE ANY DEBRIS ON THE SIDE OF THE ROAD THAT WILL PREVENT WATER FROM DRAINING OFF THE ROAD. CONTRACTOR SHALL NOT ALLOW SPOILS TO FALL INTO DRAINAGE DITCHES.
4. THE CONTRACTOR SHALL CLEAR AND DISPOSE OF WEEDS ON ALL ROADS AND ON EDGE OF ROADS (AT LEAST 4 FEET FROM EDGE OF PAVEMENT)(MOW, PULL OR USE WEED WHACKER OR OTHER COUNTY APPROVED METHOD) AT LEAST 5 FEET SURROUNDING UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AND AT LEAST 4 FEET ON BOTH SIDES OF INTERIOR ACCESS ROADS (FOR A TOTAL MINIMUM MOWED WIDTH OF 16 FEET) AND ROADS LEADING TO ALL UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AS SHOWN ON THIS PLAN. WHEN REMOVING WEEDS CARE MUST BE TAKEN TO PREVENT ANY DAMAGE TO FACILITIES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES CAUSED BY CONTRACTOR'S ACTIVITIES TO SAID FACILITIES. IN THE EVENT THE COUNTY REPAIRS SAID DAMAGES, THE COUNTY MAY DEDUCT SAID EXPENSES FROM ANY PAYMENTS COUNTY IS REQUIRED TO MAKE TO THE CONTRACTOR UNDER THIS AGREEMENT.
5. THE CONTRACTOR SHALL NOT USE ANY CHEMICAL WEED KILLERS WITHOUT ADVANCE APPROVAL BY THE COUNTY. IF THE COUNTY ALLOWS THE USE OF CHEMICAL WEED KILLERS, THE CONTRACTOR SHALL SUBMIT A MATERIAL SAFETY DATA SHEET AND A RECORD OF QUANTITY USED, LOCATION TO BE APPLIED AND DATE OF APPLICATION FOR EACH WEED KILLER. NO CHEMICAL WEED KILLERS SHALL BE USED WITHIN 20 FEET OF ANY MONITORING WELL.

**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

SCALE: 1" = 150'



DESIGN BY JK	12/21/21
DRAWN BY KS	1. 12/21/21
CHECK BY JK	2. 12/21/21
	3. 12/21/21
	4. 12/21/21

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776-9101
Phone: (530) 666-8652 FAX: (530) 666-8653

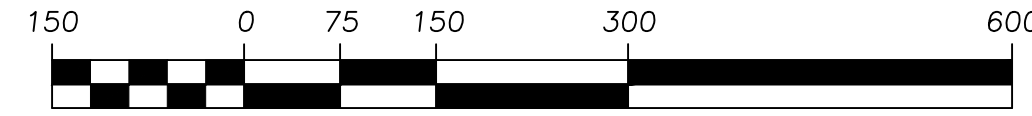
YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
WEEDING, DRAINAGE AND
ROAD MAINTENANCE PLAN

S:\WMA Administration\Operations contract 2022\Plans\2022 Operations plan 12_17_21.dwg 12-18-21 01:12:50 PM jkieffer

LEGEND:

- ANNUALLY CONTRACT TO CLEAR CULVERTS
- PAVE ROAD MAINTENANCE AREA
- DIRT ROAD MAINTENANCE AREA
- ANNUAL DITCH MOWING AREA BY OCTOBER 15TH
- UTILITY ACCESS POINT

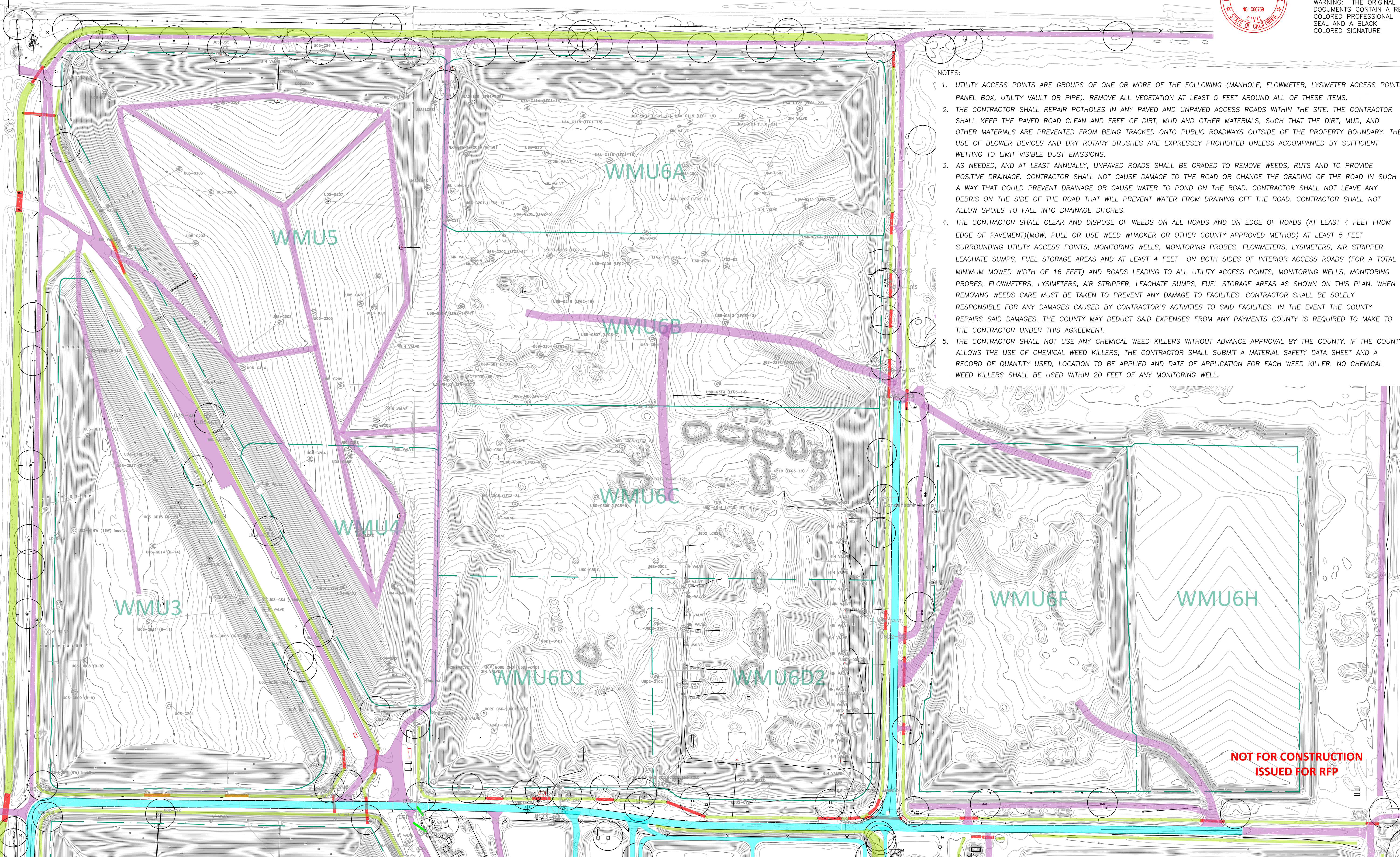
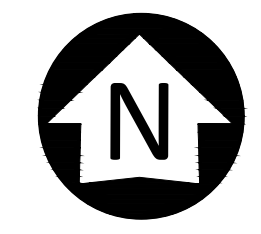
SCALE: 1" = 150'



PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	14	17

REGISTERED PROFESSIONAL ENGINEER DATE 12/20/21
 NO. C60739
 CIVIL
 STATE OF CALIFORNIA

WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



- NOTES:
- UTILITY ACCESS POINTS ARE GROUPS OF ONE OR MORE OF THE FOLLOWING (MANHOLE, FLOWMETER, LYSIMETER ACCESS POINT, PANEL BOX, UTILITY VAULT OR PIPE). REMOVE ALL VEGETATION AT LEAST 5 FEET AROUND ALL OF THESE ITEMS.
 - THE CONTRACTOR SHALL REPAIR POTHOLES IN ANY PAVED AND UNPAVED ACCESS ROADS WITHIN THE SITE. THE CONTRACTOR SHALL KEEP THE PAVED ROAD CLEAN AND FREE OF DIRT, MUD AND OTHER MATERIALS, SUCH THAT THE DIRT, MUD, AND OTHER MATERIALS ARE PREVENTED FROM BEING TRACKED ONTO PUBLIC ROADWAYS OUTSIDE OF THE PROPERTY BOUNDARY. THE USE OF BLOWER DEVICES AND DRY ROTARY BRUSHES ARE EXPRESSLY PROHIBITED UNLESS ACCOMPANIED BY SUFFICIENT WETTING TO LIMIT VISIBLE DUST EMISSIONS.
 - AS NEEDED, AND AT LEAST ANNUALLY, UNPAVED ROADS SHALL BE GRADED TO REMOVE WEEDS, RUTS AND TO PROVIDE POSITIVE DRAINAGE. CONTRACTOR SHALL NOT CAUSE DAMAGE TO THE ROAD OR CHANGE THE GRADING OF THE ROAD IN SUCH A WAY THAT COULD PREVENT DRAINAGE OR CAUSE WATER TO POND ON THE ROAD. CONTRACTOR SHALL NOT LEAVE ANY DEBRIS ON THE SIDE OF THE ROAD THAT WILL PREVENT WATER FROM DRAINING OFF THE ROAD. CONTRACTOR SHALL NOT ALLOW SPOILS TO FALL INTO DRAINAGE DITCHES.
 - THE CONTRACTOR SHALL CLEAR AND DISPOSE OF WEEDS ON ALL ROADS AND ON EDGE OF ROADS (AT LEAST 4 FEET FROM EDGE OF PAVEMENT)(MOW, PULL OR USE WEED WHACKER OR OTHER COUNTY APPROVED METHOD) AT LEAST 5 FEET SURROUNDING UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AND AT LEAST 4 FEET ON BOTH SIDES OF INTERIOR ACCESS ROADS (FOR A TOTAL MINIMUM MOWED WIDTH OF 16 FEET) AND ROADS LEADING TO ALL UTILITY ACCESS POINTS, MONITORING WELLS, MONITORING PROBES, FLOWMETERS, LYSIMETERS, AIR STRIPPER, LEACHATE SUMPS, FUEL STORAGE AREAS AS SHOWN ON THIS PLAN. WHEN REMOVING WEEDS CARE MUST BE TAKEN TO PREVENT ANY DAMAGE TO FACILITIES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES CAUSED BY CONTRACTOR'S ACTIVITIES TO SAID FACILITIES. IN THE EVENT THE COUNTY REPAIRS SAID DAMAGES, THE COUNTY MAY DEDUCT SAID EXPENSES FROM ANY PAYMENTS COUNTY IS REQUIRED TO MAKE TO THE CONTRACTOR UNDER THIS AGREEMENT.
 - THE CONTRACTOR SHALL NOT USE ANY CHEMICAL WEED KILLERS WITHOUT ADVANCE APPROVAL BY THE COUNTY. IF THE COUNTY ALLOWS THE USE OF CHEMICAL WEED KILLERS, THE CONTRACTOR SHALL SUBMIT A MATERIAL SAFETY DATA SHEET AND A RECORD OF QUANTITY USED, LOCATION TO BE APPLIED AND DATE OF APPLICATION FOR EACH WEED KILLER. NO CHEMICAL WEED KILLERS SHALL BE USED WITHIN 20 FEET OF ANY MONITORING WELL.

**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

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REVISIONS	DATE	DESCRIPTION
1.	12/21/21	ISSUED FOR RFP
2.	12/21/21	1. mm/ad/yy
3.	12/21/21	3. mm/ad/yy
4.	12/21/21	4. mm/ad/yy

DESIGN BY JK 12/21/21
 DRAWN BY KS 12/21/21
 CHECK BY JK 12/21/21
 SCALE: 150'

YOLO COUNTY
 DEPARTMENT OF COMMUNITY SERVICES
 DIVISION OF INTEGRATED WASTE MANAGEMENT
 44090 County Road 28H
 Woodland, CA 95776-9101
 Phone: (530) 666-8652 FAX: (530) 666-8653

YOLO COUNTY CENTRAL LANDFILL
 2022 OPERATIONS CONTRACT
 WEEDING, DRAINAGE AND
 ROAD MAINTENANCE PLAN

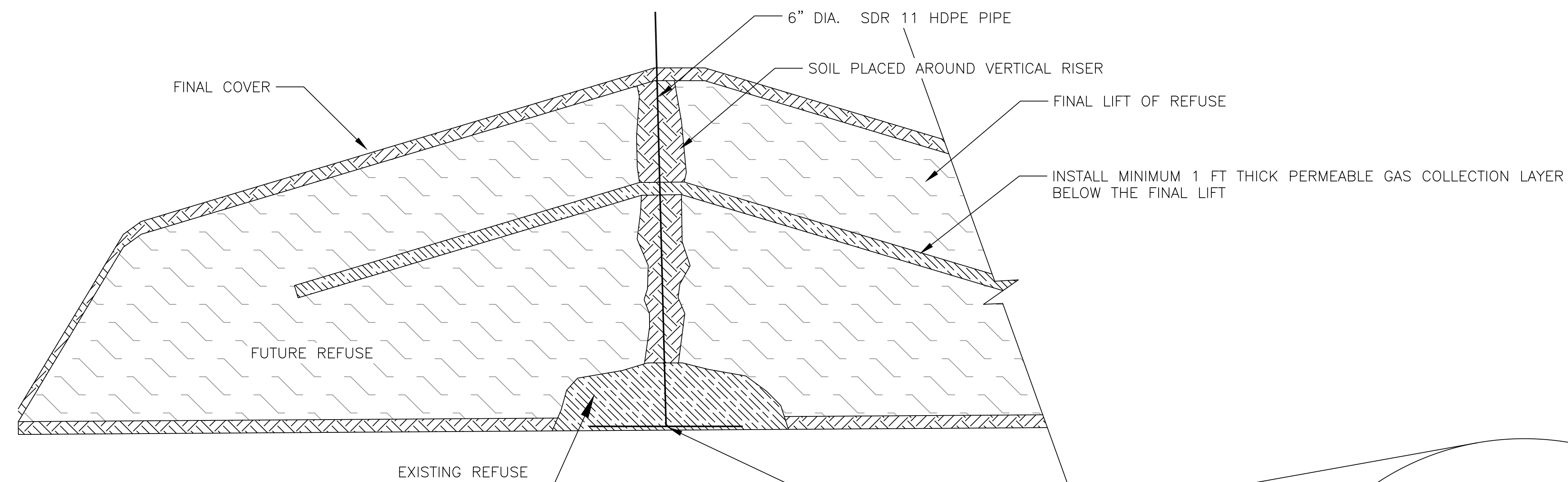
SHEET NUMBER
 W3

PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	15	17

REGISTERED PROFESSIONAL ENGINEER
 JEFFREY A. KIEFFER
 NO. C60739
 CIVIL
 STATE OF CALIFORNIA

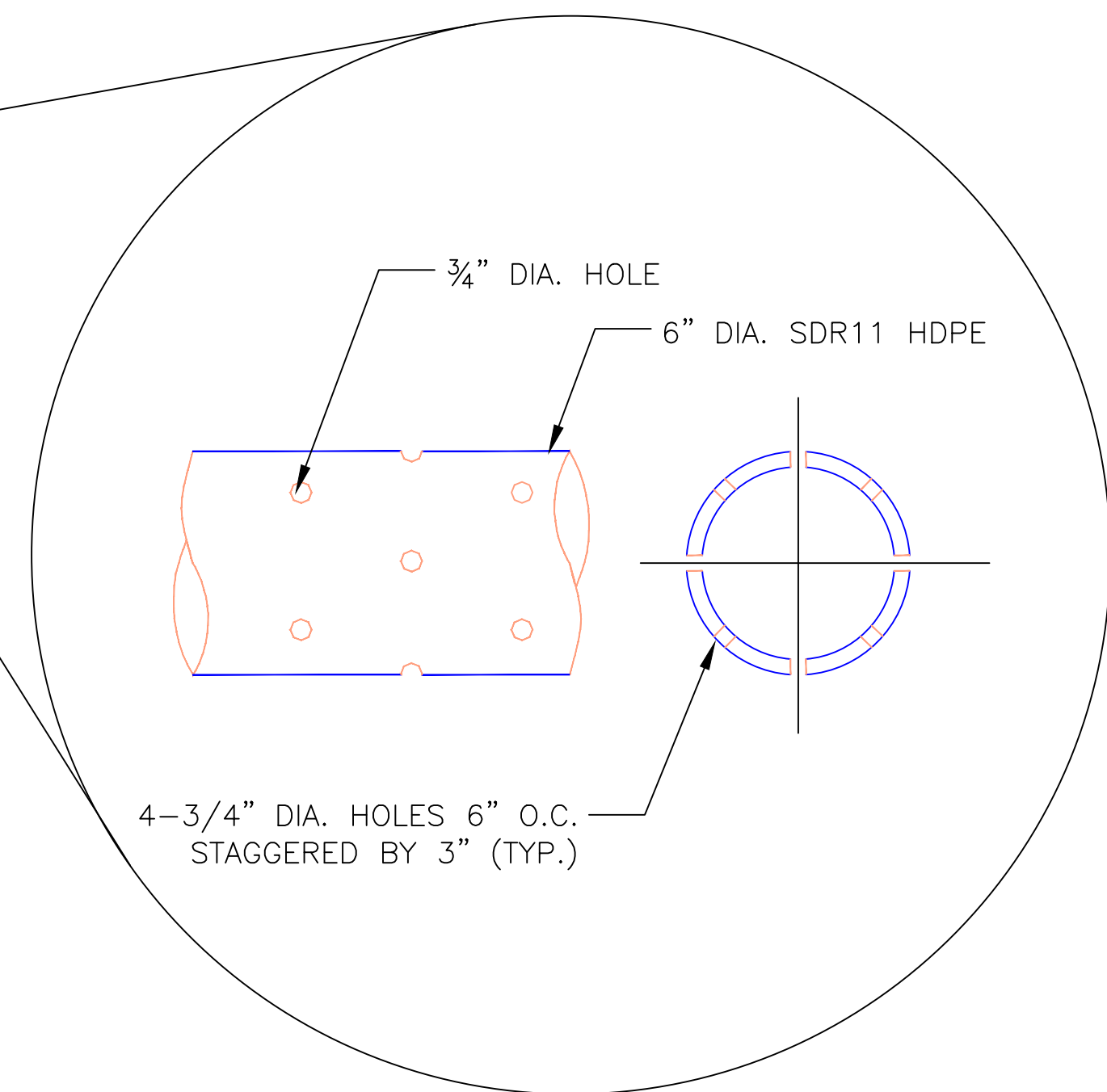
DATE: 12/20/21

WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



INSTALL 100 FT WIDE X 100 FT LONG X 6FT DEEP GAS COLLECTION SYSTEM AFTER DIRT COVER IS REMOVED

HDPE TEE W/ STUB EITHER SIDE PERFORATE PER DETAIL
 FOR SMALLER PANCAKE WELLS USE 10' STUB
 FOR NORMAL PANCAKE WELLS USE 25' STUB



PERMEABLE LAYER GAS SYSTEM DETAIL
 NOT TO SCALE

1	1
P3 D1	P4 D1

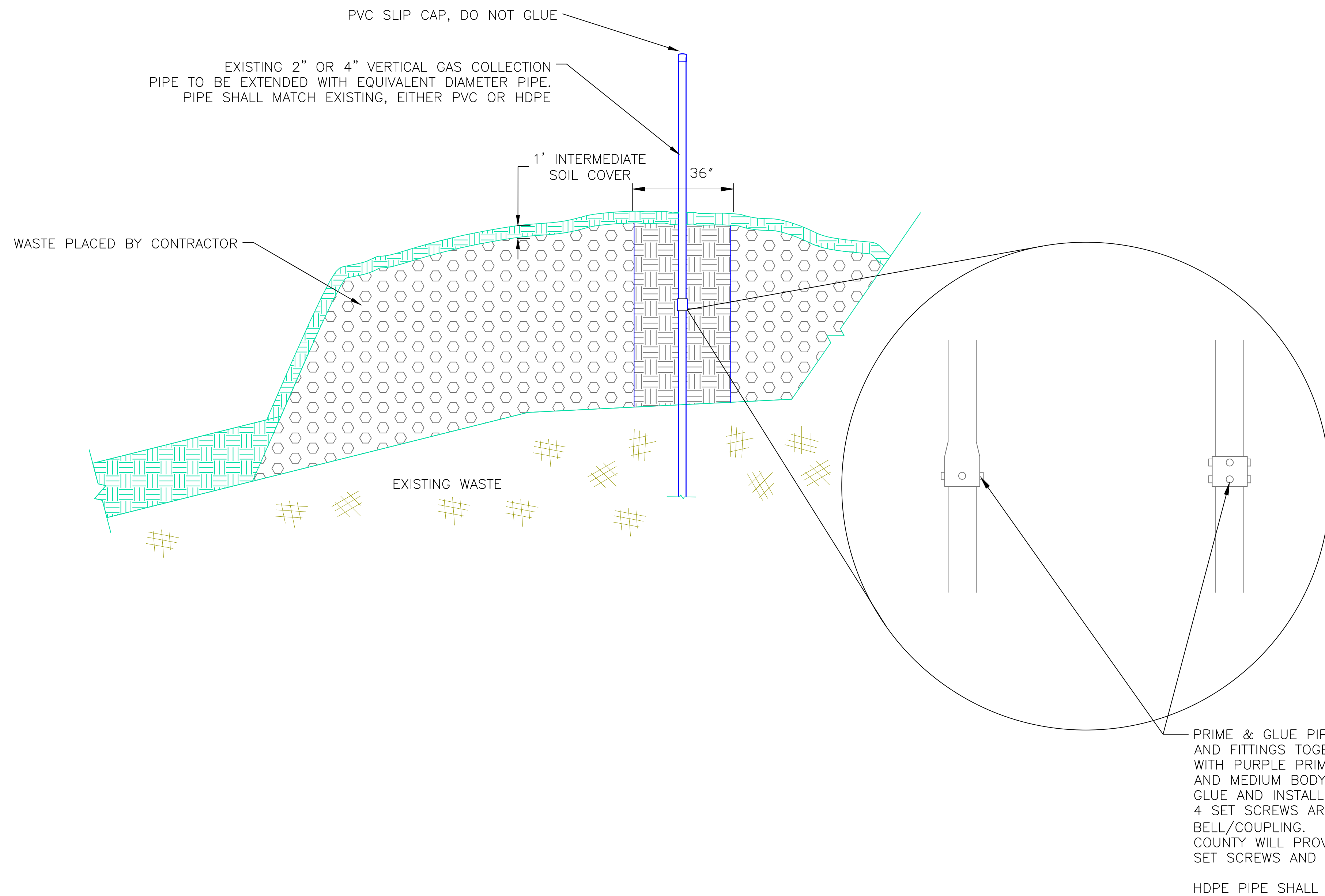
**NOT FOR CONSTRUCTION
 ISSUED FOR RFP**

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DRAWN BY KS	12/21/21	12/21/21	12/21/21	12/21/21
CHECK BY JK	12/21/21	12/21/21	12/21/21	12/21/21
ISSUED FOR RFP	1. 12/21/21	2. 12/21/21	3. 12/21/21	4. 12/21/21
SCALE:	NONE			
YOLO COUNTY DEPARTMENT OF COMMUNITY SERVICES DIVISION OF INTEGRATED WASTE MANAGEMENT 44090 County Road 28H Woodland, CA 95776-9101 Phone: (530) 666-8652 FAX: (530) 666-8653	YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT LANDFILL GAS COLLECTION DETAIL			
SHEET NUMBER	D1			

PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	16	17
REGISTERED PROFESSIONAL ENGINEER	DATE	12/20/21



WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE



- NOTES:
1. CONTRACTOR SHALL EXTEND ALL EXISTING VERTICAL GAS COLLECTION LINES AS SHOWN ON THE PLANS. THE COUNTY SHALL PROVIDE ALL PIPING, FITTINGS, GLUE, SET SCREWS AND OTHER NECESSARY SUPPLIES TO NEAREST DELIVERY TRUCK ALL WEATHER ACCESS POINT AS COORDINATED WITH THE CONTRACTOR. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
 2. CONTRACTOR SHALL PROTECT ALL GAS LINES, MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGE TO FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES.
 3. THE FOUR FEET OF WASTE DIRECTLY BELOW THE INTERMEDIATE COVER SOIL SHALL BE "SELECT WASTE". SELECT WASTE SHALL NOT INCLUDE LARGE DEMOLITION DEBRIS, STUMPS, ROOTS, BULKY ITEMS, POLES, AND OTHER LARGE SHARP OBJECTS OVER TWO FEET IN LENGTH THAT MAY DAMAGE THE GEOMEMBRANE COVER OR CAUSE LOCALIZED DIFFERENTIAL SETTLEMENT TO OCCUR DIRECTLY BELOW THE COVER LINER WHICH WILL BE PLACED BY OTHERS OVER THE ONE-FOOT INTERMEDIATE COVER. PRIOR TO PLACEMENT OF THE INTERMEDIATE COVER CONTRACTOR SHALL VISUALLY CHECK THE SURFACE AND REMOVE ANY OBJECTS THAT ARE PROTRUDING FROM THE FINISHED GRADE

PRIME & GLUE PIPES PVC AND FITTINGS TOGETHER WITH PURPLE PRIMER AND MEDIUM BODY PVC GLUE AND INSTALL 4 SET SCREWS AROUND BELL/COUPLING. COUNTY WILL PROVIDE SET SCREWS AND COUPLING
HDPE PIPE SHALL BE FUSION WELDED.

VERTICAL LANDFILL GAS WELL EXTENSION
DETAIL
NOT TO SCALE

2	2
P1 D2	P2 D2

DESIGN BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
DRAWN BY KS	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
CHECK BY JK	12/21/21	12/21/21	12/21/21	12/21/21	12/21/21
ISSUED FOR RFP	1. 12/21/21	2. 12/21/21	3. 12/21/21	4. 12/21/21	
SCALE: NONE					

YOLO COUNTY
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YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
VERTICAL LANDFILL GAS WELL
EXTENSION DETAIL

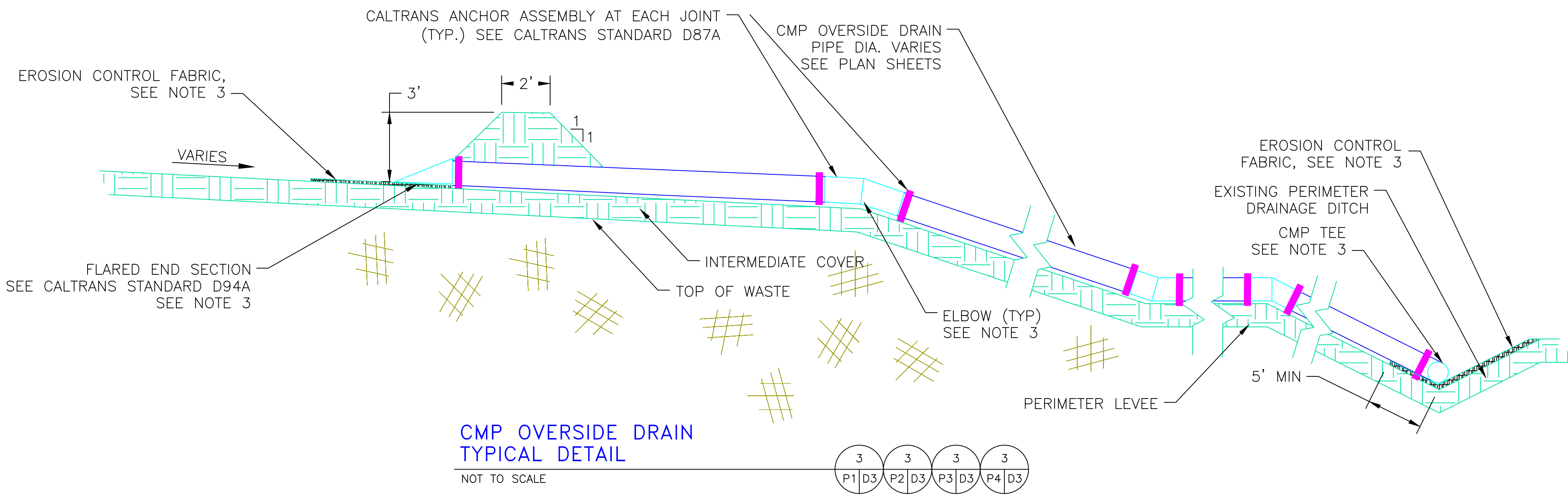
**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	17	17

REGISTERED CIVIL ENGINEER DATE 12/20/21

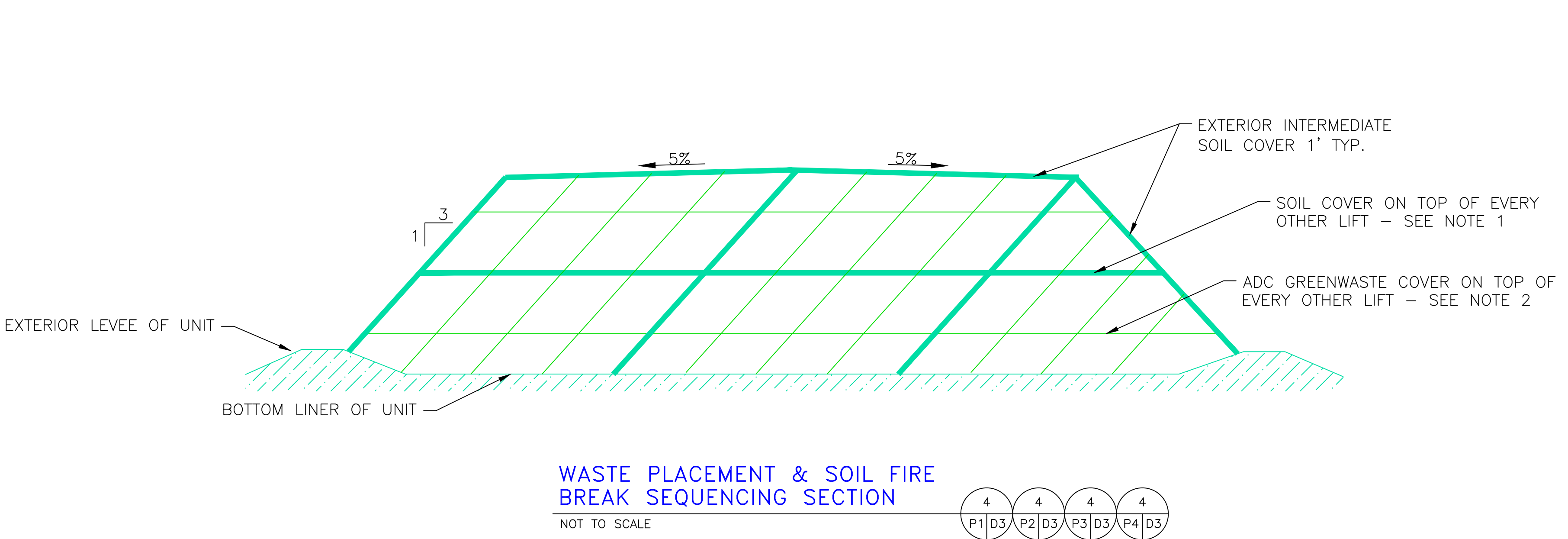


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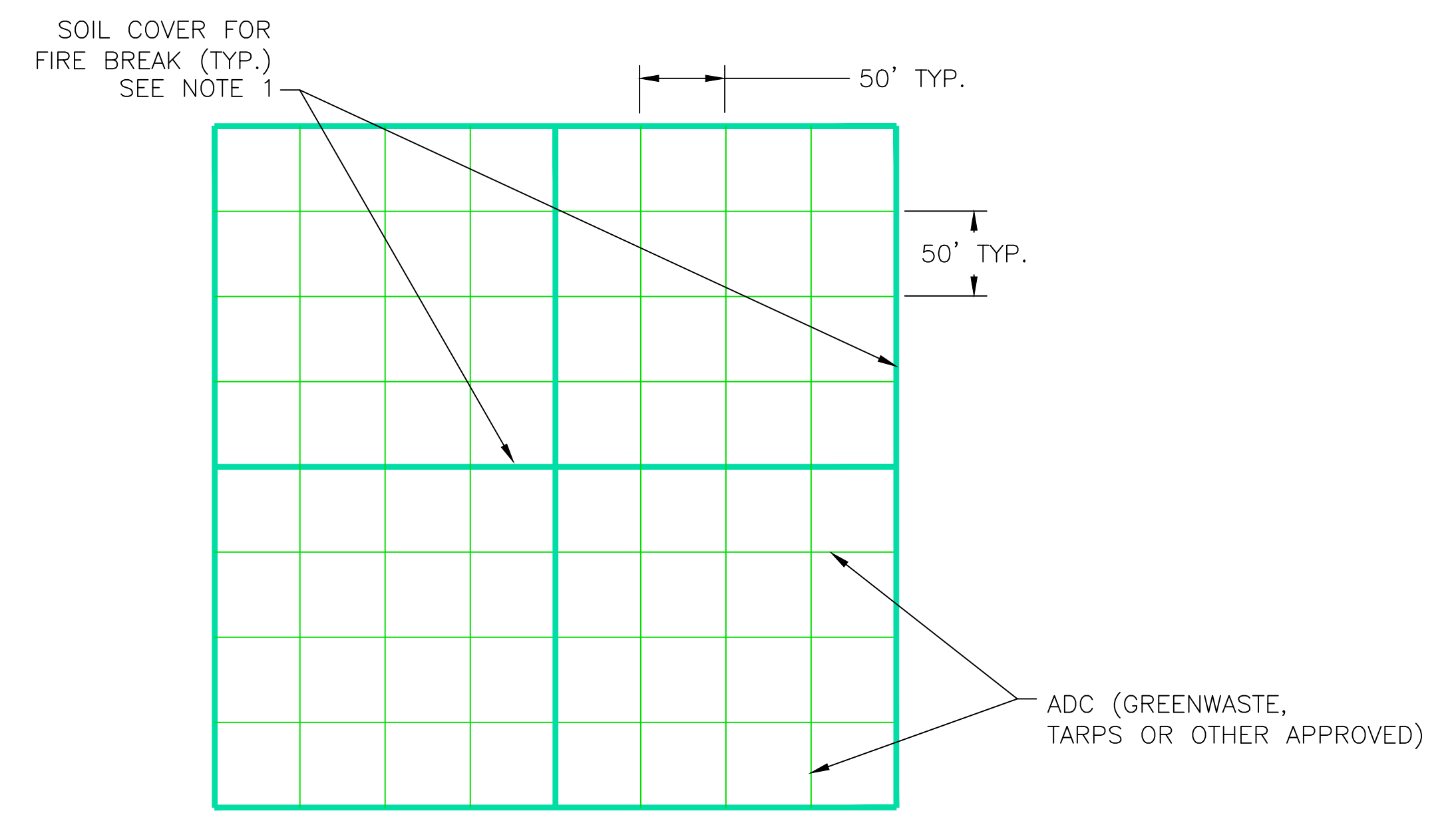
CMP OVERSIDE DRAIN TYPICAL DETAIL

NOT TO SCALE



WASTE PLACEMENT & SOIL FIRE BREAK SEQUENCING SECTION

NOT TO SCALE



WASTE PLACEMENT & SOIL FIRE BREAK SEQUENCING PLAN VIEW

NOT TO SCALE

- NOTES:
- DO NOT INSTALL ANY FIRE BREAKS IN UNIT 6D2. ONLY INSTALL ADC GREENWASTE OR TARPS ON INTERIOR SIDE SLOPES AND INTERMEDIATE COVER ON EXTERIOR SIDE SLOPES OR TOP DECK. SOIL MAY BE PLACED ON TOP OF EACH LIFT TEMPORARILY, BUT MUST BE REMOVED PRIOR TO PLACEMENT OF THE NEXT LIFT. ANY EXISTING COVER SOIL UNDER LINER SHALL BE REMOVED PRIOR TO WASTE PLACEMENT.
 - INTERMEDIATE SOIL COVER MAY TEMPORARILY BE PLACED ON TOP OF THE LIFTS DESIGNATED AS HAVING ADC GREENWASTE PLACED ON THEM. THE SOIL MUST BE REMOVED PRIOR TO PLACEMENT OF THE WASTE ON THE NEXT LIFT.
 - THE COUNTY WILL PROVIDE THE CONTRACTOR ALL PIPE, FITTINGS, FLARED END SECTIONS, EROSION CONTROL FABRIC, STAPLES, AND ANCHOR ASSEMBLIES FOR THE CMP DOWNDRAINS. THE CONTRACTOR WILL PROVIDE ALL LABOR, EQUIPMENT AND ANY MISCELLANEOUS MATERIALS NECESSARY FOR THE INSTALLATION OF THE CMP DOWNDRAINS.

**NOT FOR CONSTRUCTION
ISSUED FOR RFP**

DESIGN BY JK	12/21/21	12/21/21
DRAWN BY KS	12/21/21	12/21/21
CHECK BY JK	12/21/21	12/21/21
SCALE: NONE	1. mm/ad/yy	2. mm/ad/yy
	3. mm/ad/yy	4. mm/ad/yy

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YOLO COUNTY CENTRAL LANDFILL
2022 OPERATIONS CONTRACT
MISCELLANEOUS DETAILS

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ESTIMATED VOLUME REMAINING: 191,373 CY

PROJECT	SHEET NUMBER	TOTAL SHEETS
YOLO COUNTY CENTRAL LANDFILL 2022 OPERATIONS CONTRACT	18	18

DATE: 1/31/22
 REGISTERED PROFESSIONAL ENGINEER
 NO. C60739
 CIVIL
 STATE OF CALIFORNIA

WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE

DESIGN BY	DATE	ISSUED FOR
KS	1/26/22	RFP ADDENDUM 2
BY <td>DATE <td></td> </td>	DATE <td></td>	
JK	1/27/22	
BY <td>DATE <td></td> </td>	DATE <td></td>	
JK	1/27/22	
BY <td>DATE <td></td> </td>	DATE <td></td>	
JK	1/27/22	

YOLO COUNTY
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YOLO COUNTY CENTRAL LANDFILL
 2022 OPERATIONS CONTRACT
 PLAN VIEW OF WMU6D1
 CONTINGENCY FILL PLAN
 SHEET NUMBER
 P7

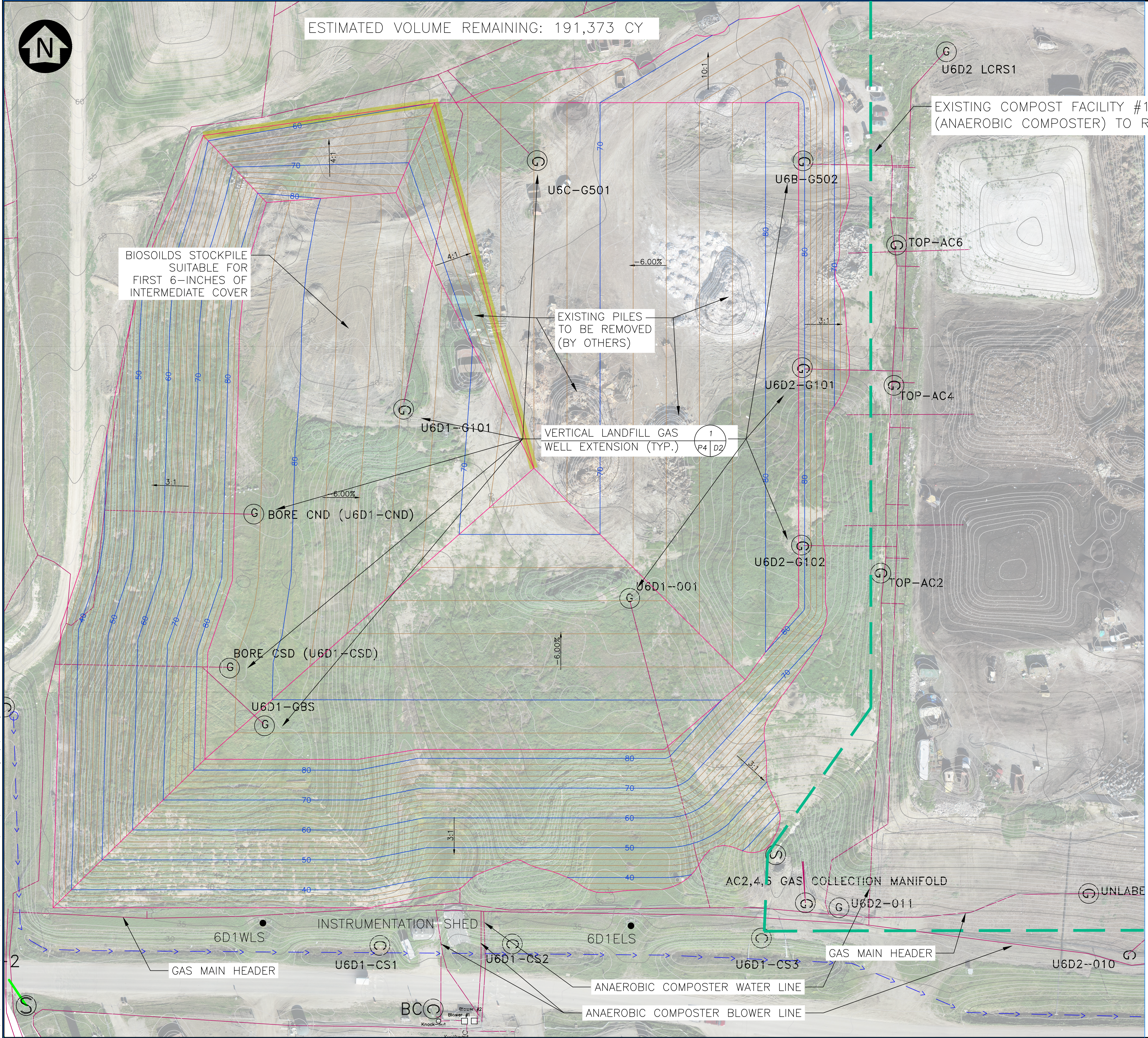
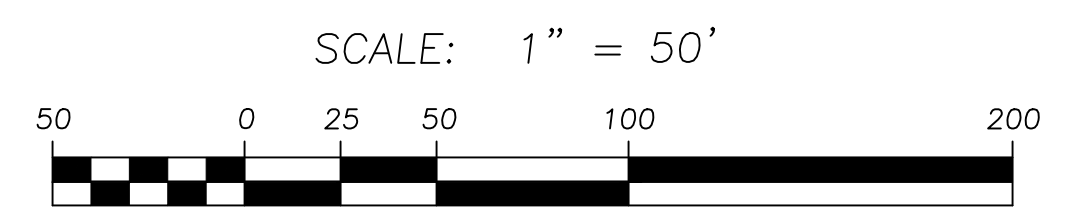
GENERAL NOTES:

- FILLING IN UNIT 6D1 WITH COUNTY DIRECTION ONLY.
- ALL WORK SHALL BE COORDINATED WITH, AND AS DIRECTED BY, THE COUNTY.
- EXISTING CONDITIONS MAY VARY DUE TO ON-GOING LANDFILL OPERATIONS.
- CONTRACTOR SHALL MAINTAIN POSITIVE STORM WATER DRAINAGE TO EXISTING OR NEW PERIMETER DRAINAGE CHANNELS DURING ALL PHASES OF WASTE PLACEMENT.
- CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ROADS TO THE DUMPING PAD AREA AT ALL TIMES DURING THE OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL WORK SPECIFICATIONS IN THE AGREEMENT.
- EXISTING CONTOURS ARE BASED ON THE JANUARY 19, 2022 ACTIVE AREA DRONE SURVEY. THE ACTUAL CONTOURS AT THE BEGINNING OF THIS CONTRACT MAY BE DIFFERENT THAN SHOWN ON THIS MAP. PRIOR TO START OF WORK, COUNTY SHALL SURVEY THE AREA TO DETERMINE THE ACTUAL CONTOURS FOR VOLUME CALCULATION.
- THE FOUR FEET OF WASTE DIRECTLY BELOW THE INTERMEDIATE COVER SOIL SHALL BE "SELECT WASTE". SELECT WASTE SHALL NOT INCLUDE LARGE DEMOLITION DEBRIS, STUMPS, ROOTS, BULKY ITEMS, POLES, AND OTHER LARGE SHARP OBJECTS OVER TWO FEET IN LENGTH THAT MAY DAMAGE THE GEOMEMBRANE COVER OR CAUSE LOCALIZED DIFFERENTIAL SETTLEMENT TO OCCUR DIRECTLY BELOW THE COVER LINER (BY OTHERS). PRIOR TO PLACEMENT OF THE INTERMEDIATE COVER CONTRACTOR SHALL VISUALLY CHECK THE SURFACE AND REMOVE ANY OBJECTS THAT ARE PROTRUDING FROM THE FINISHED GRADE OF WASTE.
- CONTRACTOR SHALL PLAN FILLING SUCH THAT TOP DECK SLOPES (DAILY, INTERMEDIATE AREA AT A 6% SLOPE, AND FINAL COVER ARE AT A 6% SLOPE) FOR ADEQUATE DRAINAGE. PERIMETER SLOPES SHALL BE GRADED TO 3:1 OR 4:1 (HORIZONTAL-TO-VERTICAL) SLOPE AS SHOWN IN THE PLANS.
- PRIOR TO WASTE FILLING IN UNIT 6D1, CONTRACTOR SHALL REMOVE EXISTING GAS COLLECTION LINES AND EXTEND ANY LANDFILL GAS WELLS IN THE AREA OF FILL (DETAIL 2, DRAWING D2). FOLLOWING FILL ACTIVITIES, CONTRACTOR SHALL REINSTALL GAS COLLECTION LINES AND RECONNECT GAS EXTRACTION WELLS AS DIRECTED BY THE COUNTY.
- CONTRACTOR SHALL PROTECT ALL MONITORING WELLS, MANHOLES, LEACHATE LINE CLEAN OUTS, GEOMEMBRANE LINER AND ALL OTHER SITE FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COST TO REPAIR OR REPLACE ANY DAMAGED FACILITIES AS A RESULT OF CONTRACTOR ACTIVITIES. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR PROTECTING ALL GAS COLLECTION PIPING, LEACHATE INJECTION PIPING AND INSTRUMENTATION DURING CONTRACTOR'S ACTIVITIES.
- FINAL COVER SOIL GRADES SHOWN ARE FINAL INTERMEDIATE SOIL PLACED BY CONTRACTOR. COUNTY MAY REVISE DRAWINGS TO LOWER THE FINAL INTERMEDIATE SOIL AND WASTE GRADE AT A LATER TIME.
- FINAL CONTOURS AND ACCESS ROAD ARE SHOWN ON THIS PLAN. CONTRACTORS MAY INCORPORATE INTERIM ACCESS ROADS FOR CUSTOMERS OR EQUIPMENT ACCESS.
- WASTE PLACEMENT SHALL BE IN ACCORDANCE WITH DETAILS 4 AND 5 ON DRAWING D3.
- FILLING IN UNIT 6D1 MAY BE DURING SUMMER 2022.

LEGEND:

- ⊙ D2 EXISTING LANDFILL GAS WELLS TO BE EXTENDED BY CONTRACTOR
- EXISTING ABOVE GROUND LANDFILL GAS PIPE
- 75 EXISTING MAJOR CONTOUR LINE - 5' INTERVAL
- EXISTING MINOR CONTOUR LINE - 1' INTERVAL
- 75 FUTURE MAJOR CONTOUR LINE - 10' INTERVAL
- FUTURE MINOR CONTOUR LINE - 2' INTERVAL
- FUTURE GRADE BREAK
- EROSION CONTROL MAT
- OW18 MONITORING WELL TO BE PROTECTED
- FLOWLINE OF DRAINAGE DITCHES

NOT FOR CONSTRUCTION
 ISSUED FOR RFP ADDENDUM 2



S:\WMA\Administration\Operations contract 2022\Plans\WMU6D1 contingency plan.dwg 1-31-22 01:16:10 PM kshim



TRANSMISSION

Urgent Action Needed Original will follow by mail As You Requested For Your Information

DATE: May 27, 2021

TO: Ramin Yazdani, PhD, P.E.
Director – Division of Integrated Waste Management
County of Yolo - Department of Community Services
Division of Integrated Waste Management
Tel: (530) 666-8852
Email: Ramin.Yazdani@yolocounty.org

FROM: Raida Terencio, Research Data Analyst II

SUBJECT: Request for Special Prevailing Wage Determination
Solid Waste Placement, Compaction and Cover Operations
Located at Yolo County Central Landfill

PAGES: 3

MESSAGE

In response to your facsimile request received in our office on April 19, 2021, we have enclosed the **Special Determination S-2021-02** for the craft(s)/classification(s) of **Landfill Equipment Operator: Heavy Duty Repairman/Welder, Hazardous Waste Technician, Front Loader Truck Operator, Heavy Duty Repairman/Welder Helper, Box Truck Operator, Sanitation Operator, Transfer Station Operator, Transfer Truck Operator, Utility Man/Helper, Transfer Station Attendant, and Recycle Operator/Yard Person** for the above referenced project in Yolo County.

Please note that this determination applies only to the project for which it was requested. This determination is issued based upon the information provided which indicates that the contract has not been let or signed for this project. If the construction contract is not signed and work is not scheduled to begin within twelve (12) months, please contact the Office of the Director – Research Unit for updated special determinations. If any call for bids has been made on this project, these rates will not apply and the General Prevailing Wage Determination must be used.

In the absence of a special determination, the awarding body should refer to the Director's General Prevailing Wage Determinations. In addition, please note that any extension or renewal of this contract will require the issuance of either new special prevailing wage determinations or the use of the general prevailing wage determinations in effect on the date the contract is extended or renewed.

We hope this addresses your concerns in this matter. If you have further questions, please contact the Office of the Director Research Unit at (415) 703-4774 or fax your request at (415) 703-4771. You may also visit our website at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> to obtain current prevailing wage information.

rt:sr

EXHIBIT F

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

Issue Date: May 27, 2021

Determination: S-2021-02

Craft: Landfill Equipment Operator

Reference: 63-3-16

Project: This prevailing wage determination is being issued pursuant to a request received on April 19, 2021 from the County of Yolo for Yolo County Central Landfill. This wage determination applies only to the project(s) for which it was requested. If this contract is modified or extended, a new determination will be required.

Wage Rates:

<u>Classification(s)</u>	<u>Basic Straight-Time Hourly Rate</u>
Heavy Duty Repairman/Welder	\$28.54**
Hazardous Waste Technician	\$28.54**
Heavy Duty Repairman and/or Welder Helper	\$28.00**
Transfer Station Operator	\$28.00**
Transfer Truck Operator	\$28.00**
Box Truck Operator	\$28.00**
Front Loader Truck Operator	\$28.00**
Utility Man	\$28.00**
Sanitation Operator	\$28.00**
Transfer Station Attendant	\$25.04**
Recycle Operator/Yard Person	\$22.67**

Employer Payments: (Labor Code Section 1773.1)

Health & Welfare: \$8.69 per hour

Pension: \$6.68 per hour

Holiday: Nine (9) paid holidays or: Heavy Duty Repairman/Welder and Hazardous Waste Technician, \$0.99 per hour; Heavy Duty Repairman/Welder Helper, Transfer Station Operator, Transfer Truck Operator, Box Truck Operator, Front Loader Truck Operator, Sanitation Operator, Utility Man, \$0.97 per hour; Transfer Station Attendant, \$0.87 per hour; Recycle Operator/Yard Person, \$0.78 per hour.

Vacation: 1 week after 1 year, 2 weeks after 2 years, 3 weeks after 10 years, 4 weeks after 15 years, and 5 weeks after 20 years or:

Heavy Duty Repairman/Welder, and Hazardous Waste Technician: After 1 year, \$0.55 per hour; after 2 years, \$1.10 per hour; after 10 years, \$1.65 per hour; after 15 years, \$2.19 per hour; after 20 years, \$2.74 per hour.

Heavy Duty Repairman/Welder Helper, Transfer Station Operator, Transfer Truck Operator, Box Truck Operator, Front Loader Truck Operator, Sanitation Operator, Utility Man – After 1 year, \$0.54 per hour; after 2 years, \$1.08 per hour; after 10 years, \$1.62 per hour; after 15 years, \$2.15 per hour; after 20 years, \$2.69 per hour.

Transfer Station Attendant – After 1 year, \$0.48 per hour; after 2 years, \$0.96 per hour; after 10 years, \$1.44 per hour; after 15 years, \$1.93 per hour; after 20 years, \$2.41 per hour.

Recycle Operator/Yard person – After 1 year, \$0.44 per hour; after 2 years, \$0.87 per hour; after 10 years, \$1.31 per hour; after 15 years, \$1.74 per hour; after 20 years, \$2.18 per hour.

Paid Sick Leave: Six (6) paid sick days per year or:

Heavy Duty Repairman/Welder, and Hazardous Waste Technician: \$0.66 per hour.

Heavy Duty Repairman/Welder Helper, Transfer Station Operator, Transfer Truck Operator, Box Truck Operator, Front Loader Truck Operator, Sanitation Operator, Utility Man: \$0.65 per hour.

Transfer Station Attendant: \$0.58 per hour.

Recycle Operator/Yard Person: \$0.52 per hour.

Straight-time Hours:

Eight (8) hours per day. A week's work shall consist of five (5) consecutive days.

Overtime Rate:

All work performed in excess of 8 hours per day and on the 6th day shall be paid at one and one-half times (1½X) the basic hourly rate. All work performed in excess of twelve (12) hours per day and on the 7th day shall be paid double (2X) the straight-time hourly. Work on a holiday shall be paid at one and one-half (1½X) times the basic hourly rate in addition to the regular day's pay. Work in excess of 8 hours on a holiday shall be paid at two and one-half (2½) times the basic hourly rate.

Recognized Holidays:

New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and one Floating Holiday. Should any of these holidays fall on Sunday, the following Monday shall be considered a paid holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered as a paid holiday.

Travel and Subsistence:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

** Effective on December 1, 2021, there will be an increase of \$0.85 to wages and/or fringes.

Effective on December 1, 2022, there will be an increase of \$1.05 to wages and/or fringes.

There are no further increases applicable to this determination.

VALUES OF YOLO COUNTY

DOING RIGHT BY PEOPLE

We are in the “people” business. Our success is determined by those we serve and is achieved by those of us who work here. In order to earn the trust, confidence and support of those we serve and those who do the work, all are entitled to be treated with respect, dignity, courtesy, enthusiasm and responsiveness. One way we treat each other right is by finding ways to support each other. Another way is by doing right by ourselves--making sure that we stay physically and mentally fit. Commitment to the highest standards of ethics and integrity is also essential if we are to do right in our relationships with people.

STRIVING ALWAYS TO BE BETTER

Cost-consciousness is what we stand for. We are thrifty with public money and continuously seek to find the most efficient and productive ways to deliver our services. Our organization must have an environment within which creativity and innovation can flourish; where prudent and planned risk-taking is encouraged. We recognize that we, as human beings, can never be perfect--and that means we can always get better. And we understand that we are better only as the people we serve believe we are better.

MAKING DEMOCRACY WORK

Democratic values must be an integral part of how we function as an institution. The better informed the public is about the county, the more intelligent their judgments about us will be. Thus, all of us have an obligation to be the best source of information about Yolo County as we can be. And beyond that, we must constantly improve our ability to communicate with each other and with the public about what we do, how well we do it and how we are trying to do it better. We welcome public involvement, public scrutiny, cooperative efforts with public and private entities, public-private partnerships and openness in all our communications. We should set the kind of example and exhibit the kind of pride in our work that earns the trust and confidence of all our citizens.

CREATING AND NURTURING DIVERSITY

We value our differences as much as we value what we have in common. Understanding diversity and appreciating differences can help us provide the quality of services expected of us by the public. We seek diverse individuals to join and strengthen our organization and we strive to create a work environment that nurtures and encourages good people to remain a part of our Yolo County team.



EXHIBIT H

BOND DOCUMENTS

PART 1 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in Contract No. _____ for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of THREE-MILLION FIVE-HUNDRED THOUSAND DOLLARS , (\$3,500,000), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

The term of this Bond shall be one year (5/1/22 – 4/30/23). However, at least six (6) months prior to the expiration of this term, the Contractor must provide another annual bond with a term beginning on the date the term of this bond ends.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of

Surety hereunder shall continue so long as any obligation of Contractor remains during the term of this bond. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15 during or after the term of this bond.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____,
20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium
charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety
and Agent or Representative for
service of process in California)

PART 2 - PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to _____ ("Contractor/Principal") a contract (County Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, _____, _____ the undersigned Contractor/Principal, and _____, ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of THREE-MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$3,500,000), for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor

by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

The term of this Bond shall be one year (5/1/22 – 4/30/23). However, at least six (6) months prior to the expiration of this term, the Contractor must provide another annual bond with a term beginning on the date the term of this bond ends.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

_____ (SEAL)
Contractor/Principal

By: _____
Contractor/'s Representative

Contractor/Principal's Address

City, State, Zip

_____ (SEAL)
Surety

By: _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.