

# WASTE DISPOSAL CONTRACT



## CONTRACTOR AND COUNTY OF MONO

### Permitted Waste Disposal Services at [insert name of Disposal Facility]

**Contract Date:** \_\_\_\_\_, 2021  
**Commencement Date:** January 1, 2023  
**Expiration Date:** 7 years from Commencement Date  
**Option to Extend:** One 3-year Option to Extend

## INTRODUCTION

### Disposal Contract

This Disposal Contract is a complementary part of the Master Contract between Contractor and County.

- (1) The **Master Contract** provides general contract administration and enforcement.
- (2) This **Disposal Contract** provides for disposal of permitted waste collected in unincorporated areas of Mono County, delivered to the Transfer Station, transferred into transport containers, and transported to the Disposal Facility for disposal.

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## PREAMBLE

County of Mono, a political subdivision of the State of California (County), and xxx, [a California corporation], (Disposal Contractor) enter into this Waste Disposal Contract as of the Contract Date.

**Contract Date** is the date identified on the cover of this Waste Disposal Contract

**Commencement Date** is the date that County Notifies Transport Contractor to begin providing transport services when the Transfer Station begins operations.

**Expiration Date** is the date 7 years following the commencement date, unless County exercises its option to extend in 2.01.

**Disposal Facility** is the landfill identified on the cover of this Disposal Contract and in the Glossary.

## FINDINGS

The County Board determines and finds the following:

1. **Landfill Closure.** As of January 1, 2023, County can no longer dispose of waste at Benton Crossing Landfill.
2. **Replacement.** In-County waste disposal at Benton Crossing Landfill (BCLF) with transfer and long-haul transport to out-of-County disposal site will be replaced by entering into services contracts for:
  - A. Transfer
  - B. Long-Haul Transport, and
  - C. Disposal.
3. **Contract for Waste Disposal Services.** Under this Contract, County procures services to dispose of waste at the Disposal Facility. County will pay the Disposal Contractor's disposal service fees from tipping fees charged at the Transfer Station, not from the County's general fund.

## Glossary

Words in this Disposal Contract have the meanings given in the Master Contract and this Glossary, whether they are capitalized or in lower case font.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>annual report</b>	10.01b
<b>breach</b>	13.01
<b>Closure and Post-closure Plan</b>	4.04d(1), Exhibit 4.04d(1)
<b>commencement date</b>	Cover, Introduction; or other date in County Notice to Contractor depending on commencement date of the Transfer Station.
<b>compensatory damages</b>	14.03b(1)
<b>containers</b>	3.05
<b>contract date</b>	Preamble, cover
<b>backup disposal service</b>	3.02
<b>County</b>	Preamble
<b>deliver, delivered, delivery</b>	3.01b
<b>dispose, disposal</b>	3.01b
<b>Disposal Contract</b>	This contract, including all exhibits and attachments, as may be amended
<b>Disposal Contractor</b>	Preambles
<b>Disposal Facility</b>	Named on the cover of this Contract at the address listed on Attachment 3.01a
<b>disposal service fee</b>	8.01a
<b>disposal service fee payment date</b>	8.01b
<b>Disposal service fee Schedule</b>	8.01 / Attachment 8.01
<b>Disposal Service Plan</b>	3.01b
<b>disposal services</b>	3.01b See also "services" in Glossary of Master Contract.

<b>event of default</b>	13.02
<b>Free Dump Day</b>	3.06
<b>garbage and trash</b>	Glossary in Master Contract
<b>key personnel</b>	4.05 / Attachment 4.05
<b>letter of credit</b>	12.02, Attachment 12.02
<b>liquidated damages</b>	14.03b(2)
<b>Master Contract</b>	The agreement by that name between County and Disposal Contractor
<b>monthly report</b>	10.01a
<b>performance standards</b>	4.01
<b>permits</b>	4.04
<b>permitted waste</b>	3.01a
<b>receiving hours</b>	3.01b
<b>records</b>	9.02a
<b>disposal service fee</b>	8.01; Attachment 8.01
<b>Service Plan</b>	Disposal Service Plan
<b>source separated</b>	3.01a
<b>tipping fee</b>	disposal service fee
<b>Transport Contractor</b>	The contractor named in the Transport Contract with the County
<b>unpermitted waste</b>	Materials that are not permitted waste
<b>Vehicle Turn-Around Standard</b>	3.06

## ARTICLE 1 – CONTRACT RIGHTS and OBLIGATIONS

[Sections 1.01, 1.02 and 1.03 Intentionally Omitted.]

### 1.04 Representations and Warranties

Contractor confirms its representations and warranties under the Master Contract and makes the additional representations as of the contract date and warrants throughout the Contract, as follows. If the Contractor subcontracts for disposal services, the subcontractor must make these representations and warranties:

- a. The Disposal Facility has capacity to dispose of permitted waste delivered by the County together with additional permitted waste that Disposal Contractor accepts from others, until the expiration or termination of this Contract.
- b. The Disposal Contractor designed, operates and maintains the Disposal Facility in compliance with law, including RCRA Subtitle D; and it meets [or exceeds] Subtitle D standards, including composite bottom liner, leachate collection, landfill gas emission monitoring and active collection.
- c. If the Disposal Facility is located outside of the geographic boundaries of the County, the Disposal Facility can accept garbage and trash under this Contract.
- d. Disposal Contractor does not knowingly accept unpermitted waste.

## ARTICLE 2 – TERM

### 2.01 Term and Option to Extend

The term of this Contract begins on the contract date and ends upon the expiration of this Contract, as indicated on the cover of this Contract.

County may extend the term at its sole option one or more times, for a total period no greater than 3 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. *For example, the County could extend the term for:*

- a. *2 years and then 1 year (for a total of 3 years), or*
- b. *Merely 2 years (without exercising right to extend a third year).*

### 2.02 Survival of Obligations

- a. **Cooperation During Transition to New Contractor.** When this Disposal Contract expires or terminates Disposal Contractor will cooperate fully with County and succeeding contractor(s), licensee(s), permittee(s) or anyone else providing similar permitted waste disposal services.

**b. Disposal Records.** Disposal Contractor acknowledges that County may need records in the future with respect to claims, including actions under state and federal law against the County with respect to materials generated in County and transported to the Disposal Facility. Cooperation includes giving County records kept under this Disposal Contract promptly upon County request, in the format specified by the County.

**c. Future Agreements.** This Section does not preclude County, at its discretion, from entering into a succeeding agreement with Disposal Contractor to provide garbage and trash management services like disposal services.

## ARTICLE 3 – SCOPE OF DISPOSAL SERVICE / SPECIFICATIONS

### 3.01 Disposal Services

**a. Disposal Service.** Disposal Contractor will provide disposal services under this Contract for garbage and trash and other permitted waste that may be mingled with garbage and trash at the Disposal Facility.

**disposal service** means *all* of Disposal Contractor’s “disposal service” obligations, requirements, responsibilities, duties, and liabilities under this Contract, and as defined in the Master Contract.

Contractor does not have the right to provide disposal services for permitted waste separated from garbage and trash, such as the following materials:

- recyclables,
- organic, green, yard or food waste, and
- materials handled under Materials Management Contracts with the County, and
- any other type of separated, permitted waste.

**separated** means separated from permitted waste, refuse and garbage.

**permitted waste** is defined in the Glossary of Master Contract (permitted waste that the disposal facility is permitted to accept under law, including its permits).

**garbage and trash** are defined in the Glossary of the Master Contract (i.e., discarded refuse, both putrescible and non-putrescible, and other permitted materials that may be mingled with the garbage and trash).

**b. Disposal Services Plan.** Disposal Contractor will provide disposal services under its Disposal Services Plan. Disposal Contractor will direct employees to work overtime and/or add extra shifts, as necessary, without service fee increase, to assure timely implementation

of the Disposal Services Plan. Prior to beginning disposal services when requested by County, Disposal Contractor will submit weekly status reports to the County on Plan implementation. Promptly upon County request, will meet with the County to review implementation progress. Disposal Contractor will annually update the Disposal Services Plan to reflect changes in operations.

**dispose** means final deposition of discarded permitted waste.

**deliver** means to discharge and leave at the intended destination.

**receiving hours** is [INSERT FROM PROPOSAL]

**Disposal Service Plan** is described under Attachment 3.01b.

c. **Disposal Guaranty.** Contractor will accept and dispose of all permitted waste delivered during receiving hours by County’s Transport Hauler at the Disposal Facility under Contractor’s Services Plan.

**Disposal Guaranty** is Disposal Contractor’s obligation under this Section.

### 3.02 Back-up Disposal Service

a. **Back-up Disposal Services.** If Contractor cannot provide disposal services at the Disposal Facility for any reason (other than uncontrollable circumstances), Contractor without increasing the service fee, will immediately notify County and provide back-up disposal service, including both of the following:

1. **Site:** directing customers to deliver permitted waste to a back-up disposal site identified in Attachment 3.02a on the contract date or other site satisfactory to County following the contract date; and
2. **Disposal Service:** dispose of all permitted using best efforts to maintain the same performance standards that it would use at the Disposal Facility, (such as, performing load checking).

b. **Compensatory Damages.** Contractor will pay County ½ of compensatory damages under Section 14.01.

**[See Section 3.02 Emergency Assistance, in the Master Contract.]**

**[See Section 3.03 Change in Services / Change Order, in the Master Contract.]**

**[See Section 3.04 Vehicles, in the Master Contract.]**

### 3.04 Access

County and its representatives may do both of the following:

1. enter, observe and inspect Contractor's operations at the Disposal Facility any time during Disposal Facility operations; and
2. conduct studies or surveys of permitted waste that it delivered there and meet with those facilities' manager(s) or his or her representatives at any time.

County and its representatives must comply with Contractor's reasonable safety and security rules and not interfere with Contractor's work. Disposal Contractor will ensure that its employees cooperate with the County and respond to the County's inquiries.

### 3.05 Weighing

**a. Recording Weight.** Disposal Contractor will weigh the County's transport containers (which may be a truck) when it arrives at the scale house at the Disposal Facility and print a weight ticket indicating at a minimum:

- transport container number,
- the gross weight of the filled transport container before unloading,
- the tare weight of the empty transport container after unloading,
- the net weight of the permitted waste that is the basis for calculating the disposal service fee,
- time of unloading, and
- date of unloading.

Disposal Contractor may establish tare weights for identified vehicles. It will corroborate tare weights at least semi-annually or upon County request.

**"containers"** means the receptacles that hold the garbage and refuse delivered to the Disposal Facility, including drop-boxes and transfer trailers.

**b. Scale.** Disposal Contractor will maintain a state-certified motor vehicle scale in accordance with law. If the permanent scale is inoperable, being tested or is otherwise unavailable, Disposal Contractor will substitute portable scales until the permanent scale is replaced or repaired. Disposal Contractor will arrange for the inoperable scale to be repaired as soon as possible.

**c. Estimates.** Pending substitution of portable scales or during power outages, Disposal Contractor will base tonnage on the weight tickets for transport containers generated at the Transfer Station, or at direction of County, use the monthly average of each transport container's recorded weight delivered over the past 12 months.

#### d. Testing.

1. Disposal Contractor will test and calibrate all scales:
  - in accordance with law, but at least every 12 months, and
  - within one week of County request.
2. Disposal Contractor will promptly give County test results.
3. County Request.
  - **Pass.** If the results of a test requested by County indicate that the scale complies with law, the County will pay Disposal Contractor reimbursement costs of the tests. Disposal Contractor will request reimbursement for the same amount of money that it paid any subcontractor, without markup.
  - **Fail.** If the results indicate that the scale did *not* comply with law, Disposal Contractor will pay the costs of the tests and County is not obligated to reimburse Contractor. Disposal Contractor will correct all of County's weigh tickets issued since the last correct scale test at its own cost.
4. Disposal Contractor will pay for all other tests, including those required under law or this Contract, or at Contractor's own initiative.

### 3.06 Vehicle Turn-Around Standard

Disposal Contractor will:

- weigh County's Transport Hauler's trucks, and
- allow them to discharge garbage and refuse and leave the Disposal Facility all within 30 minutes from the time County's containers arrive at the entrance to the Disposal Facility (or at the end of any line forming at the entrance to the Disposal Facility), *plus* any time that drivers park, including drivers' choice to use restroom facilities or make calls.
- Disposal Contractor will allow drivers to use restroom facilities and park for at least 20 minutes.

**"Vehicle Turn-Around Standard"** is the commitment that Contractor makes in this subsection.

### 3.07 Free Dump Day

Once each year Disposal Contractor will accept and dispose of permitted waste that County's Transport Hauler delivers to the Disposal facility without any charge.

## ARTICLE 4 – DISPOSAL SERVICE STANDARDS

[See Section 4.01 Solid Waste Management, in the Master Contract.]

[See Section 4.02 County Review, in the Master Contract.]

### 4.03 Responsiveness to County

County may communicate directly with a subcontractor regarding disposal services if it reports the communication to Disposal Contractor.

### 4.04 Compliance with Law

- a. **Acknowledgement.** Disposal Contractor acknowledges that County may incur liabilities with respect to permitted waste generated in the County and delivered to the Disposal Facility.
- b. **Operation.** Disposal Contractor will operate, close, and maintain the Disposal Facility under law until closure of the Disposal Facility. This obligation survives the expiration or termination of this Disposal Contract.
- c. **Permits.** Disposal Contractor will procure and maintain permits required under law, including those listed in Attachment 4.04c.
- d. **Closure and Post-Closure.**
  1. **Plan.** Disposal Contractor will close, maintain and monitor the Disposal Facility in accordance with its Closure and Post-Closure Plan for the period provided in the plan or a period of 30 years following closure, whichever is greater. It will update the Plans under law.

**Closure and Post-Closure Plan** is Attachment 4.04d(1) included in the copy of this Disposal Contract filed in the Office of the County Clerk.

2. **Financial Assurances.** Disposal Contractor will obtain financial assurances in the amounts required by law deposited in a trust fund or other means approved by regulatory agencies.
3. **Annual Update.** Promptly upon County request Disposal Contractor will give County copies of the current Closure and Post-closure Plans and financial assurances including schedules with cost estimates, allowances for inflation and accumulation of interest.

4. **Disposal Contractor Payment of Closure Obligations.** Disposal Contractor will fully and timely pay for closure and post-closure of the Disposal Facility. Disposal Contractor will not seek contribution to, or reimbursement of any expenses related to the Disposal Facility, including closure and post-closure costs and civil litigation (including for nuisance), from County. By executing this Disposal Contract, Disposal Contractor releases the County from any obligation or liability to make those payments, regardless of the accuracy or adequacy of Contractor's estimate of the disposal fee, and funding of Closure and Post-closure Plans and any other contingency reserve. If a regulatory agency or other person obligates the County to make payments, Disposal Contractor will reimburse the County within 30 days of the County's request.

5. **Survival.** Contractor's obligations in this section survive termination or expiration of this Disposal Agreement.

#### 4.05 Key Personnel

Contractor's key personnel are listed in Attachment 4.05.

#### 4.06 Subcontractors

**[See Section 4.02 County Review, in the Master Contract.]**

##### a. Identification.

1. Disposal Contractor has listed its subcontractors as of the contract date in Attachment 4.06b. Disposal Contractor has attached a copy of its subcontract with each subcontractor to Attachment 4.06b. Subcontractors must provide their subcontracted services in the same manner as the corresponding disposal services in this Disposal Contract whether "subcontractor" is referenced explicitly.
2. **After the Contract Date.** If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with permission of the County.
3. **Acknowledgement.** A subcontractor that provides disposal services will sign the execution page of this Disposal Contract acknowledging that it has read this Disposal Contract and provide disposal services under this Disposal Contract.

[See *Sub-Sections c. Emergencies, and d. Obligations, in the Master Contract.*]

- b. **Subcontract.** Transport Contractor will append copies of its subcontracts to Attachment 4.06b.

#### 4.07 Criminal Conduct

Disposal Contractor will ensure that its subcontractor complies with its obligations under Attachment 4.07 of the Master Contract. Subcontractor's Related Parties are listed on Attachment 4.07.

#### 4.08 Unpermitted Waste Handling

- a. **Unpermitted Waste Handling Protocol.**

Disposal Contractor will give County a copy of its or its subcontractor's waste load check / unpermitted waste handling protocol promptly upon County request.

[ARTICLE 5 – Reserved]

[ARTICLE 6 – Reserved]

### ARTICLE 7 – OWNERSHIP OF PERMITTED WASTE; DISCLAIMERS

[See *Article 7, in the Master Contract.*]

### ARTICLE 8 – DISPOSAL SERVICE FEES

#### 8.01. Disposal Service Fees

- a. **Amount.** County will pay disposal service fees monthly from the County's solid waste enterprise fund.

**disposal service fee** is in the Disposal Service Fee Schedule.

**Disposal Service Fee Schedule** is in Attachment 8.01

## 8.02 Adjustment

Disposal service fees will be adjusted under Section 8.02 of the Master Contract and Attachment 8.02 of this Disposal Contract.

*[See Sections 8.03 Offsets, and 8.04 Payment Protocol, in the Master Contract.]*

## ARTICLE 9 – RECORDS

*[See Section 9.01 Acknowledgements, in the Master Contract.]*

### 9.02 Maintenance

- a. **Information.** Disposal Contractor will keep records required under the Master Contract and this Section.

SECTION	RECORD
3.05 / 8.01	Weight receipts for permitted waste delivered by from County and accepted by Disposal Contractor at the Disposal Facility including: <ul style="list-style-type: none"> <li>• gross and tare weight of the containers (or trucks) that deliver the permitted waste, with identification of vehicle (for example, Transport Hauler 's assigned truck number or the license plate number),</li> <li>• tons of delivered permitted waste,</li> <li>• tons of rejected permitted waste, with reason for rejection, and</li> <li>• time and date of delivery.</li> </ul>

- b. **Back-up.** Contractor will keep copies of records in a location separate from the primary storage location.

### 9.03 Retention

- a. **Acknowledgment.** Contractor re-acknowledges that County needs accurate and complete records of materials that Contractor handled under this Disposal Contract, including to respond and defend claims under CERCLA.

*[See Sub-Section 9.02 c. Types; d. Inventory; e. Back-up, in the Master Contract.]*

## ARTICLE 10 – REPORTS

[Section 10.01 Intentionally Omitted.]

### 10.02 Timing, Form, and Content

- a. Monthly Reports.** In its monthly report Disposal Contractor will include:
- Information required in the Master Contract,
  - A summary of the daily weigh receipts and any other daily records,
  - Number of transport container loads transported to the disposal facility.
- b. Annual Reports.** In its annual report Disposal Contractor will include the following information and statements:
- Information required in the Master Contract and the quarterly reports that are due at that time,
  - An update on schedule of estimated financial assurances for Closure / Post-Closure and then-current funding therefor;
  - An update on remaining estimated capacity of the Disposal Facility;
  - A review of new rules or regulations that would impact on operational, closure, or post-closure costs of the Disposal Facility;
  - Discussion of items of improvement to the Disposal Facility and a summary of the impacts such improvements would have on costs;
  - A review of the performance of investments of closure and post-closure funds; and
  - An analysis of the adequacy and financial status of closure and post-closure funds (every other year).
- c. Inventory.** Disposal Contractor will maintain a current inventory including:
- computer hardware and software for record-keeping, including weighing transport containers and preparing bills.

## **ARTICLE 11 – INDEMNIFICATION**

### **11.01. Obligations**

Disposal Contractor will indemnify, release and hold harmless, and defend County under the Master Contract. Under this Disposal Contract its indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify County from liability.

### **11.02 Liabilities**

Disposal Contractor will include in the indemnification defense that Disposal Contractor makes in the Master Contract, the following Liabilities (defined in the Master Contract):

- a. Liabilities that result or are claimed to have resulted directly or indirectly from, or are or attributable to:
  - any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental ) concerning any unpermitted waste at; including the Disposal Facility; liabilities arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless whether directed by a regulatory agency) at the Disposal Facility. Examples include remediation of surface or ground water, and contamination and replacement or restoration of natural resources, or
  - Closure of all or part of the Disposal Facility, and
- b. Liabilities, whether:
  - those liabilities occur in one or more instance,
  - those liabilities are threatened or have transpired,
  - Disposal Contractor is negligent or otherwise culpable, or
  - those liabilities those liabilities are litigated, settled or reduced to judgment,

## **ARTICLE 12 – INSURANCE AND FINANCIAL ASSURANCE**

### **12.01 Insurance**

In addition to carrying insurance under the Master Contract, Disposal Contractor (or its subcontractor) will carry insurance under Attachment 12.01.

## 12.02 Letter of Credit

[See *Section 12.02a Term*, in Master Contract.]

**b. Amount.** During the first contract year “Stated Amount” of a letter of credit is listed in Attachment 12.02a, and the letter of credit is attached as Exhibit 12.02. Disposal Contractor may aggregate this stated amount with other letters of credit under the Master Contract.

[See *Section 12.02 c. Draw*, in Master Contract.]

[Section 12.03 Intentionally Omitted.]

## 12.04 Further Assurance

In addition to the assurances under the Master Contract, Contractor will provide reasonable assurances if any regulatory agency issues a notice, order, or other form of obligatory action, for either or both of the following:

- to prohibit Disposal Contractor from accepting and disposing of permitted waste, or
- to require Disposal Contractor to close the Disposal Facility.

## ARTICLE 13 – BREACHES AND DEFAULTS

[See *Section 13.01 Breach*, in the Master Contract.]

### 13.02 Default

In addition to Defaults under the Master Contract, the following are Defaults under this Contract:

EVENT OF DEFAULT		TERMINATION DATE (# days following County notice to contract of default)
(1) Failure to dispose	Disposal Contractor fails to provide contract services, including accepting and disposing of permitted waste: <ul style="list-style-type: none"> <li>• 3 or more consecutive days following any request from the transfer station; or</li> <li>• 7 days in the aggregate from the contract date</li> </ul> <i>unless</i> due to uncontrollable circumstances.	30 days

**event of default** means each item listed in the Master Contract and the previous table.

## ARTICLE 14 – REMEDIES / ENFORCEMENT.

[See *Section 14.01 Remedies*, in the Master Contract.]

[See *Section 14.02 Injunctive Relief*, in the Master Contract.]

### 14.03 Damages

**a. Compensatory.**

Disposal Contractor will pay County the following damages:

Section	Damage
3.01	County’s reimbursement cost of transporting permitted waste to another disposal location in excess of its cost of transporting it to the Disposal Facility;
3.01	County’s reimbursement cost of disposing permitted waste at another disposal site in excess of its cost of disposing it at the Disposal Facility.

**b. Liquidated.**

The Parties repeat the acknowledgments they made in the Master Contract. Therefore, Disposal Contractor will pay County any or all of the following liquidated damages by the time under the Master Contract.

Section	Failure	Amount
3.01	For three or more failures in any 12-month period to dispose of permitted waste delivered by County.	\$250 for the third failure, increasing by \$100 for each additional failure
3.01	Failure to dispose of permitted waste delivered by County for 2 or more consecutive days.	\$250 on second day, increase by \$100 for each additional failure

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Master Contract and this Disposal Contract was made.

Contractor

County

Initial Here: \_\_\_\_\_

Initial Here: \_\_\_\_\_

**“Failure”.** In this section one “failure” means each occurrence of specified breach, not for aggregate instances of those individual breaches. (For example, failure to make containers available for loading two times in one day is two breaches).

**ARTICLE 15 – GENERAL PROVISIONS**

**[Section 15.01 Intentionally Omitted.]**

**15.02 Notices**

Parties provide their addresses for Notices as of the contract date in Attachment 15.02.

**[See Section 15.03 Transfer of Contract, in the Master Contract.]**

**[See Section 15.04 Amendments, in the Master Contract.]**

**15.05 Representatives**

The Disposal Contractor and County Representatives are named in Attachment 15.05.

## ARTICLE 16 – EXECUTION OF CONTRACT

IN WITNESS WHEREOF, County has authorized and directed the Chair of the Board of Supervisors to sign this Contract. Disposal Contractor has authorized and directed its duly authorized officers to sign this Contract. This Disposal Contract is dated the contract date stated on the cover of this Contract.

<p><b>COUNTY OF MONO</b></p> <p>By: _____ Chair of the Board Type or Print Name:</p> <p>Attest: _____ County Clerk Type or Print Name:</p>
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<p><b>Contractor</b></p> <p>By _____ President: Type or Print Name:</p> <p>ATTEST: _____ Secretary: Type or Print Name:</p>
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<p><b>Subcontractor Representation and Warranty:</b> I represent that have read this Disposal Contract and warrant that subcontractor can provide disposal services.</p> <p><b>Subcontractor</b></p> <p>_____</p> <p>President: Type or Print Name:</p> <p>ATTEST: _____ Secretary: Type or Print Name:</p>
---

### ATTACHMENT 3.01a Disposal Facility

Name	
Address	
Owner	
Operator	
Contact name (individual)	
Contact phone	
Contact email	
Contract Name	
Work Phone	
Emergency Phone	
Email Address	
Street Address	

## **ATTACHMENT 3.01b Disposal Service Plan**

Contractor will include in the attached Disposal Service Plan all of the following:

- a.** Delivery protocol: weighing at gate house, record keeping information;
- b.** Discharge protocol: route from gate house to active face of landfill; discharge of waste; return route; and
- c.** load checking protocol.

## **ATTACHMENT 3.02a Back-up Disposal Service Plan**

Contractor will include its Back-up Disposal Service Plan to provide disposal service if the Disposal Facility is not accepting waste.

## **ATTACHMENT 4.04c Permits**

Contractor, attach copies of any permits not appended to County Clerk's copy of this Disposal Agreement, such as the following permits:

1. Permitted Waste Facility
2. AQMD or other applicable Air Permit

## **ATTACHMENT 4.04d Closure and Post Closure Plan**

The Closure and Post Closure Plan is attached to Attachment 4.04d(1) of the copy of this Disposal Contract filed in the Office of the County Clerk.

Promptly upon County request Disposal Contractor will give County copies of the current Closure and Post-closure Plans including schedules with cost estimates, allowances for inflation and accumulation of interest.

## **ATTACHMENT 4.05 Key Personnel**

Disposal Contractor Representative

27

March 18, 2021 (SS)

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

Operations Manager / Supervisor

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to billing.

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

Individual responsible for submitting reports with respect to Contractor's disposal of permitted waste and providing information for reports such as DRS tonnage.

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

**Acknowledgment:** Disposal Contractor has submitted, and County has received, this list of Key Personnel as of the later of the following dates:

1. the contract date, evidenced by each of their signatures on the Contract, or
2. with respect to subsequent changes, the following date, as evidenced by their following signatures.

**ATTACHMENT 4.06b Subcontractors**

**a. Identification:**

[ATTACHED LIST PROVIDED BY DISPOSAL SUBCONTRACTOR]

**b. Copy of Subcontract**

If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with permission of the County.

**ATTACHMENT 4.07 Contractor's Related Parties**

**Contract Manager** means any or all of the following:

1. Contractor,

2. Contractor Representative
3. Contractor officers and directors,
4. the officers and directors of any direct or indirect parent corporation of Contractor, or
5. anyone in a Position of Influence

**Position of Influence** means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee Contract services or this Agreement, including any or all of the following:

1. **Contract administration:** reviewing or negotiating Contractor’s contracts (including this Agreement),
2. **Legal services:** providing in-house legal services with respect to Contract services or this Agreement,
3. **Budgeting:** preparing or overseeing Contractor’s operating and capital budget, or
4. **Policies / Procedures:** establishing policies and procedures related to the Criminal Conduct.

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	

Position	
----------	--

RELATED PARTY	
Name	
Position	

## ATTACHMENT 8.01 Disposal Service Fee Schedule

[INSERT FROM PROPOSAL, including rate for hauling to farther disposal facility (i.e., possible back-up)]



## ATTACHMENT 8.02 Disposal Service Fee Adjustments

### a. Annual Service Fee Adjustment

The disposal service fee will be adjusted annually for changes in the CPI (as defined in the Glossary of the Master Contract) under the Master Contract and this Attachment.

Example: (See Master Contract for definitions and links to indices.)

- Numbers are hypotheticals, not derived from historical indices.
- The adjustment of the Transfer Service Fee is being calculated in April 2027, to be effective July 1, 2027

**Table 1–Adjustment Due to Change in CPI.**

Calculate percent change in CPI (12-month average, not month-to-month)	April 1, 2026-March 31, 2027	220
	April 1, 2007-March 31, 2008	205
	Percent Change	2.27%
Adjustment to Service Fee Component		<b>2.27%</b>

### Adjusted Rate (Annual increase or decrease in CPI)

If the increase in the change of the CPI is 2.27% then a hypothetical disposal service fee of \$75.00/ton would be adjusted as follows:

$$\$75.00 + [2.27\% \times \$75.00] =$$

$$\$75.00 + \$1.70 =$$

$$\mathbf{\$76.70 = \text{adjusted service fee}}$$

### b. Adjustment Limitations.

If the parties agree or the Independent MSW Expert determines that a service fee adjustment requires Contractor expenditures or increased service fees that exceeds any of the following amounts, the Contractor or County whoever would experience the excess amount may terminate this Contract:

#### (1) Contractor’s Caps.

- **Caps on Capital Investment.** Contractor’s capital investment to effectuate the change in service would exceed:
- \$xxxx [INSERT: based on Disposal Contractor’s initial investment] at any one time or

- \$xxxx [INSERT: based on Disposal Contractor's initial investment] aggregated over the previous five years from the date of the determination, or
  - **Cap on Operating Costs:** Contractor's continuing expenses, such as labor, would be more than
  - xx% [INSERT: based on initial service fee] at any one time, or
  - xx% [INSERT: based on initial service fee] aggregated over the previous five years from the date of the determination.
- (2) **County Cap:** Tipping fee increases would be more than:
- 10% at any one time or
  - 25% aggregated over the previous five years from the date of the determination.

## ATTACHMENT 12.01 Insurance

1. **Commercial General Liability (CGL):** \$10 million umbrella coverage with endorsements providing “drop down” coverage solely for performance obligations effective when primary limits of General Liability described in the Master Contract are exhausted

2. **Broadened Auto Pollution Liability:**

- \$10 million umbrella coverage
- delete the pollution and/or the asbestos exclusion, and
- include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, and
- (unless waived by County Risk Manager) upset and overturn endorsement (e.g., MCS 90)

3. **Pollution / Environmental Impairment Insurance** covering the following: emission, discharge, release or escape of pollutants comprised of solid, liquid, gaseous or thermal irritants or contaminants (including waste materials to be recycled, reconditioned or reclaimed) into or upon land, the atmosphere or any watercourse or body of water, and reimbursement of cleanup costs in accordance with law because of environmental damages, with limits of \$10 million occurrence and \$10 million aggregate, and

**CGL Endorsement.** If coverage is under Commercial General Liability insurance, any endorsement required for County coverage.

**Claims-Made.** If coverage is on a claims-made basis, an endorsement covering County during the extended reporting-period.

**Subrogation.** Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.

**Cross-liability coverage:** Clearly evidence that policy provides cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations;

This obligation to maintain is pollution coverage survives the expiration or termination of this Contract. Disposal Contractor will maintain this pollution coverage, or equal coverage under a succeeding policy, until Contractor’s obligations under law for closure of the Disposal Facility are completed.

Disposal Contractor will give County a copy of the policy, or portion of the policy necessary for County to submit claims on County’s behalf,

- as of the contract date and

- promptly following any change in coverage.

Disposal Contractor may ask County to sign a confidentiality agreement before receiving the policy.

## ATTACHMENT 15.02 Notices

### Transport Contractor

Name  
Address  
Phone Number  
Email Address  
Contact Name

### County

Name  
Address  
Phone Number  
Email Address  
Contact Name

**ATTACHMENT 15.05 Parties' Representatives**

**a. Contractor**

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

**b. County**

County	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	