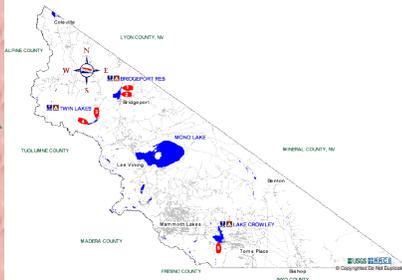


# TRANSPORT CONTRACT



## CONTRACTOR and County of Mono

**From: Transfer Station [at XXX]  
To: Disposal Facility [at XXX]**

**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

### Master Contract Transport Contract

This Transport 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 **Transport Contract** provides for transportation of permitted waste from:
  - the Transfer Station where County's Transfer Contractor loads waste delivered from the unincorporated County into truck-trailers (under a Transfer Contract) to
  - the Disposal Facility where County's Disposal Contractor disposes of that waste.

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## PREAMBLE

The County of Mono, a political subdivision of the State of California (**County**), and xxx, [a California corporation], (**Transport Contractor**) enter into this Transport Contract as of the contract date.

**contract date** is the date identified on the cover of this Transport Contract)

**commencement date** is the date that County Notifies Transport Contractor to begin providing transport service, depending on when the Transfer Station begins operations.

**expiration date** is the date 7 years following the commencement date, unless County exercises its option to extend the term under 2.01.

## FINDINGS

The County Board of Supervisors determines and finds the following:

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

## Glossary

For ease of contract administration in conjunction with the Master Contract, Article and Section numbering in this Transport Contract corresponds approximately to the Articles and Sections in the Master Contract with respect the same matter. Therefore, numbering in this Transport Contract may not be sequential.

Words in this Transport Contract have the meanings given 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>backup transportation</b>	3.08b / Transport Service Plan
<b>commencement date</b>	Cover and Preamble
<b>compensatory damages</b>	14.03b(1)
<b>contract date</b>	Cover, Preamble
<b>Contractor</b>	see "Transport Contractor"
<b>County</b>	Preamble
<b>deliver</b>	13.10
<b>Disposal Facility</b>	Cover / Attachment 3.01
<b>event of default</b>	13.02
<b>garbage and trash</b>	3.04c
<b>key personnel</b>	4.05 / Attachment 4.05
<b>letter of credit</b>	12.02 / Exhibit 12.02
<b>liquidated damages</b>	14.03b(2)
<b>Master Contract</b>	The agreement by that name between County and Transport Contractor
<b>monthly report</b>	10.01a
<b>operating hours</b>	3.06
<b>permits</b>	4.04
<b>permitted waste</b>	Glossary of the Master Contract; "transferable waste" under the Transfer Service Contract is permitted waste
<b>primary transportation</b>	3.08a / Transport Service Plan
<b>receiving hours</b>	3.06
<b>transport service fee</b>	See "transport service fee"

<b>transport service fee payment date</b>	See “transport service fee payment date”
<b>transport service standards</b>	4.01
<b>Services</b>	See “transport service”
<b>Transfer Station</b>	Cover / Attachment 3.01
<b>transferable waste</b>	Permitted waste handled under the Transfer Services Contract and loaded into transport containers for transport to the Disposal Facility
<b>transport</b>	3.01
<b>transport containers</b>	All equipment and rolling-stock used to transport permitted waste from the Transfer Station to the Disposal Facility, such as tractor-trailers, intermodal containers, flatcars, bogies and chasses.
<b>Transport Contract</b>	this Contract including all exhibits and attachments, as may be amended
<b>Transport Contractor</b>	Preambles
<b>Transport Fee Schedule</b>	8.01 / Attachment 8.01
<b>Transport Guaranty</b>	3.04c
<b>transport service fee</b>	8.01 / Attachment 8.01
<b>transport service fee payment date</b>	8.01b
<b>transport service</b>	3.01 See also “transport services”
<b>unpermitted waste</b>	Materials that are not permitted waste

## ARTICLE 1 – CONTRACT RIGHTS and OBLIGATIONS

[See Section 1.01 Exclusive, Limited, and Non-Exclusive Contracts, in the Master Contract.]

[See Section 1.02 Contract Fee, in the Master Contract.]

[See Section 1.03 Definition of Rights, in the Master Contract.]

### 1.04 Representations and Warranties

Contractor confirms its representations and warranties under the Master Contract and makes the additional representation as of the contract date and warranty throughout the Contract, as follows:

- a. The Transport Contractor has, and will have, the number of transport trucks and labor to transport permitted waste, until the expiration or termination of this Contract.

## ARTICLE 2 – TERM AND OPTION TO EXTEND

### 2.01 Term

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).*

[Section 2.02 Intentionally Omitted.]

## ARTICLE 3 – SCOPE OF TRANSPORT SERVICE / SPECIFICATIONS

### 3.01 Transport service

- a. **“Transport service”**. Transport Contractor will provide transport service, including loading at and transporting permitted waste from the Transfer Station, and transporting to and discharging it at the Disposal Facility. Transport Contractor will begin providing transport service on the date directed by County Notice given at least one month in advance.

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

**Transfer Station** is named on the cover of this Transport Contract and further identified in Attachment 3.01a.

**Disposal Facility** is named on the cover of this Transport Contract and further identified in Attachment 3.01a.

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

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

**separated** means removed from permitted waste.

**permitted waste** is defined in the Glossary of Master Contract (i.e., 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. Transport Service Plan.** Transport Contractor will provide transport service under its Transport Service Plan. Transport Contractor will direct employees to work overtime and/or add extra shifts, as necessary, without transport fee increase, to assure timely implementation of the Transport Service Plan. Prior to beginning transport service when requested by County, Transport Contractor will submit weekly status reports to the County on Plan implementation. Promptly upon County request, Transport Contractor will meet with the County to review implementation progress. Transport Contractor will annually update the Transport Service Plan to reflect changes in operations.

**transport** means to carry permitted waste from the Transfer Station to the Disposal Facility

**Transport Service Plan** means the plan described in this Section and in Attachment 3.01b

- c. Transport Guaranty.** Contractor will accept and transport all permitted waste loaded by County’s [transport-transfer](#) contractor at the Transfer Station.

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

[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.]

### 3.05 Transport Containers

- a. **Specifications.** Transport Contractor will provide, use, maintain, repair, inventory, and replace containers to provide timely transport service, including a sufficient number for loading at the Transfer Station when needed. Containers must meet the following specifications:
1. compatibility with Transfer Station operations, including compaction equipment, loading bay dimensions, and height limitations,
  2. meeting legal requirements for storage and transport of permitted waste, including covered loads, and leak-proof walls and floors
  3. usable for both primary transportation and back-up transportation,
  4. water-tight, so no liquid leaks out of the container, and
  5. covered to prevent:
    - blowing of litter out the top of the container and
    - vermin from entering the containers.

Transport Contractor warrants that that it will inspect the completed Transfer Station to confirm the compatibility of transport containers with Transfer Station dimensions.

**Containers** means the equipment to transport permitted waste from the Transfer Station to the Disposal Facility, including transfer trucks or truck-trailers.

b. **Cleanliness: Appearance and Health.**

Transport Contractor acknowledges that cleanliness and neatness is important to County residents. Transport Contractor will keep transport containers clean. It will thoroughly wash their exterior at least once each week or when County requests. It will clean the insides with pressurized hot water at least once each contract year. Transport Contractor may not wash transport containers at the Transfer Station.

Transport Contractor will repaint and refurbish transport containers so that they present an acceptable appearance to County.

**Labels.** Transport Contractor will clearly mark Transport Contractor’s (or its subcontractor’s) name and identification number on transport containers.

**c. Parking.** Transport Contractor may:

- park and store,
- fuel (as applicable, for example, to trucks)
- maintain and repair

containers on the Transfer Station site so long as it does not interfere with Transfer Station operations or pose a danger to the public entering and exiting the Transfer Station or to people working at or delivering permitted waste to, the Transfer Station.

**d. Permitted Waste Storage.** Transport Contractor will not store permitted waste on the grounds of the Transfer Station except inside transport containers. Transport Contractor will use best efforts to minimize storage to avoid creating nuisances (including odor) and prevent threats to public health and safety (including attraction of vermin and vectors).

### 3.06 Loading Containers

**a. Loading.** During Transfer Station operating hours Transport Contractor will do all the following:

1. **Provide:** provide empty transport containers within 30 minutes of request, and ready containers for loading;
2. **Remove:** move loaded transport containers to the storage area at the Transfer Station designated by the County within 10 minutes of loading;
3. **Store:** remove partially loaded transport containers to that storage area upon County direction, including for scheduled maintenance, cleanup, removing jammed materials, and prevention of fire hazards, whether during or at the end of daily Transfer Station operations.

**operating hours** means the time in the Transfer Services Contract when Transport Contractor may load containers.

**b. Prior to Leaving Transfer Station.** Prior to leaving the Transfer Station, Transport Contractor will check the transport container to ensure that it is not leaking any fluids, including either waste fluids from a trailer (such as latex paint and used motor oil) or automotive fluids from a tractor. If Transport Contractor observes leaking fluids, Transport Contractor will do all of the following:

1. notify the operator of the Transfer Station;
2. place the loaded transport container in the staging area at the Transfer Station;
3. allow the waste fluids to drain out of the transport container;
4. clean up the fluids; and
5. obtain weigh receipt, if any, from Transfer Station operator.

### 3.07 Transporting Containers

- a. **Week-day Transport.** Transport Contractor will transport loads of permitted waste within the weight limits required by law. It will transport from the Transfer Station to the Disposal Facility as frequently as the most stringent of the following: (1) as provided in its Transport Plan; (2) as necessitated by storage limitations at the Transfer Station; or (3) as required under its operating permit or law. It will transport more than one load each day at County request. It will provide a second container for loading while a first container is transporting permitted waste to the Disposal Facility.
- b. **Weekend Transport.** On Saturdays, Transport Contractor will provide a transport container and transport it to the Disposal Facility. It will check with County to determine if it must provide a second container. This weekend transport service is part of the Transport Guaranty for transport service 12 Saturdays each contract year. County will pay no additional transport service fee for the first 12 Saturdays but will pay Transport Contractor an additional 5% of transport service fees for each further, additional Saturday request.

### 3.08 Transport Routes

- a. **Primary Transport Route.** Transport Contractor will transport permitted waste from the transfer station to the disposal facility on the primary transport route *unless* that route is unavailable for any reason (including uncontrollable circumstances), such as road closure due to snow. Within the boundaries of the County, it will route trucks as County may request (for example, avoiding schools during dismissal times, or driving heavy vehicles on pavement identified by County that is not designed to support the weight of the transport trucks).

**primary transport route** means the map by that name in Attachment 3.01b

If Transport Contractor uses best efforts (as determined by County) but cannot meet its Transport Guaranty via primary transportation, then Transport Contractor may store permitted waste in closed containers on the transfer station site for up to 7 days, if permitted by law.

- b. **Back –up Transport Route.** If Transport Contractor cannot transport permitted waste from the transfer station to the disposal facility by the primary transport route for any reason (including uncontrollable circumstances), Transport Contractor will immediately notify County and provide back-up transport service without increase in the service fee.

**backup transport route** means the map by that name in Attachment 3.01b

- c. **No Transport.** If Transport Contractor cannot provide transport service by primary or back-up transportation for any reason, Transport Contractor will immediately notify County.

**(1) Uncontrollable Circumstances.** In uncontrollable circumstances that make both primary and the back-up transportation unavailable, Transport Contractor is

not obligated to provide transport services. However, Transport Contractor will use reasonable business efforts to cooperate with County to protect public health and safety, including helping arrange for another means of transporting waste to the disposal site or another facility.

**(2) Other than Uncontrollable Circumstances.** In events other than uncontrollable circumstances, Transport Contractor will be in default and County may exercise its remedies under this Contract and law.

**d. Back-up Disposal Facility.**

**(1) County Direction.** If the Disposal Facility is not accepting permitted waste, upon County request Transport Contractor will transport permitted waste to a backup disposal facility identified by the County.

**backup disposal facility** means the facility described in this subsection and named by County.

**(2) Transport Fee.** The County will pay Transport Contractor the following transport fee for transporting permitted waste from the transfer station to the backup disposal facility:

(i) **\$/mile-ton.** Transport Fee Schedule lists both of the following amounts:

- 1) Price for transporting one ton of waste for one mile (“\$X.XX / ton-mile”), and
- 2) the number of round-trip miles from the transport station to the disposal facility (“# *primary disposal facility-miles*”).

The number of miles is calculated on the shortest route on which Contractor can haul waste, for example, roads that support the weight of the loaded waste transport trucks.

(ii) **Longer Haul.** If the backup Disposal Facility is farther from the Transfer Station than is the primary Disposal Facility, then the transport service fee will be increased as follows to reflect the additional transport miles:

$$\text{\$X.xx [INSERT FROM PROPOSAL] transported tons X increased miles} = \text{\$X.xx.}$$

(iii) **Shorter Haul.** If the back-up primary Disposal Facility is closer to the Transfer Station than is the primary Disposal Facility, then the transport service fee will be decreased to reflect the reduced transport miles as follows:

\$X.xx [INSERT FROM PROPOSAL] transported tons X decreased miles =  
\$X.xx.

### 3.09 Litter and Leaks

- a. **Equipping.** Transport Contractor will enclose, cover or seal all transport containers prior to leaving the Transfer Station with solid lids (not mesh or screens) to prevent materials from escaping into the air and falling on the ground, including by wind, scavenging, and bumpy pavement. Transport Contractor will equip each transport container with a broom and shovel, and petroleum absorbent materials.
- b. **Clean-up.** Transport Contractor will not litter when entering, at, or existing the Transfer Station, or during transport.
  - 1. **Litter.** If any material escapes, drops, spills, scatters, or is littered or tracked from the transport containers Transport Contractor will immediately sweep it up and remove it.
  - 2. **Leaks.** If transport containers leak on the Transfer Station site or on public roads, Transport Contractor will immediately:
    - (i) cover leaks with absorptive materials,
    - (ii) sweep absorptive materials from the ground, and
    - (iii) apply a cleaning agent to cleanse the soiled spot.
- c. **Timing.** Contractor will sweep up litter and clean up spills: immediately upon discovery, and within 4 hours of telephonic or written direction of the County. If Transport Contractor does not clean up litter or leaks in 4 hours<sup>4</sup>, the County may clean them up. Transport Contractor will reimburse County for County's reimbursement costs of clean-up.

### 3.10 Delivery to Disposal Facility

Transport Contractor will deliver transport containers to the Disposal Facility (or a backup Disposal Facility requested by County), secure a weigh receipt, and dispose of the permitted waste as directed by personnel at the Disposal Facility.

**delivery** means to transport to Disposal Facility and discharge materials there for discard.

## ARTICLE 4 – SERVICE STANDARDS

In addition to the transport service standards provided in Master Contract, Transport Contractor will provide transport service under the transport service standards in this section.

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

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

[See Section 4.03 Responsiveness to County, in the Master Contract.]

#### 4.04 Compliance with Law

[Sub-Section a. Intentionally Omitted.]

- b. **Permits.** Transport Contractor will procure and maintain permits required under law, including those listed in Attachment 4.04b.

#### 4.05 Key Personnel

- a. **Identification.** Contractor's key personnel are listed in Attachment 4.05.

#### 4.06 Subcontractors

[See Sub-Section a. Acknowledgements, in the Master Contract.]

##### b. Identification.

1. Transport Contractor has listed its subcontractors as of the contract date in Attachment 4.06b.

[Sub-Section a2. Intentionally Omitted.]

3. **Acknowledgement.** A subcontractor that provides transport services will sign the execution page of this Transport Contract acknowledging that it has read this Transport Contract and provide disposal transport services under this Transport Contract.

##### c. References

Subcontractors must provide disposal transport services under this Transport Contract.

#### 4.07 Criminal Conduct

Transport Contractor will ensure that its subcontractor complies with its obligations under Section 4.07 of the Master Contract. Transport Contractor will list its subcontractor's "Related Parties" on Attachment 4.07.

## 4.08 Unpermitted Waste Handling

### a. Unpermitted Waste Handling Protocol.

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

[ARTICLE 5 Reserved.]

## ARTICLE 6 - DIVERSION RIGHTS

County does not guaranty to deliver any specific weight or volume of permitted waste. County may develop, encourage and participate in waste diversion activities, including source reduction, recycling and recovery that may reduce the amount of transported permitted waste.

## ARTICLE 7 - OWNERSHIP OF PERMITTED WASTE; DISCLAIMERS

[See *Section 7.01 Ownership, in the Master Contract.*]

### 7.02 Amount and Characterization

- a. **Ownership.** Permitted waste becomes the property of Transport Contractor when loaded into its transport containers.

[See *subsections b. County Disclaimers, and c. No Claims, in the Master Contract.*]

## ARTICLE 8 – TRANSPORT SERVICE FEES

### 8.01. Transport Fees

- a. **Amount.** County will pay transport fees monthly from the County's permitted solid waste enterprise fund under the Transport Fee Schedule.

**Transport Fee Schedule** is in Attachment 8.01

### 8.02 Adjustment

Transport fees will be adjusted under Section 8.02 and Attachment 8.02 of the Master Contract, and Attachment 8.02 of this Contract

[See *Sub-Section 8.042b Payment Protocol*, in the Master Contract.]

## ARTICLE 9 - RECORDS

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

### 9.02 Maintenance

- a. **Information.** Transport Contractor will keep records required under the Master Contract and this Section.
- b. **Documentation.** Transport Contractor will keep the following records:
  1. manifests,
  2. bills of lading,
  3. route maps (including approximate times),
  4. other information required by law, and
  5. other information relating to transport requested by County.

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

[See *Section 9.03 Retention*, in the Master Contract.]

## ARTICLE 10 - REPORTS

[See *Section 10.01 Service Contracts*, in the Master Contract.]

### 10.02 Timing, Form, and Content

- a. **Monthly Reports.** In its monthly report Transport Contractor will include the information ~~in~~ and statements in Attachment 10.02a.
- b. **Annual Reports.** In its Annual Report Transport Contractor will include the information and statements in Attachment 10.02b.

[See *Article 11 Indemnification, Hold Harmless, and Defense*, in the Master Contract.]

## Article 12 - INSURANCE AND FINANCIAL ASSURANCE

### 12.01 Insurance

- a. **Insurance.** Transport Contractor will maintain insurance required ~~are~~ under Attachment 12.01 in Master Contract and Attachment 12.01 in this Transport Contract.

### 12.02 Letter of Credit

*[See Sub-Sections a. Term, and b. Amounts, in the Master Contract.]*

- c. **Stated Amount of Financial Assurance.** During the first contract year “Stated Amount” of a letter of credit is listed in Attachment 12.02c, and the letter of credit is attached as Exhibit 12.02c.

## 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 of default  (or longer number of days determined by County in its sole discretion)
Failure to transport / 3.07	Unless due to uncontrollable circumstances, Transport Contractor fails to transport permitted waste from the Transfer Station to the Disposal Facility as required by section 3.07` 3 times in any 12-month period.	30 days

**event of default** means each item listed in the Master Contract and the preceding 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. Damages.**

**1. Compensatory.**

Transport Contractor will pay County damages in amounts equal to the County’s reimbursement costs ~~for~~ and any fines or penalties levied by regulatory agencies, including for:

Section	Damage
3.01	County’s reimbursement cost of obtaining substitute transport service in excess of its what it would have paid under this Transport Contract.

**2. Liquidated.**

(i) The Parties repeat the acknowledgments they made in the Master Contract. Therefore, Transport Contractor will pay County any or all of the following liquidated damages by the time ~~stated in~~ under the Master Contract.

(ii) 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 Transport Contract was made.

Section	Failure	Amount
3.06	For the 3 <sup>rd</sup> and each additional failure each year to make a transport container available for loading following Transfer Station operator’s request	\$250 for the third failure, increasing by \$100 for each additional failure
3.06	For the 3 <sup>rd</sup> and each additional failure each year to a remove transport container from the loading area	\$250 for the third failure, increasing by \$100 for each additional failure

3.06	For each 3rd or more failure to move a partially loaded transport container to the storage area following Transfer Station Operator’s request	\$250 for the third failure, increasing by \$100 for each additional failure
------	---	--

Transport Contractor  
Initial Here: \_\_\_\_\_

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

### 14.04 County’s Right to Perform Service

If Transport Contractor breaches its Transport Guaranty, County may exercise its rights under the Master Contract and the additional rights described in this Section, including possession and use of transport containers.

**[See Section a, Performance, in the Master Contract.]**

- b. Taking Possession of Transport Containers.** Upon giving Transport Contractor notice in accordance required under of the Master Contract, County may take possession of any transport containers necessary or convenient to provide transport service. Transport Contractor will fully cooperate with County to transfer possession of transport containers to the County. The County may use transport containers to load and transport the permitted waste. County will have absolute and exclusive control over transport containers as though the County were the absolute owner thereof.

**[See balance of Section 14.04 County’s Right to Perform, in the Master Contract.]**

## ARTICLE 15 - GENERAL PROVISIONS

**[Section 15.01 Intentionally Omitted.]**

### 15.02 Notices

Parties provide address 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 Transport Contractor Representative 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 Transport Contract. Transport Contractor has authorized and directed its officers to sign this Transport Contract. This Transport Contract is dated the contract date repeated on its cover.

<b>COUNTY OF Mono</b>
By: _____ Chair of the Board Type or Print Name:
Attest: _____ County Clerk Type or Print Name:

<b>Transport Contractor</b>
By _____ President: Type or Print Name:
ATTEST: _____ Secretary: Type or Print Name:

### ATTACHMENT 3.01a Transfer Facility / Disposal Facility

TRANSFER FACILITY	
Name	
Address	
Phone Number	
Email Address	

DISPOSAL FACILITY	
Name	
Address	
Phone Number	
Email Address	

## ATTACHMENT 3.01b Transport Service Plan

Transport Contractor will attach its Transport Service Plan to this attachment, including all of the following:

**Transport Service Plan.** Transport Contractor acknowledges that timely, efficient, smooth and orderly transport and disposal of permitted waste to the satisfaction of County residents and County is a goal of this Contract. Therefore, Transport Contractor will develop a Transport Service Plan to detail how it will meet its transport service obligations, including:

1. Frequency and protocol of removing transport containers from the Transfer Station and transporting them to the Disposal Facility;
2. Its route to and from the Disposal Facility,
3. Protocol and equipment for delivering permitted waste to, and disposing of permitted waste at, the Disposal Facility,
4. Permits for transport, as appended to the Transport Service Plan, and
5. Emergency back-up plan for events such as labor disruptions or road closures.

### Primary Transport Route

Transport Contractor will attach its **Primary Transport Route** to this attachment, including street, road and highway routes to transport permitted waste from the Transfer Station to the Disposal Facility.

**Primary Transport Route Map [insert]**

### Backup Transport Route

Transport Contractor will attach its **Backup Transport Route** to this attachment, including street, road and highway routes to transport permitted waste from the Transfer Station to the Disposal Facility.

**Backup Transport Route Map [insert]**

### **Attachment 4.04b Permits**

Contractor will attach all permits and licenses required under law, or that County requests.

## Attachment 4.05 Key Personnel

### Transport Contractor Representative

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Operations Manager / Supervisor

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

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

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

## ATTACHMENT 4.06b Subcontractors

### 1. Identification:

TRANSFER FACILITY	
Name	
Address	
Phone Number	
Email Address	
Contact Name	

### Transport Representative

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Operations Manager / Supervisor

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Individual in Subcontractor's financial accounting department responsible for submitting reports with respect to billing

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### 2. 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

Contractors complete this Attachment unless it is identical to Attachment 4.07 of the Master Contract.

**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 transport 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 transport services:** providing in-house legal transport services with respect to Contract transport 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	
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RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

## ATTACHMENT 8.01 Transport Fee Schedule

**[INSERT FROM PROPOSAL]**

The Transport Fee is based on the following rates, depending on the distance from the Transfer Station by the shortest route on roads that Transport Contractor can legally drive with transport containers (loaded or unloaded), round trip:

County will pay Transport Contractor the following transport service fee for transporting permitted waste from the Transfer Station to the following destinations:

- A. Disposal Facility (xx miles).                      \$X.xx / mile-ton
- B. Disposal Facility (over xx miles).              \$ZZ.zz / mile-ton

## ATTACHMENT 8.02 Transport Service Fee Adjustments

### a. Annual Service Fee Adjustment

The transfer service fee will be adjusted annually in the manner for adjusting transfer service fees outlined the Master Contract, including the definitions of CPI, CNG, LNG, and Diesel, and this Attachment. The following percentages of the service transfer fee will be adjusted by the corresponding partial percentage of the service transfer fee:

- 1) [PROPOSED %] by the CPI.
- 2) [PROPOSED %] by the DOE CNG.
- 3) [PROPOSED %] by the EIA LNG.
- 4) [PROPOSED %] by #2 Diesel.

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>

**Table 2 - Adjustment Due to Change in LNG.**

Calculate percent change in LNG (4-quarter average, not quarter-to-quarter)	PRIOR YEAR CHANGE: July 2025 October 2025 January 2026 March 2026	X
	July 2026 October 2026 January 2027 March 2027	X
	Percent Change	X %
Adjustment to Service Fee Component		<b>X%</b>

\*In this above example, the Contractor owns no LNG-fueled vehicles.

**Table 3—Adjustment Due to Change in CNG**

Calculate percent change in CNG (4-quarter average, not quarter-to-quarter)	PRIOR YEAR CHANGE July 2025 October 2025 January 2026 March 2026	2.00+ 2.10+ 2.20+ 2.30 / 4= <b>2.15</b>
	July 2026 October 2026 January 2027 March 2027	2.40+ 2.50+ 2.6+ 2.7 /4= <b>2.55</b>
	Percent Change	2.55- 2.15= <b>18.6%</b>
Adjustment to CNG Fuel Component	30% of percent change in DOE CNG 3/10 Vehicles*	0.30 X 18.6%= <b>5.58%</b>

\*In this above example, the Contractor owns 3 LNG-fueled vehicles and 7 diesel-fueled vehicles.

**Table 4–Adjustment Due to Change in Diesel**

Calculate percent change in Diesel (12-month average, not month-to-month)	April 1, 2005 - March 31, 2006	400
	April 1, 2006 - March 31, 2007	450
	Percent Change	12.5%
Adjustment to Diesel Fuel Component	70% of percent change in DOE Diesel (7/10 Vehicles) *	<b>8.75%</b>

\*In this above example, the Contractor owns 3 LNG-fueled vehicles and 7 diesel-fueled vehicles.

5) Weighted Service Fee Adjustment Percentage

**Table 5–Sum of Adjustments**

Rate Component	Relative weight of service fee	Adjustment due to change in indices/change in disposal tipping fees	Weighted Rate Adjustment Percentage
Service Component (CPI)	85%	2.27%	1.93%
Fuel Component			
LNG			
CNG	5%	5.58%	0.28%
Diesel	10%	8.75%	0.88%
Weighted Rate Adjustment Percentage	100%		16.03%

6) **Adjusted Rate (Annual increase or decrease in CPI, LNG, CNG, Diesel)**

If the Weighted Service Fee Adjustment Percentage is 16.03% percent, then a hypothetical service fee of \$17.00 would be adjusted as follows:

$$\$17.00 + [16.03\% \times \$17.00] =$$

$$\$17.00 + \$2.72 =$$

$$\mathbf{\$19.72 = \text{adjusted Net Rate}}$$

**[See Subsection b. Adjustments of Service Changes / Change Orders, in the Master Contract.]**

**c. Adjustment Limitations.**

If the parties agree or the Independent MSW Expert determines that a transport service fee

adjustment requires Contractor expenditures or increased transport service fees that exceeds any of the following amounts, the Contractor or County who would experience the excess~~ed~~ amount may terminate this Contract:

**(1) Contractor's Caps.**

- Caps on Capital Investment. Contractor's capital investment to effectuate the change in transport service would exceed:
  - \$X.xx [INSERT: based on Transfer Contractor's initial investment] at any one time or
  - \$X.xx [INSERT: based on Transfer 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 transport service fee] at any one time, or
  - xx% [INSERT: based on initial transport 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 9.02 Records

### a. General

SECTION	RECORD
3.06b	tons of permitted waste that Transport Contractor transported from the Transfer Station, including time and date, if weighed at the Transfer Station
3.09b(1)	Instances of litter clean up
3.09b(2)	Instances of spills
3.11	Vehicle maintenance records
4.05b	Training for drivers; drivers' licenses
9.02d	Inventory of transport containers

### b. Inventory

ITEMS	DESCRIPTIONS
1. maintenance yards and facilities	
2. vehicles (14.04h)	*lease or installment purchase information; *warranty information
3. transport containers that are <i>not</i> tractor-trailers (such as roll of boxes)	*volume, size and specifications
4. transport containers that are tractor-trailers	* tractors described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front-end loader, compactor etc.), *number, * DMV license number, * the age of the chassis and body; *by type of body (open-top, closed etc.); *type of fuel used; feed and * practical or net capacity, including bins or compartments, as applicable; weight; * the date of acquisition; * the maintenance and rebuilt status;
5. Computer hardware & software	*computer hardware and software for record-keeping, including weighing transport containers and preparing bills
6. other information related to the containers requested by County.	

**ATTACHMENT 10.02 REPORTS**

**a. Monthly Reports**

<b>SECTION</b>	<b>INFORMATION</b>
9.02a	Information required in the Master Contract
9.02b	a summary of the daily records for tonnage of permitted waste, volume or amount, number of transport container loads transported to the Disposal Facility

**[See Subsections b. Annual Reports, and c. All Reports, in the Master Contract.]**

## **ATTACHMENT 12.01 Insurance**

In addition to the insurance coverage under the Master Contract, Transport Contractor will obtain:

**1. Commercial General Liability (CGL):** \$10 million umbrella coverage

Policies 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)

## ATTACHMENT 12.01a Letter of Credit

1. **Stated Amount.** For the current contract year “Stated Amount” means \$15,000.

[Contractor, ATTACH CURRENT LETTER OF CREDIT TO THIS EXHIBIT EACH YEAR.]

## 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	

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