

16-0996

**MASTER AGREEMENT**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of September, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor listed in Exhibit A, attached hereto and incorporated by this reference as though fully set forth herein, each of whom collectively shall hereinafter be referred to as "CONTRACTOR(S)." References in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

**WITNESSETH:**

WHEREAS COUNTY, through participation in Department of Resources Recycling and Recovery (hereinafter "CalRecycle") grant programs, carries out waste tire cleanup, abatement, and removal activities and receives refund payments from CalRecycle for all approved costs incurred pursuant to Section 42889 et seq. of the Public Resources Code, and

WHEREAS COUNTY, which owns and operates the American Avenue Disposal Site located at 18950 West American Avenue, Kerman, CA 93630, accepts tires from the public and as such, pursuant to Section 42808 of the Public Resources Code, must maintain less than 150 tires per day averaged on an annual basis, and

WHEREAS the aforementioned activities necessitate that COUNTY secure the services of qualified tire disposal and recycling contractors.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in the Request for Statement of Qualifications (RFSQ) No. 926-5478, dated June 3, 2016, a true and correct copy of which is attached hereto as Exhibit B and incorporated by this reference as though fully set forth herein, and in each CONTRACTOR'S separate response to

1 said RFSQ No. 926-5478, which are attached herein as Exhibits C-1, C-2 and C-3, respectively,  
2 and are incorporated by this reference as though fully set forth herein.

3 B. It is understood that each CONTRACTOR shall be providing tire disposal  
4 and recycling services at one (1) or more of the types of facilities as described in the "County of  
5 Fresno Pricing Quotation Form" (hereinafter "Quotation Form") of RFSQ No. 926-5478. The types  
6 of facilities include: 1) American Avenue Disposal Site, 2) Various Road Maintenance and  
7 Operations Yard located throughout the County, 3) Other locations as identified by the County and  
8 approved by CalRecycle and the COUNTY's Department of Public Health, Environmental Health  
9 Division, which serves as the Local Enforcement Agency (LEA).

10 C. Each CONTRACTOR warrants that it possesses all licenses and  
11 certificates required by local, State of California, and/or Federal laws and regulations for the  
12 conduct of its business and shall operate its business in accordance with all applicable laws and  
13 regulations. Each CONTRACTOR further warrants that all of its personnel performing services  
14 under this Agreement shall be licensed and certified where required, to lawfully perform their  
15 duties and shall maintain such licensure and certifications throughout the term of this Agreement.  
16 CONTRACTOR(S) shall allow COUNTY to review these documents upon request.

17 D. The cost rates identified in the Quotation Form shall remain in effect for the  
18 entire duration of the Agreement and may only be amended once annually for inflation, as  
19 determined by the "Consumer Price Index, All Urban Consumers for San Francisco-Oakland-  
20 San Jose, CA, Standard Metropolitan Statistical Area" as published by the United States  
21 Department of Labor, Bureau of Labor Statistics, or any successor index. Such increase shall  
22 be subject to written approval of the Director of Public Works and Planning (hereinafter  
23 "DIRECTOR") or his/her designee. The CONTRACTOR shall initiate the rate adjustment  
24 process by submitting a proposed adjusted fee schedule to the Department of Public Works  
25 and Planning (hereinafter "Department") for review and approval. The DIRECTOR or his/her  
26 designee expressly reserves the right to approve or disapprove all proposed rate increases.

27 **2. TERM**

28 The term of this Agreement shall be for a period of three (3) years,

1 commencing on September 13, 2016 through and including September 12, 2019. This  
2 Agreement may be extended for two (2) additional consecutive twelve (12) month periods as to  
3 any CONTRACTOR, upon written approval of both COUNTY and that CONTRACTOR, no later  
4 than thirty (30) days prior to the first day of the next twelve (12) month extension period. The  
5 Director of the Department of Public Works and Planning or his or her designee ("DIRECTOR") is  
6 authorized to execute such written approval on behalf of COUNTY, as to each CONTRACTOR  
7 separately, based on that CONTRACTOR'S satisfactory performance hereunder.

8 The September 12 termination date specified herein shall be the termination  
9 date for all CONTRACTORS. Any one year renewal period of this Agreement for any  
10 CONTRACTOR providing services hereunder shall commence on September 13, 2019 and  
11 September 13, 2020, as appropriate.

12 **3. TERMINATION**

13 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
14 be provided hereunder, are contingent on the approval of funds by the appropriating government  
15 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
16 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
17 notice.

18 B. Breach of Contract - The COUNTY may immediately suspend or terminate  
19 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 20 1) An illegal or improper use of funds;
- 21 2) A failure to comply with any term of this Agreement;
- 22 3) A substantially incorrect or incomplete report submitted to the  
23 COUNTY;
- 24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
26 of any breach of this Agreement or any default which may then exist on the part of the  
27 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
28 COUNTY with respect to the breach or default.

1 C. Without Cause - Under circumstances other than those set forth above,  
2 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written  
3 notice of an intention to terminate to CONTRACTOR.

4 **4. COMPENSATION:**

5 COUNTY agrees to pay CONTRACTOR(S) and CONTRACTOR(S) agree to  
6 receive compensation at the rates quoted on each CONTRACTOR's separate Quotation Form,  
7 which is included as part of the corresponding Exhibit (Exhibit C-1, C-2 or C-3) that was submitted  
8 by that CONTRACTOR, whenever services are requested by authorized Departmental staff.

9 In no event shall compensation for services performed under this Agreement  
10 by all CONTACTORS collectively exceed the maximum cumulative annual amount of \$209,820.00  
11 in any year during the term or any renewal period(s) of this Agreement. The total maximum  
12 cumulative amount payable to all CONTRACTORS considered collectively for the services to be  
13 provided hereunder, including the initial three (3) year term and the two (2) potential one year  
14 renewal periods, shall not exceed \$1,049,100.00. It is understood that all expenses incidental to  
15 CONTRACTOR'S performance of services under this Agreement shall be borne by  
16 CONTRACTOR.

17 **5. INVOICING AND PAYMENT**

18 A. Invoicing

19 CONTRACTOR(S) shall submit, within ten days from date of service,  
20 invoices to COUNTY's Department division staff representative, as identified in Exhibit D.  
21 Invoices shall be summarized in a statement format. All invoices submitted should include the  
22 following required information: name of facility, facility address, service date(s) or date range,  
23 programs serviced by CONTRACTOR(S) (either tire cleanup, tire amnesty, or disposal site). In  
24 no event shall CONTRACTOR(S) submit claims to COUNTY for services that have not been  
25 authorized in advance.

26 B. Payment

27 COUNTY shall make payment(s) to CONTRACTOR(S) within forty-five (45)  
28 days after receipt and verification of the accuracy and sufficiency of CONTRACTOR's invoice(s)

1 by the Department. In the event that a submitted invoice contains any errors or is otherwise  
2 determined to be insufficient, the Department will request that corrections be made and a revised  
3 invoice shall be resubmitted by CONTRACTOR. Each CONTRACTOR understands that the 45  
4 day time frame shall commence only upon receipt and verification by the Department that a  
5 sufficient invoice has been submitted.

6           **6.     INDEPENDENT CONTRACTOR:** In performance of the work, duties and  
7 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and  
8 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and  
9 employees will at all times be acting and performing as an independent contractor, and shall act in  
10 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or  
11 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or  
12 direct the manner or method by which CONTRACTOR shall perform its work and function.  
13 However, COUNTY shall retain the right to administer this Agreement so as to verify that  
14 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

15                         CONTRACTOR and COUNTY shall comply with all applicable provisions of  
16 law and the rules and regulations, if any, of governmental authorities having jurisdiction over  
17 matters the subject thereof.

18                         Because of its status as an independent contractor, CONTRACTOR shall have  
19 absolutely no right to employment rights and benefits available to COUNTY employees.  
20 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
21 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
22 responsible and save COUNTY harmless from all matters relating to payment of  
23 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
24 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
25 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
26 Agreement.

27           **7.     MODIFICATION:** Any matters of this Agreement may be modified from time  
28 to time by the written consent of all the parties without, in any way, affecting the remainder.

1           **8.     NON-ASSIGNMENT:** CONTRACTOR(s) shall not assign, transfer or  
2 sub-contract this Agreement or any of its respective rights or duties hereunder, without the prior  
3 written consent of the COUNTY.

4           **9.     HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold  
5 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees  
6 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or  
7 resulting to COUNTY in connection with the performance, or failure to perform, by  
8 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all  
9 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,  
10 firm, or corporation who may be injured or damaged by the performance, or failure to perform,  
11 of CONTRACTOR, its officers, agents, or employees under this Agreement.

12           **10.    INSURANCE**

13                         Without limiting the COUNTY's right to obtain indemnification from  
14 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
15 force and effect, the following insurance policies throughout the term of the Agreement:

16                         A. Commercial General Liability

17                                 Commercial General Liability Insurance with limits of not less than One  
18 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
19 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
20 specific coverages including completed operations, products liability, contractual liability,  
21 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
22 necessary because of the nature of this contract.

23                         B. Automobile Liability

24                                 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
25 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
26 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
27 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
28 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used

1 in connection with this Agreement.

2 C. Professional Liability

3 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
4 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
5 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
6 annual aggregate.

7 D. Worker's Compensation

8 A policy of Worker's Compensation insurance as may be required by the  
9 California Labor Code.

10 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
11 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
12 collectively, as additional insured, but only insofar as the operations under this Agreement are  
13 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
14 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
15 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
16 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
17 written notice given to COUNTY.

18 Within thirty (30) days from the date CONTRACTOR signs and executes this  
19 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
20 above for all of the foregoing policies, as required herein, to the County of Fresno, ATTN: Deputy  
21 Director of Resources and Administration, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, CA 93721, stating  
22 that such insurance coverages have been obtained and are in full force; that the County of  
23 Fresno, its officers, agents and employees will not be responsible for any premiums on the  
24 policies; that such Commercial General Liability insurance names the County of Fresno, its  
25 officers, agents and employees, individually and collectively, as additional insured, but only insofar  
26 as the operations under this Agreement are concerned; that such coverage for additional insured  
27 shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
28 COUNTY, its officers, agents and employees, shall be excess only and not contributing with

1 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be  
2 cancelled or changed without a minimum of thirty (30) days advance, written notice given to  
3 COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times insurance  
5 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
6 suspend or terminate this Agreement upon the occurrence of such event.

7 All policies shall be issued by admitted insurers licensed to do business in the  
8 State of California, and such insurance shall be purchased from companies possessing a current  
9 A.M. Best, Inc. rating of A FSC VII or better.

10 **11. AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during  
11 business hours, and as often as the COUNTY may deem necessary, make available to the  
12 COUNTY for examination all of its records and data with respect to the matters covered by this  
13 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to  
14 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance  
15 with the terms of this Agreement.

16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR  
17 shall be subject to the examination and audit of the Auditor General for a period of three (3) years  
18 after final payment under contract (Government Code Section 8546.7).

19 **12. NOTICES:** The persons and their addresses having authority to give and  
20 receive notices under this Agreement include the following:

21 **COUNTY**

22 COUNTY OF FRESNO

23 ATTN: Deputy Director, Resources and Administration

24 Public Works and Planning

25 2220 Tulare Street, 6<sup>th</sup> Floor

26 Fresno, CA 93721

21 **CONTRACTOR**

22 SEE EXHIBIT A

27 All notices between the COUNTY and CONTRACTOR provided for or  
28 permitted under this Agreement must be in writing and delivered either by personal service, by

1 first-class United States mail, by an overnight commercial courier service, or by telephonic  
2 facsimile transmission. A notice delivered by personal service is effective upon service to the  
3 recipient. A notice delivered by first-class United States mail is effective three COUNTY business  
4 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
5 delivered by an overnight commercial courier service is effective one COUNTY business day after  
6 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
7 instructions given for next day delivery, addressed to the recipient. A notice delivered by  
8 telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
9 transmission is completed outside of COUNTY business hours, then such delivery shall be  
10 deemed to be effective at the next beginning of a COUNTY business day), provided that the  
11 sender maintains a machine record of the completed transmission. For all claims arising out of or  
12 related to this Agreement, nothing in this section establishes, waives, or modifies any claims  
13 presentation requirements or procedures provided by law, including but not limited to the  
14 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section  
15 810).

16 **13. GOVERNING LAW:** Venue for any action arising out of or related to this  
17 Agreement shall only be in Fresno County, California.

18 The rights and obligations of the parties and all interpretation and performance  
19 of this Agreement shall be governed in all respects by the laws of the State of California.

20 **14. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

21 This provision is only applicable if the CONTRACTOR is operating as a  
22 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the  
23 CONTRACTOR changes its status to operate as a corporation.

24 Members of the CONTRACTOR's Board of Directors shall disclose any self-  
25 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
26 performing services under this agreement. A self-dealing transaction shall mean a transaction  
27 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
28 financial interest. Members of the Board of Directors shall disclose any self-dealing

1 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
2 Disclosure Form, attached hereto as Exhibit E and incorporated herein by reference, and  
3 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
4 immediately thereafter.

5 **15. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement  
6 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
7 supersedes all previous Agreement negotiations, proposals, commitments, writings,  
8 advertisements, publications, and understandings of any nature whatsoever unless expressly  
9 included in this Agreement. In the event of any inconsistency in interpreting the documents which  
10 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the  
11 following order of priority: (1) the text of this Agreement, together with Exhibit A (specifically  
12 excluding all Exhibits other than Exhibit A); (2) Attachment "B," the COUNTY'S RFSQ No. 926-  
13 5478; and (3) the respective CONTRACTOR'S response to COUNTY'S RFSQ No. 926-5478,  
14 which is the corresponding Exhibit (specifically Exhibit C-1, C-2 or C-3) that was submitted by that  
15 CONTRACTOR..

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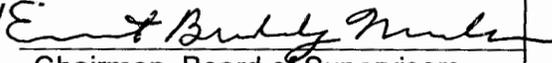
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

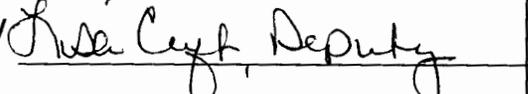
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**CONTRACTORS:**  
**SEE ADDITIONAL SIGNATURE PAGES**  
**ATTACHED**

**COUNTY OF FRESNO:**

By   
Chairman, Board of Supervisors

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

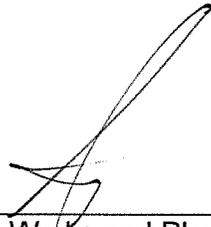
By   
Deputy

**FOR ACCOUNTING USE ONLY:**

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<b>FUND:</b>	0001	0001	0010	0700
<b>SUBCLASS:</b>	10000	10000	11000	15000
<b>ACCOUNT:</b>	7295	7295	7295	7295

1 REVIEWED AND RECOMMENDED FOR  
2 APPROVAL:

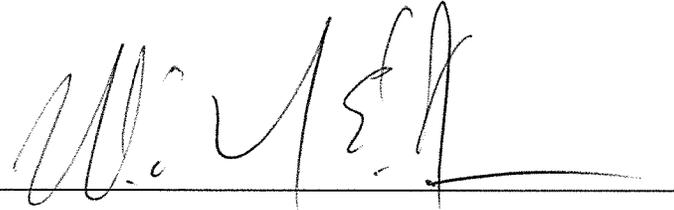
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5 By



6 \_\_\_\_\_  
7 Director, Public Works and Planning

8 APPROVED AS TO LEGAL FORM:  
9 DANIEL C. CEDERBORG, COUNTY COUNSEL

10  
11  
12 By



13 \_\_\_\_\_  
14 APPROVED AS TO ACCOUNTING FORM:  
15 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
16 TREASURER-TAX COLLECTOR

17  
18  
19 By



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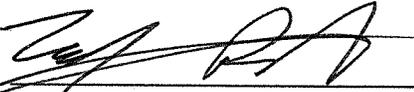
1                   **CONTRACTOR:**  
2                   **AMERICAN REFUSE, INC.**  
3                   **d.b.a. AMERICAN TIRE TEC**

4  
5  
6                   By *[Signature]*  
7 Print Name: *Jeff Smith*  
8                   Title: *President*  
9

10                   **Mailing Address:**

11                   1316 J Street  
12                   Wasco, CA 93280  
13                   Phone: (661) 758-5316  
14                   Fax: (661) 758-5363  
15                   Email: [luis@americanrefuse.co](mailto:luis@americanrefuse.co)

1           **CONTRACTOR:**  
2           **GILTON RESOURCE**  
3           **RECOVERY/TRANSFER FACILITY,**  
4           **INC.**

5  
6           By 

7           Print Name: Ted Gilton

8           Title: Owner / Vice President

9  
10           **Mailing Address:**

11           755 South Yosemite Avenue

12           Oakdale, CA 95361

13           Phone: (209) 840-5664

14           Fax: (209) 527-0442

15           Email: [aarond@gilton.com](mailto:aarond@gilton.com)

1                   **CONTRACTOR:**  
2                   **WEST COAST RUBBER RECYCLING,**  
3                   **INC.**

4  
5  
6                   By   
7                   Print Name: Cameron J. Wright  
8                   Title: CEO/President  
9

10                   **Mailing Address:**

11                   1501 Lana Way  
12                   Hollister, CA 95023  
13                   Phone: (831) 634-2800  
14                   Fax: (831) 634-2801  
15                   Email: [jim@groundrubber.com](mailto:jim@groundrubber.com)

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**LIST OF CONTRACTORS**

<b>CONTRACTOR NAME</b>	<b>ADDRESS</b>	<b>CONTRACTOR CONTACT</b>	<b>EXHIBIT REFERENCE</b>
1. American Refuse, Inc. d.b.a. American Tire Tec	1316 J Street Wasco, CA 93280	Luis Vasquez <a href="mailto:luis@americanrefuse.co">luis@americanrefuse.co</a>	Exhibit C-1
2. Gilton Resource Recovery/ Transfer Facility, Inc.	755 South Yosemite Ave Oakdale, CA 95361	Aaron Danhoff <a href="mailto:aarond@gilton.com">aarond@gilton.com</a>	Exhibit C-2
3. West Coast Rubber Recycling, Inc.	1501 Lana Way Hollister, CA 95023	Jim Hornung <a href="mailto:jim@groundrubber.com">jim@groundrubber.com</a>	Exhibit C-3



## REQUEST FOR STATEMENT OF QUALIFICATIONS

**NO. 926-5478**

**COUNTY OF FRESNO**

### **Tire Disposal and Recycling**

**Issuance Date:** June 3, 2016

**Closing Date:** **June 23, 2016**

**Submittals:** **Six (6) paper copies of the Statement of Qualifications**

**Addressed To:** Shannon W. Kirby, Purchasing Analyst

**Mailing Address:** County of Fresno, Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Mark Envelope:** "RFSQ – Tire Disposal and Recycling"

**Cost Limit for Agreement(s):** **\$1,049,100.00**

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

**Inquiries and Updates:** Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Shannon W. Kirby, Purchasing Analyst**, at **skirby@co.fresno.ca.us**, and received by the County no later than **10:00 A.M., June 13, 2016**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

#### **BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Statement of Qualifications (RSFQ's)"

---

Organization

---

Individual/Contact Person

Title

---

Street Address/P.O. Box

---

City

State

Zip Code

---

Telephone

Fax Number

E-Mail Address

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**Attachment:**

- A. Pricing Quotation Form

## I. OVERVIEW

It is the intent of the County of Fresno to establish a master agreement with several contractors for the provision of collecting, hauling, and recycling of waste tires collected at its American Avenue Disposal Site in Kerman, CA; through tire cleanup activities performed by the Road Maintenance and Operations Division at multiple yards located throughout the County; as well as through the Resources Division's waste tire amnesty events, held at the multiple Road Maintenance yards located throughout the County.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

## II. SERVICES TO BE PROVIDED BY CONTRACTOR

The successful contractors will:

- Provide collection, hauling, and recycling services for multiple sizes of tires including standard passenger tires (car, light truck, van, and motorcycle), truck tires (diesel/"big rig" tires), and tractor tires.
- Provide a van trailer(s) with minimum length of 45 feet for the Road Maintenance Division tire cleanup activities and Resources Division waste tire amnesty activities.
  - o Provide the van trailer(s) to the Road Maintenance Division at designated Road Maintenance yards for a minimum of 30-60 days. Road Maintenance staff performs waste tire removal services on County roads and rights-of-way and unloads the waste tires and tire scrap into the furnished van trailer.
  - o Provide the van trailer(s) to the Resources Division at designated Road Maintenance yards for a weekend waste tire amnesty event. Resources staff coordinates waste tire amnesty events and invites County residents to the designated Road Maintenance yard to drop off accumulated waste tires and tire scrap. County staff, and/or outside agency labor crews (inmate work crews, Conservation Corps work crews, etc.) unload the waste tires and tire scrap into the furnished van trailer.
- Provide a gondola or open top trailer(s) with minimum length of 45 feet for the American Avenue Disposal Site for waste tire removal activities.
  - o Provide the gondola/open-top trailer(s) to the American Avenue Disposal Site (AADS) to be staged at the designated waste tire storage area for loading. County residents utilize AADS to dispose of waste tires and tire scrap, and AADS staff utilizes loaders and/or other heavy equipment to load multiple waste tires at once into the top of the trailer.

## III. AGREEMENT TERM

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total fee is \$1,049,100.00. The cost rates presented in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates once annually for inflation. The Contractor may request new rates from the Department, subject to written approval of the Department's representative. The Contractor shall initiate the rate adjustment process by submitting a proposed adjusted fee schedule to the Department for review and approval. The Department's Director or his/her designee expressly reserves the right to approve all rate increases. Specific project work may be extended or may be transferred to another Contractor if work is not concluded by the end of the Agreement.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

#### IV. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in three (3) parts.

##### A. COMPANY DATA:

The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:

1. Firm name, address and phone number
2. Type of organization (sole-proprietorship, partnership, or corporation)
3. Company principals who will be responsible for the services, and their training and experience
4. List the name and phone number of at least five relevant client references

##### B. PERMITS AND LICENSES:

1. Must possess all required permits, licenses, certifications, and endorsements pursuant to all federal, state, and local regulations pertaining to the collection, transportation, and disposal and/or recycling of waste tires/tire materials.
2. Must maintain all proper documentation of said waste tires/tire materials from the collection point to the destination facility and ultimate disposition (shredding, chipping, grinding, recycling, etc.) as required by federal, state, and local regulations.

##### C. BILLING AND REPORTING:

1. Must provide accurate and timely billings for services provided. Invoices shall be submitted within 5-7 business days to the appropriate County staff so that invoices can be reviewed and approved for payment in a timely fashion.
  - Will only charge a nominal fee in the case that a trailer is not utilized after request for service. This fee will serve to recover the cost of fuel, but the County will not be expected to incur the full cost of the trailer.
2. Must provide monthly reports summarizing number of trailers, dates and locations where trailers were dropped and picked up, tonnage collected, as well as copies of all manifests, scale tickets, etc. for said waste tires/tire materials. Because tire cleanup and tire amnesty activities are made possible by State funded grant programs, supporting documents such as these aforementioned documents are necessary for grant reporting purposes.

#### DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

#### V. INSURANCE

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars

(\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## VI. SELECTION PROCEDURE

A Selection Committee ("the Committee") will be formed to review and evaluate the Statements of Qualifications (SOQs) and to make recommendations. The Committee will consist of Department representatives who will screen the SOQs to narrow consideration to those firms deemed qualified to provide the services needed under this RFSQ. The Committee will address the following criteria in its evaluation of the SOQs:

- Qualifications of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Projects similar in nature to what is required in this RFSQ.
- Experience of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Key personnel experience (project manager/account executive/project coordinator).

- Current and valid permitting and licensing documents from regulatory/government agencies.
- Compliance/permitting issues or regulatory complications within the previous five (5) years.
- Positive feedback from provided references.
- Providing the requisite services, as outlined in this RFSQ, in a timely and efficient fashion:
  - Prompt turnaround time for delivery and pickup of tire trailers supplied for County activities (Disposal Site tire removal, Road Cleanup, and Tire Amnesty).
  - Ability to supply trailers for an extended period of time (30-60 days for Disposal Site and Road Cleanup activities).
- Technical Qualifications:
  - Trailer Fleet (Size of fleet and trailer type, i.e. van trailers, gondola/open top trailers, etc.).
- Cost:
  - Cost will be taken into consideration in terms of departmental planning and budgeting, but is not a primary determining factor in the award/evaluation process of this RFSQ.

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

## VII. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.



# COUNTY OF FRESNO PRICING QUOTATION FORM

**RFSQ NUMBER: 926-5478**

**A. AMERICAN AVENUE DISPOSAL SITE**

**1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS**

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER (30-60 DAYS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630			

**B. ROAD MAINTENANCE TIRE CLEANUP AND WASTE TIRE AMNESTY DAYS**

**1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS**

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Firebaugh (Area 1) 38835 W. Nees Avenue Firebaugh, CA 93622				
Tranquillity (Area 2) 25411 W. Silveira Tranquillity, CA 93668				
Coalinga (Area 3) 779 E. Polk Street Coalinga, CA 93210				
Biola (Area 4) 12855 W. "G" Street Biola, CA 93606				
Caruthers (Area 5) 2544 W. Mountain View Caruthers, CA 93609				
Fresno (Area 7) 9400 N. Matus Avenue Fresno, CA 93720				
Sanger (Area 8) 9525 E. Olive Sanger, CA 93657				
Sanger (Area 9) 3633 S. Del Rey Avenue Sanger, CA 93657				



**COUNTY OF FRESNO  
PRICING QUOTATION FORM**

**RFSQ NUMBER: 926-5478**

<b>COUNTY LOCATIONS</b>	<b>TRAILER SIZE</b>	<b>COST PER TRAILER TIRE CLEANUP (30-60 DAYS)</b>	<b>COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)</b>	<b>DELIVERY FEE PER TRAILER (IF APPLICABLE)</b>
Dunlap (Area 9D) 40315 Dunlap Road Dunlap, CA 93621				
Auberry (Area 11) 332148 Auberry Road Auberry, CA 93602				
Shaver (Area 12) 41686 Dinkey Creek Road Shaver Lake, CA 93664				
Material Storage Facility Denver and Lincoln Ave. Tranquillity, CA 93668				

**C. FUEL RECOVERY FEE – EMPTY TRAILERS RETURNED TO VENDOR**

- 1. In the case a trailer is not utilized and must be returned to the vendor, the vendor will only charge a nominal fee to recover the cost of fuel for the trip to recover the trailer and return it to the vendor's facility. Please indicate this fee below.**

**FUEL RECOVERY FEE: \$ \_\_\_\_\_ PER TRAILER**



**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**NO. 926-5478**

**COUNTY OF FRESNO**

**Tire Disposal and Recycling**

**Issuance Date:** June 3, 2016

**Closing Date:** **June 23, 2016**

**Submittals:** **Six (6) paper copies of the Statement of Qualifications**

**Addressed To:** Shannon W. Kirby, Purchasing Analyst

**Mailing Address:** County of Fresno, Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Mark Envelope:** "RFSQ – Tire Disposal and Recycling"

**Cost Limit for Agreement(s):** \$1,049,100.00

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

**Inquiries and Updates:** Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Shannon W. Kirby, Purchasing Analyst**, at **skirby@co.fresno.ca.us**, and received by the County no later than **10:00 A.M., June 13, 2016**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

**BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Statement of Qualifications (RSFQ's)"

American Refuse Inc DBA American Tire Tec  
Organization

Luis Vasquez Supervisor  
Individual/Contact Person Title

1316 J Street  
Street Address/P.O. Box

Wasco CA 93280  
City State Zip Code

661-758-5316 661-758-5363 Luis@americanrefuse.co  
Telephone Fax Number E-Mail Address



# COUNTY OF FRESNO PRICING QUOTATION FORM

Exhibit C-1  
2 of 5

RFSQ NUMBER: 926-5478

## A. AMERICAN AVENUE DISPOSAL SITE

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER (30-60 DAYS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630	53'	\$ 2014.27	\$ 360-

## B. ROAD MAINTENANCE TIRE CLEANUP AND WASTE TIRE AMNESTY DAYS

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Firebaugh (Area 1) 38835 W. Nees Avenue Firebaugh, CA 93622	53'	\$ 2194.34	\$ 2194.34	\$ 430-
Tranquillity (Area 2) 25411 W. Silveira Tranquillity, CA 93668	53'	\$ 2086.30	\$ 2086.30	\$ 388-
Coalinga (Area 3) 779 E. Polk Street Coalinga, CA 93210	53'	\$ 1744.16	\$ 1744.16	\$ 255-
Biola (Area 4) 12855 W. "G" Street Biola, CA 93606	53'	\$ 2086.30	\$ 2086.30	\$ 388-
Caruthers (Area 5) 2544 W. Mountain View Caruthers, CA 93609	53'	\$ 1833.68	\$ 1833.68	\$ 290-
Fresno (Area 7) 9400 N. Matus Avenue Fresno, CA 93720	53'	\$ 1843.19	\$ 1843.19	\$ 290-
Sanger (Area 8) 9525 E. Olive Sanger, CA 93657	53'	\$ 1933.24	\$ 1933.24	\$ 329-
Sanger (Area 9) 3633 S. Del Rey Avenue Sanger, CA 93657	53'	\$ 1942.24	\$ 1942.24	\$ 329-



## COUNTY OF FRESNO PRICING QUOTATION FORM

RFSQ NUMBER: 926-5478

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Dunlap (Area 9D) 40315 Dunlap Road Dunlap, CA 93621	53'	\$2041.27	\$2041.27	\$371-
Auberry (Area 11) 332148 Auberry Road Auberry, CA 93602	53'	\$2356.41	\$2356.41	\$493-
Shaver (Area 12) 41686 Dinkey Creek Road Shaver Lake, CA 93664	53'	\$2410.43	\$2410.43	\$514-
Material Storage Facility Denver and Lincoln Ave. Tranquillity, CA 93668	53'	\$2005.26	\$2005.26	\$360-

### C. FUEL RECOVERY FEE – EMPTY TRAILERS RETURNED TO VENDOR

- In the case a trailer is not utilized and must be returned to the vendor, the vendor will only charge a nominal fee to recover the cost of fuel for the trip to recover the trailer and return it to the vendor's facility. Please indicate this fee below.

FUEL RECOVERY FEE: \$ Delivery Fee Schedule PER TRAILER



1316 J Street Wasco, CA 93280 Office 661.758.5316 Fax 661.758.5363 www.americanrefuse.co

email: luis@americanrefuse.co

June 17, 2016

To: County Of Fresno

RE: Company Data for NO. 926-5478

1. Firm Name: American Refuse, Inc. DBA: American Tire Tec  
Address: 1316 J Street, Wasco, CA 93280  
Phone: 661-758-5316 Fax: 66-758-5363

2. American Refuse, Inc. is a California Corporation  
Over 10 years Cal-Recycle certified tire hauler and End use facility TPID #1002565.

3. Company principals who will be responsible for the services and their experience:

Jeff Martin: President/Owner Operator, 10 years managing/supervising the collection, hauling, processing, disposing and recycling of all types of tires, as well as maintaining all proper required permits, licenses and certifications for approved vehicles and processing facility.

Luis Vasquez: Operations supervisor, 8 years is assisting of management and supervision of collection, hauling, processing, disposing and recycling of all types of tires.

Terry Lewis: 20 years experience dispatching. Responsible for scheduling and accurately reporting to Cal Recycle all necessary paper work and manifests as per law requires.

Joy Stewart: 40 years experience in Office Management and Accounting. Responsible for overseeing staff during billing.

4. Five Client References:

- |                              |                |
|------------------------------|----------------|
| 1. T and F Tire              | 1-559-685-5050 |
| 2. County Of Kern            | 1-661-862-8900 |
| 3. Country Tire and Wheel    | 1-661-391-0887 |
| 4. Tyack Tire of Bakersfield | 1-661-324-9747 |
| 5. Smith and Son Tires       | 1-661-587-1801 |



# **Gilton Resource Recovery / Transfer Facility, Inc.**

**Request for Statement of Qualification  
No. 926-5478  
Tire Disposal and Recycling**

**June 2016**

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**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**NO. 926-5478**

**COUNTY OF FRESNO**

**Tire Disposal and Recycling**

**Issuance Date:** June 3, 2016

**Closing Date:** June 23, 2016

**Submittals:** Six (6) paper copies of the Statement of Qualifications

**Addressed To:** Shannon W. Kirby, Purchasing Analyst

**Mailing Address:** County of Fresno, Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Mark Envelope:** "RFSQ – Tire Disposal and Recycling"

**Cost Limit for Agreement(s):** \$1,049,100.00

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

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**BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Statement of Qualifications (RSFQ's)"

Gilton Resource Recovery/Transfer Facility, Inc  
Organization

Aaron Danhoff Environmental Resource Specialist  
Individual/Contact Person Title

755 S. Yosemite Avenue  
Street Address/P.O. Box

Oakdale CA 95306  
City State Zip Code

(209) 840-5664 (209) 527-0442 aaron@gilton.com  
Telephone Fax Number E-Mail Address

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**Attachment:**

- A. Pricing Quotation Form

## I. OVERVIEW

It is the intent of the County of Fresno to establish a master agreement with several contractors for the provision of collecting, hauling, and recycling of waste tires collected at its American Avenue Disposal Site in Kerman, CA; through tire cleanup activities performed by the Road Maintenance and Operations Division at multiple yards located throughout the County; as well as through the Resources Division's waste tire amnesty events, held at the multiple Road Maintenance yards located throughout the County.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

## II. SERVICES TO BE PROVIDED BY CONTRACTOR

The successful contractors will:

- Provide collection, hauling, and recycling services for multiple sizes of tires including standard passenger tires (car, light truck, van, and motorcycle), truck tires (diesel/"big rig" tires), and tractor tires.
- Provide a van trailer(s) with minimum length of 45 feet for the Road Maintenance Division tire cleanup activities and Resources Division waste tire amnesty activities.
  - o Provide the van trailer(s) to the Road Maintenance Division at designated Road Maintenance yards for a minimum of 30-60 days. Road Maintenance staff performs waste tire removal services on County roads and rights-of-way and unloads the waste tires and tire scrap into the furnished van trailer.
  - o Provide the van trailer(s) to the Resources Division at designated Road Maintenance yards for a weekend waste tire amnesty event. Resources staff coordinates waste tire amnesty events and invites County residents to the designated Road Maintenance yard to drop off accumulated waste tires and tire scrap. County staff, and/or outside agency labor crews (inmate work crews, Conservation Corps work crews, etc.) unload the waste tires and tire scrap into the furnished van trailer.
- Provide a gondola or open top trailer(s) with minimum length of 45 feet for the American Avenue Disposal Site for waste tire removal activities.
  - o Provide the gondola/open-top trailer(s) to the American Avenue Disposal Site (AADS) to be staged at the designated waste tire storage area for loading. County residents utilize AADS to dispose of waste tires and tire scrap, and AADS staff utilizes loaders and/or other heavy equipment to load multiple waste tires at once into the top of the trailer.

## III. AGREEMENT TERM

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total fee is \$1,049,100.00. The cost rates presented in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates once annually for inflation. The Contractor may request new rates from the Department, subject to written approval of the Department's representative. The Contractor shall initiate the rate adjustment process by submitting a proposed adjusted fee schedule to the Department for review and approval. The Department's Director or his/her designee expressly reserves the right to approve all rate increases. Specific project work may be extended or may be transferred to another Contractor if work is not concluded by the end of the Agreement.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

#### IV. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in three (3) parts.

##### A. COMPANY DATA:

The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:

1. Firm name, address and phone number
2. Type of organization (sole-proprietorship, partnership, or corporation)
3. Company principals who will be responsible for the services, and their training and experience
4. List the name and phone number of at least five relevant client references

##### B. PERMITS AND LICENSES:

1. Must possess all required permits, licenses, certifications, and endorsements pursuant to all federal, state, and local regulations pertaining to the collection, transportation, and disposal and/or recycling of waste tires/tire materials.
2. Must maintain all proper documentation of said waste tires/tire materials from the collection point to the destination facility and ultimate disposition (shredding, chipping, grinding, recycling, etc.) as required by federal, state, and local regulations.

##### C. BILLING AND REPORTING:

1. Must provide accurate and timely billings for services provided. Invoices shall be submitted within 5-7 business days to the appropriate County staff so that invoices can be reviewed and approved for payment in a timely fashion.
  - Will only charge a nominal fee in the case that a trailer is not utilized after request for service. This fee will serve to recover the cost of fuel, but the County will not be expected to incur the full cost of the trailer.
2. Must provide monthly reports summarizing number of trailers, dates and locations where trailers were dropped and picked up, tonnage collected, as well as copies of all manifests, scale tickets, etc. for said waste tires/tire materials. Because tire cleanup and tire amnesty activities are made possible by State funded grant programs, supporting documents such as these aforementioned documents are necessary for grant reporting purposes.

#### DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

#### V. INSURANCE

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars

(\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## VI. SELECTION PROCEDURE

A Selection Committee ("the Committee") will be formed to review and evaluate the Statements of Qualifications (SOQs) and to make recommendations. The Committee will consist of Department representatives who will screen the SOQs to narrow consideration to those firms deemed qualified to provide the services needed under this RFSQ. The Committee will address the following criteria in its evaluation of the SOQs:

- Qualifications of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Projects similar in nature to what is required in this RFSQ.
- Experience of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Key personnel experience (project manager/account executive/project coordinator).

- Current and valid permitting and licensing documents from regulatory/government agencies.
- Compliance/permitting issues or regulatory complications within the previous five (5) years.
- Positive feedback from provided references.
- Providing the requisite services, as outlined in this RFSQ, in a timely and efficient fashion:
  - Prompt turnaround time for delivery and pickup of tire trailers supplied for County activities (Disposal Site tire removal, Road Cleanup, and Tire Amnesty).
  - Ability to supply trailers for an extended period of time (30-60 days for Disposal Site and Road Cleanup activities).
- Technical Qualifications:
  - Trailer Fleet (Size of fleet and trailer type, i.e. van trailers, gondola/open top trailers, etc.).
- Cost:
  - Cost will be taken into consideration in terms of departmental planning and budgeting, but is not a primary determining factor in the award/evaluation process of this RFSQ.

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

## VII. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.



## COUNTY OF FRESNO PRICING QUOTATION FORM

RFSQ NUMBER: 926-5478

**A. AMERICAN AVENUE DISPOSAL SITE**

**1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS**

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER (30-60 DAYS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630	50 yard Box (x2)	\$1,638.00 +\$5 per day rental	0

**B. ROAD MAINTENANCE TIRE CLEANUP AND WASTE TIRE AMNESTY DAYS**

**1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS**

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Firebaugh (Area 1) 38835 W. Nees Avenue Firebaugh, CA 93622	50 yard Box (x2)	\$1,638.00 +\$5.00 per day rental	\$1,638.00 +\$5.00 per day rental	0
Tranquillity (Area 2) 25411 W. Silveira Tranquillity, CA 93668	"	"	"	"
Coalinga (Area 3) 779 E. Polk Street Coalinga, CA 93210	"	\$1,752.00 +\$5.00 per day rental	\$1,752.00 +\$5.00 per day rental	"
Biola (Area 4) 12855 W. "G" Street Biola, CA 93606	"	\$1,638.00 +\$5.00 per day rental	\$1,638.00 +\$5.00 per day rental	"
Caruthers (Area 5) 2544 W. Mountain View Caruthers, CA 93609	"	"	"	"
Fresno (Area 7) 9400 N. Matus Avenue Fresno, CA 93720	"	"	"	"
Sanger (Area 8) 9525 E. Olive Sanger, CA 93657	"	"	"	"
Sanger (Area 9) 3633 S. Del Rey Avenue Sanger, CA 93657	"	"	"	"

\* 50 yard Box = 23x8x8

\* All reference to "Trailer" shall mean two(2) 50yard boxes



## COUNTY OF FRESNO PRICING QUOTATION FORM

RFSQ NUMBER: 926-5478

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Dunlap (Area 9D) 40315 Dunlap Road Dunlap, CA 93621	50 Yard Box (x2)	\$1,752.00 +\$5.00 per day rental	\$1,752.00 +\$5.00 per day rental	0
Auberry (Area 11) 332148 Auberry Road Auberry, CA 93602	"	"	"	"
Shaver (Area 12) 41686 Dinkey Creek Road Shaver Lake, CA 93664	"	"	"	"
Material Storage Facility Denver and Lincoln Ave. Tranquillity, CA 93668	"	\$1,638.00 +\$5.00 per day rental	\$1,638.00 +\$5.00 per day rental	"

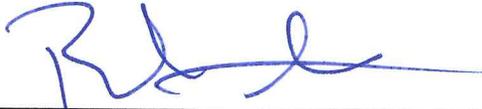
### C. FUEL RECOVERY FEE – EMPTY TRAILERS RETURNED TO VENDOR

- In the case a trailer is not utilized and must be returned to the vendor, the vendor will only charge a nominal fee to recover the cost of fuel for the trip to recover the trailer and return it to the vendor's facility. Please indicate this fee below.

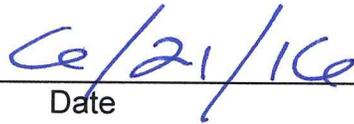
FUEL RECOVERY FEE: <sup>\$300 per Box</sup>  
\$ 600 for 2 Boxes PER TRAILER

## Verification Under Penalty of Perjury

I, Richard Gilton, as President / General Manager of Gilton Solid Waste Management, Inc., verify, under penalty of perjury, that this ownership, operational capability and financial support statement is true and correct.



Richard Gilton  
President



Date

# **SOQ # 926-5478**

## **Statement Of Ownership, Operational Capability, & Financial Support**

# 1. Statement of Ownership

## Ownership Information: Gilton Resource Recovery /Transfer Facility, Inc.

Richard Gilton:	President
Shares Owned:	25%
Home Address:	12725 Sierra View Oakdale, CA 95361
Home Phone:	(209) 847-6449
Business Address:	755 S. Yosemite Avenue Oakdale, CA 95361
Business Phone:	(209) 527-3781

Tedford Gilton:	Vice President
Shares Owned:	25%
Home Address:	12724 Sierra View Oakdale, CA 95361
Home Phone:	(209) 845-2625
Business Address:	755 S. Yosemite Avenue Oakdale, CA 95361
Business Phone:	(209) 527-3781

Karen Gilton Hardister:	Vice President
Shares Owned:	25%
Home Address:	6031 Skittone Modesto, CA 95356
Home Phone:	(209) 602-2670
Business Address:	755 S. Yosemite Avenue Oakdale, CA 95361
Business Phone:	(209) 527-3781

Donna Gilton Love:	Vice President, Secretary, Treasurer
Shares Owned:	25%
Home Address:	2524 Beatrice Lane Modesto, CA 95355
Home Phone:	(209) 551-3144
Business Address:	755 S. Yosemite Avenue Oakdale, CA 95361
Business Phone:	(209) 527-3781

## 2. Statement of Financial Support

Oak Valley Community Bank 125 N. 3 <sup>rd</sup> Avenue Oakdale, CA 95361 Contact – Mr. Gary Stephens Phone - (209) 758-8045	Priest, Amistadi, CPAs 1021 14 <sup>th</sup> Street Modesto, CA 95354 Contact - Mr. Howard Priest Phone - (209) 544-7090
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## 3. Statement of Operational Capability

### 3 A. - Responsible Person

Richard Gilton:	President/General Manager
Home Address:	12725 Sierra View Oakdale, CA 95361
Home Phone:	(209) 847-6449
Business Address:	755 S. Yosemite Avenue Oakdale, CA 95361
Business Phone:	(209) 527-3781

### 3 B. - Key Employees and Organizational Structure

#### Richard Gilton, President/General Manager

Richard is charged with the responsibility to ensure that the overall goals for the company are being met. Through consultation and cooperation with the Management Team, he sets both long and short term objectives for the company. He negotiates contracts and franchise agreements, and has the responsibility to monitor the progress of the Management Team on a day-to-day basis.

Richard has been leading the Management Team for the last 30 years. Prior to his assuming the position of General Manager, he was responsible for all issues related to permitting, franchise agreements, contracts and special service

agreements. He has held almost every position in the company at one time or another, including driver's helper, mechanic, accounts receivable clerk and secretary. He is extremely knowledgeable in all aspects of solid waste management, operations, regulations, recycling and diversion programs. He has been with the company for 43 years.

**David Blom, Operations Manager**

David is in charge of all the daily operations of GSWM and GRR. He directs four managers responsible for routing, hauling, collection, and fleet maintenance. David handles personnel matters and safety coordination. He began his career with the company as a route driver, became an accomplished mechanic, and subsequently worked his way up to Shop Manager. David has been the Operations Manager for 27 years, has worked for GSWM for 43 years and is experienced in all waste management systems and operations.

**Robert Pritchard, Controller/Office Manager**

Robert is in charge of financial accounting and manages the accounting, personnel and customer services staff. He assists in franchise negotiations and contracts, manages accounts receivable/payable programs, and our benefit program. Robert is a Certified Public Accountant and worked in a public accounting firm after graduating from CSU, Stanislaus in 1981. He has had 31 years of experience in corporate accounting and has been with GSWM for 28 years.

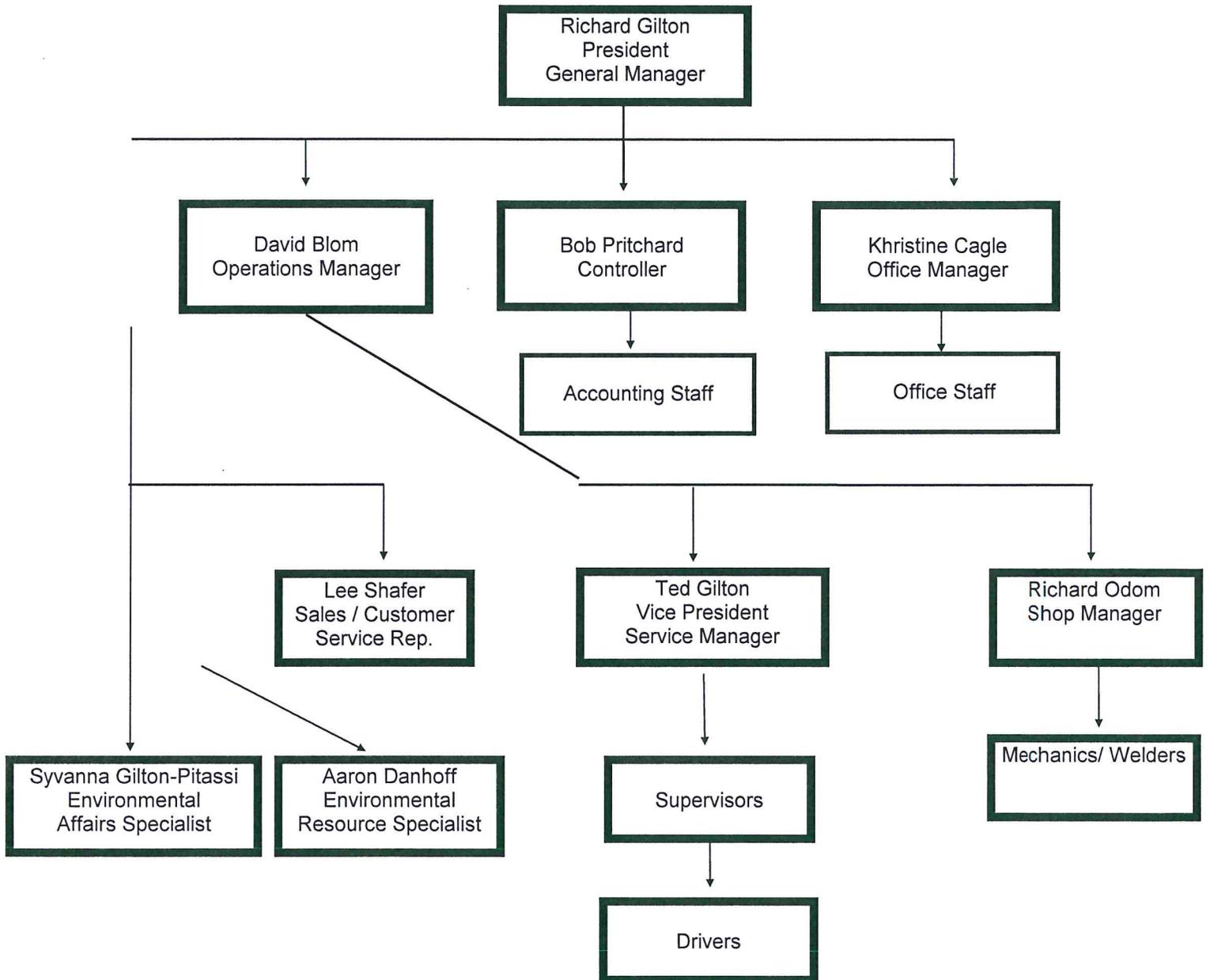
**Ted Gilton, Vice President/Residential Services Manager**

Ted manages the collection and transfer of all residential wastes. He oversees transportation and equipment for seven cities and three counties. Ted has developed his experience by working for GSWM for over 36 years and has held many positions in the company. He currently handles residential and commercial routing, long haul, waste transfer, and manages personnel attached to these operations.

**Richard Odom, Shop Manager**

Richard is responsible for the maintenance and repairs of all GRR vehicles and equipment. GRR equipment includes front, side, and rear loaders, tractor trailers, roll-off trucks, heavy loading equipment, a tub grinder, screener, and service vehicles. He also manages the company's welding department. Richard has been with the Company for 28 years and currently supervises approximately 25 employees. He has oversight for fabrication, equipment purchases, parts, repair stock, and the Company's B.I.T. program.

## Organizational Chart



# **SOQ # 926-5478**

## **Gilton Resource Recovery / Transfer Facility, Inc. Vehicle / Equipment List**

Trucks Used for Industrial/Tire Hauling

Truck #	Make / Type	Year	VIN #	License #
368	FREIGHTLINER / ROLL OFF	1996	1FUY3MCB3TP576894	7F85402
372	VOLVO / ROLL OFF	1997	4VMDCMBE9VR739397	5L38233
373	VOLVO / ROLL OFF	1997	4VMDCMBE3VR739394	5L38235
374	VOLVO / ROLL OFF	2011	4V5NC9EH0BN298720	28144B1
375	VOLVO / ROLL OFF	2011	4V5NC9EH2BN298721	07155A1
376	VOLVO / ROLL OFF	2011	4V5NC9EH4BN298722	98664C1
380	VOLVO / ROLL OFF	2011	4V5NC9EH0BN530801	27117J1
381	VOLVO / ROLL OFF	2011	4V5NC9EH9BN530800	27118J1
382	VOLVO / ROLL OFF	2014	4V4MC9EH0EN163984	53681N1
383	VOLVO / ROLL OFF	2014	4V4MC9EH9EN163983	53682N1
384	VOLVO / ROLL OFF	2015	4V5MC9EH8FN928596	28284J1
385	VOLVO / ROLL OFF	2015	4V5MC9EH7FN928606	28285J1
386	VOLVO / ROLL OFF	2015	4V5MC9EH3FN928599	52521N1
387	VOLVO / ROLL OFF	2015	4V5MC9EH1FN928598	52520N1
388	VOLVO / ROLL OFF	2015	4V5MC9EH1FN928603	53721N1
389	VOLVO / ROLL OFF	2015	4V5MC9EHXFN928602	53720N1
390	VOLVO / ROLL OFF	2015	4V5MC9EH3FN928604	29022J1
391	VOLVO / ROLL OFF	2015	4V5MC9EH8FN928601	29021J1
392	VOLVO / ROLL OFF	2015	4V5MC9EH5FN928605	29268J1
393	VOLVO / ROLL OFF	2015	4V5MC9EHXFN928597	29267J1
394	VOLVO / ROLL OFF	2015	4V5MC9EH9FN928607	07073L1
395	VOLVO / ROLL OFF	2015	4V5MC9EH6FN928600	07074L1

Drop Boxes Used for Industrial/Tire Hauling

SIZE	QUANTITY
10 CY	54
15 CY	2
18 CY	5
20 CY	47
25 CY	309
30 CY	51
35 CY	266
40 CY	14
50 CY	188

# **SOQ # 926-5478**

## **Gilton Resource Recovery / Transfer Facility, Inc. Reference List**

## **Reference & Phone Number**

**Wilson Way Tire Company – (209) 465-3262**

**Morgan Tire of Sacramento – (916) 924-1458**

**Merced County Regional Waste Management Authority – (209) 723-4481**

**Topa Tires – (408) 300-7831**

**GCR Tires – (707) 545-8740**

# **SOQ # 926-5478**

## **Permits and Licenses**

Waste Tire Management  
System 3.86.0046

Authorized Use Only

Home | Help | Sign Out

Applications: Gilton Solid Waste Management, Inc. (TPID:1001979)

**Further Changes , please contact waste tire management program.**

**Application/Registration Information**

**Application Year:** 2016

I understand that any misstatement or omission of material fact on this application shall be cause for punitive action or may be grounds for criminal, civil, or administration actions, including denial, revocation, or suspension of the waste tire hauler registration. I certify under penalty of perjury under the laws of the State of California that the information on this application form is true and correct.

**Printed On:** 10/27/2015

**Applicant Name:** Aaron Danhoff

**Signature Date:** 10/27/2015 

**Application Status:** Complete

**Status Changed On:** 10/27/2015

**Requestor:** Aaron Danhoff

**Request a Temp Decal:**

**Business Ownership Type:** Corporation

**Application Notes:**

**Temporary Decals**

<input type="checkbox"/>	<b>TEMP DECAL NUMBER</b>	<b>DECAL ISSUE DATE</b>	<b>DECAL EXPIRES</b>	<b>TEMP DECAL STATUS</b>
<input type="checkbox"/>	<a href="#">16-20089</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20090</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20091</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20092</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20093</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20094</a>	10/27/2015	12/31/2016	Active
<input type="checkbox"/>	<a href="#">16-20095</a>	10/27/2015	12/31/2016	Active

Page 1 of 1 [Export To Excel](#) Count: 7

**Created by:** Aaron Danhoff 10/27/2015 9:55 AM  
**Last Updated by:** Alexis Garcia-Cisneros 10/27/2015 3:18 PM

Waste Tire Management System <https://secure.calrecycle.ca.gov/WTMS/>  
Contact: [WasteTires@calrecycle.ca.gov](mailto:WasteTires@calrecycle.ca.gov) 1-866-896-0600 (toll free)

State of California  
CIWMB 61 (Rev. 04/10)

California Integrated Waste Management Board  
Waste Tire Hauler Bond

### WASTE TIRE HAULER BOND

BOND NUMBER 103517462

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, The Undersigned GILTON SOLID WASTE MANAGEMENT, INC. GILTON RESOURCE RECOVERY/TRANSFER FACILITIES, whose address for service is 755 S. YOSEMITE AVENUE OAKDALE, CA 95361, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of CONNECTICUT and authorized to transact a general surety business in the State of California, whose address for service is One Tower Square Hartford, CT 06183, as Surety, are held and firmly bound unto the State of California in the sum of TEN THOUSAND DOLLARS (\$10,000) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is required by the provisions of Section 42955 of the Public Resources Code to file or have on file a bond as therein prescribed in the amount of ten thousand dollars (\$10,000), and said Principal admits it is so required; and

WHEREAS, the above-named Principal, pursuant to California Senate Bill No. 744 (McCorquodale), Chapter 511, Statutes of 1993, an act to amend Section 42889 of, and to add Chapter 19 (commencing with Section 42950) to Part 3 of Division 30 of, the Public Resources Code, relating to used and waste tire haulers, is applying to the California Integrated Waste Management Board for a registration to engage in transportation of used and waste tires as defined in California Statutes of 1993, Chapter 511, Part 3 of Division 30, Chapter 19, Article 1, Section 42950 et seq., at the following location:

\_\_\_\_\_  
\_\_\_\_\_; and

NOW THEREFORE, the conditions of the foregoing obligation are that if the Principal above named shall faithfully comply with all and be subject to all applicable statutes, rules, and used and waste tire hauler registration conditions of the State of California, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is issued subject to the following express conditions:

1. This bond shall be effective on 13 day of March, 2016, and shall run concurrently with the period of the registration granted to the Principal, and shall remain in full force and effect for any renewals thereof, provided, however, that the penalty of said bond shall not be cumulative from year to year, and the total liability of the Surety herein shall not exceed the sum of ten thousand dollars (\$10,000), regardless of the number of registration periods for which said bond is in force.

2. The conditions of this bond are as set forth in Chapter 19 (commencing with Section 42950) of Part 3 of Division 30 of the Public Resources Code and any regulations adopted to carry out this chapter or any of the California Integrated Waste Management Board's duties or responsibilities imposed pursuant to this chapter.

3. This bond is executed by the surety to comply with the provisions of Chapter 19 (commencing with Section 42950) of Part 3 of Division 30 of the Public Resources Code and applicable regulations and of Chapter 2 (commencing with Section 995.010), Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

4. Any person claiming against said bond may bring an action on this bond, provided that written claim of such right of action shall be made to a principal or the surety company within two years after the injury.

5. It shall be the responsibility of the Surety to notify the California Integrated Waste Management Board immediately upon the payment of any funds which decreases the liability of the Surety under this bond, or if there is outstanding a claim for which the Principal and/or bonding company is liable.

6. This bond may be canceled by the Surety by sending a notice of cancellation by registered or certified mail to the Tire Hauler Compliance Section, Compliance Evaluation and Enforcement Division, P.O. Box 4025, Sacramento, CA 95812-4025. The Surety shall at the same time mail or deliver a copy of the notice of cancellation to the Principal. [See Code of Civil Procedure Section 996.310 et seq.] Such cancellation shall take effect 30 days from the date said notice of cancellation is received by the California Integrated Waste Management Board.

IN WITNESS WHEREOF, the above named parties have executed this instrument the

28 day of December, 2015

Corporate Seal  
of Principal  
(if corporation)

  
GILTON SOLID WASTE MANAGEMENT, INC. GILTON RESOURCE RECOVERY/TRANSFER FACILI

Principal

By



(Title)

ACKNOWLEDGMENT OF SURETY

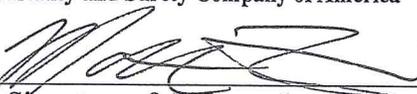
I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in San Jose, CA on December 28, 2015, under the laws of the  
(City, State) (Date)

State of California.

Travelers Casualty and Surety Company of America

Corporate Seal  
of Surety



Signature of Attorney-In-Fact for Surety

Matthew Micheletti

Printed or Typed Name of Attorney-In-Fact for Surety

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Stanislaus

On 03/09/2016 before me, Betsy D. Mamone, Notary Public  
(insert name and title of the officer)

personally appeared Richard Gilton,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betsy D. Mamone (Seal)





POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217267

Certificate No. 004020180

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Micheletti, Matthew Micheletti, and Brian J. Stenhouse

of the City of San Jose, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of December, 2010.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 23rd day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

# WASTE TIRE FACILITY PERMIT

Facility/Permit Number:  
**TPID # 1001979**

**1. Name & Street Address of Facility:**

Gilton Resource Recovery/  
Transfer Facility, Inc.  
800 S. McClure Road  
Modesto, CA 95357

**2. Name & Mailing Address of Operator:**

Gilton Resource Recovery/  
Transfer Facility, Inc.  
755 S. Yosemite Avenue  
Oakdale, CA 95361

**3. Name & Mailing Address of Property Owner:**

Gilton Resource Recovery/  
Transfer Facility, Inc.  
755 S. Yosemite Avenue  
Oakdale, CA 95361

**4. Specifications:**

a. Permit Type:                     Major Waste Tire Facility                     Minor Waste Tire Facility

b. Maximum Permitted Capacity:    4,999 Whole Waste Tires/Passenger Tire Equivalents

c. Permitted Area (acres):    51 acres

Violation of any term or condition of this permit or the Waste Tire Storage and Disposal Standards may result in any of the following: issuance of orders (clean up and abatement); penalties (civil, administrative, or criminal); and permit revocation or suspension.

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The included findings and conditions supersede the conditions of any previously issued waste tire facility permit and/or exclusion(s).

This permit shall remain active unless or until the facility is closed pursuant to Title 14, California Code of Regulations (14 CCR), Section 18440 or is abandoned.

**5. Approval:**



\_\_\_\_\_  
Approving Officer Signature

Susan Markie, Chief  
Permitting & Assistance Branch  
Waste Permitting, Compliance & Mitigation Division  
Department of Resources Recycling & Recovery (CalRecycle)

**6. Enforcement Agency Name and Address:**

Department of Resources Recycling and Recovery  
(CalRecycle)  
1001 I Street  
P.O. Box 4025  
Sacramento, CA 95812

Waste Tire Hotline: (866) 896-0600

**7. Date Application Received:**

December 10, 2014

**8. Date Application Accepted:**

January 9, 2015

**9. Permit Issued Date:**

May 11, 2015

**10. Permit Review Due Date:**

May 11, 2020

**11. Owner/Operator Transfer Date:**

# WASTE TIRE FACILITY PERMIT

Facility/Permit Number:  
**TPID # 1001979**

**12. Legal Description of Facility:**

Assessor's Parcel Number (APN): 039-011-023, 024, & 025

**13. Findings:**

- a. This permit is consistent with the standards adopted by the California Department of Resources Recycling and Recovery (CalRecycle) as required by 14 CCR, Division 7, Chapter 6.
- b. The design and operation of the facility is consistent with the Waste Tire Storage and Disposal Standards applicable to a minor waste tire facility, pursuant to PRC Section Section 42830 et seq. and implementing regulations found in 14 CCR, Division 7, Chapter 3.
- c. This is an existing facility and there has been no substantial change in design or operation at the facility. The facility is located at a permitted solid waste transfer station (Gilton Resource Recovery Transfer Facility, Inc., SWIS number 50-AA-0012) within an Industrial zone and is consistent with the Stanislaus County local zoning designation and General Plan. An EIR was filed with the State Clearinghouse (SCH # 87122902) and certified by the Stanislaus County Board of Supervisors, as the Lead Agency, on November 29, 1988. The EIR supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the SCH on February 13, 1989.
- d. This permit does not release the permittee from their responsibility under any other existing laws, ordinances, regulations, or statutes of other government agencies.

**14. The following documents describe and/or restrict the operation of this facility:**

	Date		Date
<input checked="" type="checkbox"/> Permit Application (CalRecycle 500)	11/25/2014	<input checked="" type="checkbox"/> Vector Control Approved Alternatives	6/11/2014
<input checked="" type="checkbox"/> Operation Plan (CalRecycle 501)	11/25/2014	<input checked="" type="checkbox"/> Local Fire Authority Requirements/ Approved Alternatives	8/18/2014
<input checked="" type="checkbox"/> Environmental Information (CalRecycle 502)	11/25/2014	<input type="checkbox"/> Conditional Use Permit	n/a
<input checked="" type="checkbox"/> Emergency Response Plan (CalRecycle 503)	11/25/2014	<input checked="" type="checkbox"/> Local & County Ordinances	12/12/1991
<input type="checkbox"/> Closure Plan (CalRecycle 504)	n/a	<input checked="" type="checkbox"/> EIR	1988
<input type="checkbox"/> Reduction/Elimination Plan	n/a	<input type="checkbox"/> Air Pollution Permits and Variances	n/a
<input type="checkbox"/> Closure Financial Responsibility Document	n/a	<input type="checkbox"/> Lease Agreements - Owner & Operator	n/a
<input type="checkbox"/> Operating Liability Document	n/a	<input type="checkbox"/> Other (list):	n/a
<input checked="" type="checkbox"/> Fire Safety Plan	11/25/2014		

**15. Conditions - Site Specific:**

- a. The permittee shall store no more than 4,999 waste tires on site, at any given time. A waste tire includes a repairable tire, scrap tires, baled tires, and altered tires, but does not include crumb rubber (less than or equal to ¼ inch in size), tire derived product as defined in PRC 42805.7, or a used tire meeting the definition of PRC Section 42806.5.
- b. The waste tire storage shall be arranged as approved by the local fire authority and as detailed on the Plot Plan on Page 5 of this permit and described in the Waste Tire Facility Operation Plan (Operation Plan).

# WASTE TIRE FACILITY PERMIT

Facility/Permit Number:

TPID # 1001979

## 16. Conditions - General:

- a. The design and operation of this facility shall comply with the applicable Waste Tire Storage and Disposal Standards contained in 14 CCR, Division 7, Chapter 3, Article 5.5. The permittee shall also comply with the permitting requirements in 14 CCR, Division 7, Chapter 6.
- b. In the event of a fire or other emergency that may have potential significant off-site effects, the permittee shall notify CalRecycle within 24 hours by calling the Waste Tire Hotline at (866) 896-0600.
- c. Upon presentation of proper credentials, CalRecycle staff or authorized representative of CalRecycle, shall be allowed to enter the permitted facility during normal operating hours to examine and copy books, papers, records, or memorandum, to take photographs of the permitted facility, and to conduct inspections and investigations pertaining to the facility. Upon request, the permittee shall provide copies of any and all required records to CalRecycle or an authorized representative within a timeframe specified by CalRecycle or the authorized representative. CalRecycle staff, designated contractors and representatives shall also have access to the facility to investigate, remediate, or stabilize the facility, if such activities are deemed necessary to protect the public health, safety and the environment.
- d. The permittee shall maintain a copy of any local fire authority approved alternatives and Fire Safety Plan at the facility. The permittee shall maintain a copy of the Emergency Response Plan at the facility. At the time of permit issuance, the permittee shall forward a copy of the Emergency Response Plan to the local fire authority. The Emergency Response Plan shall be revised as necessary to reflect any changes in the operations of the waste tire facility or requirements of the local fire authority. Such revisions to the Emergency Response Plan will not be effective until CalRecycle concurs with the revisions. All emergency phone numbers shall be updated immediately. The local fire authority and CalRecycle shall be notified of any changes to the Emergency Response Plan within 30 days of implementing the revision.
- e. The permittee shall maintain copies of all waste and used tire manifests documenting tire movement in and out of the facility for a minimum of three (3) years.
- f. The permit-related Tire Program Identification (TPID) Certificate shall be posted in a visible location at the facility as required by 14 CCR Section 18459.1.
- g. This permit shall be posted in a visible location at the facility and the Operation Plan and Emergency Response Plan for this facility shall be available on-site. All facility personnel shall be familiar with the terms and conditions of this permit, Operation Plan and Emergency Response Plan for this facility.
- h. Other local permits or approvals referenced in this permit shall be maintained in force at all times that this permit is active. In the event the permittee intends to modify any permit or approval from another government program, the permittee shall notify CalRecycle in writing at least 30 days prior to the change and include copies of any renewed or modified permits or approvals from these agencies. In the event any permit or approval from another government program is modified, suspended or revoked, or expires, the permittee shall notify CalRecycle in writing within five (5) working days of the modification, suspension, revocation or expiration, and include copies of the pertinent documents with the notification.
- i. The permittee shall notify CalRecycle in writing of each administrative change no later than seven (7) business days after the change is effective. Administrative changes shall include, but not be limited to, changes to any information in the application that does not apply to the design and operation of the facility.
- j. If the owner or operator of this facility plans to sell, encumber, transfer or convey the ownership or operation of the facility or land to a new owner or operator, or plans to change their address, then the permittee shall notify CalRecycle 30 days prior to the date of the planned transaction. The new owner or operator shall submit information to CalRecycle as prescribed in 14 CCR Section 18428.
- k. The terms and conditions of this permit may change as a result of a revision of CalRecycle's statutes or regulations.
- l. The permittee shall report to CalRecycle the receipt of 10 or more waste or used tires from unregistered haulers in a manner that is consistent with 14 CCR Section 18461.

# WASTE TIRE FACILITY PERMIT

Facility/Permit Number:

TPID # 1001979

## 16. Conditions – General Continued:

- m. The permittee shall maintain a copy of the Operation Plan at the facility. All site conditions, equipment, and precautions outlined in the Operation Plan shall remain in force at all times that this permit is active. In no case shall the permittee implement any change at the facility without first seeking approval from CalRecycle by submitting a written notice of the proposed change to CalRecycle at least 90 days in advance of the change. Such revisions to the Operation Plan will not be effective until CalRecycle concurs with the revisions.
- n. CalRecycle staff reserves the right to suspend or modify waste tire receiving and/or storage operations when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance, to protect the public health and safety, protect and rehabilitate or enhance the environment, or to mitigate adverse environmental impacts.
- o. The permittee shall only give, contract, or arrange with California registered used and waste tire haulers to transport waste tires or tire pieces (greater than 1/4") away from the facility, unless the hauler is exempt as specified in PRC Section 42954, or CalRecycle has granted written approval to the permittee or the hauler.
- p. The permittee shall only give, contract, or arrange for the removal of Tire Derived Product (TDP) from the facility after first obtaining an exemption letter from CalRecycle, and providing a copy of that letter to the hauler as required by 14 CCR Section 18451. In the absence of a letter, the permittee shall ensure that all loads of TDP removed from the facility comply with all manifesting requirements.
- q. Waste tires used in on-site construction projects or any other beneficial reuse must be pre-approved as required by 14 CCR Section 18431.3; otherwise, the waste tires shall count toward the Maximum Permitted Capacity specified on page one of this permit.
- r. This permit has been issued to the operator for the waste tire facility located at 800 S. McClure Road, Modesto, CA and is not transferable to any other location, pursuant to PRC Section 42808.
- s. The permittee shall maintain a record of the total number of waste tires received, stored on-site, and removed, measured once each month, and upon request, provide a quarterly report containing that information in a manner prescribed by CalRecycle.
- t. Prior to initiating closure of this facility, the permittee shall notify and obtain written approval from CalRecycle of the proposed final destination sites, where the tires are planned to be taken (14 CCR Sections 18440 & 18441).

# West Coast Rubber Recycling, INC.

1501 Lana Way  
Hollister, CA 95023  
groundrubber.com

Plant: (831) 634-2800  
Fax: (831) 634-2801  
groundrubbersolutions.com

Tires Recycled & Reused for: Playground Safety, Horse Arenas & Crumb Rubber

## IV. SOQ SUBMITTAL REQUIREMENT RESPONSES:

### A. COMPANY DATA

1. West Coast Rubber Recycling, Inc.
2. Corporation
3. Cameron Wright, Owner/CEO and General Manager of all waste tire processing/operations at our plant for last 18 years.
4. Relevant Client references:
  - A. Brett Barstow, Owner/CEO, Golden Byproducts, Inc. 209-668-4855
  - B. Mike Hunsacker, General Manager, TRI-C Machining, 916-371-8090.
  - C. Marty Yerrick, Landfill Superintendent, Merced County Regional Waste Authority, 209-723-4481.
  - D. Mandy Brooks, Recycling Coordinator, Salinas Valley Solid Waste Authority, 831-775-3000
  - E. Dave Staub, Deputy Director of Public Works, City of Santa Clara, 408-615-3086

### B. PERMITS AND LICENSES

1. West Coast Rubber Recycling, Inc. possesses all required permits, licenses, certifications and endorsements pursuant to all federal, state and local regulations pertaining to the collection, transportation, and disposal and/or recycling of waste tires and tire materials. We are considered a "stakeholder" company in California and routinely contribute to various symposiums and other state legislature fact-finding and policy-making events. We are a registered waste tire hauler and possess a "Minor Waste Tire Facility Permit" for processing waste tires at our location.
2. We complete and maintain all proper documentation of waste tires and waste tire materials from the collection point to the destination facility and ultimate disposition as required by federal, state, and local regulations. Furthermore, we are one of the few haulers approved by The California Dept. of Resources, Recycling and Recovery to process our waste tire hauling manifests utilizing "Electronic Data Transfer".

### C. BILLING AND REPORTING

1. Our current billing process: is as follows: Service is provided, ie. Waste tires/parts collected or a full trailer is picked-up, West Coast rubber driver turns in original manifest and associated scale ticket if applicable to dispatch that reviews the documents. Documents are immediately turned in to accounting

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that will invoice customer within 5-7 business days from date of service.  
Invoices will be sent through a regular mailing or email, customer's preference.  
Expectations are NET 30 for payment.

3. Attached to each invoice will be a copy of all associated documents for each service being billed, to include scale tickets, and manifests. A monthly report will be provided summarizing all collection service and hauling activities by West Coast Rubber Recycling with the County of Fresno.

— NOTHING FOLLOWS —  




# COUNTY OF FRESNO PRICING QUOTATION FORM

Exhibit C-3  
3 of 4

RFSQ NUMBER: 926-5478

## A. AMERICAN AVENUE DISPOSAL SITE

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER (30-60 DAYS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630	45'	\$2200	N/A

## B. ROAD MAINTENANCE TIRE CLEANUP AND WASTE TIRE AMNESTY DAYS

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Firebaugh (Area 1) 38835 W. Nees Avenue Firebaugh, CA 93622	45'	\$2750-	2750	N/A
Tranquillity (Area 2) 25411 W. Silveira Tranquillity, CA 93668	45'	\$2750-	2750	N/A
Coalinga (Area 3) 779 E. Polk Street Coalinga, CA 93210	45'	\$3450-	3450	N/A
Biola (Area 4) 12855 W. "G" Street Biola, CA 93606	45'	\$2750-	2750	N/A
Caruthers (Area 5) 2544 W. Mountain View Caruthers, CA 93609	45'	\$2850-	2850	N/A
Fresno (Area 7) 9400 N. Matus Avenue Fresno, CA 93720	45'	\$2750-	2750	N/A
Sanger (Area 8) 9525 E. Olive Sanger, CA 93657	45'	\$2750-	2750	N/A
Sanger (Area 9) 3633 S. Del Rey Avenue Sanger, CA 93657	45'	\$2750-	2750	N/A



# COUNTY OF FRESNO PRICING QUOTATION FORM

Exhibit C-3  
4 of 4

RFSQ NUMBER: 926-5478

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Dunlap (Area 9D) 40315 Dunlap Road Dunlap, CA 93621	45'	\$3450	3450	N/A
Auberry (Area 11) 332148 Auberry Road Auberry, CA 93602	45'	\$3350	3350	N/A
Shaver (Area 12) 41686 Dinkey Creek Road Shaver Lake, CA 93664	45'	\$3450	3450	N/A
Material Storage Facility Denver and Lincoln Ave. Tranquillity, CA 93668	45'	\$2750	2750	N/A

### C. FUEL RECOVERY FEE – EMPTY TRAILERS RETURNED TO VENDOR

1. In the case a trailer is not utilized and must be returned to the vendor, the vendor will only charge a nominal fee to recover the cost of fuel for the trip to recover the trailer and return it to the vendor's facility. Please indicate this fee below.

FUEL RECOVERY FEE: \$ 1000 PER TRAILER

**DIVISION STAFF REPRESENTATIVES – INVOICING, BILLING, AND PAYMENTS**

<b>NAME</b>	<b>DIVISION</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>EMAIL</b>
Jim Hodge	Road Maintenance & Operations	2220 Tulare Street, 6 <sup>th</sup> Floor Fresno, CA 93721	559.600.4240	<a href="mailto:jhodge@co.fresno.ca.us">jhodge@co.fresno.ca.us</a>
Mike Griffey	Resources – Solid Waste Planning	2220 Tulare Street, 6 <sup>th</sup> Floor Fresno, CA 93721	559.600.4259	<a href="mailto:mgriffey@co.fresno.ca.us">mgriffey@co.fresno.ca.us</a>
Craig Nickel	Resources – American Avenue Disposal Site	2220 Tulare Street, 6 <sup>th</sup> Floor Fresno, CA 93721	559.600.4259	<a href="mailto:cnickel@co.fresno.ca.us">cnickel@co.fresno.ca.us</a>
Thomas Hunt	Resources – American Avenue Disposal Site	2220 Tulare Street, 6 <sup>th</sup> Floor Fresno, CA 93721	559.600.4259	<a href="mailto:thunt@co.fresno.ca.us">thunt@co.fresno.ca.us</a>

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	