

**COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS  
2300 COUNTY CENTER DRIVE, SUITE B 100  
SANTA ROSA, CALIFORNIA 95403**

**Phillip M. Demery, Director**



AREA CODE (707)  
ROADS .....565-2231  
TRANSIT .....585-7516  
REFUSE.....565-7940  
AIRPORT.....565-7243  
AIR POLLUTION .....433-5911  
FAX .....565-2620  
[www.sonoma-county.org/tpw](http://www.sonoma-county.org/tpw)

August 19, 2008

To the Shortlisted Proposers:

Reference is made to that certain Request for Proposals for the Divestiture of Solid Waste Assets issued by the County of Sonoma ("County") on June 11, 2008 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

Enclosed please find Addendum #3 to the RFP.

The County looks forward to receiving and reviewing your Proposal and to working with the selected proposer in the successful divestiture of the Facilities

Sincerely,

County of Sonoma

  
Jay Jasperse  
Project Manager

**ADDENDUM #3  
TO  
REQUEST FOR PROPOSALS  
DIVESTITURE OF SOLID WASTE ASSETS**

**County of Sonoma  
Department of Transportation and Public Works  
2300 County Center Drive, Ste. B100  
Santa Rosa, California 95403**

**ISSUED August 19, 2008**

This Addendum #3 to Request for Proposals is issued by the County of Sonoma ("County") with respect to that certain Request for Proposals issued by the County on June 11, 2008 concerning the Divestiture of Solid Waste Assts (as amended, the "RFP").

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

The RFP is hereby clarified and revised as follows:

1. The Proposal Due Date is hereby changed to 2:00 p.m. on September 8, 2008.
2. The definitions of "PTRs", "Source Separated" and "Waste" in Section 1.1 of the Contract are hereby revised as follows:

**"PTRs.** "PTRs" means those certain preliminary title reports numbered 62244991 to 62244995, issued by the Title Company on February 26, 2008, as amended by those preliminary title report/specimen policies numbered 62244992A to 62244995A issued by the Title Company on August 5, 2008.

**"Source Separated.** "Source Separated" means materials separated from the owner's Mixed Waste at the owner's premises with the intention of diversion for a beneficial use. Such materials include wood, green waste, metal, glass, plastic, cardboard, officer paper and yard debris. For purposes of this definition, "owner" means the individual resident or commercial business generating the materials. Source Separated materials for the purpose of this definition should have no more than 10% maximum residue that is not Recyclable Material.

**"Waste.** "Waste" means any and all putrescible and nonputrescible solid and semi-solid materials including garbage, trash, refuse, paper, rubbish, wood waste, green waste and organic material, ashes, commercial and industrial wastes, special wastes, Construction and Demolition Wastes (except as noted below), food wastes, and all other discarded solid and semi-solid wastes collected from residential, commercial, industrial or any other premises. Waste includes all items referenced on Schedule 6.17 attached hereto and made a part hereof and Recyclable Materials and Mixed Waste, in each case, that are discarded by the generators of such materials. Waste excludes any of the following types of wastes: (1) hazardous waste, as defined in Public Resources Code section 40141; (2) radioactive waste; (3) medical waste regulated pursuant to the Medical Waste Management Act; and (4) Construction and Demolition Wastes separately licensed or franchised (e.g., a debris box franchise) for which the licensee or franchisee cannot or is otherwise unable to direct the disposal location. Further, Source-Separated Recyclable Materials collected within designated recyclable containers of any nature as part of a license or franchise agreement with a public entity, including a city, county or public utilities district,

shall be excluded from the definition of Waste; provided, however, that this exemption applies only to domestically generated Source Separated Recyclable Materials stored, collected or placed in designated recyclable containers of any nature for collection by the designated licensee or franchisee.”

3. The last paragraph of Section 2.3 of the Contract is hereby amended and replaced as follows:

Notwithstanding the foregoing or any other provision of this Agreement, however, the Assumed Liabilities expressly exclude any obligations or liabilities, to the extent directly arising out of, relating to or associated with any Excluded Third Party Claim (unless exacerbated or worsened by the affirmative actions of Purchaser or any other member of the Purchaser Group, in which case, to the extent of such exacerbation or worsening, they will be included as Assumed Liabilities). **“Excluded Third Party Claim”** means an action, suit, demand, investigation, proceeding, claim or counterclaim (1) by an existing or prior County employee directly arising out of a personnel, workers compensation or employment matter; (2) for contract damages by a Third Party based on the breach or default by the County prior to Closing under a contract related to the Facilities; and (3) for tort damages, personal injury or property damage caused by the County and directly arising out of the Facilities prior to Closing. Notwithstanding the foregoing, in no event shall an Excluded Third Party Claim include any action, suit, demand, investigation, proceeding, claim or counterclaim arising out of, caused by or relating to in any manner whatsoever (i) Closure and Post-Closure Obligations; (ii) the disposal, handling, treatment, sorting, transportation and processing of Waste and other materials at the Facilities; (iii) any Environmental Conditions; or (iv) Remediation.

4. The Proposal Letter (Form A to the RFP) is hereby revised as follows: (i) “Contract Comments” is added as a bullet under the bullet stating “Financial Proposal”; and (ii) “Addendum 3 issued August 19, 2008” is added on Page 2 thereof after the reference to “Addendum 2 issued August 6, 2008.” Proposers should modify their Proposal Letters to comply with the foregoing.

Except as expressly modified by this Addendum #3, all terms, conditions, limitations, plans and procedures for the procurement process for the divestiture shall be those set forth in the RFP.