

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Environmental Resources

BOARD AGENDA:6.B.9
AGENDA DATE: July 31, 2018

SUBJECT:

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Waste Recovery West, Inc., for Removal and Transportation of Waste Tires from the Fink Road Landfill to a California Permitted Waste Tire Recycling Facility

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0389

On motion of Supervisor Monteith, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:6.B.9
AGENDA DATE: July 31, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Waste Recovery West, Inc., for Removal and Transportation of Waste Tires from the Fink Road Landfill to a California Permitted Waste Tire Recycling Facility

STAFF RECOMMENDATION:

1. Approve Amendment No. 2 to Independent Contractor Agreement with Waste Recovery West, Inc., for pick-up and removal of scrap tires from the Fink Road Landfill to a California permitted waste tire recycling facility, which increases the contract by \$60,000, for a not-to-exceed amount of \$160,000.
2. Authorize the Director of Environmental Resources, or designee, to execute Amendment No. 2 with Waste Recovery West, Inc., and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign additional related amendments for an overall total not-to-exceed amount of \$176,000, which includes a contingency of \$16,000.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road Landfill and provides post closure maintenance for the Geer Road Landfill. The day-to-day operation and maintenance of the Fink Road Landfill is performed by in-house staff, however select services are contracted out to outside vendors. The Fink Road Landfill receives a variety of scrap tires of all types and sizes, including tires from light-duty vehicles, pick-up trucks, heavy-duty trucks, and off-road vehicle tires. The Fink Road Landfill receives approximately 7,000 waste tires of various sizes (about 150 tons) per year. These tires are taken to a permitted recycling facility, where the tires are disassembled and repurposed into other products. Tires must be transported by a qualified hauler; the oversight for which is governed by California Public Resources Code, Chapter 19, "Tire Hauler Registration." The California Department of Resources Recycling and Recovery (CalRecycle) is mandated to regulate and manage waste tires within the State. Haulers that transport ten or more used/waste tires must possess a valid CalRecycle issued waste tire hauler registration certification and be in compliance with the provisions of the used and waste tire manifest program.

On August 17, 2015, the Department entered into an Agreement for Independent Contractor Services (Agreement) with Waste Recovery West, Inc., for all labor, material, trucks, trailers, equipment, and tools to safely and lawfully transport and recycle/dispose of the collected waste tires from the Fink Road Landfill to a CalRecycle approved waste tire recycler. The original term of the contract was through July 31, 2018, with an option to extend the Agreement an additional two years. The original not-to-exceed amount of the Agreement was \$90,000.

On May 24, 2018, the Agreement was amended (Amendment No. 1) to add an additional \$10,000 to the Agreement to cover invoices through the remainder of the fiscal year. Amendment No. 1 increased the not-to-exceed dollar amount of the Agreement to \$100,000.

The original term of the Agreement is set to expire on July 31, 2018, however the Department wishes to exercise the option to renew the Agreement through July 31, 2020. The attached Amendment No. 2 to the Agreement extends the term of the Agreement an additional two years, and adds an additional \$60,000 to cover services during the two year extension.

POLICY ISSUE:

Government Code Section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

FISCAL IMPACT:

The amendment increases the contract by \$60,000, for a total contract amount of \$160,000. In addition, staff is asking for a 10% contingency of \$16,000, for an overall not to exceed amount of \$176,000. Sufficient appropriations exist in the Fiscal Year 2018-2019 Adopted Proposed Budget for the Fink Road Landfill to cover the cost of these services.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Delivering Efficient Public Services and Community Infrastructure* by promoting a safe and healthy environment and improving quality of life in the community.

STAFFING IMPACT:

Existing staff will oversee the work related to this Agreement.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources
Janis Mein, Assistant Director

Telephone: 209-525-6770
Telephone: 209-525-6770

ATTACHMENT(S):

1. Waste Recovery West Amendment 2



**AMENDMENT NO. 2
TO
STANISLAUS COUNTY AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
WITH
WASTE RECOVERY WEST, INC.**

This Amendment No. 2 to the Independent Contractor Services Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and Waste Recovery West, Inc., ("Contractor") is made and entered into on July 31, 2018.

Whereas, the County and Contractor entered into an Agreement for Independent Contractor Services dated August 17, 2015, ("the Agreement"); and

Whereas, Paragraph 17 – "Amendment" of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on May 24, 2018, the Director of the General Services Agency approved Amendment No. 1 to the Agreement for an additional \$10,000; and

Whereas, the County wishes to extend the term of the Agreement for an additional two (2) years; and

Whereas, the County has a need to increase funding to this Agreement by \$60,000, in order to continue services under this Agreement during the two year extension; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Exhibit A Scope of Work, Section D, "Limit of Expenditure" is amended to read as follows:

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **One Hundred Sixty Dollars (\$160,000.00)** including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement."

2. Exhibit A Scope of Work, Section G, "Agreement Period" is amended to read as follows:

"The initial term of this Agreement shall commence upon **July 30, 2015**, or upon the signing of this Agreement, and continue until **July 31, 2018**.

An extended term of this Agreement shall commence upon **August 1, 2018**, or upon the signing of this Agreement, and continue until **July 31, 2020**."

3. Exhibit B Schedule of Rates is amended to include the following:

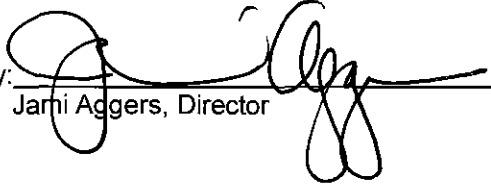
"3.2. The schedule of rates for the extended term of August 1, 2018 – July 31, 2020 shall not exceed the Schedule of Rates below.

WASTE TIRE DESCRIPTION	COST PER TON
Tires of light-duty vehicles, light-duty trucks and heavy-duty trucks on or off the rim with a minimum of 5 tons.	\$182/ton
Tires of off-road vehicles and heavy duty off-road vehicles.	\$299/ton


4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.


COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers, Director

WASTE RECOVERY WEST, INC.

By: 
~~Mark Hope~~ **CHANDOS MAHON**
~~President~~ **CEO**
"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda Dehart, Deputy County Counsel