

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: September 1, 2015

From: Ken Grehm, Facility Services Interim Director
By: Kevin Bell, P.E., Environmental Engineering Program Manager

Subject: Environmental Engineering / Second Amendment to Solid Waste Handling Agreement with Placer County Eastern Regional Sanitary Landfill, Inc. and Tahoe Truckee Disposal, Inc. / Incline Belt Replacement

ACTION REQUESTED

Approve the Second Amendment to the Solid Waste Handling Services Agreement with Placer County Eastern Regional Sanitary Landfill, Inc. and Tahoe Truckee Disposal, Inc. to replace the mixed waste incline belt at the Eastern Regional Material Recovery Facility in the amount not to exceed \$115,000. Funding is provided by the Eastern Regional Landfill budget.

BACKGROUND: In July of 2003, the County entered into an Agreement with Placer County Eastern Regional Sanitary Landfill, Inc. (ERL Inc.) and Tahoe Truckee Disposal Co., Inc. (TTD) for the collection, transportation, processing, recycling and disposal of solid waste in the eastern portion of Placer County, including Franchise Areas 2 and 3, from the City of Colfax to the Nevada state line. Garbage collected by TTD is processed by ERL Inc. at the Eastern Regional Material Recovery Facility (ERMRF) where recyclable material is removed. Residual waste is landfilled at the Lockwood Landfill in Nevada. The First Amendment to the Agreement was approved by your Board on July 21, 2015 and implemented a residential bear-resistant garbage can enclosure loan program in Franchise Areas 2 and 3. The Agreement includes provisions for maintenance and repair of processing equipment. Per the Agreement, the County is responsible for repair or replacement of existing equipment that has reached the end of its useful life if repairs exceed \$10,000.

As part of the Agreement, ERL Inc. began installation of improvements to the ERMRF that will increase the facility's processing capabilities and percentage of recovered materials. The improvements include the installation of a metering hopper at the beginning of the mixed waste sorting line to control the volume for improved loading and sorting. During a pre-installation review of the facility, ERL Inc.'s contractor noted excessive wear on the incline belt that feeds the mixed waste sorting line. The sorting belt was previously replaced 10 years ago and is nearing the end of its useful life. The contractor pointed out after the installation of the feed hopper, replacement of the incline belt would be more difficult and more costly and recommended replacement of the belt prior to installation of the feed hopper. The estimated cost to replace the belt is \$115,000. In order to proceed, Staff recommends your Board approve the Second Amendment to the Agreement to replace the incline belt.

ENVIRONMENTAL CLEARANCE: This project is exempt from further CEQA review pursuant to CEQA Guidelines Section 15301, Existing Facilities. This exemption allows for, among other things, repair of mechanical equipment which results in negligible or no expansion of use.

FISCAL IMPACT: Funding for the work is included in the FY 2015-16 Eastern Regional Landfill Proposed Budget. The cost of the work is estimated to be \$115,000.

Attachment 1 - Second Amendment

AGREEMENT NO. 11710

DESCRIPTION: SECOND AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES – INCLINE BELT REPLACEMENT

This Second Amendment is made and entered into this _____ day of _____, 2015, by and between the County of Placer, hereinafter referred to as the "County," and Tahoe Truckee Disposal Co., Inc., a California corporation, and Placer County Eastern Regional Sanitary Landfill, Inc., a Nevada corporation (hereinafter collectively referred to as "Contractor.")

WITNESSETH

WHEREAS, on the 5TH day of May, 2015, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 2 and 3 (Agreement), which was amended previously by the First Amendment as of July 21, 2015; and,

WHEREAS, the Contractor is entitled to reimbursement for maintenance cost for repair or replacement of any processing equipment owned by the County that has reached the end of its useful life and the repair or replacement exceeds \$10,000 per Article 4, Section 4 of the Agreement; and,

WHEREAS, the County and Contractor desire to Amend the Agreement to include a one-time payment not to exceed \$115,000 to reimburse the Contractor for the replacement of the existing incline mixed solid waste feed belt; and,

WHEREAS, the County and Contractor wish to memorialize in this Amendment their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

- I. ARTICLE FOUR - USE OF COUNTY FACILITIES; CONTRACTOR IMPROVEMENTS: Section 4. "MAINTENANCE, REPAIR AND REPLACEMENT OF EQUIPMENT," after paragraph 6, add the following paragraph:

"Contractor shall replace the existing incline mixed solid waste feed belt, which has reached the end of its useful service life at a cost not-to-exceed \$115,000. County shall reimburse Contractor for actual labor, equipment and material cost, plus a profit not-to-exceed ten percent (10%) of Contractor's direct and documented project cost."

- II. Except as expressly provided in this Amendment, the Agreement shall remain unchanged and in full force and effect. After this Amendment is duly executed and delivered by County and Contractor, this Amendment shall be and constitute an integral part of the Agreement.

County of Placer (County)

By: _____
Chair, Board of Supervisors

Date

Tahoe Truckee Disposal Co., Inc. (Contractor)

By: _____
President

By: _____
Secretary

Placer County Eastern Regional Sanitary Landfill, Inc. (Contractor)

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Placer County Counsel

By: _____
Placer County Auditor

