

Meeting Date: 6/21/2016

Report Type: Consent

Report ID: 2016-00645

Title: Supplemental Agreement: Landfill & Waste Disposal Services with L&D Landfill

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 2 to City Agreement 2014-0836 with L&D Landfill, to extend the contract term for another year, and increase the contract funding by \$110,000, bringing the contract's total not-to-exceed amount to \$407,081.00.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Ken Swartz, Program Specialist, (916) 808-6276, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Logistics

Dept ID: 14001451

Attachments:

1-Description/Analysis

2-Supplemental Agreement

City Attorney Review

Approved as to Form
Joe Robinson
6/13/2016 11:48:10 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 6/3/2016 1:30:02 PM

Description/Analysis

Issue Detail: Various operations within the Department of Utilities (DOU) have an ongoing need to dispose of debris from sewer and waterworks trenches, street excavations, and catch basins. On August 27, 2014, the City awarded contract C2014-0836 with L and D Landfill Ltd. Partnership for a not-to-exceed amount of \$297,081. Usage of this contract to meet ongoing operational needs has been greater than expected when the contract was awarded. There is approximately \$50,000 left unexpended on this contract, which is insufficient to fund services for the next one-year term. DOU is requesting an increase of \$110,000 so that DOU can continue to transport debris to the landfill through June 30, 2017.

Policy Considerations: City Council approval is required for supplemental agreements that exceed the City Manager's delegated approval authority.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Services Manager has determined that the proposed approval is exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines. The activity consists of the operation, maintenance and permitting of existing facilities. Cumulative impacts associated with the ongoing maintenance activities of the City were evaluated in the 2035 General Plan Master Environmental Impact Report.

Sustainability: The Landfill and Disposal Services purchased under this contract comply with Section 4 of the City's Sustainability Master Plan to encourage the reuse and local recycling of materials, and to work with stakeholders to maximize landfill diversion given reasonable cost effectiveness of constraints.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The DOU Operations and Maintenance sections produce tons of debris daily from sewer and waterworks trenches, street excavations, and catch basins, and have an ongoing need to dispose of the debris at landfill facilities. In the two years that this contract has been in place, there has been an increase in the number of loads being transported. As a result, the average annual cost is running approximately \$125,000 per year. Staff is requesting an increase of \$110,000 for the next annual contract term for a new not-to-exceed amount of \$407,081.

Financial Considerations: Sufficient funds are available in the approved FY2016/17 Department of Utilities Operating Budget.

Local Business Enterprise (LBE): L and D Landfill Ltd. Partnership is an LBE.

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

Project Title and Job Number: Landfill & Waste Disposal Services
Purchase Order #:

Date: June 2, 2016
Contract Supplement No.: C2014-0836-2

The City of Sacramento ("City") and L&D Landfill Ltd. Partnership ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2014-0836, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

The performance period for the Agreement is extended from July 1, 2016 through and including June 30, 2017. Due to the volume of disposal by the City during the first two years of the Agreement term being significantly higher than anticipated when the Agreement was first executed, the Agreement's current not-to-exceed amount will be expended prior to the end of this one-year term extension. For this reason, this contract supplement also increases the Agreement amount by \$110,000 to provide sufficient funding for Contractor's services as described in Attachment 1 to Exhibit A during this one-year extension period.

2. The Fee Schedule/Manner of Payment specified in Attachment 1 to Exhibit B is amended as follows:

<u>MATERIAL</u>	<u>TIPPING FEE PER TON</u>
Concrete Clean	\$2.85
Asphalt Clean	\$2.85
Concrete/Asphalt with Dirt	\$7.95
Unrecyclable Dirt	\$20.05
Misc. Demo/Construction	\$36.50
Green Waste	\$36.50
Clean Dirt	\$5.90
ADDED – Dirty Concrete/Asphalt	\$20.00

3. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$110,000.00**, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$297,081.00</u>
Net change by previous supplemental agreements:	<u>-0-</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$297,081.00</u>
Increase by this supplemental agreement:	<u>\$110,000.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$407,081.00</u>

4. Contractor agrees that the compensation specified herein, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
5. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Project Manager

Approved By:

Contractor

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk