



# Board Agenda Item 55

DATE: September 13, 2016

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director  
Department of Public Works and Planning

SUBJECT: Waste Tire Hauling and Disposal Service Agreements

RECOMMENDED ACTION(S):

**Approve and authorize the Chairman to execute a Master Agreement with American Refuse, Inc., dba American Tire, Gilton Resource Recovery Transfer Facility Inc., and West Coast Rubber Recycling, Inc., to provide waste tire hauling services for a three- year term from September 13, 2016 through September 12, 2019 at a total cost of \$629,460 with an option to extend the Master Agreement for an additional two, one-year periods for a maximum total cost not to exceed \$1,049,100.**

The County collects, manages, and recycles tires received at the County's American Avenue Disposal Site (AADS), picked up from County roadways, and collected as part of the County's grant-funded tire disposal programs. The Master Agreement (Agreement) is for hauling services and for the proper disposal/recycling of these tires. Compensation for each one-year period of the Agreement will be a total of \$209,820 for all three vendors and a maximum combined total of \$629,460 for the three-year term of the Agreement. The Agreement includes an option to extend for two additional one-year periods, upon mutual written consent between the County and each of the three identified vendors. If the Agreement is extended as to any or all vendors for the two additional one-year periods, the maximum combined total compensation for the five years will not exceed \$1,049,100.

ALTERNATIVE ACTION(S):

No viable options are available. If this Agreement is not approved, the County would be unable to dispose/recycle waste tires in an environmentally safe manner, and risk being found in violation of state and local regulations.

FISCAL IMPACT:

There is no Net County Cost associated with the approval of the Agreement. The Master Agreement will provide waste tire hauling services to the County for three years, and may be extended for two additional one-year periods through September 12, 2021. Sufficient appropriations for these services, not to exceed \$209,820 during the first contract year, are included in the FY 2016-17 Adopted Budgets in Org 4510 (Roads - \$41,500), Org 9026 (American Avenue Disposal Site -\$100,000), Org 55122210 (Tire Amnesty Grant - \$30,000), and Org 55122211 (Tire Clean-up Grant - \$38,320).

DISCUSSION:

The County collects and manages waste tires received at AADS, road maintenance yards, and through the various active grant funded programs. The County is required by state and local regulations to dispose and/or recycle tires in an environmentally safe manner. Current regulations prohibit landfilling of bulk quantities of tires

that have not been cut up for compact disposal.

A Request for Statements of Qualifications (RFSQ) No. 926-5478 for countywide waste tire removal services was published on June 3, 2016. Vendors meeting the requirements to provide this type of service in the Central California area are very limited. Of the five vendors notified by mail, bids were submitted by the three vendors identified above.

Golden By-Products, the County's previous vendor, was served with an Administrative Complaint by CalRecycle, which caused them to cease operations and intermittently stop collecting tires due to compliance issues. Golden By-Products' inability to collect and process tires placed the County in a difficult situation as the County had to stockpile tires until Golden By-Products' issues were resolved and/or find another local vendor to accept the tires. Most recently, in June of 2016, Golden By-Products management staff advised County staff that it was terminating services because it was going out of business. To avoid a similar situation in the future, the Agreement provides the County with the opportunity to use any of the three vendors identified in RFSQ No. 926-5478 to provide the required service. The Agreement requires that vendor(s) provide trailer containers and haul them to an approved site. The Agreement also provides for additional tires to be collected through special grant tire collection programs.

The term of the Agreement will be for three years from the execution date and may be extended for up to two additional one-year periods by mutual written consent of the County and any or all of the three individual vendors. The annual total maximum service amount for this Agreement is \$209,820 annually with a maximum of \$629,460 for the three-year term. If this Agreement is extended for the two additional one-year periods, the maximum total compensation for five years will not exceed \$1,049,100.

REFERENCE MATERIAL:

BAI #32, January 7, 2014

ATTACHMENTS INCLUDED AND/OR ON FILE:

On File with Clerk - Master Agreement

CAO ANALYST:

John Hays