

DEPARTMENT: Public Works

By: Thomas J. Starling Phone: 966-5356
Solid Waste Coordinator

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_X)

The Public Works Department recommends that the Board award the contract in the amount of \$11,000, to James A. Wyse, Inc., to perform the State/Federal-mandated Preliminary Closure and Post Closure Maintenance Plans (C/PC Plans) for the Mariposa Landfill. Public Works Department also recommends that the Board approve and authorize the Director to sign the attached Agreement for Services upon review and approval by County Counsel.

Wyse is being recommended by the Public Works Department because of the company's expertise in solid waste, experience with our landfill and for the price submitted for the services required. Bids were also submitted by the following qualified solid waste consultants: Emcon Associates (\$25,162), Integrated Recycling, Inc. {IRI} (\$34,221), and EBA Wastechologies (\$24,930). In March, 1994, this recommended action was brought before the Board and IRI submitted a proposal of \$24,970. There has been no increase in price for the CP/C Plans by Wyse since that time.

The C/PC Plans are to be provided to the California Integrated Waste Management Board and the California Regional Water Quality Control Board in March, 1995. Staff does not have available time nor the expertise to complete the C/PC Plans.

(Funding is to come from Professional Services which has a present balance of \$77,650.)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This recommended action was first brought before the Board on March 9, 1994, but was not passed as the C/PC Plans were not to be provided to the State until March, 1995.

On October 11, 1994 this action was again brought before the Board. At that time the Board chose not to hire Wyse and instructed staff to proceed with the professional services solicitation process.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Select one of the other solid waste consulting firms to complete the C/PC Plans at a much-increased cost.
2. Do not perform the mandated Closure/Post Closure Plans and be subject to fines by the State.

COSTS: () Not Applicable

A. Budgeted current FY	\$11,000
B. Total anticipated costs	\$11,000
C. Required additional funding	\$ -0-
D. Internal transfers	\$

SOURCE: () 4/5th Vote Required

A. Unanticipated revenues	\$
B. Reserve for contingencies	\$
C. Source description: Solid Waste Professional Services	
Balance in Reserve Contingencies,	
if approved: \$	

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

1) Wyse Proposal for Preliminary C/PC Plan (14 ppgs)

2) Agreement for Service (2ppgs)

CLERK'S USE ONLY

Res. No.: 94-532 Ord. No. _____

Vote - Ayes: _____ Noes: _____

Absent: _____ Abstained: _____

Approved () Denied
() Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

- Recommended
- Not Recommended
- For Policy Determination
- Submitted with Comment
- Returned for Further Action

Comment: _____

A.O. Initials:

COUNTY OF MARIPOSA
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR SERVICES

This Agreement, made this _____ day of _____, 1994, by and between the County of Mariposa Department of Public Works, herein called the County, and JAMES A. WYSE, INC. hereinafter called the Consultant.

WHEREAS, the County desires to employ the consultant to furnish a Preliminary Closure and Postclosure Maintenance Plan for the Mariposa County Landfill to comply with required State and Federal Regulations,

WHEREAS, the Consultant has proposed to provide these services as directed by the County in order to comply with regulatory mandates,

WHEREAS, the Consultant offers long-term experience on landfill engineering projects for the Mariposa County Landfill,

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The County hereby contracts with the Consultant to perform the necessary engineering services for the Preliminary Closure and Postclosure Maintenance Plan with input and comments from the County.
2. The County agrees to compensate the Consultant for said services, as described in Item 4, at an amount not to exceed \$11,000.
3. Upon receipt of itemized statements to be submitted monthly, the County agrees to make payment for services within 30 days of receipt of the invoice. It is understood that invoices must be received by the County no later than the 5th day of each month.
4. The Consultant agrees to perform items described in their Proposal for Preliminary Closure and Post Closure Maintenance Plan, Mariposa Landfill, dated November, 1994 (Exhibit A).

5. The Consultant shall maintain in effect at all times during which it is providing services to the County, employer's liability, comprehensive general liability (bodily injury and property damage), and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the Consultant assigned to the performance of services under this Agreement in a maximum amount of not less than Five Hundred Thousand Dollars (\$500,000) and statutory workers' compensation protection. Consultant shall provide County with proof of insurance.

6. The Consultant will not knowingly discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, marital or veteran status, or physical handicap. The Consultant shall take affirmative actions for employees without discrimination.

7. In the event any litigation concerning any controversy, claim or dispute between the parties, arising out of or relating to this Agreement or the breach thereof, or the interpretation thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and cost incurred herein.

IN WITNESS WHEREFOR, the parties to these presented items, have hereunto caused these presented items to be executed the day and year first above-written.

COUNTY OF MARIPOSA

JAMES A WYSE, INC.

By _____
Michael D. Edwards
Public Works Director

By _____
James A. Wyse, President

Approved as to Form

Jeffrey Green
County Counsel