TO: James L. App, City Manager

FROM: Doug Monn, Public Works Director

SUBJECT: Wood Grinding & Hauling at the Paso Robles Landfill

DATE: September 15, 2009

**NEEDS:** For the City Council to consider a contract for mandatory wood grinding and hauling

services at the Landfill.

**FACTS:** 1. The City contracts for the mandatory periodic grinding (chipping) and hauling of wood materials at the Landfill.

2. Pacific Waste Services (PWS), contract operator for the City of Paso Robles Landfill, solicited bids to perform the work this year. Quotes were received from:

a. G&F Agri. Service \$21,005
b. Vision Recycling \$28,400
c. Kochergen Farms Composting \$40,150

- 3. G & F Agri. Services is the lowest quote received.
- 4. PWS requires an additional \$1,500 to provide water and a truck for dust control. Additionally, staff suggests a contingency of \$2,500 for unforeseen conditions.
- 5. If approved, PWS would execute a contract with G&F Agri. Service, and provide support in the form of a water truck and periodic bulldozer to push material. Grinding operations are expected to last 10 days.
- 6. The Solid Waste Contingency reserve (approximately \$12,000) and the landfill operations budget (\$13,005) include this cost.

#### ANALYSIS &

CONCLUSION: Th

The City has annually contracted for wood grinding services in past years. Processing the accumulated pile of wood materials is a maintenance issue that has been mandated by the State Integrated Waste Management Board and the Regional Water Quality Control Board.

## POLICY

**REFERENCE:** City of Paso Robles Purchasing and Payment Procedures Manual

#### FISCAL

IMPACT:

The General Fund is currently under tremendous financial stress due to the downturn in the economy. Current General Fund expenses have been reduced by \$5 million annually, but are still projected to exceed operating income by approximately \$11 million, cumulatively, over the next five fiscal years 2009-2013. The Solid Waste Contingency fund has approximately \$12,000 remaining in reserves, which may be used for this action. The remaining funding, approximately \$13,005, will contribute to the projected deficit.

#### **OPTIONS:**

- A. Adopt a Resolution to engage Pacific Waste Services to grind and haul wood waste at the City Landfill.
- B. Amend, modify or reject the above option.

#### Attachments: (2)

- 1) Quotation from Pacific Waste Services
- 2) Resolution

#### RESOLUTION NO. 09-XX

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES APPROPRIATING FUNDS TO PACIFIC WASTE SERVICES FOR WOOD GRINDING AND HAULING SERVICES AT THE PASO ROBLES LANDFILL

WHEREAS, the City requires annual grinding and hauling of accumulated wood products at the Landfill; and

WHEREAS, a proposal for grinding and hauling services from the City's contracted Landfill operator, Pacific Waste Services, has been received; and

WHEREAS, the quote from Pacific Waste Services was in an amount not to exceed \$22,505; and

WHEREAS, it is estimated that approximately 1,100 tons will be processed; and

WHEREAS, the prompt attention to processing the accumulated pile of wood material is a mandatory requirement established by the State Integrated Waste Management Board and Regional Water Quality Control Board;

WHEREAS, there are sufficient funds available in the landfill budget to cover the cost of the grinding and hauling services.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

<u>SECTION 1.</u> The City Council of the City of El Paso de Robles does hereby appropriate a total of \$25,005 (\$22,505 for grinding and dust control with a \$2,500 contingency for unforeseen conditions) from the Solid Waste Contingency fund (\$12,000) and the Landfill Budget (\$13,005) Account No. 100-310-5224-167.

<u>SECTION 2.</u> The City Council of the City of El Paso de Robles does hereby authorize a Purchase Order for wood grinding and hauling services at the Landfill to Pacific Waste Services in an amount not to exceed \$22,505 to cover these as needed services.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 15th day of September 2009 by the following votes:

AYES: NOES: ABSTAIN: ABSENT:		
ATTEST:	Duane Picanco, Mayor	
Cathy David, Deputy City Clerk	<u> </u>	

AUG 1 7 2009

City of Poso Robles Public Works Dept.

August 13, 2009



12925 Alcosta Blvd. Suite 1 San Ramon, Ca. 94583 Office: 925-244-0392

Fax: 925-244-0210

Mr. Doug Monn, Director Public Works Department City of Paso Robles 1000 Spring St. Paso Robles, CA. 93446

Subject:

Wood Waste Grinding/Beneficial Use Purchase Order

Paso Robles

Dear Mr. Monn:

Pacific Waste Services, Inc. continues to recycle wood waste at the Paso Robles Landfill. Since October 2008, we have accumulated approximately 1100 tons of recycled mixed wood materials. The last wood waste grinding and beneficial use of the ground wood occurred in September/October 2008 under Purchase Order No. 09PW049 (\$31,000) of which \$30,732 were billed.

We have received three quotes for grinding the wood waste: Vision Recycling, Kochergen Farm's, and G&F Agri. Service, Inc.. When I secured quotes earlier this year, I had estimated we would have 800 tons of wood waste material. Visions quote totaled \$24,300, (actually \$18,700 for 800 tons). G&F Agri. Service, Inc. quote totaled \$16,440. Kochergen Farm's located near Avenal gave a verbal quote the same as last year, \$20 per ton to grind at their yard plus \$16.50 per ton for trucking. Adjusting the quotes up to 1100 tons: Vision = \$24,800; G&F Agri. = \$21,005; Kochergen Farm = \$40,150. Therefore, we recommend use of G&F Agri. Service, Inc. at an estimated cost of \$21,005.

Due to excessive dust created by the grinding process, PWS has to commit the water truck and a portion of an operator to provide water during grinding operations to keep the dust down. As requested and approved previously, we only request \$1,500 to cover a portion of those costs.

As a result, we respectfully request a Purchase Order for \$22,500 for this year's wood waste grinding/beneficial use.

Respectfully submitted, Pacific Waste Services, Inc.

James A. Wyse, P.E.

President

**Enclosures** 

# G & F Agri. Service, Inc.

P.O. Box 896 Ripon, Ca 95366 (209)599-8911

Ken Paddock (209)401-8885

email kenpaddock@ymail.com

Randy Fondse (209)993-1681

# Agreement for Custom Grinding

Client: City Of Paso Robles attn. Jim Wyse

Phone: <u>925-997-6041</u>

FAX:

925-244-0210

Address:

9000 E. HWY.46 Paseo Robles CA.93446

**Project Address:** 

Same

**Estimated Start Date:** 

**Customer Conveinence** 

**Price:** \$16,440

 Notes: Grinding 15.0 hrs. @ 721.00 per. Hr.
 10,815.00

 mobe in/out
 3,525.00

 per diem
 500.00

 2.00 per.tn. Material removal as of 4/30/09 800 tn.
 1,600.00

**Client Representative:** 

Sum = \$16,440

G&F Representative:

Ken Paddock

**Fuel Adjustment:** 

\$3.00 - \$3.49 = 4% \$3.50 - \$3.99 = \$8% over \$4.00 = 12%



This letter of agreement is between <u>Pacific Waste Services</u> (Owner) and VISION RECYCLING (Contractor). Whereas owner has wood and yard waste needing to be ground into woodchips and mulch, contractor has the manpower and equipment to grind this wood. This letter represents the written agreements between the two parties.

Green waste materials needing to be ground are located at the jobsite of <u>Paso Robles Landfill</u> Paso Robles, California. Material is approximately <u>1200</u> tons of waste.

## Facilities:

Ample space will be allocated to operate grinding process, produce stockpile and accommodate export trucking if necessary.

# Date:

Anticipated start date is open. Project duration is approximately twelve (12) days with (25) machine hours.

# Transport:

Transportation fees will be required for moving one Grinder, one Loader & one Excavator.

#### **Dust Control:**

Contractor will need to comply with local Air Resource Board regulations. Owner will need to provide water supply to within 50' of grinding operation in an effort to control dust. Approximate water volume required is 18 gallons per minute. Contractor will need to shut down machine if dust becomes a problem.

<u>VISION RECYCLING</u> will provide equipment, consisting of Diamond Z wood grinder, excavator, loader and manpower to grind wood and green waste material and pay all fuel, maintenance, wages and any other costs for their operation.

C:\DOCUME~1\JIMWY	Page 1 of 3 S~1\LOCALS~1\Temp\Pacific_Waste_Services_June_2008.doc
Initial RA	Initial JW

# **Finished Processed Material:**

Contractor will haul away finished material at a fee of \$100.00 per load.

# Feed Stock/Material to be Ground:

The material to be ground is to be relatively free from rock, dirt, metals, concrete, glass, plastic, hazardous materials, rail road ties, telephone poles, pressure treated wood or other contaminates. *VISION RECYCLING* reserves the right to determine material as unprocessable and to not grind material which is classified as such. There will be an extra charge for metal materials which are in the target feed stock materials that are loaded into the grinder. The following fee chart shall apply for extra charges for metal materials.

Round objects, nails and bolts:

Smaller than ½" x 10"

No Charge

From  $\frac{1}{2}$ " – 1" x 3" – 10"

\$300.00 each

Larger

\$500.00 each

Metal Objects:

Less than ¼" x 1 sq. ft. material

No Charge \$300.00

1/4" x 2" x 2" through 1/2" x 4" x 5"
1/2" x 4" x 5" through 1" x 8" x 8"

\$500.00

Larger metal contaminates

\$500.00 plus the cost of

repairs caused by the metal

up to \$2,000.00

# **Cost Structure**

Activity	Price	Unit of measure	Estimated Cost
Grinding	\$14.00	Ton	Estimated 800 ton \$16,800 (at 1200 70m)
Transportation	\$2,500.00	Total	Grinder @ \$900 Excavator and Loader @ \$800 each
Material Removal	\$100.00	Load	Estimated 50 Loads \$5,000
Estimated Cost	\$24,300.00	TOTAL	BEFORE TAX

 $\label{locume-2008} Page \ 2 \ of \ 3 \\ C:\DOCUME~1\JIMWYS~1\LOCALS~1\Temp\Pacific\_Waste\_Services\_June\_2008.doc$ 

### Payment:

Owner will compensate *VISION RECYCLING* \$14.00 per ton rate for grinding approximately 25 hours; transportation fees of \$2,500 will also be due. If material is removed there will be payment due for each load removed.

# **Payment for Work Completed:**

Should the project progress cease and the project was incomplete by reason of contract termination, environmental conditions, equipment failures or other impairments the work that has been accomplished shall be paid for on a pro-rated basis according to the terms of payment.

#### **Payment Terms:**

Payment for services will be due and payable within 30 days of invoice. Invoices not paid within 30 days will be considered late and subject to late fees. A 2% per month late fee will apply to late payments.

### Insurance:

VISION RECYCLING will carry and maintain complete workers compensation coverage and \$1,000,000.00 general liability insurance coverage throughout the duration of this contract.

## **Attorney's Fees:**

Should any litigation be commenced between the parties to this agreement or the parties to this agreement or the rights and obligations of any party, the party prevailing in litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as for his or her attorney's fees in that litigation which shall be determined by the court in the litigation or in a separate action brought for that purpose.

VISION RECYCLING		Pacific Waste Services/Paso Robles Landfil		
Roberto Aguirre	Date	Jim Wyse	Date	

	Page 3 of 3
C:\DOCUME~1\JIMWYS~	1\LOCALS~1\Temp\Pacific_Waste_Services_June_2008.doc
Initial RA	Initial JW