



Contract Number

15-226 A-2

SAP Number

4400005878

**Public Works – Solid Waste
Management Division**

Department Contract Representative	<u>Darren J. Meeka, Deputy Director</u>
Telephone Number	<u>(909) 386-8703</u>
Contractor	<u>Baker Community Services District</u>
Contractor Representative	<u>Jacob Overson, General Manager</u>
Telephone Number	<u>(760) 733-4402</u>
Contract Term	<u>7/1/2015 – 6/30/2023</u>
Original Contract Amount	<u>\$443,374</u>
Amendment Amount	<u>\$317,040</u>
Total Contract Amount	<u>\$760,414</u>
Cost Center	<u>6702364250</u>

IT IS HEREBY AGREED AS FOLLOWS:

**CONTRACT 15-226
AMENDMENT NO. 2**

AGREEMENT FOR THE OPERATION OF THE BAKER MEDIUM VOLUME TRANSFER STATION

The following is Amendment No. 2 to Contract No. 15-226 ("Amendment No. 2") between the County of San Bernardino ("County") and the Baker Community Services District ("Contractor" or "BCSD") for the operation of the Baker Medium Volume Transfer Processing Facility ("BMVTPF") to extend the term of the contract three years, from July 1, 2020 through June 30, 2023, include an annual cost of \$1,000 for hydraulic fuel and fluid, rent for the use of the BCSD property in the amount of \$750 per month, increase the operator rate to \$35.00 per hour, and change the trip rate to \$1,000 per trip (up to \$52,000 per year) in the event the County is unable to transfer waste from the BMVTPF to the Barstow Sanitary Landfill ("BSL") on an as-needed basis (e.g., due to equipment breakdown).

WHEREAS, on May 5, 2015 (Item No. 35), the County approved Agreement No. 15-226 (Agreement) with the Contractor for the operation of the BMVTPF;

WHEREAS, on May 1, 2018 (Item No. 33), the Board approved Amendment No. 1 to the Agreement which extended the term two years through June 30, 2020, exercising the option to extend the Agreement; and

WHEREAS, the Parties desire to enter into this Amendment No. 2 exercising the remaining option to extend the Agreement three years, from July 1, 2020 through June 30, 2023. The parties also desire to include

an annual cost of \$1,000 for hydraulic fuel and fluid, set rent for the use of the BCSD property in the amount of \$750 per month, increase the operator rate to \$35.00 per hour, and change the trip rate to \$1,000 per trip (up to \$52,000 per year) in the event the County is unable to transfer waste from the BMVTPF to the Barstow Sanitary Landfill ("BSL") on an as-needed basis (e.g., due to equipment breakdown).

NOW THEREFORE, the Contract is hereby amended as follows:

1. Section 5 of the Agreement, entitled “Compensation”, paragraph one, is amended to read as follows:

“For the work authorized under this Contract, Contractor shall be compensated for the work performed in an amount not to exceed \$760,414. Contractor shall be paid its actual time and materials as specified in, and subject to the limitations of “Exhibit 1”, Contractor’s “Scope of Work” and in “Exhibit 2”, “Operations Cost”, in an amount not to exceed \$760,414, from July 1, 2015 to June 30, 2023. This cost includes \$1,000 per trip (up to \$52,000 per year) to haul municipal solid waste from the CCC to the Barstow Sanitary Landfill if the County is unable to do so (e.g., due to equipment breakdown). BCSD will only provide waste transportation upon direction from the County Solid Waste Management Division (SWMD). This cost also includes rent for the use of the BCSD property in the amount of \$9,000 per year, as well as hydraulic fuel and fluid costs of \$1,000 per year.”

2. Section 6 of the Agreement, entitled “Term of Contract”, is amended to read as follows:

“The term of the Contract shall commence on July 1, 2015 and continue through June 30, 2023, unless terminated pursuant to Section 7 or as otherwise provided for in this Contract.”

3. "Exhibit 2," entitled "Operations Cost", is amended in its entirety, as attached to this Amendment No. 2, to increase the operator rate to \$35.00 per hour, include an annual cost of \$1,000 for hydraulic fuel and fluid, rent for the use of the BCSD property in the amount of \$750 per month, and change the trip rate to \$1,000 per trip (up to \$52,000 per year) in the event the County is unable to transfer waste from the BMVTPF to the Barstow Sanitary Landfill ("BSL") on an as-needed basis (e.g., due to equipment breakdown).

4. Except as amended herein, all other terms and conditions of the Contract remain in full force and effect.

[illegible]

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IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized persons, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Baker Community Services District

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Kenneth E. Hall

(Print or type name of person signing contract)

Title Board Vice-President

(Print or Type)

Dated: _____

Address P.O. BOX 590, 72730 Baker Blvd.

Baker, California 92309

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Mohammad Ali, P.E., Chief - Contracts

Date _____

Reviewed/Approved by Department

►

Brendon Biggs, P.E., Interim Director, Department
of Public Works

Date _____

Standard Contract EXHIBIT 2

OPERATIONS COST

Task 1

The facility is open 6 hours a day, 4 days a week, and 52 weeks a year. The operator will be paid at a rate of \$35.00/hour.

$\$35.00/\text{hr} \times 6 \text{ hrs/day} \times 4 \text{ days/wk} \times 52 \text{ wks/yr} = \$43,680 \text{ annually}$

Task 2

The operator may be paid \$1,000 per trip (up to \$52,000 per year) for the transport of the municipal waste from the Baker Medium Volume Transfer Processing Facility (BMVTPF) to the Barstow Sanitary Landfill, in the event the County is unable to transfer the waste, on an as-needed basis (e.g., due to equipment breakdown). Operator will only provide waste transportation upon written approval from the County Solid Waste Management Division.

Task 3

Contractor will be compensated \$1,000 per year for the cost of hydraulic fuel and fluid.

Task 4

Contractor will be compensated \$750 per month for rental fee for the use of the Baker Community Services District property for the BMVTPF, for an annual cost of \$9,000.