



City of Palo Alto

City Council Staff Report

(ID # 7870)

Report Type: Consent Calendar

Meeting Date: 4/17/2017

Summary Title: Amendment Number One To Contract S16163411A With Tou Bar Equipment, Inc.

Title: Approval of Amendment Number One to Contract Number S16163411A With Tou Bar Equipment Company, Inc., for an Additional \$70,000 for a Not-to-Exceed Amount of \$325,000 to Provide Maintenance Services at the Former Los Altos Treatment Plant Over the Term of Three Years

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council Approve Amendment Number One to Tou Bar Equipment Company, Inc. Contract S16163411A to increase the contract by \$70,000 for a total not-to-exceed amount of \$325,000 for soil importing and maintenance services over the term of three years.

Background

The 126-acre Palo Alto Landfill was filled to capacity and ceased waste acceptance in July 2011. The final phase of capping the landfill was completed in October 2015 with a thickened soil. In March 2016, the City received official notice of the landfill closure from the Department of Resources Recycling and Recovery (CalRecycle). At this time the landfill entered into what is known as the postclosure maintenance, monitoring and reporting phase. The postclosure maintenance duration is a minimum of 30 years as required by California Code of Regulations Title 27. In addition, under the landfill New Waste Discharge Requirements (WDR) R2-2016-0029 dated June 8, 2016 the landfill is required to inspect the site for ponding, erosion, and vegetation coverage and required to perform repairs as needed. To ensure the landfill stays in compliance with these requirements as well as provide other Refuse Fund related maintenance services the City contracted with Tou Bar Equipment Company, Inc. Contract S16163411A

was effective August 2016. The original contract amount was \$85,000 per year for a total not-to-exceed of \$255,000 over three years.

Discussion

In late 2016, the landfill experienced more settlement than anticipated, necessitating the need for Tou Bar Equipment Company to perform grading operations that included importing clean soil, placing and compacting the material and importing base rock to restore the pathways to plan. The settlement repairs also required the contractor to raise a section of older methane gas and leachate control system components (wells, sumps, piezometers, and vaults) previously buried in those areas. Also, extremely heavy rainfall in winter FY 2017 at the landfill required additional site work by Tou Bar to repair areas of surface erosion, add rock to storm water swales, and reseed bare areas. Tou Bar services have also been used to prepare and finalize the former Los Altos Treatment Plant (LATP) property for use as a bin and cart staging yard for GreenWaste in accordance with the use described in [Staff Report 7082](#). This one-time additional work was needed to properly prepare the site for better all-weather access and for storm water drainage best management practices.

The original three year contract not-to-exceed amount was \$255,000 (\$85,000 per year). The City estimates an additional seventy thousand dollars is required to perform the additional maintenance work for the remainder of this year's annual contract. With the addition of maintenance work at the Palo Alto Landfill and the Los Atos Treatment Plant site the contract not-to-exceed amount will increase to \$325,000 over the three year term. It is estimated that for the remaining two years of the contract \$85,000 per year is sufficient to manage the site's maintenance needs.

Timeline

This contract amendment for additional maintenance work would be added to the existing contract amount upon approval from Council. These additional funds would fund the contract for 365 days from the date effective on the City's notice to proceed.

Resource Impact

The cost of the additional maintenance work included in this amendment will be paid by the Refuse Fund and is available in the FY17 Budget.

Environmental Review

This project is exempt from CEQA under California Code of Regulations Title 14 Section 15301 - Existing Facilities.

Attachments:

- Attachment A - Amendment Number One For Contract S16163411A.

**AMENDMENT NUMBER ONE TO CONTRACT S16163411A
BETWEEN THE CITY OF PALO ALTO AND
TOU BAR EQUIPMENT COMPANY, INC.**

This Amendment Number One to Contract Number S16163411A (“Contract”) is entered into April 17, 2017, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **TOU BAR EQUIPMENT COMPANY, INC.**, a California corporation, located at 2535 Pulgas Avenue, East Palo Alto, CA 94303, Telephone Number: 650-322-2841 (“CONTRACTOR”).

RECITALS

A. The Contract was entered into between the parties for the provision of on-call maintenance services and soil broker services for the Palo Alto Landfill.

B. The parties wish to amend the Contract by increasing the compensation in the original contract by Seventy Thousand Dollars (\$70,000) over the three year term to an overall not-to-exceed total amount of Three Hundred Twenty-Five Thousand Dollars (\$325, 000), and by expanding the scope of services to include on-call maintenance services and soil broker services for the Former Los Altos Treatment Plant site.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, **SERVICES** is hereby amended to read as follows:

“CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A-2 as an addition to the scope of services in Exhibit “A” of the original Agreement, and in accordance with the terms and conditions contained in this agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.”

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 5 of this Agreement. CONTRACTOR shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 5.

SECTION 2. Section 5, **COMPENSATION FOR ORIGINAL TERM** is hereby amended to read as follows:

“CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- “A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Two Hundred Ninety Four Thousand Forty Six Dollars (\$294,046) over the three year term.

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of Thirty Thousand Nine hundred fifty four Dollars (\$30,954) over the three year term for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR’s proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

SECTION 3. The following exhibit to the Contract is hereby added, to read as set forth in the attachment to this Amendment, which is incorporated in full by this reference:

- a. Exhibit “A-2” entitled “SCOPE OF SERVICES”
- b. Exhibit “B-1” entitled “SCHEDULE OF PERFORMANCE”

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager (Contract over \$85k)
Purchasing Manager (Contract over \$50k)
Contracts Administrator (Contract under \$50k)

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

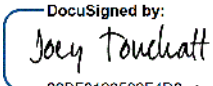
Contracts Administrator
(Checklist Approval)

Attachments :

- EXHIBIT "A-2" SCOPE OF SERVICES
- EXHIBIT "B-1" SCHEDULE OF PERFORMANCE

TOU BAR EQUIPMENT COMPANY, INC.

Officer 1

By: 
Name: Joey Touchatt

Title: General Manager

Officer 2 (Required for Corp. or LLC)

By:

Name:

Title:

**EXHIBIT “A-2”
SCOPE OF SERVICES
AMENDMENT NO. 1**

Background

On August 15, 2016, the City Council approved Staff Report #7082 allowing for the relocation of a portion of the Green Waste storage facility from 2000 Geng Road, Palo Alto, to 1237 North San Antonio Road, Palo Alto, (a site known as the Former Los Alto Treatment Plant (“LATP”). The area of the LATP site designated as Area C will be divided up into two equal portions, with one portion used as a solid waste storage area, and the other portion use as a contractor staging area. The solid waste storage portion will have improvements made to allow for a trailer, container storage, parking, and cart repair area. The two portions are each approximately 1.2 acres is size.

Scope of Work

Contractor shall provide to the City for approval a site-specific Health and Safety Plan (HASP). As work commences, Contractor shall have onsite a full-time designated safety officer to monitor all activities for adherence to the HASP. Contractor shall also delegate a site-specific Supervisor onsite at all times work is being performed. The Health and Safety Officer and Supervisor can be the same personnel if qualified and authorized by Contractor.

Contractor shall provide on-call maintenance services for the LATP site, including minor grading work, addition of base-rock where needed, improvement of stormwater drainage swales, and clearing and grubbing of overgrown vegetation.

Task 1 –Onsite Maintenance Work

The Contractor shall provide equipment and staff necessary for maintenance related tasks at the Los Altos Treatment Plant as described below. The Contractor shall be able to mobilize equipment, materials, and labor within 24 hours of notification. The City will provide direction for any necessary repairs or maintenance.

a) Labor – The Contractor shall provide laborers to perform various tasks at the LATP as directed by the City including but not limited to:

-
- Clean soil out of drainage ditches;
- Install storm water controls – silt fencing, waddles, rip rap etc. and
- Grading work;
- Provide and place base rock;
- Improve drainage ditches as directed by the City;
- Other tasks as directed by the City.

b) Materials Purchase – The Contractor shall purchase materials such as piping, base rock or other materials as directed by the City.

Contractor shall have the following equipment (or approved equivalent) available at the LATP within 24 hours of request by the City:

- Backhoe.
- 48” pad drum compactor
- 84” smooth drum roller
- 210 john Deere skip loader
- CAT motor grader

Other Terms and Conditions

Guarantee of Work and Termination

The City’s goal is to have the Contractor provide all of this scope as described in Tasks 1 above. However, the City does not guarantee that the amount of work listed in this Agreement will be completed by The Contractor. This agreement may be terminated if the following occurs:

- If Contractor gets behind schedule with the importation or processing of the soil (as determined by the City);
- If Contractor violates any compliance issues such as dust generation, storm water contamination, hazardous materials or other related issues; or
- City Management or City Council decides to cancel this agreement.

License Requirements: B - General Building Contractor and Polyethylene welding certified

CONTRACTOR will commence the services for the LATP site only after receiving a written Notice to Proceed from CITY’s project manager.

EXHIBIT B-1
SCHEDULE OF PERFORMANCE
AMENDMENT NO. 1

CONTRACTOR shall provide on-call maintenance services and soil broker services for the Former Los Altos Treatment Plant site for the period of 365 days from the date effective on the City's NTP.

Certificate Of Completion

Envelope Id: 3037E1155BD64272AA48F5D68A67C48A	Status: Completed
Subject: Please DocuSign: Amendment No.1 Toubar S16163411A.pdf-LATP	
Source Envelope:	
Document Pages: 6	Signatures: 1
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 2	
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Cecilia Magana
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	cecilia.magana@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Cecilia Magana	Location: DocuSign
3/31/2017 10:05:27 AM	cecilia.magana@cityofpaloalto.org	

Signer Events

Joey Touchatt
 joeyt@touchatt.com
 General Manager
 Security Level: Email, Account Authentication (None)

Signature

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In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Chuck Muir
 chuck.muir@cityofpaloalto.org
 Manager Environmental Control Program
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

COPIED

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 Viewed: 3/31/2017 2:13:57 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

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Payment Events

Status

Timestamps