

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jennifer Mellon, Senior Management Analyst 

DATE: May 19, 2010 (Meeting of June 2, 2010)

SUBJECT: Consider a First Amendment to the Hazardous Waste Collection Agreement between the City of Moorpark and L&H Consulting, Inc.

BACKGROUND

On February 11, 2009, Council approved an agreement between Moorpark and L&H Consulting, Inc. for removal of hazardous or potentially hazardous wastes generated by the City or by other entities within the boundaries of the City. The term of the agreement extends to June 30, 2010 with annual renewals.

DISCUSSION

This First Amendment to the HHW Agreement provides the City with a revised rate schedule to be in effect through the extended Agreement period of July 1, 2010 through June 30, 2011. L&H Consulting rates will remain the same as they were in the previous Agreement period.

FISCAL IMPACT

There is no fiscal impact. The L&H Consulting Agreement is for unanticipated removal of Hazardous Waste and there is a \$5,000 budget line item if L&H is called for emergency removal or non emergent service.

STAFF RECOMMENDATION

Approve Amended Agreement between the City of Moorpark and L&H Consulting, Inc., subject to final language approval by the City Manager and the City Attorney, and authorize the City Manager to sign the amendment.

Attachment 1: First Amendment

Attachment 2: Attachment A-2, Disposal Rates

**AMENDMENT NO. 1
AGREEMENT FOR SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and L&H Consulting, Inc., hereinafter referred to as "Consultant".

WITNESSETH

Whereas, on February 11, 2009, City and Consultant entered into an agreement pertaining to removal of hazardous or potentially hazardous wastes generated by the City or by other entities within the boundaries of the City; and,

Whereas, the City requires a revised rate schedule from Consultant related to the removal of hazardous or potentially hazardous wastes during the period covering the Contract Year from July 1, 2010 through June 30, 2011; and,

Whereas, the City and Consultant have discussed and agreed to a rate schedule for said services as described herein, and now wish to document said agreement by jointly approving this Amendment to the aforesaid Agreement for Contract Services (Attachment A-2).

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree and amend the aforesaid Agreement as follows:

I. Amended Rate Schedule

The Rate Schedule is hereby amended to cover the Agreement period of July 1, 2010 through June 30, 2011 (Attachment A-2) attached hereto and made a part of Amendment No. 1.

II. Compensation

Exhibit B, Scope of Compensation, shall read:

"Consultant shall be compensated per the disposal rates and rate schedule attached hereto as "Attachment A-2" and updated annually on July 1 for each year of the Agreement is in effect or as requested by the City".

For the work defined in Section I of this Amendment, Contractor shall be paid as identified within the Agreement.

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

L&H CONSULTING, INC.

Steven Kueny, City Manager

Dell L. Muntzel, President

Date _____

Date _____

ATTEST:

Deborah S. Traffenstedt, City Clerk

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Disposal Rates

Prices include profiling, labeling, manifesting,
transportation, and disposal

NON RCRA LIQUID	55 gal/dm	\$275.00
NON RCRA SOLID	55 gal/dm	\$300.00
RCRA LIQUID	55 gal/dm	\$375.00
RCRA SOLID	55 gal/dm	\$425.00
LAB PACK	55 gal/dm	\$400.00

HARD TO HANDLE (WHICH INCLUDES WASTE STREAMS
THAT HAVE TO INCINERATED) WILL BE QUOTED
CASE BY CASE

RATE SCHEDULE

CONSULTING	100.00 PER HOUR
HAZ-MAT SUPERVISOR	95.00 PER HOUR
HAZ-MAT OPERATOR	100.00 PER HOUR
HAZ-MAT FOREMAN	85.00 PER HOUR
HAZ-MAT LABORER	75.00 PER HOUR
END DUMP	110.00 PER HOUR
VAN/FLAT BED	110.00 PER HOUR
ROLL-OFF	110.00 PER HOUR
10 WHEELER	100.00 PER HOUR
BIN RENTAL	25.00 PER DAY
PRESSURE WASHER	150.00 PER PAY
FRONT END LOADER	850.00 PER DAY PLUS OPERATOR & MOVE IN/OUT
BACKHOE	650.00 PER DAY PLUS OPERATOR & MOVE IN/OUT
EMERGENCY REPSONSE WITH IN (2) HOURS	1000.00 PER CALL
RESPONSE WITH (24) HOURS	500.00 PER CALL
EMERGENCY REPSONSE UNIT	200.00 PER HOUR 1500.00 MINIMUM
17-H STEEL DRUMS/POLY DRUMS (55 GALLON)	45.00 EACH
30 GALLON POLY DRUMS	28.00 EACH
VERMICULITE	35.00 PER BAG
SAFETY EQUIPMENT	QUOTE/REQUEST