



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

Agenda Date: 1/14/2010

Agenda Placement: 6C

Napa-Vallejo Waste Management Authority Board Agenda Letter

TO: Board of Directors
FROM: Cave, Trent - Manager
Napa-Vallejo Waste Management Authority
REPORT BY: Trent Cave, Manager - 7072534274
SUBJECT: Subcontract Hauler

RECOMMENDATION

TRUCKING SUBCONTRACTOR

REQUESTED ACTION: Authorization for Northern Recycling Operations and Waste Services to designate Tiger Lines LLC as the subcontracted hauler of waste to the Keller Canyon Landfill Site, pursuant to Section 3.11 (Subcontractors) of the Agreement between the Authority and Northern, to be effective February 14, 2009.

EXECUTIVE SUMMARY

G&D Trucking was the subcontractor that Northern Recycling Operations and Waste Services (Northern) inherited from Allied Waste. Northern has previously solicited trucking bids with insufficient results, however, in this year's round of bid requests, Tiger Lines, LLC submitted a bid which would reduce the cost to Northern by approximately \$10 per load. Based on those bid results, Northern submitted a letter to the Authority Manager, requesting approval to appoint Tiger Lines, LLC as the subcontracted hauler of waste from the Devlin Road Transfer Station to Keller Canyon Landfill. Approval of the requested action will allow Northern to proceed with an agreement with Tiger Lines.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

G&D Trucking was the subcontractor that Northern inherited from Allied when they took over operations of the Transfer Station in 2007. Northern has previously solicited new bids with insufficient results, however, in this year's round of bid requests, Tiger Lines, LLC submitted a bid which would reduce the cost to Northern by approximately \$10 per load, which is more in-line with the amount that the Authority is paying Northern per ton. Based on those bid results, Northern submitted a letter to the Authority Manager (attached for reference), requesting approval to appoint Tiger Lines, LLC as the subcontracted hauler of waste from the Devlin Road Transfer Station to Keller Canyon Landfill. As stated in the attached letter, Tiger Lines LLC meets all the insurance and licensing provisions of the Agreement. Approval of this request will allow Northern to proceed with an agreement with Tiger Lines.

Included below for reference is the Section of the Agreement between Northern and the Authority which details the requirements for subcontracting:

3.11 Subcontractors. No substantive part of Contractor's Obligations with regard to Facility Operations shall be subcontracted, including, but not limited to, scale house, Acceptance, Processing, Recovery, and Marketing activities unless Authority's written approval has been obtained. Authority shall not unreasonably withhold its approval of subcontractors. In an emergency, upon immediate telephonic or other oral Notice to the Authority, followed promptly by written Notice, Contractor may engage additional or substitute subcontractors for up to seven (7) calendar days, provided that at the expiration of such seven (7) calendar days, engagement of such additional or substitute subcontractors may be continued only if the Authority consents in writing thereto, which consent shall not be unreasonably withheld. All subcontractors shall be licensed as required under Applicable Law to perform their subcontracted work. Contractor shall remain liable for the full and complete performance of Contractor's Obligations hereunder. Any reference to Contractor's Obligations hereunder shall be deemed to include any subcontractor performing such Obligations, whether or not the language hereof provides that Contractor shall perform, or cause to be performed, such Obligations. References to Contractor causing performance of any Contractor's Obligation by a subcontractor or another Person shall not create the inference that Contractor is not primarily obligated to Authority to meet such Obligations.

SUPPORTING DOCUMENTS

A . Northern Letter

Manager: Approve
Reviewed By: Martha Burdick