COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

December 23, 2004

IN REPLY PLEASE
REFER TO FILE: GME-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2756

Dear Supervisors:

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD AMENDMENT
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the enclosed Amendment to Agreement IWM-C 0131between the County of Los Angeles and the California Integrated Waste Management Board (CIWMB) to allow the continual operation of the Rubberized Asphalt Concrete Technology Center (RACTC) through December 31, 2005.

2. Instruct the Chair of the Board to sign the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Amendment to the previously approved Agreement IWM-C 0131 will provide funds to continue the operation of the RACTC through December 31, 2005, to promote the use of asphalt rubber in roadway paving work.

The County of Los Angeles is the leader in the use of asphalt rubber in paving streets. We have placed more asphalt rubber with a higher success rate than any other agency in California. The RACTC is staffed and operated by County personnel, and is funded by the CIWMB. Through the RACTC, public agencies are able to contact the County for information about rubberized asphalt concrete (RAC). This Amendment will provide funding for us to continue to offer leadership in asphalt rubber technology without expending County funds.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as this grant provides sufficient funds to continue the operation of the RACTC, which allows the County to offer leadership in Asphalt Rubber Technology.

FISCAL IMPACT/FINANCING

Funding for the RACTC Amendment is not paid by County funds. Staff costs and all direct and indirect costs for the Amendment are budgeted by Public Works and reimbursed by the CIWMB. If funds run short, then all work related to the RACTC will be stopped. The maximum amount of the Agreement with this Amendment is $675,000 for the entire term of the Agreement through December 31, 2005.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment provides funds for the County of Los Angeles to continue operating the RACTC. The Scope of Work set forth by the CIWMB was slightly revised in this Amendment. Previously, the RACTC was required to administer a quality control incentive program, which reimbursed local cities and counties for inspecting various RAC projects. The current amendment no longer requires the RACTC to administer this program. Instead, the RACTC will be conducting or managing research projects to optimize RAC's use on city and county roadways. County Counsel has approved the Amendment as to form.

IMPACT OF CURRENT SERVICES

There will be no negative impact on current County services.

CONCLUSION

Enclosed are three original copies of the Amendment prepared by the CIWMB. We request that the Chair sign and return two copies to Public Works for further processing.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

RI:cs/P:GMEPUB\SEC\CIWMBBOARDLETTERA

Enc.

cc: Chief Administrative Office
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (REV 9/01)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
IWM-C0131	2
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME

California Integrated Waste Management Board
CONTRACTOR'S NAME

Los Angeles County
2. The term of this

Agreement is January 1, 2002 through December 31, 2005
3. The maximum amount of this $675,000

Agreement after this amendment is: Six Hundred Seventy-Five Thousand Dollars and No Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Term of this Agreement is extended until December 31, 2005.

The Scope of Work is amended as shown in Exhibit A.

The Budget is amended as shown in Exhibit B.

This amendment adds $225,000.00 to the contract. The total amount of the contract will not exceed $675,000.00.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)*		
Los Angeles County		
BY *(Authorized Signature)*	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Gloria Molina, Chair, Board of Supervisors		
ADDRESS		
P. O. BOX 1460, 4TH FLOOR ALHAMBRA, CA 91802-1460		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		
BY (AUTHORIZED SIGNATURE)	DATE SIGNED	☐ Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING		
Mark Leary, Executive Director		
ADDRESS		
P O BOX 4025 1001 "I" STREET, SACRAMENTO, CA 95812-4025		

SCOPE OF WORK

I. INTRODUCTION/OBJECTIVES

The use of Rubberized Asphalt Concrete (RAC) by local governments represents the single largest potential for growth in its use. The purpose of the Rubberized Asphalt Concrete Technology Centers (RACTC) is to increase the use of RAC by local governments. Recognizing this fact, the California Integrated Waste Management Board (CIWMB), in its *Five-Year Plan for the Waste Tire Recycling Management Program* (Five-Year Plan), has endorsed the concept of continued funding for the activities of the RACTC at a level of $600,000 ~~for RACTC~~ per fiscal year (FY) 2004/2005-2007/2008. This Scope Of Work (SOW) addresses the continuing activities for the Southern California RACTC for FY 2004/2005.

II. WORK TO BE PERFORMED

The Contractor shall:

1) Provide consultation services, ~~outreach (e.g. workshops and conventions)~~, technology transfer and training on RAC processes (e.g. workshops) and use to local government officials and staff.;

2) Develop and disseminate educational and informational materials on RAC as needed, and as approved by the CIWMB Contract Manager;

3) Maintain ~~the~~ **and enhance an** Internet web site for disseminating RAC information and reference materials to Southern California entities;

4) Monitor a toll-free telephone number and respond to questions and/or requests for information;

5) Prepare and submit quarterly reports to the CIWMB; and

~~6) Administer a Quality Assurance/Quality Control (QA/QC) Incentive Program for RAC paving projects constructed by local governmental entities.~~

6) **Conduct research projects of RAC related issues.**

III. TASKS IDENTIFIED

Task 1: Consultation~~, Outreach~~ and Education

Consultation, ~~outreach,~~ technology transfer and training will be provided for the staff of the following ~~southern California~~ **local** government departments: public works, engineering, laboratories, street maintenance, and construction inspection. Topics ~~shall~~ will include: proper road base and pavement design; material testing; mix design; and construction procedures for RAC. Data regarding the effectiveness of RAC, with an emphasis on the recycling, resource

saving aspects and cost effectiveness, will also be included. Consultation services during RAC project construction, troubleshooting problems arising during construction, and information on RAC will also be provided to assist local jurisdictions in developing sustained RAC projects and programs.

The ~~SC~~RACTC will be staffed ~~to provide program management, public information, technical engineering advising, and field inspection services~~ **by Los Angeles County employees.** The ~~SC~~RACTC will provide assistance to its counterparts through ~~meetings workshops and seminars~~ **"Government talking to Government" sessions** to share Los Angeles (LA) County's experience in using RAC that has resulted in ~~more than~~ a decade's worth of successes with RAC. These sessions will provide technical assistance, training, information on traffic noise reduction studies and economic benefits of RAC. The ~~SC~~RACTC will conduct ~~a minimum of 12 meeting, workshops and/or seminars~~ **sessions** with local and/or state governmental agencies during the term of this contract **on an as-needed basis in consultation with the CIWMB Contract Manager. Sessions will include seminars with individual agencies, regional workshops and seminars at local government conferences.**

The ~~SC~~RACTC technology transfer will capitalize on the previous training guides and materials developed by the RAC Technology Centers, such as the Asphalt Rubber Design and Construction Guideline developed under a collaborative effort of the CIWMB, Caltrans and Rubber Pavements Association. Some of the training workshops may be **sub**contracted**, upon approval of the CIWMB Contract Manager,** to the Rubber Pavement Association or other groups that have performed this service in the past.

Task 2: Develop and Disseminate Educational/Informational Materials

This task may involve development of new materials, revision of existing materials, or republication of existing materials. The CIWMB Contract Manager must approve all final drafts of materials prior to reproduction or dissemination.

Task 3: Maintain and Enhance Website

This task may be completed by LA County staff or contracted out. The information on the website will include, but is not limited to: RAC benefits, cost savings, manufacturing and construction processes, and links to CIWMB, Caltrans and other RAC-related websites.

Task 4: Respond to Toll-Free Telephone Inquiries

LA County staff will handle this activity and report the number of responses in the quarterly reports to the CIWMB.

Task 5: Quarterly Reports

LA County staff will handle this activity. The reports to ~~the CIWMB Contract Manager~~ will include data on who was assisted ~~and~~, type of assistance provided (e.g., toll-free telephone inquiry, information request, consultation, training, etc.)~~. Reports will also include the names of attendees at all training classes.~~**, workshops conducted and number of attendees, and other activities of the RACTC.** Copies of all e-mail responses will be provided to the CIWMB for review of performance. Information will also be provided as to the volume of publications and related information that is distributed as a result of Task 2. ~~Detailed information will be supplied for all RAC Projects that receive funds from our Qa/QC Incentive Program (tons used, date,~~

~~location, tires recycled, lane miles, etc.).~~ Reports are due on March 31, June 30, September 30 and December 31 of each year.

Task 6: ~~QA/QC Incentive Program~~ Research Projects

~~SCRACTC will administer an incentive program to promote the use of crumb rubber from scrap tires in roadway rehabilitation projects. SCRACTC will provide incentive payments to agencies for plant and field QA/QC inspection of RAC projects. The agencies will be reimbursed at a rate of one dollar and twenty five cents ($1.25) per ton of RAC, up to a limit of $12,500 per project. Funds for this program are limited and projects will be approved based on the number RAC projects the jurisdiction has constructed. First time users receive top preference for reimbursement, then jurisdictions with three or fewer RAC projects constructed in the last five years, then jurisdictions with four to seven RAC projects constructed in the last five years. The CIWMB Contract Manager will give approval for proposed projects prior to the SCRACTC entering into agreements with jurisdictions. The SCRACTC will invoice the CIWMB for all payments.~~

Utilization of RAC in pavement construction has been fragmented in that some local governments routinely use RAC and some have not constructed a single RAC project. In addition, the technical merits for using RAC products are not well understood by local governments and industry. There are several research and development activities that could help to alleviate these situations regarding the use of RAC.

While RAC products have been used successfully in some highway pavement rehabilitation programs, some research remains to be done to optimize RAC use on city and county roadways. The CIWMB Contract Manager will approve all research projects and project parameters (e.g., scope, schedule, deliverables, etc.). Research projects will be conducted or managed by the RACTC and may include partnerships (e.g., between SHWA's, Federal HWA and private industry) or contracted out to an appropriate firm.

IV. CONTRACT/TASK TIME FRAME

Task	Deliverables	Date
1	Training Workshops; Technical Assistance Consultations; Outreach Activities (meetings, conferences, brochures)	January 2002 - ~~June~~ **December ~~2003~~ 2005**
2	Technical Manuals and Bulletins; Informational Pamphlets, Facts Sheets, Booklets	January 2002 - ~~June~~ **December ~~2003~~ 2005**
3	Maintain and enhance Website	January 2002 - ~~June~~ **December ~~2003~~ 2005**
4	Monitor and Respond to Toll-Free Telephone Number Inquiries	January 2002 - ~~June~~ **December ~~2003~~ 2005**
5	Quarterly Reports (due 3/31, 6/30, 9/30, 12/31)	January 2002 - ~~June~~ **December ~~2003~~ 2005**
6	Research Projects – Investigate Research Topics and Provide Results to CIWMB and Paving Industry. RACTC will supply a minimum of 5 bound copies, one camera-ready copy and one	April 2002 - ~~June 2003~~ **December 2005**

	electronic copy of each project report produced.	

V. COPYRIGHT PROVISION

Contractor shall establish for the Board good title in all copyrightable and trademarkable materials developed as a result of this Scope Of Work (SOW). Such title shall include exclusive copyrights and trademarks in the name of the State of California, California Integrated Waste Management Board.

VI. CALIFORNIA WASTE TIRES

Unless otherwise provided for in this Scope Of Work (SOW), in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Scope Of Work (SOW), only California waste tires and California waste tire-derived products shall be used. As a condition of payment under the Agreement, the Contractor shall be required to provide documentation substantiating the source of the tire materials used during the performance of this Scope Of Work (SOW) to the Contract Manager.

VII. WASTE REDUCTION AND RECYCLED-CONTENT PRODUCT PROCUREMENT

In the performance of this Agreement, Contractor shall use recycled content, used or reusable products, and practice other waste reduction measures where feasible and appropriate.

Recycled Content Products: All products purchased and charged/billed to the CIWMB to fulfill the requirements of this contract shall be Recycled Content Products (RCPs), or used (reused, remanufactured, refurbished) products. All RCPs purchased or charged/billed to the CIWMB to fulfill the requirements of the contract shall have both the total recycled-content (TRC) and the postconsumer content (PC) clearly identified on the products. Specific requirements for the aforementioned purchases and identification are discussed in the Terms and Conditions of the Contractual Agreement under Recycled-Content Product Purchasing and Certification.

The Contractor should, at a minimum, ensure that the following issues are addressed, as applicable to the services provided:

A. WRITTEN DOCUMENT PROVISION

All documents and/or reports drafted for publication by or for the Board in accordance with this contract shall adhere to the Board's *Guidelines For Preparing CIWMB Reports (available upon request)* and shall be reviewed by the Board's Contract Manager in consultation with one of the Board's editors.

In addition, these documents and/or reports shall be printed double-sided on one

hundred percent (100%) recycled-content paper (unless 100% recycled-content paper is not appropriate, such as where many full color photographs will be used, then paper with a minimum of fifty percent (50%) recycled-content may be used). The paper should identify the postconsumer recycled content of the paper (i.e., "printed on 50% postconsumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the Board's uses.

To the greatest extent possible, soy ink instead of petroleum-based inks should be used to print all documents.

B. CONFERENCING PROVISION

The Contractor shall take any and all steps necessary to make sure that the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.

Paper Products: All paper products used to fulfill the requirements of this contract (nametags, badges, letters, envelopes, brochures, etc) must contain at least 30% post-consumer recycled content fiber.

Re-usable Cups, Plates & Utensils: To the greatest extent possible, use re-usable/washable utensils, dishes, tableware, etc. rather than single-use disposable products.

Leftover Food/Beverages: All leftover food and/or beverages associated with the event will be donated to an established food donation outlet. Arrangements for the donation must be made prior to the date of the event. CIWMB staff will assist the contractor in identifying these donation outlets, if needed.

Recycling/Composting: Arrangements must be made with the venue, sponsor, or by contract, to provide adequate collection bins for recyclables, organics (food waste) or biodegradable materials, and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.

Soy-based Printing Ink: To the greatest extent possible, soy ink instead of petroleum-based inks should be used to print all documents needed for the event.