

**AMENDMENT NUMBER FOUR  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
WARE DISPOSAL, INC.  
FOR SOLID WASTE COLLECTION SERVICE AT CITY FACILITIES**

This Amendment Number Four (“Amendment”) is made and entered into this 31st day of July, 2018 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and WARE DISPOSAL, INC., a California corporation (“Consultant”).

WHEREAS, City and Consultant entered into an agreement on August 1, 2013 for Consultant to provide solid waste collection services at City facilities (the “Agreement”); and

WHEREAS, Section 4.1 of the Agreement provides for a term of two (2) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City Council authorized the Public Services Director to execute such extensions; and

WHEREAS, on August 1, 2015, City and Consultant extended the term of the Agreement through July 31, 2016; and

WHEREAS, on July 29, 2016, City and Consultant extended the term of the Agreement through July 31, 2017, and amended the scope of services; and

WHEREAS, on July 31, 2017, City and Consultant extended the term of the Agreement through July 31, 2018; and

WHEREAS, City and Consultant now desire to extend the term for one (1) additional year, through July 31, 2019, and to set forth Consultant’s compensation for the extended period accordingly, including increasing Consultant’s compensation to reflect a Consumer Price Index increase of 2.8% and further increasing Consultant’s compensation to permit on-call solid waste collection services for the Fire Department.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through July 31, 2019.
2. For the period commencing August 1, 2018 and ending July 31, 2019, Consultant’s compensation shall not exceed One Hundred Fifteen Thousand Seven Hundred Sixty-Two Dollars and Twenty-Eight Cents (\$115,762.28). Consultant shall be paid according to the fee schedule set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Pega Sethuram  
Public Services Director

Date: 8-6-18

CONSULTANT

Jay B Ware  
Signature

Date: 7/31/18

JAY B WARE GM  
Name and Title

ATTEST:

Brenda Green 8-8-18  
City Clerk



APPROVED AS TO FORM:

[Signature]  
City Attorney

Date: 09/07/18

APPROVED AS TO INSURANCE:

[Signature]  
Risk Management

Date: 8/6/18

APPROVED AS TO CONTENT:

[Signature]  
Project Manager

Date: 8/06/2018

APPROVED AS TO PURCHASING:

[Signature]  
Finance Director

Date: 8/7/18

**EXHIBIT A**  
**FEE SCHEDULE**



July 11, 2018

City of Costa Mesa  
 PO Box 1200  
 Costa Mesa, CA 92628

Attention: Amber Haston

Ware Disposal, Inc. appreciated the opportunity to extend our business relationship and would like to renew our agreement for an additional year with the consideration of a CPI increase of 2.8% for 2018-2019. The rates are enclosed for this upcoming year.

| City Facilities       | Bin Size (CY) | 2016-17 Bin Freq. | Current 2017-18 Rates | 2.80%    | New 2018-19 Rates |
|-----------------------|---------------|-------------------|-----------------------|----------|-------------------|
| City Hall             | 3             | 3                 | \$242.64              | \$6.79   | \$249.44          |
| Police Facility       | 3             | 3                 | \$242.64              | \$6.79   | \$249.44          |
| FS #1                 | 3             | 1                 | \$0.00                | \$0.00   | \$48.41           |
| FS #2                 | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| FS #3                 | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| FS #4                 | 3             | 1                 | \$94.96               | \$2.66   | \$97.61           |
| FS #5                 | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| FS #6                 | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Downtown Rec Facility | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Baeric                | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Neighborhood Ctr.     | 3             | 1                 | \$94.96               | \$2.66   | \$97.61           |
| Old Corp              | 3             | 3                 | \$121.32              | \$3.40   | \$124.72          |
| TeWinkle Skate        | 3             | 3                 | \$121.32              | \$3.40   | \$124.72          |
| Sports Complex        | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Hamilton              | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| TeWinkle Bark         | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Senior Center         | 4             | 5                 | \$162.20              |          | \$269.54          |
| Westside Substation   | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| Del Mar/Comm. Garden  | 3             | 1                 | \$47.48               | \$1.33   | \$48.81           |
| NC Trash              | 40            | 5                 | \$6,176.04            | \$172.93 | \$6,348.97        |

|  |    |            |           |         |          |
|--|----|------------|-----------|---------|----------|
| NC Furniture   | 40 | 1          | \$158.24  | \$4.43  | \$162.67 |
| Old Corp Appliances  | 40 | On Call    | \$420.93  | \$11.79 | \$432.71 |
| NC GW  | 40 | On Call    | \$484.24  | \$13.56 | \$497.79 |
| Additional Mattress On Call  | 40 | On Call    | \$413.90  | \$11.59 | \$425.49 |
| Additional 1 Furniture weekly  | 40 | 1x         | \$405.38  | \$11.35 | \$416.73 |
| Lowboy -dirt/sod/ sand   | 10 | on call    | \$604.52  | \$16.93 | \$621.45 |
| FS #1  | 3  | on call    | \$105.61  | \$2.96  | \$108.57 |
| 40 yard Construction/Demolition plus disposal<br>**                    |    | On Call    | \$ 324.40 | \$9.08  | \$333.48 |
| Extra pickup requests 3 yard-4yard                                     |    | On Call    | \$ 107.41 | \$3.01  | \$110.42 |
| Temporary 3 yard for event   |    | On Call    | \$ 107.41 | \$3.01  | \$110.42 |
| Extra pickups Saturday   |    | per pickup | \$ 161.66 | \$4.53  | \$166.18 |
| Event boxes for Special  |    | per unit   | \$ 5.25   | \$0.15  | \$5.40   |
| Deskside Recycling   |    | per unit   | \$ 2.34   | \$0.07  | \$2.40   |
| **Disposal Tonnage per load  |    | per ton    | \$ 67.17  | \$1.88  | \$69.05  |
| Sunday Service/ Emergency requests                                     |    |            |           |         |          |
| Man hours at DT, with bin or roll-off charge at 50% above current rate |    |            |           |         |          |

  
 Jay Ware  
 General Manager  
 Ware Disposal, Inc.  
[www.waredisposal.com](http://www.waredisposal.com)  
[www.madisonmaterials.com](http://www.madisonmaterials.com)  
 714 664 0677 ext 105 fax 714 664 0696