

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: May 24, 2011

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH PACIFIC WASTE CONSULTING GROUP TO PROVIDE CONSULTANT SERVICES ASSOCIATED WITH IMPLEMENTATION OF THE CITY'S SOLID WASTE RECYCLING PROGRAMS (FUNDED BY GENERAL FUND AND THE FRANCHISE WASTE & RECYCLING COMPANY)**

**Report in Brief**

Staff is recommending the City Council approve a professional services agreement with Pacific Waste Consulting Group in the amount of \$54,643 to assist with the implementation of the City's solid waste recycling programs. The City of Concord along with the City's franchise hauler, Concord Disposal Services (CDS) implements a number of programs to meet the State of California's solid waste recycling requirements. The City files a detailed Annual Report documenting these activities to CalRecycle, formerly known as the California Integrated Waste Management Board. The City has hired Pacific Waste Consulting Group since 1995 to support staff efforts and ensure City compliance with State regulations.

**Background**

Assembly Bill 939 was adopted by the State Legislature in 1989. It required that all cities achieve a solid waste recycling rate of 50% and established a system of state regulatory oversight to enforce the requirements of the law. The City implements several solid waste programs with CDS that includes single stream recycling for all single-family households and a Construction & Demolition Recycling Ordinance in order to increase the City's solid waste recycling rate. Pacific Waste Consulting Group has provided direct assistance on specific programmatic tasks, as well as general support, such as researching grants and finding other financial support for all of the City's solid waste activities.

**Discussion**

Pacific Waste Consulting Group is qualified to assist the City in providing consultant services to assist the City in complying with State solid waste recycling mandates. The Annual Report submitted to the State contains the calculation of the City's recycling rate and the status of the City's recycling activities. For several years, the City has utilized Pacific Waste Consulting Group to write the Annual Report including the time intensive and involved process of documenting the recycling rate. The recycling rate varies from year to year based on the amount of solid waste generated and the degree to which City recycling programs succeeded in diverting this waste from disposal. Solid waste and diversion data from CDS is analyzed, as is solid waste data

**APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH PACIFIC  
WASTE CONSULTING GROUP TO PROVIDE CONSULTANT SERVICES  
ASSOCIATED WITH IMPLEMENTATION OF THE CITY'S SOLID WASTE  
RECYCLING PROGRAMS (FUNDED BY GENERAL FUND AND THE  
FRANCHISE WASTE & RECYCLING COMPANY)**

May 24, 2011

Page 2

from the County. Occasionally throughout the year, the County inaccurately records waste generated in another city as originating in Concord. This inaccuracy drives up the City's waste disposal totals and has the negative impact of decreasing the City's recycling rate. The consultant's detailed analysis of self hauler solid waste disposal data identifies and removes non-Concord addresses from the City's solid waste disposal totals and results in a more accurate recycling rate.

The proposed consultant scope of work (Attachment A with Exhibit 1) is for a two-year agreement that consists of the following seven tasks:

**Tasks No 1 and 2: Annual Report 2010 & 2011** – Prepare Annual Report drafts for City and CDS to review and submit final report to CalRecycle by State deadline.

**Task No. 3: Commercial and Multi-Family Recycling Program** - Analyze and make recommendations on City and CDS expansion plans to ensure compliance with pending State regulations.

**Task No. 4: Construction & Demolition Debris Ordinance Update** - Revise Construction & Demolition Debris Ordinance to meet new State requirements.

**Task No. 5: General Support** - Investigate grants for funding recycling programs and other miscellaneous tasks.

**Task No. 6: Waste Survey Address Checking** - Analyze the County's self-hauler disposal data to prevent non-resident activity from inflating City's recycling rate.

**Task No. 7: Data Tracking** - Collect and analyze CDS disposal and diversion data on a quarterly basis.

**Fiscal Impact**

The Pacific Waste Consulting Group Inc. contract is in the amount of \$54,643. The cost of consultant contract is equally shared between the City (\$27,321.50) and CDS (\$27,321.50). Funding for the City's portion of the contract will come from the City's franchise program operating budget.

**Public Contact**

Posting of the agenda. A copy of the staff report has been sent to Pacific Waste Consulting Group.

**APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH PACIFIC  
WASTE CONSULTING GROUP TO PROVIDE CONSULTANT SERVICES  
ASSOCIATED WITH IMPLEMENTATION OF THE CITY'S SOLID WASTE  
RECYCLING PROGRAMS (FUNDED BY GENERAL FUND AND THE  
FRANCHISE WASTE & RECYCLING COMPANY)**

May 24, 2011

Page 3

**Recommendation for Action**

Staff recommends the City Council approve the Professional Services Agreement with Pacific Waste Consulting Group in the amount not to exceed \$54,643 and authorize the City Manager to execute the agreement.



Daniel E. Keen

City Manager

Daniel.Keen@ci.concord.ca.us

Prepared by: Phillip Woods, AICP  
Principal Planner  
pwoods@ci.concord.ca.us

Reviewed by: Valerie Barone  
Assistant City Manager  
Valerie.Barone@ci.concord.ca.us

Attachment A - Professional Services Agreement with Pacific Waste Consulting Group with Exhibit 1

**AGREEMENT FOR PROFESSIONAL SERVICES**

1 THIS AGREEMENT ("Agreement") is entered into on May 24, 2011 between the City of  
2 Concord (the "CITY") and Pacific Waste Consulting Group, 8410 Mediterranean Way, Sacramento,  
3 CA 95826 (the "CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6 The CITY desires to contract with Pacific Waste Consulting Group and Pacific Waste  
7 Consulting Group to contract with the CITY for provision by Pacific Waste Consulting Group to the  
8 CITY for professional services in connection with solid waste recycling and compliance as further  
9 described herein, upon the terms and conditions hereinafter set forth.

10 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
11 parties herein contained, the parties hereto agree as follows:

12 1. **Effective Date.** The effective date of this Agreement is May 24, 2011.

13 2. **Services.** CONSULTANT shall provide the basic services described in detail in  
14 Exhibit 1, Scope of Services, attached hereto and made a part hereof.

15 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which  
16 are in addition to the basic services. If additional services are requested by CITY, this Agreement may  
17 be amended, modified, or changed by the parties subject to mutual consent and in accordance with the  
18 Municipal Code by execution of an addendum by authorized representatives of both parties setting  
19 forth the additional scope of services to be performed, the performance time schedule, and the  
20 compensation for such services.

21 4. **Authorized Representatives.** Authorized representatives shall represent CITY and  
22 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by  
23 CONSULTANT under this Agreement except where approval for the CITY is specifically required by  
24 the City Council. All requirements of CITY pertaining to the services to be rendered under this  
25 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall  
26 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will  
27 result in the performance of such work without delay.

28 //

1 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to  
2 the agreement, including amendments providing for additional compensation to CONSULTANT, not  
3 to exceed \$20,000, including the base contract amount, throughout the remaining term of the  
4 agreement. The City Manager is authorized to execute amendments to the agreement on behalf of  
5 CITY, including additional compensation to CONSULTANT in an amount not to exceed \$40,000,  
6 and term adjustments as provided for in Section 6.

7 The CITY authorized representative is Phillip Woods, Principal Planner of the Community  
8 Development Department. The CONSULTANT authorized representative is Mark White, President.

9 **5. Compensation.** CONSULTANT shall be compensated on a \$54,643 basis for basic  
10 services rendered under Section 2, as more particularly described in Exhibit 1, Compensation; and  
11 CONSULTANT shall be compensated for additional services rendered under Section 3, as more  
12 particularly described in a fully approved and executed addendum to this Agreement.

13 CONSULTANT may submit monthly statements for basic and additional services rendered. It  
14 is intended that payment to CONSULTANT will be made by CITY within (30) days of receipt of  
15 invoice.

16 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,  
17 shall be from the effective date through May 24, 2013.

18 The CITY's Authorized Representative or City Manager may extend the term of the agreement  
19 for a period not to exceed twelve months if necessary for the CONSULTANT to complete the Scope  
20 of Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time  
21 shall be in writing by a duly executed addendum or amendment to this agreement.

22 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall  
23 be performed in an expeditious manner, and with the degree of skill and care that is required by  
24 current, good, and sound procedures and practices. CONSULTANT further agrees that the services  
25 shall be in conformance with generally accepted professional standards prevailing at the time work is  
26 performed.

27 **8. Performance by Consultant** CONSULTANT shall not employ other consultants or  
28 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the

1 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance  
2 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
3 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly  
4 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and  
5 timeliness of performance of the services, notwithstanding any permitted or approved delegation  
6 hereunder.

7 **9. Ownership and Maintenance of Documents.** All documents furnished by  
8 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect  
9 to this project. They are not intended nor represented to be suitable for reuse by others on extensions  
10 of this project or on any other project. Any reuse without specific written verification and adoption by  
11 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or  
12 legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such  
13 unauthorized reuse.

14 CONSULTANT's records, documents, calculations, and all other instruments of service  
15 pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves  
16 the right to specify the file format that electronic document deliverables are presented to the CITY. If  
17 agreement is terminated per Section 13, deliverables shall be provided based on Section 13  
18 requirements.

19 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the  
20 CITY, its officers, agents, employees and volunteers from and against any and all claims, demands,  
21 actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation  
22 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this  
23 Agreement.

24 **11. Insurance.** CONSULTANT shall, at its own expense, procure and maintain in full  
25 force at all times during the term of this Agreement the following insurance:

26 //

27 //

28 //

1       **A. Commercial General Liability Coverage.** CONSULTANT shall maintain  
2 commercial general liability insurance with limits of no less than one million dollars  
3 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)  
4 aggregate limit for bodily injury, personal injury, and property damage.

5       **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability  
6 insurance covering all vehicles used in the performance of this Agreement providing a One  
7 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal  
8 injury, and property damage.

9       **C. Professional Liability Coverage.** CONSULTANT shall maintain professional  
10 liability insurance with coverage for all negligent errors, acts or omissions committed by  
11 CONSULTANT, its agents and employees in the performance of this Agreement. The amount  
12 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims  
13 made annual aggregate basis or a combined single limit per occurrence basis.

14       **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT  
15 covenants that it will insure itself against liability for Workers' Compensation pursuant to the  
16 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon  
17 demand of the City Council and properly authorized agents, furnish proof that Workers'  
18 Compensation Insurance is being maintained by it in force and effect in accordance with the  
19 California Labor Code.

20       **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain  
21 the following provisions:

22               **(1)** CITY, its officers, agents, employees, and volunteers are to be covered  
23 as additional insureds as respects: Liability arising out of activities performed by or on  
24 behalf of CONSULTANT and operations of CONSULTANT, premises owned,  
25 occupied, or used by CONSULTANT. The coverage shall contain no special  
26 limitations on the scope or protection afforded to CITY, its officers, officials,  
27 employees, or volunteers.

28       //

1                   (2)     CONSULTANT'S insurance coverage shall be primary insurance with  
2     respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk  
3     pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
4     employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall  
5     not contribute with it.

6                   (3)     Any failure to comply with the reporting provisions of the policy shall  
7     not affect the coverage provided to the CITY, its officers, officials, employees, or  
8     volunteers.

9                   (4)     The aforementioned policies shall be issued by an insurance carrier  
10    having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
11    shall be delivered to CITY at the time of the execution of this Agreement or as  
12    provided below. In lieu of actual delivery of such policies, a Certificate issued by the  
13    insurance carrier showing such policy to be in force for the period covered by the  
14    Agreement may be delivered to CITY. Such policies and certificates shall be in a form  
15    approved by the City Attorney. Except for worker's compensation and professional  
16    liability insurance, the policies mentioned in this subsection shall name CITY as an  
17    additional insured and provide for thirty (30) days notice of cancellation to CITY. Said  
18    policies shall not be canceled earlier than, nor the amount of coverage reduced earlier  
19    than, thirty (30) days after the CITY receives notices from the insured of the intent of  
20    cancellation or reduction.

21           **12.     Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,  
22    suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
23    performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
24    performed and reimbursable expenses incurred prior to the suspension date. During the period of  
25    suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
26    reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

27           **13.     Termination.** CITY may terminate this Agreement for any reason upon ten (10) days  
28    written notice to the other party. CITY may terminate the Agreement upon five (5) days written notice



1 if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall  
2 promptly deliver to the CITY any reports or other written, recorded, photographic, or visual materials  
3 and other deliverables prepared for the CITY prior to the effective date of such termination. After  
4 receipt of deliverables, CITY will pay CONSULTANT for the services performed as of the effective  
5 date of the termination.

6 **14. Compliance with Civil Rights.** During the performance of this contract,  
7 CONSULTANT agrees as follows:

8 **A. Equal Employment Opportunity.** In connection with the execution of this  
9 Agreement, CONSULTANT shall not discriminate against any employee or applicant for  
10 employment because of race, religion, color, sex, or national origin. Such actions shall include,  
11 but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;  
12 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of  
13 compensation; and selection for training including apprenticeship.

14 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all  
15 federal regulations relative to nondiscrimination in federally assisted programs.

16 **C. Solicitations for Subcontractors including Procurement of Materials and**  
17 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
18 CONSULTANT for work to be performed under a subcontract including procurement of  
19 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be  
20 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the  
21 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or  
22 national origin.

23 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT  
24 is an independent contractor and shall not be eligible for any benefits, which the City may provide its  
25 employees, except as expressly provided for in the Agreement. All persons, if any, hired by  
26 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed  
27 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and  
28 control over the means of providing services under this Agreement.

1           **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,  
2 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and  
3 permits for the conduct of its business and the performance of the services.

4           **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance  
5 with the laws of the State of California, excluding any choice of law rules which may direct the  
6 application of the laws of another jurisdiction.

7           **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or  
8 condition contained in the Agreement, or any default in their performance of any obligations under the  
9 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
10 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
11 constitute a continuing waiver of same.

12           **19. Enforceability.** In the event that any of the provisions or portions of application of  
13 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent  
14 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of  
15 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity  
16 of any of the provisions or portions of application of any of the provisions of the Agreement shall not  
17 affect the legality or enforceability of the remaining provisions or portions of application of any of the  
18 provisions of the Agreement.

19           **20. Integration.** The Agreement contains the entire agreement and understanding between  
20 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
21 contemporaneous agreements, commitments, representation, writings, and discussions between  
22 CONSULTANT and CITY, whether oral or written.

23           **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,  
24 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any  
25 interest in the Agreement without the CITY's prior written consent, which consent shall be in the  
26 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

27           **22. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,  
28 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a

generally recognized accounting basis and made available to CITY if and when required.

**23. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to the CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To CITY

**Phillip Woods, Principal Planner  
Community Development Department  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519-2578  
Phone: (925) 671-3284  
Fax: (925) 671-3381**

To CONSULTANT

**Mark White, President  
Pacific Waste Consulting Group  
8410 Mediterranean Way  
Sacramento, CA 95826  
Phone: (916)387-9777  
Fax: (916)387-9802**

//

//

//

//

//

//

//

//

//

//

//

//

//

//

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
2 copies as of the date and year first written above.

3  
4           **CONSULTANT**

5           **CITY OF CONCORD, a Municipal Corporation**

6 By:\_\_\_\_\_

By:\_\_\_\_\_

7 Name:       Mark White  
8 Title:       President  
9 Address:     8410 Mediterranean Way  
              Sacramento, CA 95826  
10 Telephone:  (916)387-9777

Name:       Daniel E. Keen  
Title        City Manager  
Address:     1950 Parkside Drive  
              Concord, CA 94519  
Telephone:  (925) 671-3150

11 APPROVED AS TO FORM:

ATTEST:

12  
13 \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

14  
15 Date: \_\_\_\_\_, 200\_\_

16  
17 **FINANCE DIRECTOR'S CERTIFICATION:**

18 Concord, California

19 Date: \_\_\_\_\_, 200\_\_

20  
21 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
22 DURING THE CURRENT FISCAL YEAR 2010/11 TO PAY THE ANTICIPATED  
23 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
24 THE SUM OF \$54,643. Account Code\_\_\_\_.

25  
26 \_\_\_\_\_  
27 Finance Director's Signature  
28



February 15, 2011

Mr. Phillip Woods  
Principal Planner  
City of Concord  
1950 Parkside Drive,  
Concord, CA 94519

Mr. Clark Clovis  
Chief Financial Officer  
Concord Disposal Service  
4080 Mallard Drive  
Concord, CA 94520

Dear Phillip and Clark,

This proposal summarizes the tasks and scope of services that Pacific Waste Consulting Group will be providing during the remainder of FY 2010/2011 and during FY 2011/2012 to support the City's solid waste diversion programs and achieve compliance with the State AB 939 mandates. The tasks are as follows.

**Task 1 — Annual Report 2010**

Prepare and submit the Annual Report (Report) for calendar years 2010 to CalRecycle. The report is due in August 2011.

In preparing of this Report, Pacific Waste will contact the City and Concord Disposal Service (CDS) to gather updates on current, new and expanded programs for inclusion in the Report. Additionally, we will contact the Sustainability Coordinator of the Sleep Train Pavilion for information related to their diversion efforts, as CalRecycle has shown specific interest in their diversion progress. If CalRecycle shows interest in other generators, we will also contact them to obtain information for the annual report.

Pacific Waste will analyze the City's 2010 can count for commercial and residential accounts, and set out information for residential accounts that we obtain from CDS and prepare information to include in the Report. The trends in residential diversion from 2009 when the single stream residential curbside and containerized green waste programs were implemented will be indicated.

**Deliverables:**

- 1) Develop "Needs lists" requesting information about various City programs that will be included in the 2010 Annual Report.
- 2) Draft the 2010 Annual Report for the City and CDS' review.

- 3) Final electronic filing of the 2010 Annual Report to CalRecycle within CalRecycle timeline.
- 4) Delivery of a hard copy of the 2010 Annual Report to the City and CDS.

## **Task 2 — Annual Report 2011**

Prepare and submit the Annual Report (Report) for calendar year 2011 to CalRecycle. The report is due in August 2012.

In preparing of this Report, Pacific Waste will contact the City and Concord Disposal Service (CDS) to gather updates on current, new and expanded programs for inclusion in the Report.

Pacific Waste will analyze the City's 2011 can count for commercial and residential accounts, and set out information for residential accounts that we obtain from CDS and prepare information to include in the Report. The trends in residential diversion from 2009 when the single stream residential curbside and containerized green waste programs were implemented will be indicated.

Deliverables:

- 1) Develop "Needs lists" requesting information about various City programs that will be included in the 2011 Annual Report.
- 2) Draft the 2011 Annual Report for the City and CDS' review.
- 3) Final electronic filing of the 2011 Annual Report to CalRecycle within CalRecycle timeline.
- 4) Delivery of a hard copy of the 2011 Annual Report to the City and CDS.

## **Task 3 — Commercial and Multi-Family Recycling Program**

The City, CDS, CalRecycle and the California Air Resources Board (CARB) have focused on commercial and multifamily recycling as a means to reduce disposal and greenhouse gas emissions. CalRecycle is in the final stages of developing a Mandatory Commercial Recycling regulation requiring mandatory recycling for commercial and multi-family dwelling facilities with 16 or more units that generate four cubic yards or more of commercial solid waste. After CalRecycle acts, the regulation is to be adopted by the CARB.

CDS has an existing program that provides recycling services to commercial customers and to multi-family dwellings. This task supports the City's preparation of an expanded program to meet the jurisdictional requirement of the regulation to provide the education, outreach, and monitoring of businesses subject to these regulations.

This task will involve Pacific Waste supporting the expansion of the commercial recycling program.

Deliverables:

- 1) Review drafts of the commercial recycling program expansion.
- 2) Provide analysis of the draft commercial recycling program comparing it to the model provided by CalRecycle/CARB and recommend changes to the City's draft program, if needed.
- 3) Calculate the potential reductions in disposal and increase in the City's overall diversion rate and the greenhouse gas emissions reductions from the increased commercial recycling. The information developed will be formatted for insertion into the City's Climate Plan.

#### **Task 4 —Construction & Demolition Debris Ordinance Update**

The City is in the process of revising the C&D ordinance that Pacific Waste assisted in developing. These revisions are to clarify the requirements and exemptions for using the City's contract hauler.

This task will involve Pacific Waste supporting the expansion of the C&D recycling program by analyzing the sources of C&D waste that are not captured by the CDS program and are instead sent for landfill disposal. This activity is important since all the debris boxes used by CDS to collect C&D waste are processed through their C&D recycling operation, resulting diversion of over 90 percent of the material that would have been sent to the landfill.

##### **Deliverables:**

1. Review the information on the building permits issued in fiscal year 2009/2010 to identify whether new limits are appropriate based on the value of the projects covered by the ordinance.
2. Review a sample of the reports filed by the permittees since inception of the ordinance to identify the types of jobs for which a change in the ordinance may be appropriate. For example, a large project could achieve 50 percent diversion from easily recycled material, but still have a lot of debris that could be recycled but is landfilled instead. A change in the ordinance may be appropriate for this type of job.
3. Conduct one meeting with the City staff and CDS to review the ordinance revisions and the data supporting the revisions.
4. One meeting with City staff and CDS in preparation for the City Council Committee Meeting.

#### **Task 5 — General Support**

General support items include tasks that are not associated with the major tasks and meetings that have not been incorporated into the other tasks that may come up during the year. All of the programs that we would provide support for under this task are related to the City's diversion efforts. Specific items of general support are:

- Compare disposal reports provided by Contra Costa County (County) for the Potrero Hills Landfill (PHLF) against those reports provided by CDS to determine the accuracy of the PHLF disposal reports. In the past, PHLF has twice failed to report disposal accurately to CalRecycle and caused significant disruption in the Annual Report process and in evaluating the City's progress in meeting the diversion mandate. Since the City's disposal is between 25 and 35 percent self-haul, the CalRecycle data is an important source of disposal information needed to complete the excellent information provided by CDS.
- Check for grants and other financial support the City may qualify for to support its waste related programs.

#### **Task 6 — Waste Survey Address Checking**

The County provides a list of the addresses for people who disposed of waste and claimed they were Concord residents. Historically, some of these addresses have been inadvertently assigned to Concord; mostly, the disposer provided the wrong generating address. Upon notification, the County will adjust disposal reports to account for these incorrect claims, which may reduce the City's disposal.

The City plans to transition the quarterly address verification task, currently done by Pacific Waste, to its staff. Until this transition occurs, Pacific Waste will continue to perform this task.

##### **Deliverables:**

- 1) Response to the County staff identifying corrections needed to the list of people disposing of waste that are not from Concord. This task will be completed for Q3 and Q4 2010 and for the quarters in 2011.

#### **Task 7 — Data Tracking**

Pacific Waste will request quarterly disposal and diversion data from CDS. Data will be analyzed for trends and anomalies.

We will use the information for the annual report to CalRecycle regarding the effectiveness of the residential and commercial recycling programs.

##### **Deliverables:**

- 1) One memo after each quarter's results are available reporting on disposal and diversion and on the year to date and comparing the results this year to prior years. Memos will be prepared for Q4-10/annual, Q1-11, Q2-11, Q3-11, and Q4-11/annual.
- 2) Information on participation in the residential single stream program and the commercial recycling program for the annual report.



Mr. Phillip Woods  
Mr. Clark Clovis  
February 15, 2011  
Page 5

The budget for this year is shown in the following table. We have used hourly rates of \$160 for principals, \$140 for Senior Associates, and \$130 for Associates, and \$95 for Technical support staff. Our hourly rates have increased from last year; however, we had not increased them for several previous years in recognition of the economic pressures.

Task	Description	Hours	Expenses	Cost of Task
1	Final 2010 Annual Report	53	\$300	\$8,665
2	Final 2011 Annual Report	53	\$300	\$8,665
3	Commercial and MFD Recycling Program	58	\$0	\$9,729
4	Construction & Demolition Debris Ordinance Update	63	\$350	\$11,190
5	General Support	28	\$240	\$5,083
6	Waste Survey Address Checking	28	\$0	\$4,531
7	Data Tracking	42	\$0	\$6,780
Total Budget		325	\$1,190	\$54,643

The budget for these tasks is \$54,643.

Please call me if you have any questions.

Sincerely,



Mark White  
President