



**Council Meeting: December 15, 2009**

**SUBJECT: Award of Contract to Conduct a Waste Characterization Study for the Cities of Sunnyvale and Mountain View (F0908-16)**

**BACKGROUND**

Approval is requested for the award of a contract in an amount not to exceed \$121,910, including applicable taxes, to Cascadia Consulting Group Inc., of Seattle, Washington, to conduct a waste characterization study for the cities of Sunnyvale and Mountain View. The purpose of this study is to determine what programs and policies should be implemented to move beyond the current 63% waste diversion rate, consistent with Council adoption of a Zero Waste Policy at its December 9, 2008 meeting.

An agreement was entered into on September 8, 2009 between the City of Sunnyvale and City of Mountain View for Consultant Selection and Cost Sharing for a Joint Waste Characterization Study. As part of this agreement, Mountain View will reimburse Sunnyvale fifty percent of the total cost of the contract for the consultant to perform the joint study.

**DISCUSSION**

Request for Proposals No. F0908-16 was developed by Finance and the Sunnyvale and Mountain View Departments of Public Works. The Request for Proposals (RFP) process was selected because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost during proposal evaluation. In this instance, staff determined that proposals would be evaluated based upon the following criteria:

- Adherence to the Requirements of the RFP
- Methodology for Performance of Services
- Management Plan and Timeline for Completion of the Project
- Qualifications and Prior Experience
- References
- Total Cost

On September 22, 2009 Request for Proposals (RFP) No. F0908-16 was issued and directly distributed to six firms known to have participated in similar projects. In addition, the RFP was advertised on the City's website and notification of the project was distributed to other potential consultants through the Onvia DemandStar public procurement network. Nineteen firms requested proposal documents.

On October 28, 2009 two responsive proposals were received, as follows:

- Cascadia Consulting Group, Berkeley, California
- R.W. Beck, San Rafael, California

The evaluation committee was led by the Sunnyvale Department of Public Works.

Proposed costs for the project ranged from \$150,120 to \$299,270 depending upon each proposer's understanding of the City's needs and its approach to meeting those needs.

Following a comprehensive review of the written proposals, Cascadia was selected to attend an onsite interview with both cities to discuss its proposal. During contract negotiation, staff eliminated three non-essential tasks to reduce the overall cost to \$121,910. The committee unanimously agreed that the proposal submitted by Cascadia offers the best value to the City for the following reasons:

- It offers the most cost-effective approach to waste characterization
- The proposal is comprehensive, well defined, and easy to read and understand
- The data produced and the timeline for completion meet the needs of both cities

During the evaluation period, staff determined which waste characterization methodology would best fit the City's needs, which resulted in the requested contract award amount.

Based upon the information presented above, staff recommends award of a contract to the firm of Cascadia to conduct a waste characterization study.

**FISCAL IMPACT**

Total project cost is \$121,910. This amount is within the expenditure budget for Project 828250, Zero Waste Study and Strategic Plan. The City of Mountain View will reimburse 50% of the project cost, consistent with the September 9, 2009 agreement between the two cities.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

**RECOMMENDATION**

It is recommended that Council award a contract, in substantially the same form as the attached draft and in an amount not to exceed \$121,910, including applicable taxes, to Cascadia Consulting Group to conduct a waste characterization study for the cities of Sunnyvale and Mountain View.

Reviewed by:

Mary J. Bradley, Director of Finance

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

Marvin Rose

Director, Public Works

Approved by:

Gary M. Luebbers

City Manager

**Attachments**

- A. Draft Service Agreement

ATTACHMENT "A"

DRAFT

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND  
CASCADIA CONSULTING GROUP INC.  
TO CONDUCT A WASTE CHARACTERIZATION STUDY FOR THE CITIES OF SUNNYVALE  
AND MOUNTAIN VIEW

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CASCADIA CONSULTING GROUP, INC., a Washington corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to a waste characterization study; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Request for Proposal No. F0908-16 and all requirements, specifications and terms and conditions contained therein and CONSULTANT'S proposal response, and negotiated documents which are incorporated herein by this reference.

Any and all obligations of the CITY and the CONSULTANT are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Time for Performance

The term of this Agreement shall be from January 1, 2010 to September 30, 2010, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT a total not to exceed amount of One Hundred Twenty-one Thousand Nine Hundred Ten and no/100 dollars (\$121,910.00), as defined in Exhibit "A". Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

12. CITY Representative

Karen Gissibl, Recycling Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Charles Scott shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Karen Gissibl, Recycling Manager  
Department of Public Works/Recycling  
CITY OF SUNNYVALE  
P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Charles R. Scott, Principal  
Cascadia Consulting Group  
1109 First Avenue, Suite 400  
Seattle Washington

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel

enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

CASCADIA CONSULTING GROUP, INC.  
("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title



November 25, 2009

To: Dreama Howard, CPPB  
Senior Buyer  
City of Sunnyvale Purchasing Division

From: Kurt Hulse

Re: Waste characterization study – alternative cost estimate

Following our discussion with representatives of the Cities of Sunnyvale and Mountain View, Cascadia has prepared a revised approach and cost estimate. The elements and costs of the original approach and the revised approach are presented below.

<u>Tasks and Components</u>	<u>Original Approach</u>	<u>Revised based on discussion with client</u>
Sampling Plan	\$27,230	\$27,230
Characterize disposed waste:		
Hand-sort samples (30 single-family, 25 multifamily, 40 commercial/industrial, 30 SMaRT Station residuals)	\$47,280	\$47,280
Visually characterize C&D (80 loads)	\$8,040	\$8,040
Visually characterize self-haul (80 loads)	\$8,040	eliminated
Model targeted commercial groups (medical, schools, government)	\$8,040	eliminated
Work with Cities to determine suitability of quantity data	\$3,420	\$3,420
Research and document recycling quantities and composition	\$12,130	eliminated
Waste composition analysis	\$7,520	\$7,520
Assess recycling & diversion opportunities	\$11,140	\$11,140
Produce reports	\$14,580	\$14,580
<u>Project management</u>	<u>\$2,700</u>	<u>\$2,700</u>
<b>Totals</b>	<b>\$150,120</b>	<b>\$121,910</b>

## EXHIBIT B

### CITY OF SUNNYVALE INSURANCE REQUIREMENTS

SUPPLIER shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

SUPPLIER shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

SUPPLIER shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect SUPPLIER, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by SUPPLIER, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from SUPPLIER's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "CITY, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

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