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DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

OFFICE OF THE DIRECTOR

July 26, 1988

916-449-5283

Budget and Finance Committee  
Sacramento, California

Honorable Members in Session:

RE: **SOLID WASTE COMMERCIAL WASTE STUDY CONSULTANT SELECTION**

**SUMMARY**

The Department of Public Works has conducted a consultant selection process to identify the best consultant to study our commercial waste collection system. This report recommends that the City Manager be authorized to negotiate and execute a contract for professional services with Brown and Caldwell Consulting Engineers.

**BACKGROUND**

On March 15, 1988, the joint Transportation and Community Development/Budget and Finance Committee approved a consultant's study of the City's commercial waste collection system. On May 3, 1988, the City Council approved a "Scope of Services" for the consultant's study of the commercial waste collection systems.

The Department of Public Works has implemented a consultant selection process to identify the firm that could best conduct the commercial waste collection system study. A Consultant Selection Committee was organized to recommend the firm(s) to conduct the study. The Committee included the following:

Betty Gwiazdon	Apartment Manager's Association
David Martinez	Deputy City Manager
Ken Nishimoto	Budget Manager
Karolyn Simon	City/County Solid Waste Advisory Committee
Rocky Yee	Property Management -- Burger King Property
Reginald Young	Deputy Director of Public Works

A proposal was received from a single proposer. The Selection Committee members reviewed this proposal in detail and conducted a formal interview with Brown and Caldwell personnel on June 23, 1988.

Budget and Finance Committee  
July 26, 1988  
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Based on the work of the Selection Committee, Public Works recommends that the City enter into negotiations with Brown and Caldwell to do the work.

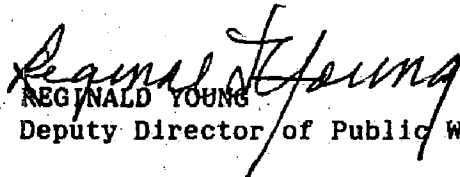
**FINANCIAL**

The negotiations with Brown and Caldwell requires \$45,000 be transferred from Solid Waste Contingency Reserve (415-710-7012-4999) to the Solid Waste Administration, operating budget (415-310-3141-4258), Other Professional Services (line 4258).


**RECOMMENDATION**

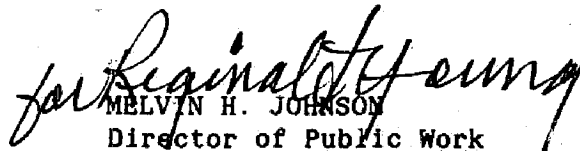
It is recommended that the City Council approve the attached Resolution which (1) authorizes the transfer of funds from Solid Waste Contingency Reserve to the Solid Waste 1988-89 Budget; and (2) authorizes the City Manager to negotiate and execute an agreement with Brown and Caldwell.

Respectfully Submitted,

  
REGINALD YOUNG  
Deputy Director of Public Works

RECOMMENDATION APPROVED:

  
JACK CRIST  
Deputy City Manager

  
MELVIN H. JOHNSON  
Director of Public Work

July 26, 1988  
All Districts

## **RESOLUTION No.**

**Adopted by The Sacramento City Council on date of**

**A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM THE SOLID WASTE CONTINGENCY FUND TO THE SOLID WASTE 1988-89 OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BROWN AND CALDWELL TO CONDUCT AN AUDIT OF THE CITY'S COMMERCIAL WASTE COLLECTION SYSTEM**

WHEREAS, the City Council has previously endorsed the performance of a study of the City's commercial solid waste collection system and the Department of Public Works has completed a formal consultant selection process:

NOW THEREFORE BE IT RESOLVED THAT the City Council (1) authorizes the transfer of \$45,000 from Solid Waste Contingency Reserve (415-710-7012-4999) to Solid Waste Administration (415-310-3141-4258), "Other Professional Services"; and (2) authorizes the City Manager to negotiate and execute an agreement with Brown and Caldwell in an amount not to exceed \$45,000.

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MAYOR

ATTEST:

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CITY CLERK

Department: Public Works

PN/JN NO.: \_\_\_\_\_

Division: \_\_\_\_\_

Proj. Name: \_\_\_\_\_

Location: \_\_\_\_\_

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of

\_\_\_\_\_ 19\_\_\_\_ by and between the CITY OF SACRAMENTO, a municipal

corporation ("City") and  
Brown and Caldwell, Consulting Engineer

(Consultant)

P.O. Box 8045

Walnut Creek

CA

94596

(Address)

(City)

(State)

(Zip)

("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A" unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.
2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.
3. Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.

5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

CITY OF SACRAMENTO  
A Municipal Corporation

Consultant:

CITY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Title)

(Title)

\_\_\_\_\_  
(Address)

APPROVED AS TO FORM:

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

Attachments:

Exhibit A      Exhibit C  
Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY BROWN AND CALDWELL

1. Representatives:

The City Representative for this Agreement is:

<u>Reginald Young</u>	<u>Deputy Director of Public Works</u>	<u>(916) 449-5312</u>
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

<u>Hilary M. Theisen</u>	<u>Vice President</u>	<u>(415) 937-9010</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

Public Works Administration

City Hall, 915 I Street, Room 207

Sacramento California 95814

Attn: Reginald Young

2. Services to be provided are specified below:

Task 1. Commercial System Data Collection (RFP Item 2)

The records and information on file with the City will be reviewed by Consultant and copies made of pertinent information regarding routes, equipment, operational crews, operational procedures, work methods, supervisory procedures, training methods, services offered, documentation, costs, budgets, and rate structures. City will compile and collate existing information.

## Task 2. Commercial Route Evaluation (RFP Item 1)

Utilizing the data from Task 1, Consultant will develop inventory sheets, preliminary plans, and schedules for conducting time-and-motion studies for the 15 commercial routes. Consultant will review the preliminary plan with City staff, make appropriate revisions and conduct the time-and-motion studies.

Consultant will conduct a time-and-motion study for each route on three separate days. Each time-and-motion study will begin at the start of the route and will include a time/activity inventory throughout the route. At least one inventory for each route will include the end of route activities. Other inventories will average 4 hours.

## Task 3. Survey Customer Community (RFP Item 3, 11, 12 and 13)

Consultant will prepare a questionnaire for use in conducting a survey of the customer community. The proposed questionnaire will be reviewed with City staff, appropriate revisions will be made, questionnaires will be reproduced for completion by the survey team members. Information to be obtained during the survey will include, but will not be limited to, level of service desires/needs, quality of service, and economic considerations.

In conjunction with City staff, Consultant will identify contacts within the customer community. The major associations within the customer community will be contacted. In those areas where no apparent association exists, members of the customer community will be contacted.

Service and rate information available from the apartment association (City vs. County) will be reviewed, and analyzed, and comparisons of rates for different levels of service will be prepared by Consultant.

## Task 4. Evaluation Existing System Productivity (RFP Items 4 and 6)

Consultant will evaluate the existing system information and the results of Task 2 and will estimate the level of productivity. Factors which affect productivity, including work scheduling, supervisory approaches, personnel training, route design, equipment, level of service, and costs will be included. Productivity will be expressed in some comparable term (i.e., tons per person per day) agreeable to the City.

## Task 5. Survey Other Commercial Collection Practices

Consultant will survey commercial collection practices to determine services offered, level of service, cost of services and productivity.

5.1 (RFP Item 7). Consultant will work with City staff and select three communities in Northern California (i.e., City and County of San Francisco, City of Davis and West Sacramento) which will be surveyed to obtain information and data for comparing their level of service, rates for up to five categories of service, including multi-family residential units and productivity. The data will be compared with the Task 4 results.

5.2 (RFP Items 9 and 10). Consultant will work with City staff and identify the six major (determined by County Permits) local private commercial collection companies operating within the City and Sacramento County. Utilizing the draft Solid Waste Management Plan and charge rates available from the companies, Consultant will develop data tables for comparing the level of service and rates for up to five categories of service. The data will be compared with Task 4 results.

Task 6. Survey Interested Community Groups (RFP Item 15)

Working with City staff, Consultant will identify community groups that are likely to have an interest in the study. Consultant will contact the groups and arrange one evening workshop. Consultant will prepare descriptive material, conduct the workshops, and document concerns and recommendations.

Task 7. Identify Resource Recovery Opportunities (RFP Item 8)

Based on published information and Consultants' knowledge of practices carried out in other locations, Consultant will identify opportunities for recovering resources from the commercial solid waste. Consultant will identify order of magnitude costs associated with different forms of resource recovery.

Task 8. Report Results

Consultant will hold periodic review meetings with City staff to review progress and Task results. Initially, meetings will be held bi-weekly. Reports that will be prepared include the following:

8.1 An interim report which documents the findings of Tasks 1 through 3. Consultant will review the report with City staff to determine adequacy of the information in meeting the requirements of the City.

8.2 Task reports for Tasks 4, 5, 6 and 7.

8.3 Study report including the interim report and all task reports.

8.4 Two oral reports of study findings and recommendations, one to Council Committee and one to City Council.

Task 9. Project Management

Management activities include coordination of work being accomplished and managing budget and schedule constraints; preparing project specific accounting papers, include opening and closing the job, and preparing invoices; establishing a project management plan and filing system.



**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

WITH \_\_\_\_\_

**FEE SCHEDULE / MANNER OF PAYMENT**

Request for payment shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Ref: PN/JN: \_\_\_\_\_

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH \_\_\_\_\_

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City (will) (will not) furnish facilities or equipment for this Agreement.

If facilities and equipment are to be furnished, specify below:

## EXHIBIT D

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
7. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

8. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

- (1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.

- (2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

- (3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

9. Indemnity and Hold Harmless The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Consultant whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

10. Equal Employment Opportunity During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".

- B. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession or control of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;
  - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request

City to enter such litigation to protect the interests of City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	—	<u>X</u>
Business Auto Liability	<u>X</u>	—
Workers' Compensation & Employers' Liability	<u>X</u>	—
Professional Liability (Errors and Omissions)	—	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$ \_\_\_\_\_ combined single limit per occurrence.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**(1) General Liability and Automobile Liability Coverages**

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

**(3) All Coverages**

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII. This requirement may, however, be waived in individual cases; provided, however, that in no event will a carrier with a rating below A:X be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.