

CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2004 MAY -6 PM 7:00

TO: Office of the City Manager
ATTN: Deborah Edgerly
FROM: Public Works Agency
DATE: May 18, 2004

RE: **SUPPLEMENTAL REPORT TO THE RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIFORNIA WASTE SOLUTIONS TO PROVIDE WEEKLY SINGLE STREAM RESIDENTIAL RECYCLING COLLECTION AND PROCESSING SERVICES IN THE NORTHERN HALF OF THE CITY FROM JANUARY 1, 2005 THROUGH DECEMBER 31, 2012 IN AN INITIAL AMOUNT OF APPROXIMATELY \$2,575,000 PER YEAR**

SUMMARY

A supplemental report has been prepared to the May 4, 2004 agenda report requesting approval of a resolution that authorizes the City Manager to enter into an agreement with California Waste Solutions (CWS) to provide weekly single stream residential recycling collection and processing services in the area generally north and west of East 18th Street, Park Boulevard, Lincoln Avenue and Joaquin Miller Road. The proposed agreement with CWS that was submitted with the May 4, 2004 agenda report did not include the 23 agreement attachments. Eight of the attachments are included with this supplemental report. The remaining 15 attachments will be submitted by CWS at the time the agreement is executed or by the date specified in the agreement.

Staff recommends acceptance of this supplemental report.

FISCAL IMPACT

There is no additional fiscal impact on the City with this supplemental report.

BACKGROUND

The May 4, 2004 agenda report requesting approval for the City Manager to enter into an agreement with CWS to provide weekly single stream recycling collection and processing services included a copy of the proposed agreement. The 23 attachments were not included with the proposed agreement. The following attachments are included as part of this report:

- Attachment A – List of City Facilities (City-owned facilities where CWS is to provide service);
- Attachment B – Non-Targeted Recyclable Materials (List of materials CWS may process and recycle that are not part of the City's program);
- Attachment E – Service Area Map (Area in which CWS will provide service);
- Attachment F – Small Business Subscription Rates (Monthly recycling rates);

Item: 15
City Council
May 18, 2004

- Attachment G - Processing Facility's Relationship to Neighborhood (List of facility improvements CWS will make to reduce its operational impact on the neighborhood);
- Attachment I – Liquidated Damages (List of financial penalties for failure to comply with certain contractual obligations);
- Attachment U - List of all Current Permits held by Contractor for Operation of Facilities (List of permits and issuing agency); and
- Attachment W – Contractor Personnel (List of CWS positions performing work on the proposed agreement).

The other attachments will be submitted by CWS at the time the agreement is executed or by the date specified in the agreement (see List of Attachments).

KEY ISSUES AND IMPACTS

Attachments A, B, E, F, I, U and W provide lists of City facilities serviced by CWS; materials that may be recycled that are not part of the City's program; a map of the CWS service area; a list of the small business recycling rates; a list of financial penalties for failing to comply with certain contract provisions; a list of permits held by CWS for operation of its facilities; and a list of CWS' personnel that will work on the agreement, respectively.

Attachment G

This attachment was developed to address complaints made by several of the neighbors living in the vicinity of CWS' processing facility at 1820 10th Street. CWS has agreed to hire a professional engineer experienced in the assessment and installation of dust suppression systems to inspect the location and to make recommendations for facility improvements to reduce dust and odor problems. CWS has committed to expend up to \$25,000 for this work to be completed by May 31, 2005.

CWS and the City will share the cost of constructing a reinforced concrete pad at the 11th Street entrance to the processing facility and to resurface a portion of 11th Street. This should also help to reduce dust in the area.

CWS will also hire a pest control management firm to evaluate the facility and implement a vector control management program by January 1, 2005. This should help to reduce the rodent population in the area.

The agreement also requires trucks coming to or leaving the processing facility to stay on designated truck routes. This will help reduce truck traffic on the residential streets adjacent to the processing facility.


RECOMMENDATION

Staff recommends that the eight agreement attachments discussed in this report be included as part of the proposed agreement with CWS to provide residential recycling collection and processing services. The remaining agreement attachments will be submitted by CWS at the time the agreement is executed or by the date specified in the agreement.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council accept this supplemental report.

Respectfully submitted,



RAUL GODINEZ II, P.E.

Director, Public Works Agency

Reviewed by:

Brooke A. Levin, Interim

Assistant Director, Public Works Agency

Prepared by:

Harry Schrauth, Interim

Recycling & Solid Waste Programs Supervisor

APPROVED AND FORWARDED
TO THE CITY COUNCIL:


OFFICE OF THE CITY MANAGER

LIST OF ATTACHMENTS

- A. List of City Facilities
- B. Non-Targeted Recyclable Materials
- C. Performance Bond (Due December 16, 2004)
- D. Implementation Plan (Due August 1, 2004)
- E. Service Area Map
- F. Small Business Subscription Rates
- G. Processing Facility's Relationship to Neighborhood
- H. Report Formats (Due August 1, 2004 by City)
- I. Liquidated Damages
- J. Declaration of Compliance with the Americans with Disabilities Act (Due upon execution of Agreement)
- K. Local and Small Local Business Enterprise Program (Due upon execution of Agreement)
- L. Professional Services Questionnaire (Due upon execution of Agreement)
- M. Project Consultant Team (Due upon execution of Agreement)
- N. Employment Questionnaire (Due upon execution of Agreement)
- O. Local Employment Program (Due upon execution of Agreement)
- P. Independent Contractor Questionnaire (Due upon execution of Agreement)
- Q. Living Wage Ordinance Declaration of Compliance (Due upon execution of Agreement)
- R. Acknowledgment of Campaign Contribution Limits Form (Due upon execution of Agreement)
- S. Equal Benefits Declaration of Nondiscrimination (Due upon execution of Agreement)

T. Nuclear Free Zone Disclosure Form (Due upon execution of Agreement)

U. List of all Current Permits held by Contractor for Operation of Facilities

V. Small Business Service Area (Due upon execution of Agreement)

W. Contractor Personnel

ATTACHMENT A
List of City Facilities

Department	Facility	Address
City Admin.	Dalziel Bldg.	250 Frank H. Ogawa Plaza
City Admin.	Lionel J. Wilson Bldg.	150 Frank H. Ogawa Plaza
City Admin.	City Hall	1 Frank H. Ogawa Plaza
	Veterans Memorial Building	200 Grand Ave.
	Oakland Museum	1000 Oak St.
Head Start	Franklin	1010 E. 15th St.
Head Start	Frank G. Mar	274 12th St.
Head Start	Maritime	2550 W. 10th St.
Head Start	Willow	1682 7th St.
Head Start	Fannie Wall	647 55th St.
Library	Main Library	125 14th St.
Library	Asian Community	388 9th St.
Library	Dimond/Rohan	3565 Fruitvale Ave.
Library	Lakeview	550 El Embarcadero
Library	Rockridge	5366 College Ave.
Library	Temescal	5205 Telegraph Ave.
Library	West Oakland	1801 Adeline St.
Library	Golden Gate	5606 San Pablo Ave.
Library	Montclair	1687 Mountain Blvd.
Library	Piedmont	160 41st St.
Police	Police Admin Bldg.	455 7th Stt.
Fire	Administration Building	250 Fallon St.
Fire	Firehouse #1	1605 MLK Jr Way
Fire	Firehouse #10	172 Santa Clara Ave.
Fire	Firehouse #12	822 Alice St.
Fire	Firehouse #15	455 27th St.
Fire	Firehouse #19	5776 Miles Ave.
Fire	Firehouse #3	1445 14th St.
Fire	Firehouse #5	934 34th St.
Fire	Firehouse #6	7080 Colton Blvd.
Fire	Firehouse #8	463 51st St.
Park/Rec	Lakeside Park Sailboat House	Bellevue Ave.
Park/Rec	Dimond Recreation Center	3860 Hanly Road.
Park/Rec	Davie Memorial Stadium	198 Oak Rd., Piedmont
Park/Rec	Lions Swimming Pool	1860 Hanly Rd.
Park/Rec	Francis Marlow Smith Recreation Center	1969 Park Blvd.
Park/Rec	Lakeside Park Garden Center	666 Bellevue Ave.
Park/Rec	Rotary Nature Center	Bellevue Ave
Park/Rec	North Oakland Recreation Center	365 45th St.
Park/Rec	HJK Convention Center	10 10th St.
Park/Rec	Montclair Recreation Center	6300 Moraga Ave.
Park/Rec	Mosswood Recreation Center	3612 Webster St.
Park/Rec	Temescal Swimming Pool	371 45th St.
Park/Rec	Poplar Recreation Center	3130 Peralta St.
Park/Rec	DeFremery Rec. Ctr/Swimming Pool	1651 Adeline St.
Park/Rec	Bushrod Recreation Center	560 59th St.
Park/Rec	Lincoln Recreation Center	250 10th St.

ATTACHMENT B
Non-targeted Recyclable Materials

1. Molded Plastics
2. Ferrous and non-ferrous scrap metal other than Targeted Recyclable Materials, including, but not limited to: compressed gas containers and tanks (e.g., propane, helium)
3. automobile batteries
4. vehicle tires
5. CRTs, including computer monitors

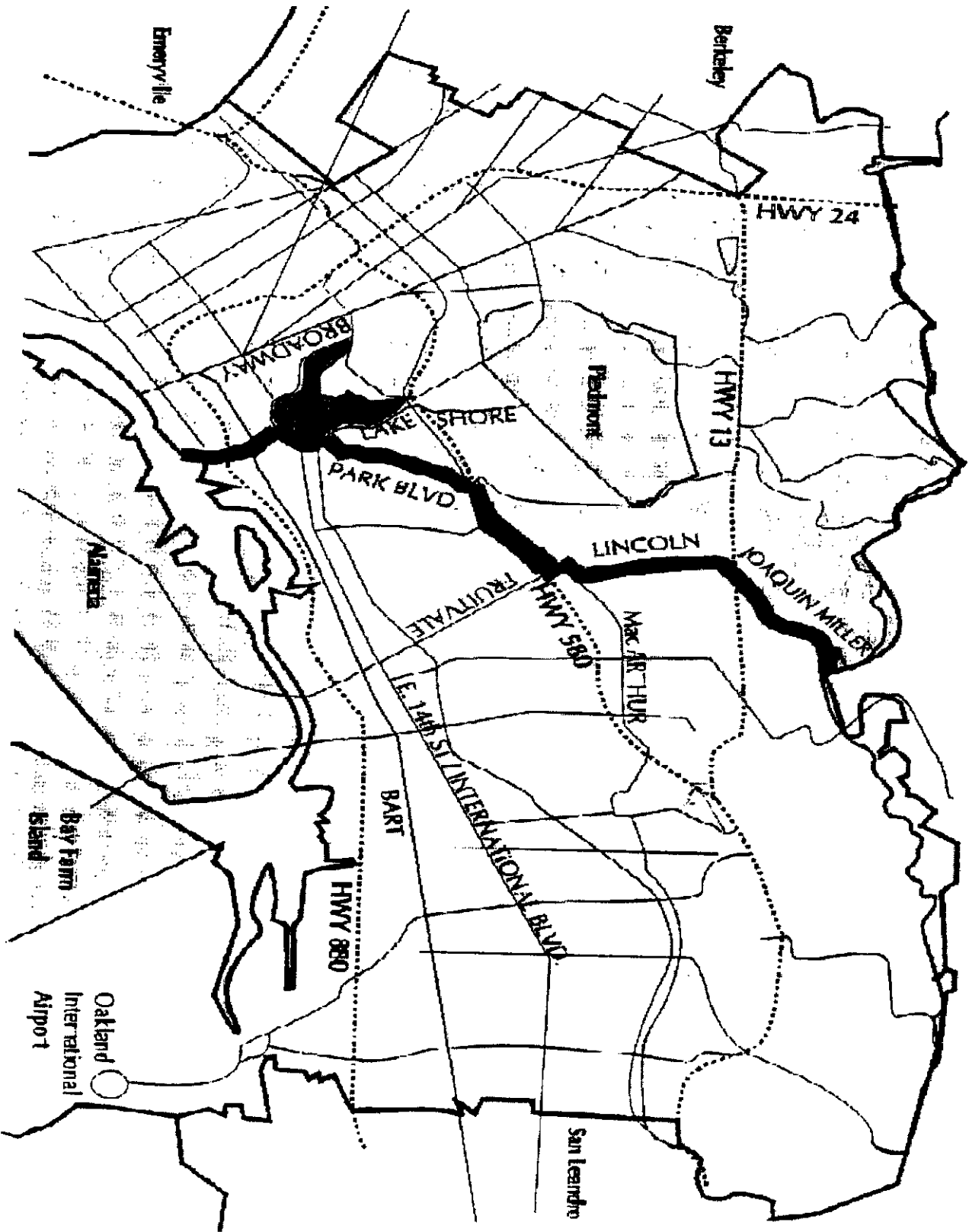
City and Contractor may mutually agree to include additional materials or remove materials from this list of Non-targeted Recyclable Materials.

Contractor represents that Contractor can and does recover the Non-Targeted Recyclable Materials listed above through processing and returns these Non-Targeted Recyclable Materials to the economic mainstream. In the event Contractor fails to ensure that the maximum amount of a specific Non-Targeted Recyclable Material collected is returned to the economic mainstream in the form of commodities, City may request that this specific Non-Targeted Recyclable Material be removed from the above list. Contractor shall not unreasonably deny City's request.

ATTACHMENT E
Service Area Map

California Waste Solutions

Waste Management of Alameda County



ATTACHMENT F
Small Business Subscription Rates

The following rates shall be the maximum rates that Contractor may charge Small Business Customers upon the Effective Date of this Agreement. These rates may be adjusted annually in the manner described in Section 12.3. The City may, at its option, subsidize the Small Business rates.

<u>Service Type</u>	<u>Subscription Rate</u>
40-gallon bag	\$5.00 per bag
18-gallon bin	\$8.00 per month
64-gallon cart	\$7.50 per month
96-gallon cart	\$10.00 per month

City agrees to subsidize Contractor for the cost of providing Small Business Recycling service pursuant to the following:

- A. \$1.50 per month per Small Business Customer using cart service when the number of monthly Small Business cart Customers exceeds 300 but is less than 500.
- B. If the number of Small Business Customers using cart service exceeds 500, the City and Contractor will meet and mutually agree upon a revised subsidy.

ATTACHMENT G
Processing Facility's Relationship to Neighborhood

To address concerns expressed by neighbors of Contractor's facility located at 1820 10th Street, Oakland, and used by Contractor to process recyclable materials, Contractor has agreed to take the following actions in addition to those required by its Conditional Use Permit CM92-222 (approved by Oakland City Council Resolution No. 69579 C.M.S.) and in addition to any and all other permits and/or licenses required for the operation of the facility.

1. Prior to January 1, 2005 Contractor shall hire a pest control management firm to evaluate the facility and implement a vector control management program. Such program shall commence by January 1, 2005 and shall be followed by Contractor during the Service Term and any Extended Term of this Agreement. Contractor shall provide the City with a copy of the pest control report and the recommended pest control management plan.
2. All collection vehicles and long haul transport vehicles owned, leased, rented or used by Contractor shall travel on designated truck routes when coming to or leaving the facility. The only exception shall be for a collection vehicle(s) servicing residential or commercial business accounts in the area adjacent to the facility. Contractor shall notify all companies transporting recyclable materials to and from its facility of the requirement to use a designated truck route.
3. Contractor shall maintain at its facility a copy of Contractor's Hazardous Materials Business Plan. Contractor shall also maintain a copy of its Storm Water Pollution Prevention Plan. Contractor shall provide the City a copy of said plans and any/all updates if so requested. Contractor's employees shall be trained in the best management practices of said plans. Contractor shall comply with all plan requirements and best management practices.
4. Contractor shall hire a professional engineer experienced in the assessment and installation of dust and odor suppression systems to inspect the facility and to make recommendations for improvements to minimize these two problems. Contractor shall provide the City with a copy of the site assessment and recommended improvements. Contractor shall expend up to \$25,000 for site improvements to control dust and odors, in addition to any fees paid to its consultant(s). Contractor and the City shall prioritize the work if the cost of the improvements exceeds \$25,000. Said assessment shall commence upon execution of the Agreement and the recommended improvements shall be installed by May 31, 2005.
5. Contractor and the City shall equally share the cost of constructing a twelve-inch (12") reinforced concrete pad at the 11th Street entrance to Contractor's facility and the overlay of a portion of 11th Street with two-inch (2") asphalt concrete. The City shall prepare all necessary plans and specifications for the work. The preliminary estimate for the cost of this work is \$35,000.

ATTACHMENT I
Liquidated Damages

<i>Incident</i>	<i>Liquidated Damage</i>
1. Commencement of residential collection prior to 6:00 a.m. (without authorization by Director)	\$25.00 per incident
2. Failure to collect missed Recyclables within twenty four (24) hours, or by 6 p.m. on next business day (including Saturday), after a missed pick-up order is given to Contractor	\$25.00 per incident
3. Two (2) consecutive failures to collect Recyclables at a dwelling with qualifying special handling services per Section 4.3.3	\$100.00 per incident
4. Collection from Single Family Dwellings on any day other than the previously specified collection day (Except for missed pick-up collections and/or except when authorized by Director)	\$10.00 each dwelling.
5. Failure to correct performance deficiency, after being notified by City, of factors such as non-replacement of recycling containers to designated locations, spilling, not closing gates, crossing or damaging planted areas, or similar violations. The quality of performance standard required to be met by Contractor will be delineated by City upon providing notice of said service deficiency.	\$25.00 per incident
6. Failure to keep collection vehicles clean	\$25.00 per incident
7. Driver or driver's helper not in uniform	\$25.00 per incident
8. Failure to provide by 5:00 p.m. on due date required reports. Any report shall be considered late until such time as the complete report is received by City.	\$25.00 per report per business day.
9. Disposing of Recyclable Material without authorization from the Director	\$1,000.00 per incident.
10. Failure to return Customer phone calls within twenty four (24) hours, or next business day, after a Customer leaves a message or City leaves a message (including via fax; computerized work order system)	\$25.00 per incident

11.	Failure to deliver recycling container within ten (10) business days of request	\$25.00 per incident.
12.	Failure to implement or maintain the vector control management program specified in Attachment K	\$25.00 per day.
13.	Failure to collect Recyclables at an eligible Single Family Dwelling unit on a scheduled collection day, when number of reported &/or documented failures is: 3-6% of units scheduled for that day greater than 6% of units scheduled for that day	\$15.00 per missed pick-up \$25.00 per missed pick-up
14.	Failure to maintain proof of continual compliance with Agreement's insurance and performance bond requirements	\$100.00 per coverage requirement per calendar day
15.	Failure for collection and transport vehicles to use designated truck routes when leaving and returning to Contractor's facilities.	\$25.00 per incident and \$100.00 per incident if within ten (10) business days the same vehicle is again in violation
16.	Failure to maintain current DMV registration for any vehicle used for in performance of this Agreement	\$100.00 per vehicle per calendar day
17.	Multi-family collection service audit shows that greater than 5% of multi-family accounts sampled are not being provided with Multi-Family Collection Service	One-time assessment of 1 percent of total monthly payment to Contractor for Multi Family Dwellings* for EACH percentage point above 5% * based on most recent monthly invoice received by City prior to date of assessment
18.	Failure to leave empty oil jugs after collection of full containers within twenty four (24) hours, or by 6 p.m. on next business day (including Saturday), after a missed jug replacement order is given to Contractor	\$25.00 per incident

ATTACHMENT U
List of all Current Permits held by Contractor for Operation of Facilities

Agency	Permit/License	Facility	Expiration	Number
City of Oakland	Business Tax Certificate	Tenth St.	12/31/04	182931
City of Oakland	Business Tax Certificate	Wood St. Street St.	12/31/04	1746669
California Board of Equalization	Use Fuel Tax	n/a	n/a	1978955
California Department of Conservation	DOC Certified Processor	Tenth St. Wood St.	6/30/05	PR0328
City of Oakland Fire Services Agency	Hazardous Materials Business Plan	Tenth St. Wood St.	Updated 3/18/03	n/a
City of Oakland Fire Services Agency	Fire Bureau Permit to Operate and Store	Tenth St. Wood St.	Filed unknown date	n/a
CAL EPA - California Department of Toxic Substance Control	EPA I.D. Number	Tenth St.	n/a	CAL000107864
CAL EPA - California Department of Toxic Substance Control	EPA I.D. Number	Wood St.	n/a	CAL000205445
California Regional Water Quality Control Board	Stormwater Pollution Prevention Plan and Permit	Tenth St.	n/a	WDID 2 01 L 017552
California Regional Water Quality Control Board	Stormwater Pollution Prevention Plan and Permit	Wood St.	n/a	WDID 2 01 L 017555
Bay Area Air Quality Management District	Permit to Construct and Operate Application	Tenth St.	Permit pending	8457
Bay Area Air Quality Management District	Permit to Construct and Operate Application	Wood St.	Permit pending	8458
City of Oakland CEDA	Conditional Use Permit	Tenth St.	n/a	92222
CAL OSHA	Air Compressor Permit	Tenth St.	Unknown	Unknown

ATTACHMENT W Contractor Personnel

Collection Route Personnel
Collection Route Driver
Lead Collector
Processing Personnel
Processing Facility Manager
Processing Facility Supervisor/Foreman
Sorters
Equipment Operators (Forklift, loader)
Other
Repair/Maintenance Personnel
Shop foreman
Mechanics
Other Personnel
Chief Executive Officer
Chief Financial Officer
Chief Operations Officer
Customer Service -- collections
Multi-family Sales
Outreach
Collection Manager
Accounting
Human Resources
Accounts Receivable
Accounts Payable

Collection Route Driver Qualifications. All recycling collection route drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use California Department of Motor Vehicles employer pull notice program to monitor its drivers for safety.

Collection Operations Supervision. Contractor shall maintain sufficient collection operations supervision to:

- a. Inspect recycling set outs on a regular basis;
- b. Interact with the public and provide feedback to Contractor management about service improvement opportunities;
- c. Ensure carts are returned to their upright positions, materials are not left on the street, and that employee conduct meets or exceeds company expectations; and
- d. Generally ensure high quality of service by collection personnel.

Customer Service Representative Training. Customer service representatives shall be trained on Contractor's specific Program services at a minimum of twice per year, and as necessary for new or newly assigned employees. Contractor shall maintain an adequate number of trained personnel at all times to ensure that Customer inquiries are addressed and resolved promptly and accurately. Contractor shall maintain and update training and reference materials that cover all service and Customer-related aspects of the Agreement, as well as general information about City's recycling programs. Customer service representatives shall have and use these materials and any other resources necessary to promptly and accurately address Customer inquiries.

15

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