

City of Hermosa Beach

Proposal to Provide AB 939 Compliance Reporting and Diversion Program Planning & Implementation Services FY 2000-2001 FY 2001-2002, FY 2002-2003

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City of Hermosa Beach

Proposal to Provide AB 939 Compliance Reporting and Diversion Program Planning & Implementation Services

1. PROPOSAL DESCRIPTION

E. Tseng and Associates (ETA) proposes to provide AB 939 reporting compliance and diversion program planning and implementation services to the City of Hermosa Beach.

ETA will work with the Community Development Department and the City of Hermosa Beach's franchised hauler to develop, design and implement cost effective waste diversion programs to assist the City in meeting the 50% waste reduction goals.

The contractor will not start work until written authorization is received for each individual proposed task. The following are the most critical tasks that are need to be completed this year (1996):

**Task 1. Complete the Model Annual Reports for 2000, 2001, 2002 and AB
2494 Uniform Adjustment Method Calculations**

The contractor will assist the City in completing the CIWMB Annual Report forms. This includes the calculation of the City's progress towards the waste reduction goal using the disposal based quantification method adopted as part of the CIWMB Uniform Adjustment Method regulations. The contractor will work with the franchised hauler and with the LA County Department of Public Works to obtain the required data collected under the CIWMB Uniform Disposal Reporting System. The contractor will also interface with the CIWMB to obtain approval of the final calculated diversion rate for 2000, 2001 and 2002.

Task 2. Uniform Waste Characterization (if required by CIWMB)

If the City does not reach the waste diversion goal, or if conditions require a new waste characterization due to needed changes in the Source Reduction and Recycling Element, a new waste characterization may be required by the CIWMB. A quantitative field study (visual or physical sampling program) may be required to validate the basis of proposed diversion plans.

If a waste characterization is required by the CIWMB or needed for plan implementation, the contractor will work with the franchised hauler and the CIWMB to design the characterization so that it is consistent with the CIWMB Uniform Waste Characterization Method. The

contractor will also utilize the new planning tools currently being developed for the CIWMB through the University of California at Los Angeles Extension.

Task 3. Uniform Diversion Reporting

The contractor will also prepare the necessary documents to comply with the Uniform Diversion Reporting when the regulations are finalized. The contractor will work with the franchised hauler, the Los Angeles County Department of Public Works, and the CIWMB to obtain the necessary data to complete the reporting form(s).

Task 4. Develop Diversion Program Options and Implementation Schedule

The contractor will develop and prioritize a list of potential waste diversion programs options for discussion and selection by the City. A brief description of each of the recommended programs will be prepared. For each diversion program selected by the City for implementation, the contractor will develop a budget and schedule and a projected diversion tonnage which will be presented for final approval.

Task 5. Diversion Program Implementation

For each of the programs selected for implementation, the contractor will organize and coordinate the most appropriate and cost effective approach to implement the diversion program. The contractor may utilize UCLA Student Research Interns, instructors, and personnel from various local environmental 503(c)(3) non-profit organizations to provide cost effective technical assistance and implementation labor services. Programs implemented for the City may be documented for case studies for teaching purposes in UCLA courses.

The organizational, budget, and operational details of all programs selected for implementation programs will be provided to the City for final review before start of the actual implementation. The contractor will also provide monitoring and evaluation reports as part of the implementation. The contractor will work with the CIWMB (and the franchised hauler if participating) to develop acceptable quantification methods and documentation for the programs for the annual diversion reporting requirements and for providing backup for an alternate generation based diversion quantification method.

E. Tseng has contacted the California Integrated Waste Management Board (CIWMB) about utilizing the City of Hermosa Beach as a test jurisdiction for CIWMB Cost Model Study and for the Uniform Waste Characterization Study. By participating, the City will be able to utilize and test the newest planning tools that the CIWMB are developing, and will work with the franchised hauler in the planning effort for programs that will require the cooperation of the franchised hauler in the implementation.

Task 6. Other Services as Needed

The contractor can provide other environmental compliance, planning, and implementation services as required. The City can request additional services on an as needed basis for an hourly rate of \$90 per hour.

E. Tseng also serves as an Technical Editor for the a magazine titled "MSW Management" and has arranged to have one or more article(s) in a future issue about the results of the cooperative effort of the City, the CIWMB, the franchised hauler, and UCLA to achieve the 50% waste reduction goal.

The contractor is uniquely qualified to provide the required services to enable the City of Hermosa Beach to reach the 50% diversion goals and to meet its regulatory compliance reporting. A detailed qualifications statement is attached.

2. COST OF SERVICES

The estimated cost of completing the tasks are as follows:

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| Task 1. | \$3500 |
| Task 2. | Depends upon characterization method chosen. Not required at this time. |
| Task 3. | \$ 2000 |
| Task 4. | \$4000 |
| Task 5. | Depends upon programs selected. Budget details will be provided once programs are selected. |
| Task 6. | As needed, for \$90/hr. |

The fixed price cost estimate for the completion of Tasks 1, Tasks 3, and Tasks 4 is a total of \$ 9,500 plus and estimated \$ 500 for reasonable expenses (e.g., mileage, travel if required, etc.). Total cost for the project will not exceed \$30,000 @ \$10,000 per year, FY 2000- 2001, FY2001-2002, FY2002-2003.

Consulting Services Contract

This Agreement is entered into as of July 8, 1996, between the City of Hermosa Beach (City) and E. Tseng and Associates (ETA).

ETA is an independent contractor and is not an employee of the City. ETA will not make any warranties for City. ETA is not authorized to contract on behalf of City.

The scope of work to be provided by ETA for City is shown in Attachment A. The compensation rates for services rendered by ETA personnel/associates are shown in Attachment B. City will provide written authorization for commencement of each task to ETA. The cost of each task directive with a not-to-exceed is included in each task description.

City may reduce the scope of services and the corresponding compensation provided by giving written notice to ETA. Such reduction of the scope of services and compensation may be made by City without ETA approval. This Agreement or any phase of the agreement may be terminated at any time by City at its convenience and, in such event, ETA will be paid for services rendered prior to the termination.

This Agreement may be amended, modified, or changed only in writing and signed by both City and ETA.

The provisions of this Agreement shall be deemed severable and the invalidity of the unenforceability of any provision shall not effect the validity and enforceability of other provisions hereof. In any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

The term of the Agreement is for a period of twelve (36) months, beginning with the signing date above.

ETA shall treat all materials received from City as confidential. ETA may utilize composition data from sampling programs in an aggregate form (averaged with other data) for other research projects.

This contract shall be governed by the laws of the State of California.

City of Hermosa Beach

E. Tseng and Associates