CONSULTANT AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND R3 CONSULTING GROUP, INC.

This Agreement made and entered into at Menlo Park, California, this 21st day of June, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY”, and R3 CONSULTING GROUP, INC., hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Zero Waste Plan and Rate Structure Study

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY’s activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Alex D. McIntyre  
City Manager’s Office  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6610  
habrams@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Garth Schultz  
R3 Consulting Group, Inc.  
2600 Tenth Street, Suite 411  
Berkeley, CA 94710  
510-292-0853  
gschultz@r3cqi.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000), in aggregate or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of June 22, 2016 through July 1, 2018 unless extended, amended, or terminated in writing by CITY.
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s City Manager’s Office. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the City Manager.
PROPOSAL FOR:
Zero Waste Plan, Rate Structure Analysis and Revision, and Consultation as Needed

SUBMITTED TO:
City of Menlo Park
June 3, 2016
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June 3, 2016

Ms. Heather Abrams  
Environmental Programs Manager  
701 Laurel Street  
Menlo Park, CA 94025

Subject: Zero Waste Plan, Rate Structure Analysis and Revision, and Consultation as Needed

Dear Ms. Abrams:

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal for the City of Menlo Park (City) to assist in providing a Zero Waste Plan, Rate Structure Analysis and Revision, and Consultation as Needed. For this project, we have formed a project team of leading experts in the fields of Zero Waste, waste characterization, public engagement, and solid waste rate structure analysis.

In order to produce a cutting edge Zero Waste Plan and public engagement process for the City, we have partnered with Ruth Abbe of Abbe & Associates. Ms. Abbe is one of the world’s leading experts in the field of Zero Waste, and is well accomplished in the art of public engagement. R3 staff are also accomplished Zero Waste planners with extensive public engagement experience on a wide variety of solid waste matters. As a firm, R3’s focus is on data-driven and operationally practical Zero Waste solutions, which, when combined with Ms. Abbe’s rich Zero Waste experience, ensures deep and diverse Zero Waste planning experience for this project.

For the rate structure analysis and revision portion of this project, R3 is partnering with Cascadia Consulting Group, who are leaders in the field of waste characterization and possess best-in-class data regarding behaviors and diversion potential for all types of waste generators. Our vision is one that we believe will match the City’s position as an innovator and environmental leader. We believe our proposed approach will “break the mold” for solid waste rate structures and facilitate a transparent rate setting process with rates aligned to the cost-of-service and the City’s Zero Waste goals.

* * * * * * *

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal, my contact details are as follows:

Address: 2600 Tenth Street, Suite 411, Berkeley, CA 94710  
Phone: (510) 292-0853  
Email: gschultz@r3cgi.com

Sincerely,

R3 CONSULTING GROUP

Garth Schultz | Principal
Firm Organization

Team Introduction

The three firms that make up our Project Team (Team) are R3 Consulting Group (R3) as the prime consultant, and Abbe & Associates and Cascadia Consulting Group (Cascadia), who will each serve as subconsultants for specific tasks. In this section, as requested in the Request for Proposals (RFP) of the City of Menlo Park (City), we have provided the following information about R3, Abbe and Associates, and Cascadia:

- Type of Ownership;
- Number of Years in Business; and
- Primary Disciplines and Services Provided.

With our Team's extensive combined experience, we will ultimately provide the City with a state-of-the-art Zero Waste Plan, a new model for rate structures that will further the City's role as an innovator and leader in environmental matters, and a robust community engagement plan providing for community and policy-maker feedback leading up to the final adoption of the City's Zero Waste Plan and rate structure.

Ability to Start the Project Immediately after the Anticipated Project Start Date

Our Team has carefully reviewed the current contractual requirements, staffing schedules, and availability of the staff proposed for this project. Based on our review, we hereby affirm that our Team proposed for this project is available to start the project immediately after the anticipated project start date included in the City's RFP. Additionally, R3 and Cascadia can engage other highly qualified staff as necessary to best meet the needs and scheduling requirements of the City.

Prime Consultant | R3 Consulting Group, Inc.

Resources, Respect, and Responsibility - These are the guiding principles of R3 Consulting Group. Our mission is to assist municipal clients in identifying challenges and opportunities, evaluating alternatives, and implementing cost-effective, environmentally sound and community-friendly solutions.

Type of Ownership

R3 is an "S" Corporation, incorporated in California.

Number of Years in Business

R3 has been in business for 14 years, and is led by three principals, Garth Schultz, Richard Tagore-Erwin, and William Schoen, who have over 60 years of combined solid waste expertise.

Primary Disciplines and Services Provided

Founded in 2002, R3 is a California Certified Small Business that provides solid waste management consulting services exclusively to public agencies. With offices in Roseville, Berkeley, and Los Angeles, California, as well as the states of Washington and Hawaii, R3
Area of Expertise #2: Rate Structure Analysis and Revision

R3 staff members have broad experience performing rate structure analysis and conducting rate reviews for municipalities, public utilities and regional authorities. Our rate analysis projects are designed to provide our clients with the financial information and comparative analysis required to make sound, informed decisions. We also work to find opportunities for our clients to achieve whatever goal they have set, such as determining if a different rate structure might be needed to achieve greater diversion. Our understanding of the fundamental challenge of local governments to balance complex services and programs with the realities of budget constraints allows us to provide effective and meaningful financial consulting services to our clients.

Our rate analyses generally include the following services:

- Developing solid waste rate models and rate structures;
- Rate audits and rate structure analyses including pay-as-you-throw / variable can rates;
- Financial modeling and analysis of funding alternatives;
- Audits of billing systems and franchise fee payments;
- Detailed and indexed rate reviews;
- Cost-of-service and revenue requirement studies;
- Development of refuse vehicle impact fees and solid waste development fees; and
- Budgeting and long-term financial planning.

Select clients that R3 has provided rate analysis services for include: the cities of Berkeley, Concord, El Cerrito, Fresno, Los Altos, Paso Robles, Rohnert Park, and San Francisco.

Area of Expertise #3: Community Engagement / Public Education and Outreach

R3 has experience engaging a wide range of diverse community stakeholder groups as part of Zero Waste implementation planning, revisions to ordinances, education and outreach programming, our service contract/franchise agreement services, and overall solid waste master plan development.

Our community / stakeholder engagement assistance services include the following:

- Public engagement / community-wide meetings and presentations to stakeholder groups;
- Customer service reviews and surveys regarding waste hauler performance;
- Solid waste management plan development with diverse multi-jurisdictional groups;
- Waste hauler engagement regarding revisions to ordinances, reporting forms, service contract / franchise agreements, procurement for collection services, etc.;
- Participation in solid waste working groups; and
- Conducting public education and outreach programs, community workshops, public opinion surveys, focus groups and broad community print and digital outreach.
Review of solid waste facility performance and cost effectiveness;
Review and analysis of management and administrative functions;
Development of “performance benchmarking” metrics to measure system performance and improvements;
Review of operational productivity and the development of “target-productivity” standards and performance enhancement strategies;
Review of contract compliance by private operators;
“Time-and-motion” analysis of collection and transfer operations;
Analysis of vehicle routing systems; and
Review of customer service and billing functions.

Select clients R3 has provided operations and performance review assistance include the cities of Fairfield, Los Angeles, Petaluma, Piedmont, San Francisco, Santa Rosa, Rohnert Park, CVSan (Castro Valley Sanitary District), and RecycleSmart (Central Contra Costa Solid Waste Authority).

Present Size of Firm and Breakdown by Employee Category

Presently, R3 has a total of twelve (12) staff members. Our firm’s hierarchy consists of three (3) Principals, two (2) Senior Project Managers, one (1) Senior Project Analyst, three (3) Project Analysts, and one (1) Associate Analyst; our administrative staff consists of one (1) Operations Manager and one (1) Marketing Coordinator.

We plan to utilize R3 Principal Garth Schultz as the Project Manager / Principal-in-Charge, and R3 Principals Richard Tagore-Erwin and William Schoen, Senior Project Analyst David Pinter and Project Analyst Natalie Lessa as supporting staff.

Insurance Coverage in Force and Limits

R3’s commercial liability, automobile liability, and employer’s liability insurance coverage all meet the minimum limits set out by the City of Menlo Park (on page 9 of the City’s RFP). Certifications of insurance can be provided upon award of a contract.

Subconsultant | Abbe & Associates LLC

Type of Ownership


Number of Years in Business

Abbe & Associates has been in business for two years. Abbe & Associates’ Principal, Ruth Abbe, has over 25 years of experience providing Zero Waste / high-diversion planning and program implementation for communities throughout North America.

Primary Disciplines and Services Provided

Area of Expertise #1: Zero Waste Planning

Abbe & Associates is a full-service environmental consulting firm specializing in the social and physical infrastructure of Zero Waste. They have worked with more than 50 communities and
Subconsultant | Cascadia Consulting Group

Type of Ownership
Cascadia is a Corporation.

Number of Years in Business
Cascadia has been in business for 23 years.

Primary Disciplines and Services Provided
Cascadia brings more than 23 years of experience assisting clients with measuring, managing, and mitigating their waste stream impacts. Since 1993, Cascadia has specialized in working across public and private sectors to identify opportunities, prioritize actions, and implement programmatic and operational efficiencies that prevent waste, reduce disposal, recover resources, and save money. Cascadia has become a recognized leader in supporting client efforts that substantially reducing waste, emissions, and costs. Cascadia works with clients throughout the U.S. and globally to:

- Analyze trends in participation, contamination, and capture of recoverable materials in order to track progress and identify opportunities for investments, improvements, and efficiencies.
- Develop Zero Waste, high-diversion, and solid waste management plans, including modeling waste generation, diversion, and costs for alternatives over 5-, 10-, and 20-year planning time frames.
- Measure current diversion and waste quantities. Cascadia has conducted over 150 waste characterization studies, from comprehensive statewide studies to feedstock analysis and contamination studies.
- Implement effective waste prevention and recycling programs. Cascadia has helped numerous local governments improve existing and implement new recycling and organics programs.

Area of Expertise #1: High Diversion and Zero Waste Planning
Cascadia has assisted local governments throughout the United States to develop solid waste and resource recovery plans to achieve ambitious recycling goals for residential, commercial, and institutional generators. Cascadia has extensive experience in waste reduction and recycling planning, supporting clients to review current programs, develop metrics and evaluate performance, recommend and implement new strategies, and support the development of new and emerging recycling markets. Cascadia draws from its Zero Waste Database—a repository of studies, reports, and plans covering a range of materials management strategies, from collection infrastructure and behavior change to proven and novel technological solutions—to ensure that every study we undertake reflects best practices and lessons learned from the work that communities and institutions around the country have already done to minimize waste and increase landfill diversion.

Cascadia has also worked with numerous counties— including Grant, Spokane, Lewis, Whatcom, Kittitas, and Yakima Counties (Washington) to develop and/or update their local comprehensive Solid Waste Management Plans. Cascadia also has expertise supporting institutional and corporate Zero Waste research, planning, and implementation efforts; past clients include Seattle-Tacoma International Airport, University of Washington, VF Corporation, Clif Bar, and Fortune 100 Technology Firm (under NDA).
Related to follow-on consulting/implementation expertise:

Area of Expertise #3: Waste Reduction and Recycling Outreach and Technical Assistance

Cascadia offers a unique balance of experience that spans the outreach and engagement process from identifying audiences and goals and creating messaging and materials, to implementing plans and evaluating results. Cascadia understands that successful outreach and assistance programs require the buy-in of the community members they serve, and strives to reach and involve the business leaders and community organizations that fully represent the communities in which Cascadia works. This work has contributed to the diversion of thousands of tons of recoverable materials from the landfill.

Cascadia's work in education and outreach includes delivering on-the-ground outreach and technical assistance to more than 20,000 businesses through direct contracts and public sector programs, including StopWaste.Org’s Business Partnership, the City of Seattle and EnviroStars Green Business Program (Washington); and experience delivering door-to-door recycling outreach to more than 10,000 multi-family households on behalf of haulers and local governments across the West Coast.

Present Size of Firm and Breakdown by Employee Category

Cascadia has 49 employees across its offices in Seattle (Washington) and Oakland; and one employee each in Los Angeles and Phoenix (Arizona). The company is run by an Executive Management Team that includes Co-Presidents Amity Lumper and Ruth Bell, and Managing Principal Francis Icasiano. The firm has two Lines of Business: Recycling and Materials Management and Climate and Natural Resources Management. Each of the Lines of Business has its own director and is staffed by a range of Principals, Senior Associates, Associates, and Project Assistants.

Insurance Coverage in Force and Limits

Cascadia's commercial liability, automobile liability, and employer's liability insurance coverage all meet the minimum limits set out by the City of Menlo Park (on page 9 of the City's RFP). Certifications of insurance can be provided upon award of a contract.
Project Team

With his proximity to the City of Menlo Park (City), as well as his extensive experience in Zero Waste plan development, rate structuring, and stakeholder engagement, R3 Principal Garth Schultz will take the lead as Project Manager / Principal-in-Charge for this endeavor. R3 Principals William Schoen and Richard Tagore-Erwin, Senior Project Analyst David Pinter, and Project Analyst Natalie Lessa will serve as support staff. R3 will also be collaborating with Abbe & Associates, utilizing Principal Ruth Abbe, and Cascadia, utilizing Co-President Amity Lumper, Senior Associate Dieter Eckels, and Associate Jessica Coe.

Further description of each team member’s project roles and specific task assignments are provided on the following pages, after a description of their professional background and recent and relevant experience. Below, we have provided an organizational chart (Figure 3-1) displaying our staffing assignments for each project task. Upon selection, we would welcome the opportunity to make necessary revisions to our project team to best suit the needs of the City.

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*All staff available depending on nature of on-call requests.*
PROFESSIONAL BACKGROUND

Over the past 25 years, Mr. Tagore-Erwin has worked with public agencies to design, evaluate, and implement solid waste programs and policy direction to maximize waste diversion. His areas of expertise include franchise agreement negotiations and developing Zero Waste and municipal operations’ business and strategic plans, which involve incorporating waste composition data, recycling and organics diversion programs, sustainable building programs, Extended Producer Responsibility (EPR) policies, land use, cutting-edge processing facilities and progressive customer rate structures. These projects routinely involve working with and gaining feedback from diverse stakeholder groups such as elected officials, haulers, facility operators, environmental groups, and the general public to determine the feasibility of possible programs. Other experience includes conducting procurement of solid waste services, hauler operational and performance reviews, financial analysis and rate reviews, and service and rate surveys for multiple jurisdictions and public agencies. He also routinely conducts public workshops and participates in Board of Supervisors and City Council hearings. Mr. Tagore-Erwin has a Bachelor & Master of Arts in Political Science from the University of Hawaii, Manoa.

RECENT & RELEVANT EXPERIENCE

- Zero Waste Plan Development, Evaluation, and Implementation
  Mr. Tagore-Erwin has led our past projects in developing a quantifiable high diversion plan for the City of Sunnyvale, and strategic zero waste plans for the City of Oakland, Town of Corte Madera, Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin), Humboldt Waste Management Authority (HWMA), and Yuba-Sutter Regional Waste Management Authority. Currently, he is leading as Project Manager for the City of Los Altos’ high diversion implementation plan.

- Community / Stakeholder Engagement, Public Education & Outreach
  As part of the Zero Waste Marin’s zero waste implementation plan, he developed policies, education and outreach to engage stakeholders and ran a series of ten (10) stakeholder meetings. As Project Manager for the strategic zero waste plan for HWMA, he facilitated a series of eight (8) workshops with the HWMA’s stakeholders, including residents, businesses, haulers, facility operators and city and county representatives from Humboldt County and its five cities.

- Franchise Extension / Negotiation & Procurement Assistance (On-Call Service)
  Mr. Tagore-Erwin is currently working on an ongoing procurement project for the City of Chico and is assisting Temple City with negotiating changes to its existing franchise to implement AB 1826. He recently completed procurement projects for the cities of Colma, Downey, and San Bernardino, and is completing projects for Vallejo and West Sacramento. He also managed the procurement of zero waste collection and recyclables and organics processing services for clients including the cities of Los Altos, Oakland, and Piedmont, which established the State’s highest franchised residential and commercial contractor diversion requirements.

PROJECT ROLE

Mr. Tagore-Erwin will serve as support staff for Tasks 0 and 3 (Kickoff and Coordination, and Community Engagement), and assist as needed for Task 4 (On-Call Services).
Mr. Pinter has a wide range of experience in solid waste consulting work, with particular expertise on rate structure analyses associated with various diversion alternatives, in support of the development of Zero Waste and similar plans for various jurisdictions throughout California. He has worked with a variety of different solid waste system structures and collection programs, including local and regional haulers and municipal collection operations. Other experience includes assisting in the development of feasibility studies, waste characterizations, and strategic planning, as well as conducting performance reviews, billing/financial and facility audits, procurement and negotiation of collection services, transition assistance, and market surveys.

Mr. Pinter has a Bachelor of Arts in Earth & Environmental Sciences from the University of California, Los Angeles.

Recent & Relevant Experience

- Rate Structure Analysis and Revision
  Mr. Pinter has developed a wide range of knowledge in customer rate adjustment methodologies, including those adjustments that incorporate projections derived from Consumer Price Index (CPI) and Refuse Rate Index (RRI) data, as well as adjustments involving more detailed rate review processes. Mr. Pinter has studied and utilized various rate adjustment methodologies for clients throughout California, including the cities of Fresno, Merced, San Francisco, Upland, and Visalia, among others.

  Mr. Pinter recently assisted Mr. Schoen with indexed rate reviews of the City of Fresno’s commercial haulers. He also recently provided an analysis in support of R3’s collection system evaluation for the City of Visalia.

  Currently, he is assisting the South Bayside Waste Management Authority (RethinkWaste) with its 2015 financial systems audit of collection services and facility operations contractors; he also worked on completing the previous year’s audit.

- Franchise Extension / Negotiation & Procurement Assistance (On-Call Service)
  Mr. Pinter has assisted with multiple procurement and negotiation processes throughout the State of California, and has significant experience drafting best practices request for proposal (RFP) documents and franchise agreements that incorporate specific jurisdictional needs, as well as requirements for compliance with State legislation. He recently assisted with the evaluation of proposals for the City of San Bernardino; other recent clients include the cities of Petaluma, Vallejo, and West Sacramento.

Project Role

Mr. Pinter will serve as support staff for Tasks 0 and 2 (Kickoff and Coordination), and assist as needed for Task 4 (On-Call Services).
**PROFESSIONAL BACKGROUND**

Ms. Abbe is a senior management consultant with 25 years of experience in program planning and implementation, facility and collection procurement, contract negotiation, financial analysis, and stakeholder engagement. She is a national leader in Zero Waste planning and works with municipalities across the country to develop the social and infrastructure to achieve Zero Waste.


**RECENT & RELEVANT EXPERIENCE**

- **Zero Waste Planning**
  Ms. Abbe has provided Zero Waste planning and program implementation services to the cities of Austin and Dallas, and Fort Collins (CO); Mecklenburg County (NC); and the cities of Alameda, Los Angeles, Palo Alto, Pasadena, and San Jose (CA).

- **Rate Structure Analysis and Revision**
  Ms. Abbe has supported the City of San Francisco in Zero Waste Analysis since 2001. In that capacity, she assists the San Francisco Department of the Environment on special projects related to their five-year rate review process.

- **Community Engagement**
  Ms. Abbe has been certified by the National Charrette Institute and has recently conducted successful solid waste planning charrettes in Austin (TX), Mecklenburg County (NC), and Castro Valley (CA). She has expertise in community engagement strategies and working with stakeholders to come to consensus on large scale projects and programs.

- **On-call / Follow-up Services (Zero Waste Plan Implementation, Integrated Waste Management Services)**
  Ms. Abbe provide commercial and institutional program implementation assistance to multifamily complexes, commercial businesses, restaurants, schools and universities for communities throughout California including Alameda, Oakland, the Central Contra Costa Solid Waste Authority, and the California State University.

**PROJECT ROLE**

Ms. Abbe will serve as lead staff on Task 1 (Zero Waste Plan), and support staff for Tasks 0 and 3 (Kickoff and Coordination, and Community Engagement), and assist as needed for Task 4 (On-Call Services).
Percy Eckels  
Cascadia Senior Associate

PROFESSIONAL BACKGROUND

Mr. Eckels manages measurement and waste characterization services at Cascadia and brings more than 10 years of experience in waste diversion research, modeling, and analysis. Mr. Eckels specializes in managing efficient studies that produce rigorous, reliable, and consistent data in the form of clear and error-free reports. As Cascadia’s go-to quality control specialist, he integrates QA/QC procedures into each step of each study, ensuring the usefulness and accuracy of all project deliverables. Mr. Eckels has been heavily involved in the planning, design, implementation, evaluation, and management of characterization studies coast-to-coast for both public and private sector clients, including the states of California, Washington, Connecticut, Delaware, Georgia, Rhode Island, and Illinois; the cities of Chicago, Honolulu, Houston, Los Angeles, New York, Philadelphia, Portland, Sacramento, San Diego, San Jose, Seattle, Tacoma, and Vancouver, B.C.; institutional clients including the United States Pentagon, the Bay Area Stormwater Management Agencies Association (BASMMA), the U.S. Army Corps of Engineers, the Pacific Northwest National Laboratory; and a range of private sector haulers.

Mr. Eckels holds a Bachelor of Sciences in Sustainable Resources as well as Ecology, Evolution, and Conservation Biology from the University of Washington.

RECENT & RELEVANT EXPERIENCE

- Waste Generation & Diversion Modeling
  Mr. Eckels developed a customized commercial waste stream model for Saskatoon (Alberta, Canada), as well as a cost-effective, reliable model of residential, commercial, and C&D wastes for the City of Chicago (IL).

- Materials Characterization Studies
  Mr. Eckels has managed and/or overseen the design and implementation of the following studies:
  - King County Solid Waste Division: Waste Monitoring Program (2004-2016);
  - Washington Dept. of Ecology: Statewide Characterization Studies (2009-2010, 2015-2016);
  - CalRecycle: California Statewide Waste Characterization Studies (2003-2015);
  - City of San Francisco, CA: Waste Composition Study (2013-2014);
  - Houston Galveston Regional Council, TX: One-Bin-for-All Characterization Study (2013-2014); and
  - City of San Diego, CA: Landfill-based Characterization Study (2012-2013).

PROJECT ROLE

Mr. Eckels will serve as support staff on Tasks 0 and 2 (Kickoff and Coordination, and Rate Structure Analysis and Revision), and assist as needed for Task 4 (On-Call Services).
Experience

Marin County Hazardous & Solid Waste Joint Powers Authority (Zero Waste Marin)  R3 Consulting Group, Inc.

**Project Name:** Zero Waste Planning & Implementation  
**Project Location:** San Rafael, CA

**Project Description:**
The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA / Zero Waste Marin) was formed as a regional agency to represent 11 incorporated cities, the County, and 10 Special Districts (Member Agencies) that provide for or administer solid waste programs. The JPA has established goals of 80% waste diversion by 2012 and Zero Waste by 2025. To address these goals, the JPA engaged R3 to draft a Zero Waste Feasibility Study. The Zero Waste Feasibility Study focuses on timeframes and instruction for specific program implementation to properly meet the JPA’s goals of 80% waste diversion by 2012 and Zero Waste by 2025. R3’s work tasks were divided into two phases. In Phase I, we focused on the development of a regional Zero Waste Strategic Plan adopted by the JPA. During this phase, R3 team members evaluated existing programs; selected and investigated options for program improvement and potential new programs to implement; prepared a draft and final Zero Waste Feasibility Study; conducted over twenty (20+) stakeholder meetings; and held project management and project progress meetings.

In Phase II, the focus was on the development of jurisdiction-specific Action Plans for implementation of the programs and policies of the Zero Waste Strategic Plan. To promote regional consistency and effective programs, R3 developed a Zero Waste Tool Kit for the JPA, including model documents for the following: Construction and Demolition (C&D) Debris ordinance; Commercial and Multi-Family Recycling ordinance; zero waste resolutions; and franchise agreement language.

**Results / Benefits:**
- Detailed plan for achieving Zero Waste;
- Specific responsibilities for Member Agencies, the JPA and the franchised waste haulers;
- Detailed policies and procedures to be adopted by the member agencies to support Zero Waste programs; and
- Model language for Zero Waste resolutions, C&D ordinance, Commercial and Multi-Family recycling ordinance, and franchise agreements for adoption by the JPA and Member Agencies.

**Completion Date:** Phase 1 – April 2011 / Phase 2 – November 2011  
**Project Costs:** Phase 1 – $35,000 / Phase 2 – $21,000  
**Project Team:** Richard Tagore-Erwin, Project Manager  
William Schoen, Lead Analyst  
**Client Name & Contact:** Zero Waste Marin / Michael Frost, Deputy Director, Public Works  
**Client Address:** P.O. Box 4186, San Rafael, CA 94913  
**Contact Number:** (415) 499-3725
The SBR Financial Systems Review included:

- Verification of Public Revenue – Public revenue ($6,105,000) transferred to RethinkWaste ties to accounting records;
- Verification of Commodity Revenue – Reported gross commodity revenue ($1,153,000 to SBWMA) ties to accounting records;
- Verification of Shoreway Buyback Center Payments – Payment by SBR to Shoreway Buyback Center customers, and associated reimbursements by RethinkWaste, ties to accounting records and other related supporting documentation;
- Review of Scale House Procedures; and
- Test of Weight Tickets.

3. **Long Range Planning** – R3 was engaged by RethinkWaste to assist it with the analysis and development of various components of its Long Range Plan. RethinkWaste is a joint powers authority of twelve public agencies in San Mateo County, California, and is a leader in the delivery of innovative waste reduction and recycling programs. RethinkWaste’s objectives for its Long Range Plan are to:

   - Establish a roadmap on how to achieve the State’s 75% recycling goal;
   - Develop a portfolio of diversion programs to mitigate future rate impacts resulting from the expiration of its Disposal Agreement; and
   - Initiate the process to develop future scopes of work for its Collection Services Franchise Agreement and TS/MRF Operations Agreement with continued emphasis on cost-effective and convenient programs for all customers.

R3 was specifically tasked with:

- Assessing the effectiveness of the franchised hauler’s diversion programs and the additional diversion that is available through those existing programs;
- Assessing the opportunities and diversion potential associated with new source separation program options; and
- Reviewing and assessing the franchised hauler’s diversion results including its commercial outreach business plan and the performance of its 10 commercial recycling coordinators.

As a first step in the project, R3 conducted an Additional Diversion Potential Analysis (ADPA) to quantify:

- The capture rates of existing source separation programs;
- The potential for diverting additional materials targeted by the existing recycling and organics programs; and
- The potential for diverting additional material types not currently targeted by existing source separation programs.

**Results / Benefits:**

1. **Annual Report Audit**

   - Identified errors in contractor-reported customer service data, and recalculated contractor liquidated damage payment amounts accordingly.
ordinance programs to understand what support they need and what improvements should be made to implement and run a successful C&D recycling and compliance program. The evaluation included determining procedures required by contractors and used internally with city staff, establishing baseline thresholds by reviewing permits currently being issued in the Planning Department, reporting activities and current compliance, outreach materials available, costs (e.g., administrative at permit counter and data compilation), diversion results, problems and areas for improvement.

- **Measurement and waste characterization.** In 2011, Cascadia researched scavenging activities to determine the prevalence of scavenging activities and quantify the volumes scavenged from commercial recycling containers. Two teams of Cascadia staff members performed surveillance of two commercial recycling routes, four recycling processing facilities, and two buy-back centers for five days.

- **Education & Outreach.**
  - **2014-2015 Public Education Outreach Study.** Cascadia conducted a cost/benefit analysis of current public education and social media programs and strategies, performed research to identify best practices in other U.S. and international public education programs that have led to measurable behavior change, assessed the feasibility of implementing best practices across Rethink Waste programs, and identified possible new effectiveness measurement techniques for current Rethink Waste programs.
  
  - **2015 Commercial Recycling Reporting System Technical Assistance.** Cascadia assisted implementation of a Commercial Recycling Reporting System for RethinkWaste. This recycling reporting process gathers recycling diversion-related data that supports quantification of the independent (non-franchised) diversion occurring in the commercial sector, provides useful and timely data on the diversion activities of independent recycling haulers, and assists with future planning efforts to cost-effectively increase diversion.

**Results / Benefits:**

- Made recommendations to RethinkWaste on systems to regulate data collection about recycling hauler activities;
- Identified needed improvements and procedures for implementation for C&D recycling and compliance for RethinkWaste’s member agencies;
- Designed a scavenging study, researched scavenging activity from commercial recycling containers, and visually quantified associated volumes over a one-week study period; and
- Identified outreach best practices for inclusion in RethinkWaste’s 10-year strategic plan to support countywide research for residential and commercial audiences.

**Completion Date:** 2015  
**Project Costs:** $270,000 (Cascadia share since 2009)  
**Project Team:** Amity Lumper, Principal-in-Charge  
Jessica Coe, Researcher and Analyst  
**Client Name & Contact:** RethinkWaste / Cliff Feldman, Recycling Programs Manager  
**Client Address:** 610 Elm St, Suite 202, San Carlos, CA 94070  
**Contact Number:** (650) 802-3502
City of El Cerrito

Project Name: Rate Review and Rate Restructure
Project Location: El Cerrito, CA

Project Description:
As the client project manager while he was an employee of the City of El Cerrito (City), Garth Schultz worked with R3 to conduct a comprehensive review of the City’s franchise solid waste hauler, East Bay Sanitary Company (Company). The purpose was to provide an objective analysis and actionable recommendations to develop a mechanism for setting fair compensation for the Company, while reducing the impact of ongoing “migration” to smaller garbage container sizes, and thus removing disincentives for the Company to actively promote diversion programs.

The review also provided:
- The operational and cost impacts associated with Company’s collection, disposal and diversion operations;
- A model for annual indexed adjustments to the Company’s compensation level, independent of the rate setting process; and
- A simple balancing account to capture the value of any difference between compensation owed to the Company versus actual amounts of revenue collected by the rates (over or under the amounts owed to the Company).

Results / Benefits:
- New rate model and new rates for the City that set compensation separate from rates, removed disincentives for hauler support of diversion, and provided for simple and stable future rate adjustments.

Completion Date: December 2010
Project Costs: $25,000
Project Team: Garth Schultz, El Cerrito Project Manager and William Schoen, R3 Project Manager

Client Name & Contact: City of El Cerrito / Scott Hanin, City Manager
Client Address: 10890 San Pablo Avenue, El Cerrito, CA 94530
Contact Number: (510) 215-4301
Project Name: Zero Waste Strategic Plan
Project Location: Castro Valley, CA

Project Description:
Our team assisted CVSan to identify appropriate strategies for maximizing diversion from landfills over a 10-year planning period. This stakeholder-driven process included: three (3) public workshops, sixteen (16) meetings with public agencies, stakeholder groups, and service providers, two (2) meetings with CVSan's Solid Waste Committee and two (2) tours - Davis Street Transfer Station in San Leandro and El Cerrito Recycling Center. Based on input from these meetings and using the Zero Waste Community Checklist, Abbe & Associates prepared a list of policies and programs for consideration. The Zero Waste Strategic Plan recommends specific policies and programs to achieve Zero Waste in the short-term (1-3 years), medium-term (3-7 years), and long-term (7-10 years). The Plan identifies action steps and planning-level costs for implementing the recommended policies and programs, including: capital costs, increased staff support and additional outreach materials – such as publications, media, signs, bins, stickers.

Results / Benefits:
The plan was embraced by the CVSan community and adopted unanimously by the Board of Directors. CVSan is now implementing the plan and piloting every-other-week garbage collection, which was a recommendation of the plan.

Completion Date: August 2014
Project Costs: $39,200
Project Team: Ruth Abbe, Project Manager
              Richard Anthony & Gary Liss, Stakeholder Engagement

Client Name & Contact: Castro Valley Sanitary District / Naomi R. Lue, Solid Waste Supervisor
Client Address: 21040 Marshall Street, Castro Valley, CA 94546
Contact Number: (510) 537-0757 x101
Scope of Work

Task 0  Kickoff and Coordination Meetings

Purpose

Kick off the project and establish ongoing coordination with City and RethinkWaste staff.

Objectives

- Request and gather data and other information related to our proposed Tasks;
- Kick off the project;
- Establish means of ongoing communication and coordination; and
- Coordinate with City and RethinkWaste staff during the project.

Methodology

Based on the details included in the Tasks described in this Scope of Work, and in advance of a project kickoff meeting, R3 will prepare a detailed data request for information necessary to the completion of our proposed Tasks, which will be submitted electronically to the City. Within two (2) weeks of submitting the data request, R3 will work with City staff to schedule and set an agenda for the project kickoff meeting.

The kickoff meeting will involve primary staff from our Project Team and City staff, with a portion of the meeting also including RethinkWaste and Recology staff as appropriate. The kickoff meeting will serve as the initial opportunity to review the City’s rate setting process, transfer information, and to discuss and refine the details included in this Scope of Work. The kickoff meeting will also establish the expectations for and best means of ongoing communication and collaboration between the Project Team and the City throughout the project.

After the kickoff meeting, our Project Team will conduct and attend two (2) coordination meetings with City staff, including representative staff from the City Manager’s Office Environmental Programs, Public Works, and Finance, as well as RethinkWaste and/or Recology staff as needed. These meetings will serve as informal project updates as well as opportunities to further understand the City’s rate setting process and ensure mutual understanding and alignment on the anticipated outcomes of this project. These meetings will be jointly scheduled at times determined by the City and R3 to be most advantageous to the development of the project.

Task 0 Deliverables

- Information request for documents and data related to our proposed Tasks;
- Attend one (1) kickoff meeting with the City, RethinkWaste and Recology;
- Attend two (2) other coordination meetings with the City and other parties as needed.
Every community is unique and City staff have a deep understanding of the community and its values. To ensure that the Zero Waste Plan is reflective of the goals and vision of Menlo Park's diverse community, it is important to involve the whole community in the development of the Plan. Our concept is to provide a series of three (3) public workshops (or charrettes) to engage and inspire the public to participate in achieving Zero Waste, and to engage their feedback and interests.

We envision a series of three workshops held in the afternoon and evening of each workshop cycle. The afternoon meeting could be hosted at a school site or recreation center afterschool to include parents and teachers (who may not otherwise be able to attend evening meetings) and in the evening on the same day (to reduce travel time and calendar days) for stakeholders who are not able to attend an afternoon meeting. We recommend recruiting a school, faith organization or community organization to host the evening workshop and recruit their members to attend.

The first workshop will be a community meeting to inform potential stakeholders about the planning process and support the networks for community-based planning and implementation of Zero Waste initiatives. In addition to new programs and facilities, achieving Zero Waste will require changes in consumer and generator behavior. The City can encourage this through outreach, education, and social marketing, where peer groups work together to solve problems and create solutions. During this first workshop, we will present the City's current policies and programs (Task 1.2) and obtain input from stakeholders on future programs and policies. During the second workshop, we will present the initial service opportunities analysis (Task 1.3) and preliminary menu of Zero Waste Strategy Options (Task 1.4). For the third workshop, we will present the economic analysis (Task 1.5) and draft Zero Waste Plan (Task 1.6).

Additionally, we propose to convene a daytime meeting of Menlo Park business leaders (on the same day as the first workshop) to discuss issues of importance to the business community, including additional recycling services, food scrap diversion, specialty service providers, technical assistance, and mandatory recycling and composting. We recommend recruiting a business organization, such as the Menlo Park Chamber of Commerce, to host the meeting and recruit their members to attend. We also suggest inviting certified green businesses (e.g., Agilewaves, Inc., Ducky's Car Wash) large employers (e.g., Facebook, SRI International, U.S.G.S., SLAC), and property managers (e.g., Parkview Property Management, LeVett Properties).

Finally, we also propose to convene a daytime meeting (on the same day as the second workshop) with local service providers, including both non-profit and for-profit private companies, engaged in reuse, organics, recycling, and special discards (household hazardous waste and universal waste). Examples could include: The ReUse People, USAgain, rePlanet Recycling, EarthBaby (compostable diaper service), and Goodwill Industries, Recology and other registered recyclers or construction and demolition (C&D) haulers. The purpose of the meeting will be to engage in a dialogue with the service provider community to better understand the local and regional infrastructure and collection, processing and remanufacturing capabilities.

**Task 1.1 Deliverables**

- Three (3) afternoon community workshops; and
- Two (2) daytime meetings, one (1) with business representatives and one (1) with local service providers.
Identify existing and projected population, number of businesses and business growth over the planning period; and

Each deliverable will be prepared in draft form for City staff review and will be revised based on the comments received from City staff; we anticipate one (1) draft and one (1) final version of each deliverable.

City Responsibilities

- Provide available information about existing policies, programs and facilities;
- Direct the Project Team to sources for programs descriptions and statistics; and
- Review and provide consolidated comments on draft deliverables within two (2) weeks of receiving electronic drafts.

Task 1.3 Service Opportunities Analysis

Objective

Based on discarded materials generation, characterization, and demographic data, we will identify the opportunities for decreasing the volume of discarded materials generated by: single-family, multi-family, commercial, self-haul, and construction and demolition.

Methodology

Working closely with City staff, we will review and discuss the opportunities for increased diversion from each generator sector. We will discuss program improvement opportunities and options for increasing diversion. We are familiar with the City’s collection contract services and will discuss opportunities for increasing incentives for diversion and decreased disposal by the contractor and the generators. We will review the current service contracts and identify opportunities for future changes in the service contract, rate structure or compensation mechanism. We will then prepare a draft memo documenting these findings for review by City staff. Based on comments from City staff, we will revise the memo for incorporation into the Zero Waste Plan.

We will discuss these and other program improvement opportunities and options for increasing diversion. We will then prepare a draft memo documenting these findings for review by City staff. Based on comments from City staff, we will revise the memo for incorporation into the Zero Waste Plan.

Task 1.3 Deliverable

- Electronic memorandum of Service Opportunities Assessment.

Project Team Responsibilities

- Prepare draft and final service opportunities assessment; and
- Each deliverable will be prepared in draft form for City staff review and will be revised based on the comments received from City staff; we anticipate one (1) draft and one (1) final version of each deliverable.

City Responsibilities

- Provide direction and insights to our team and recommend sources for data; and
- Review and provide consolidated comments on draft deliverables within two (2) weeks of receiving electronic drafts.
imitative. We will estimate potential greenhouse gas reductions based on diverted tons using the U.S. EPA Waste Reduction Model and we will estimate jobs creation potential using the methodology developed by the Institute for Local Self-Reliance.

We will also develop an implementation plan, identifying all of the action steps required to implement the Plan elements. The implementation plan will include an estimate of staff time necessary for implementation along with the opportunities for partnerships. The implementation plan will include a phasing schedule and diversion estimate by goal year and will serve as the “workbook” for City staff.

**Task 1.5 Deliverable**

- Electronic memorandum detailing our Economic Analysis and Implementation Plan.

**Project Team Responsibilities**

- Prepare draft and final economic analysis and implementation plan.

**City Responsibilities**

- Provide direction and insights to Project Team and recommend sources for data;
- Provide City-specific staffing and material costs; and
- Review draft and final memo and provide consolidated comments.

**Task 1.6 Develop Zero Waste Plan**

**Objective**

Prepare a Zero Waste Plan document that truly reflects the community values and aspirations of the City and its stakeholders.

**Methodology**

Based on the direction of City staff and feedback from the stakeholders at the workshops described in Task 1.1, we will develop a Zero Waste Plan documenting the City’s path to Zero Waste. This plan will incorporate the data, information and findings developed for the overview of existing programs, opportunities assessment, options and recommendations and implementation plan.

**Task 1.6 Deliverable**


**Project Team Responsibilities**

- Prepare outline of the Zero Waste Plan in draft form and present to City staff for review and comment;
- Prepare draft of the Zero Waste Plan and present to City staff for review and comment;

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1 Please note that while the RFP specifies a combined Zero Waste Plan, rate structure and analysis and community engagement plan, our proposed approach initially addresses each as separate matters. Ultimately, the final draft Zero Waste Plan, rate structure and rate tables will be brought forth under one community engagement process, which we believe is the intent of the reference to combining them in the RFP.
Waste Management Authority (RethinkWaste).\textsuperscript{2} To do so, we will analyze cost of service information provided by Recology and RethinkWaste for the most current Recology compensation year (2017), and also analyze current Menlo Park subscription information provided by Recology and RethinkWaste. Using both of these pieces of information, we will establish the cost of providing service by waste stream and by waste generation sector overall, and then calculate the base cost of providing service by waste stream for subscribers by waste generation sector, thus resulting in base "Standard Costs of Services".

Once the base Standard Costs of Services for each waste stream in each waste generation sector have been established, we will calculate and demonstrate the difference between current rates charged to customers and the Standard Costs of Services, by sector and subscription level. Using charts and graphs, we will model how rates will change annually if current rates were transformed to rates based on Standard Costs of Services over a period of three to five years.

**Task 2.1 Deliverable**

- Standard Costs of Services by waste stream and waste generation sector.

**Project Team Responsibilities**

- Communicate the results of the above to the City, Recology and RethinkWaste in an electronic memorandum, detailing the calculation methodology used to establish Standard Costs of Services;
- Schedule and conduct one meeting or conference call with the City, Recology and RethinkWaste to discuss the memorandum (collective or individually as needed);
- Provide the City, Recology and RethinkWaste with two (2) weeks to provide written responses and comments on the memorandum; and
- Revise and finalize the Base Cost of Services calculation methodology based on written responses received, and provide a final memorandum to the City.

**City Responsibilities**

- Direct Recology and RethinkWaste to provide specific detailed information regarding total costs of collection and diversion/disposal for each waste stream and each waste generation sector in Menlo Park;
- Direct Recology and RethinkWaste to provide specific detailed information for all solid waste customers in Menlo Park including the specific levels of services provided by waste stream for each account;
- Participate in the meeting or conference call discussing the memorandum, and provide direction regarding how to engage Recology and RethinkWaste;
- Provide written feedback on the memorandum within two (2) weeks of R3 providing the electronic memorandum.

\textsuperscript{2} In Fall 2016, RethinkWaste is scheduled to approve Recology’s compensation for calendar year 2017, which will include the specific compensation amount for services provided to Menlo Park solid waste customers. In establishing their compensation application package, Recology and RethinkWaste review the overall costs of providing services to RethinkWaste member agencies, including Menlo Park.
Task 2.2 Deliverable

- Zero Waste Service Levels by waste stream and waste generation sector.

Project Team Responsibilities

- Use CalRecycle, Cascadia, and other local waste characterization data to develop target Zero Waste Service Levels by waste stream and waste sector in Menlo Park;
- Communicate the results of the above to the City, Recology and RethinkWaste in an electronic memorandum, detailing the methodology used to develop the Zero Waste Service Levels;
- Schedule and conduct one meeting or conference call with the City to discuss the memorandum;
- Provide the City, Recology and RethinkWaste with two (2) weeks to provide written responses and comments on the memorandum; and
- Revise and finalize the Zero Waste Service Levels methodology based on written responses received, and provide a final memorandum to the City.

City Responsibilities

- Provide any complete, recent and reliable information on residential home and/or property square footage, if available;
- Provide any complete, recent and reliable information on commercial business types, number of employees, or other distinguishing data that could serve as a basis for scaling waste generation, if available;
- Provide any complete, recent and reliable information on the number of household units and the number of square feet of exterior landscape, if available;
- Participate in the meeting or conference call discussing the memorandum; and
- Provide written feedback on the memorandum within two (2) weeks of R3 providing the electronic memorandum.

Task 2.3 Develop Rate Structure and Proposed Rates

Objective

Use the Standard Costs of Services and Zero Waste Service Levels to develop a rate structure and rate table that reflects the City’s Zero Waste Plan, provides adequate revenues for all waste related activities, and provides for a mechanism for annual indexed rate adjustments.

Methodology

Using the Standard Costs of Services and Zero Waste Service Levels developed in the prior two subtasks, as well as other costs funded via solid waste rates, R3 will establish a rate structure and proposed rate table for Menlo Park that sets rates for Zero Waste Service Levels at the Standard Costs of Services. Then, R3 will develop a methodology for setting

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4 Which will be established via review of the City’s long term financial forecasts for Environmental Division programs, capital funding needs of the closed Bedwell Bayfront Park, street sweeping and storm water trash management maintenance costs, costs projected by the Zero Waste Plan, and others as determined appropriate by the City.
Based on the results of the above, R3 will provide the City with a rate table for the first year of proposed rates, as well as sample rate tables for the next two (2) to four (4) years (depending on the length of the transition), incorporating the gradual conversion to full implementation of the Standard Costs of Services and Zero Waste Services Levels, as well as sample indexed rate adjustments for each of those years.

**Task 2.3 Deliverable**

- Draft Menlo Park Rate Structure, initial year rate tables, and sample rate tables for two (2) to four (4) future rate years.

**Project Team Responsibilities**

- Based on the Methodology described above, provide the City with a rate structure and rate tables for three (3) to five (5) years;
- Communicate the rate structure and tables to the City in an electronic memorandum detailing the methodology used to develop the structure and tables;
- Schedule and conduct an initial meeting or conference call with the City to discuss the memorandum;
- Provide the City two (2) weeks to provide written responses and comments on the memorandum;
- Revise the rate structure methodology and rate tables methodology based on written responses received, and provide a revised memorandum to the City;
- Schedule and conduct a second meeting or conference call with the City to discuss the memorandum;
- Provide the City two (2) weeks to provide written responses and comments on the memorandum; and
- Finalize the rate structure methodology and rate table methodology based on written responses received, and provide a final memorandum to the City.

**City Responsibilities**

- Provide City’s long-term financial forecasts for the Environmental Services Division, Solid Waste Fund, capital funding needs of the closed Bedwell Bayfront Park, street sweeping and storm water trash management maintenance costs, and others as determined appropriate by the City;
- Provide direction and feedback to R3 regarding the basis calculating “diversion incentives” and discounts to the Standard Costs of Services;
- Participate in the meeting or conference call discussing the memorandum; and
- Provide written feedback on the initial and revised memoranda within two (2) weeks of R3 providing the electronic versions of each.

"automatic" adjustments to the City’s rates would be the Recology’s total compensation figure for Menlo Park, as this figure could provide the basis for establishing adjustments to the Standard Costs of Services.
Section 5
Scope of Work

Task 3.2 Public Workshops

Objective

 Provide residents and businesses with the opportunity to learn about and provide feedback on the draft Zero Waste Plan and draft Rate Structure.

Methodology

 R3 will work with City staff to schedule, announce, program, and conduct two (2) public workshops (in facilities provided by the City). These will be structured as public information forums during which R3 and other project staff will provide summaries of each of the draft Zero Waste Plan and the draft Rate Structure via handouts and presentations, and the provide attendees with the opportunity to provide feedback and comments. The specifics of scheduling and programming each will be established with the City during Task 3.1.

 Based on our experience with public workshops such as these, we suggest that the two (2) public workshops be inclusive of both residential and commercial customers, scheduled on distinctly different days and times to allow for diverse participation. We also suggest that announcements be provided to all solid waste customers via a bill insert or other mechanism at least four (4) weeks in advance of the meetings.

Task 3.2 Deliverable

 Conduct and lead two (2) public workshops.

Project Team Responsibilities

 Provide draft presentation materials to the City for review, four weeks in advance of the scheduled workshops; and

 Work with staff to schedule, announce, program and conduct the workshops.

City Responsibilities

 Provide feedback regarding the schedule and program for the workshops a minimum of two (2) weeks prior to the workshops;

 Provide the venue for the workshops; and

 Arrange for design, printing and distribution of announcements for the public workshops.

Task 3.3 Environmental Quality Committee Review of Draft Zero Waste Plan, Rate Structure and Proposed Rates

Objective

 Provide the City’s Environmental Quality Committee (EQC) with the opportunity to learn about and provide feedback on the draft Zero Waste Plan and draft Rate Structure.
Task 3.5  Prepare Responses to Comments, Make Revisions and Finalize the Zero Waste Plan and Rate Structure

Objective
Address comments raised during public workshops and EQC meeting by providing written responses to those comments, making revisions to the draft Zero Waste Plan and Rate Structure as appropriate, and finalize both.

Methodology
As comments are raised during the public workshops and EQC meeting, R3 will document them in the form of a matrix. R3 will discuss each of the comments (or categories of comments, in the case of similar comments) with City staff, and will discuss whether (and what) revisions to the draft Zero Waste Plan and Rate Structure can address those comments. When revisions can be made that address the comments, those revisions be noted in the responses. If revisions to draft Zero Waste Plan and Rate Structure cannot address the comments, responses to those comments will describe why they cannot be addressed.

Task 3.5 Deliverables
- Matrix of comments received during public workshops and EQC meeting, including responses to those comments; and
- Final Zero Waste Plan and Rate Structure for final EQC and City Council consideration.

Project Team Responsibilities
- Document and categorize comments in the matrix;
- Discuss comments (or comment categories) with City staff, and responses to each during a conference call;
- Based on feedback from City staff, make appropriate revisions to Zero Waste Plan and Rate Structure and draft responses to all comments, and append the latter to the former as an appendix; and
- Provide City staff with the final Zero Waste Plan and Rate Structure, with the above noted appendix.

City Responsibilities
- Participate in conference call with R3 discussing responses to comments and potential revisions to the draft Zero Waste Plan and Rate Structure.

Task 3.6  Environmental Quality Committee Review of Final Zero Waste Plan, Rate Structure and Proposed Rates

Objective
Provide the City's Environmental Quality Committee (EQC) with the opportunity to review the final Zero Waste Plan and Rate Structure, review responses to comments, and recommend Council adoption.

Methodology
R3 will work with City staff to attend and make a presentation to the EQC. This presentation will be structured as a high level overview of the plan, further summarizing prior information
City of Menlo Park | Zero Waste Plan, Rate Structure Analysis and Revision, and Consultation as Needed

- Make adjustments to the Zero Waste Plan and Rate Structure as necessary based on feedback from the Council.

City Responsibilities

- Provide R3 with the date and time of the study session schedule a minimum of two (2) months prior to the study session;
- Provide feedback regarding the presentation materials for the meeting a minimum of four weeks prior to the study session for the first round and two (2) weeks prior for any final adjustments; and
- Discuss and provide direction to R3 regarding necessary adjustments to the Zero Waste Plan and Rate Structure subsequent to the Study Session.

Task 3.8 Council Adoption of Final Zero Waste Plan, Rate Structure and Proposed Rates

Objective

Recommend City Council adoption of the final Zero Waste Plan and Rate Structure.

Methodology

R3 will work with City staff draft the staff report and presentation for the Council meeting, and will make the presentation to the City Council recommending adoption of the final Zero Waste Plan and Rate Structure. The presentation will provide a brief overview of the complete project to date.

Task 3.8 Deliverable

- Prepare study session staff report and make presentation to the City Council.

Project Team Responsibilities

- Draft staff report and revised reports, tables, rates, projections as needed following first City Council review;
- Provide the above to the City four weeks prior to the meeting scheduled for Council adoption of the Zero Waste Plan and Rate Structure;
- Make final adjustments to the presentation materials one week prior to the meeting, if needed; and
- Make the presentation during meeting and recommend Council adoption.

City Responsibilities

- Provide R3 with the date and time of the study session schedule a minimum of one (1) month prior to the adoption meeting; and
- Provide feedback regarding the presentation materials for the meeting a minimum of four (4) weeks prior to the study session for the first round and two (2) weeks prior for any final adjustments.
<table>
<thead>
<tr>
<th>Task</th>
<th>Anticipated Start Date (or Week of Meeting, If Bold)</th>
<th>Draft Deliverable Milestone</th>
<th>Anticipated Completion Date</th>
<th>City Review/Response Period</th>
<th>Anticipated City Completion Date</th>
<th>Final Deliverable Milestone</th>
<th>Anticipated Completion Date</th>
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<tbody>
<tr>
<td><strong>0 Kickoff and Coordination Meetings</strong></td>
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<td></td>
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<tr>
<td>0.1 Project Preparation and Data Request</td>
<td>June 27, 2016</td>
<td>Data Request</td>
<td>July 4, 2016</td>
<td>4 Weeks</td>
<td>August 1, 2016</td>
<td>NA</td>
<td>NA</td>
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<td>0.2 Kickoff Meeting with City Staff</td>
<td>July 5, 2016</td>
<td>Meeting Week of July 5, 2016</td>
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<tr>
<td>0.3 Coordination with City, SBWMA and Recology Staff</td>
<td>TBD</td>
<td>2 Meetings During Project Term</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td><strong>1 Zero Waste Plan</strong></td>
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<tr>
<td>1.1 Workshops and Meetings</td>
<td>September 19, 2016</td>
<td>Meeting Presentation and Materials</td>
<td>December 12, 2016</td>
<td>4 Weeks Prior to Each Workshop</td>
<td>2 Weeks Prior to Each Workshop</td>
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<td>NA</td>
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<tr>
<td>1.2 Review and Summarize Current Programs, etc.</td>
<td>August 1, 2016</td>
<td>Draft Memorandum</td>
<td>August 28, 2016</td>
<td>2 Weeks</td>
<td>September 12, 2016</td>
<td>Final Memorandum</td>
<td>September 26, 2016</td>
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<td>1.3 Service Opportunities Analysis</td>
<td>September 5, 2016</td>
<td>Draft Memorandum</td>
<td>October 3, 2016</td>
<td>2 Weeks</td>
<td>October 17, 2016</td>
<td>Final Memorandum</td>
<td>October 31, 2016</td>
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<td><strong>2 Rate Structure Analysis and Revision</strong></td>
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<tr>
<td>2.2 Develop Base &quot;Zero Waste Services Levels&quot; by Waste Stream and Sector</td>
<td>July 5, 2016</td>
<td>Draft Memorandum</td>
<td>September 26, 2016</td>
<td>2 Weeks</td>
<td>October 10, 2016</td>
<td>Final Memorandum</td>
<td>October 24, 2016</td>
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<tr>
<td>2.3 Develop Rate Structure and Proposed Rates (First Review)</td>
<td>October 24, 2016</td>
<td>First Draft Rate Structure &amp; Tables</td>
<td>November 21, 2016</td>
<td>2 Weeks</td>
<td>December 5, 2016</td>
<td>NA</td>
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<tr>
<td>2.3 Develop Rate Structure and Proposed Rates (Second Review)</td>
<td>December 5, 2016</td>
<td>Second Draft Rate Structure &amp; Tables</td>
<td>January 2, 2017</td>
<td>2 Weeks</td>
<td>January 16, 2017</td>
<td>Final Rate Structure &amp; Rate Tables</td>
<td>February 14, 2017</td>
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<tr>
<td><strong>3 Community Engagement</strong></td>
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<tr>
<td>3.1 Community Engagement Plan and Outreach Content</td>
<td>November 21, 2016</td>
<td>Draft Memorandum</td>
<td>December 5, 2016</td>
<td>4 Weeks</td>
<td>January 2, 2017</td>
<td>Final Memorandum</td>
<td>January 16, 2017</td>
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<tr>
<td>3.2 Public Workshops (One each for commercial and residential)</td>
<td>February 14, 2017</td>
<td>2 Public Workshops</td>
<td>March 14, 2017</td>
<td>4 Weeks Prior to Each Workshop</td>
<td>2 Weeks Prior to Each Workshop</td>
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<td>3.3 EOC Review of Draft Zero Waste Plan, Rate Structure, and Proposed Rates</td>
<td>April 11, 2017</td>
<td>Meeting Presentation and Materials</td>
<td>NA</td>
<td>4 Weeks Prior to Each Workshop</td>
<td>2 Weeks Prior to Each Workshop</td>
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<tr>
<td>3.4 Prepare Informational Update to City Council</td>
<td>April 18, 2017</td>
<td>Draft Informational Update</td>
<td>April 25, 2017</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>3.5 Prepare Responses to Comments and Finalize the Zero Waste Plan and Rate Structure</td>
<td>April 18, 2017</td>
<td>Draft Responses and Revisions</td>
<td>May 2, 2017</td>
<td>2 Weeks</td>
<td>May 16, 2017</td>
<td>Final Responses and Revisions</td>
<td>May 30, 2017</td>
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<tr>
<td>3.7 City Council Study Session Presentation and Staff Report</td>
<td>August 15, 2017</td>
<td>Draft Staff Report and Presentation Materials</td>
<td>NA</td>
<td>4 Weeks Prior to Meeting</td>
<td>3 Weeks Prior to Meeting</td>
<td>Final Staff Report and Presentation Materials</td>
<td>2 Weeks Prior to Meeting</td>
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<tr>
<td>3.8 Council Adoption of Final Zero Waste Plan, Rate Structure and Proposed Rates</td>
<td>October 3, 2017</td>
<td>Draft Staff Report and Presentation Materials</td>
<td>NA</td>
<td>4 Weeks Prior to Meeting</td>
<td>3 Weeks Prior to Meeting</td>
<td>Final Staff Report and Presentation Materials</td>
<td>2 Weeks Prior to Meeting</td>
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<td><strong>4 On-Call Services</strong></td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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</table>

At City's direction and at hourly rates per staff listed above.
Fees

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling $214,210. We have also included a 5% contingency for each task, totaling $10,711 across all tasks. The total not-to-exceed budget, including 5% contingency, is $224,921. Specific not-to-exceed amounts by task as well as projected hours and billable rates by staff are detailed in Table 6-1 below.

Our proposed budget includes all expenses and overhead. We are not proposing to mark-up subconsultants for this engagement, and billable rates listed for subconsultants are their direct billing rates. We are flexible about our approach and would welcome the opportunity to meet with City staff to refine our work tasks to assure that the project objectives are met within the City’s allocated budget.

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

Table 6-1
Project Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>R3 Consulting Group</th>
<th>Cascadia Consulting Group</th>
<th>Abbe and Associates</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Garth Schultz (Principal)</td>
<td>Richard Tagore-Erwin (Principal)</td>
<td>William Schoen (Principal)</td>
<td>David Pinter (Senior Analyst)</td>
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<tr>
<td>0 Kickoff and Coordination</td>
<td>$190</td>
<td>$190</td>
<td>$145</td>
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<td>64</td>
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<td>3 Community Engagement</td>
<td>72</td>
<td>28</td>
<td>41</td>
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<tr>
<td>4 On-Call Services</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>Total Hours</td>
<td>270</td>
<td>76</td>
<td>159</td>
<td>301</td>
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<tr>
<td>Total Cost</td>
<td>$51,300</td>
<td>$14,440</td>
<td>$30,210</td>
<td>$43,645</td>
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<tr>
<td>5% Contingency</td>
<td>$10,711</td>
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Total Not-to-Exceed Cost with 5% Contingency $224,921
# References

<table>
<thead>
<tr>
<th>City of Visalia</th>
<th>R3 Consulting Group, Inc.</th>
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</thead>
<tbody>
<tr>
<td><strong>Project Name:</strong></td>
<td>Collection System Optimization Study and Rate Model</td>
</tr>
<tr>
<td><strong>Project Location:</strong></td>
<td>Visalia, CA</td>
</tr>
<tr>
<td><strong>Client Name:</strong></td>
<td>City of Visalia / Earl Nielsen</td>
</tr>
<tr>
<td><strong>Client Number:</strong></td>
<td>(559) 713-4533</td>
</tr>
<tr>
<td><strong>Client Email:</strong></td>
<td><a href="mailto:enielsen@ci.visalia.ca.us">enielsen@ci.visalia.ca.us</a></td>
</tr>
<tr>
<td><strong>Project Role of Reference:</strong></td>
<td>Public Works Director</td>
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</table>

<table>
<thead>
<tr>
<th>Marin County Hazardous &amp; Solid Waste Joint Powers Authority (Zero Waste Marin)</th>
<th>R3 Consulting Group, Inc.</th>
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<tbody>
<tr>
<td><strong>Project Name:</strong></td>
<td>Zero Waste Planning &amp; Implementation</td>
</tr>
<tr>
<td><strong>Project Location:</strong></td>
<td>San Rafael, CA</td>
</tr>
<tr>
<td><strong>Client Name:</strong></td>
<td>Zero Waste Marin / Michael Frost</td>
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<tr>
<td><strong>Client Number:</strong></td>
<td>(415) 499-3725</td>
</tr>
<tr>
<td><strong>Client Email:</strong></td>
<td><a href="mailto:mfrost@co.marin.ca.us">mfrost@co.marin.ca.us</a></td>
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<tr>
<td><strong>Project Role of Reference:</strong></td>
<td>Deputy Director, Public Works</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>South Bay Waste Management Authority (RethinkWaste) – R3 Consulting Group, Inc. and Abbe &amp; Associates, LLC</th>
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<tbody>
<tr>
<td><strong>Project Name(s):</strong></td>
</tr>
<tr>
<td><strong>Project Location:</strong></td>
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<tr>
<td><strong>Client Name(s):</strong></td>
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<td><strong>Client Email:</strong></td>
</tr>
<tr>
<td><strong>Project Role of Reference(s):</strong></td>
</tr>
</tbody>
</table>
EXHIBIT "B" - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
Project Manager: Heather Abrams

Department: City Manager's Office  Date: 6/20/2016

☐ Attest Only  ☐ Time Sensitive  ■ New Agreement  ☐ Amendment

First Party: R3 Consulting Group, Inc.

Title: Zero Waste Plan Consultation as Needed

Purpose:
Zero Waste Plan, Rate Structure Analysis and Revision, and Consultation as needed
Rate structure analysis is funded by 753-206-03-5514, approved by City Council on February 9, 2016 and June 21, 2016.

<table>
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<th>Agreement Amount: $225,000</th>
<th>Begin Date: 6/22/2016</th>
<th>End Date: 7/1/2018</th>
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<td>Funding Information: 753 20101 25044 5514</td>
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<td>Required Approval: ☐ Department  ■ City Manager  ☐ City Council</td>
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☐ Language Modifications  ☐ Approved by City Attorney

Summary of Modifications:

Attachments:
■ Three (3) Agreements
■ Staff Report
☐ Prior Agreement/Amendments(s) for reference
☐ Other

Approval:

__________________________
Supervisor

__________________________
Department Head

__________________________
Budget/Finance

__________________________
Assistant Director or Manager
City Attorney