



REQUEST FOR PROPOSALS

FOR

SB 1383 ROUTE MONITORING ASSISTANCE

ISSUED: JUNE 1, 2023

PROPOSALS DUE: JUNE 30, 2023

I. INTRODUCTION AND BACKGROUND

The Central Contra Costa Solid Waste Authority (RecycleSmart) is a local government joint powers authority whose jurisdiction includes: Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek, and surrounding unincorporated Central Contra Costa County.

RecycleSmart is responsible for managing the solid waste programs for its six member agencies, including developing and implementing programs that enable its member agencies to meet or exceed the State-mandated goals of reducing and recycling solid waste. RecycleSmart has a franchise agreement with Republic Services for the collection, transfer, and disposal or processing of residential and commercial solid waste (organics and landfill) and for the collection of all recyclables. Processing and sales of recyclables is franchised with Mt. Diablo Resource Recovery. Republic Services uses the Recyclist software to track commercial and multifamily account activity.

RecycleSmart is seeking proposers who have demonstrated experience in cart tagging, coordinating data, software, data analysis and communication with multiple stakeholders including business owners, the franchised hauler and the public. The successful respondent to this RFP shall demonstrate that they have the appropriate professional and technical background, as well as access to adequate resources to fulfill the stated scope of services and timeline for completion.

In 2021, RecycleSmart developed a SB 1383 Route Review Protocol (Protocol) and tested the Protocol in the field. In 2022 the Protocol was refined based on field experience. We're sharing the Protocol here to ensure all potential respondents have the same understanding of our efforts in order to maintain a level playing field. Both the Protocol and the 2022 Project Report are attached to this Request for Proposal (RFP) as Attachments A and B. These attachments contain important information including the number of stops per route and per member agency, and lessons learned related to the stop selection, software, communication, and reporting.

CalRecycle reviewed and commented on the draft Protocol; the version found in Attachment A reflects their recommended edits and changes. CalRecycle comments included clarifying that there is no requirement in SB 1383 that bags be opened during monitoring and that the law does not allow for a certain percentage of allowable contamination.

While there are 69 routes in the service area, 15 routes were monitored in May 2023 (12 residential routes and three commercial routes). Thus, this project will require monitoring the 54 remaining routes. Project tasks include coordinating with Republic Services to select the stops along the routes that still need to be evaluated in 2023, use of the Recyclist Mobile App or similar technology to capture field work, follow up communication with commercial and multifamily accounts, analysis of findings and preparation of findings for inclusion in RecycleSmart's Implementation Record and a final project report.

RecycleSmart will provide the selected vendor with two kinds of tags: “oops tags” and “good job” tags. Both types of tags will be used at residential accounts while follow up email and/or phone communication will be used to convey findings to multifamily and commercial accounts if the vendor determines that leaving a cart tag will not successfully convey the educational messaging to a decision maker who can bring about behavior change.

II. OUTLINE SCOPE OF SERVICES

	Tasks
1.	Kickoff meeting with RecycleSmart staff to establish communication protocols and project timing. Development of the Project’s implementation plan and timeline.
2.	Field Work Preparation including identification of stops, upload of data into mobile software, review of cart tags, and sign NDA with Republic Services in order to access Recyclist.
3.	Field study
4.	Follow up communication with commercial and multifamily accounts
5.	Data Analysis / Conveyance of field work findings into the CCCSWA Implementation Record
6.	Final Project Report including recommendations for Protocol/program improvement and suggestions for education to generators to improve sorting behavior

III. REQUEST FOR PROPOSALS

Submittals to RecycleSmart are considered public information and will be available for public review upon request after the RFP process has concluded and CCCSWA Board of Directors has approved the selected vendor contract. RecycleSmart may, at its sole discretion, enter into contracts with multiple qualified proposers.

IV. ANTICIPATED PROJECT TIMELINE

	Action	Approximate Date
1.	Request for Proposal (RFP) issued	June 1, 2023
2.	Deadline for submission of Proposal to CCCSWA	June 30, 2023
3.	Reserve for interviews with proposers, if necessary	July 18 & 19, 2023
3.	Provider Services Agreement submitted for approval by the CCCSWA Board of Directors	July 27, 2023
4.	Work begins	September 5, 2023
5.	Field Work concludes	February 1, 2024
6.	Follow up communication with commercial and multifamily accounts	Align with field work

7.	Data Analysis / Conveyance of field work findings into the CCCSWA Implementation Record	To be conducted at the conclusion of the field /follow up communication
8.	Final Project Report including recommendations for Protocol improvement	February 28, 2024
9.	Project Concludes	March 15, 2024

V. EVALUATION CRITERIA

The main criterion in selecting a proposer is listed below.

- Proposer's qualifications and responsiveness to RFP.
- Understanding of SB 1383 and route monitoring /cart tagging experience.
- Project cost.

VI. AGENCY CONTACT

Questions regarding the RFP, or its process, require a written submittal to the attention of Judith Silver exclusively. Send questions to Judith@RecycleSmart.org by 5:00 p.m., June 15, 2023. All questions and responses will be shared with other proposers.

VII. PROPOSAL SUBMISSION DEADLINE

All proposals must be received no later than 5:00 p.m. on June 30, 2023. Late proposals will not be accepted. It is the responsibility of the proposer to ensure that the RFP responses are submitted in a timely manner.

VIII. SUBMITTAL INFORMATION

Proposals shall be submitted exclusively via electronic submittal. A PDF of the proposal shall be submitted to both Judith Silver at Judith@RecycleSmart.org and to David Krueger at David@RecycleSmart.org.

Review all elements of this RFP carefully. Proposals that do not adequately address the items requested may be considered non-responsive.

IX. REQUIRED INFORMATION

To be considered responsive to the RFP, your proposal must provide the following:

- A. Letter of Introduction.** Include background information on the company, company office location, company office phone number and company website. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to

perform services described in this RFP. Key personnel include owners, partners, managers, associates, subconsultants and other professional staff who will perform work and/or services on this project.

- B. Resumes.** Please provide resumes or biographies (one page limit per staff member) for key personnel (Project Manager designated as the primary point of contact with RecycleSmart, and field staff), and include designated role in the project.
- C. Previous Projects.** Provide relevant information on up to three (3) projects performed over the past three (3) years that are similar in scope or related to the services requested in this RFP. Include staff contacts and phone numbers for the companies/jurisdictions listed as past or current clients. and a project description. Please select projects that are most comparable to the services requested in this RFP.
- D. Costs.** Proposer must submit costs based on each task to be completed, including those recommended by the proposer. The proposer must submit an hourly fee schedule including expenses for all staff members who would be involved in the performance of the tasks outlined in this RFP. Please identify any work that will be subcontracted and include a list of the subcontractors' key personnel and hourly bill rates. In addition, please clearly identify sub-consultant costs (if any), travel expenses, markups and other pertinent costs.

It is anticipated that the project will cost \$50,000.

- E. Scope of Services.** Proposer should provide an approach which is generally consistent with the Protocol and consistent with tasks outlined in Section II of this RFP.
- F. Exceptions to CCCSWA Agreement.** Identify with specificity any exceptions Provider takes to CCCSWA's exemplar agreement, Attachment C, if any. CCCSWA does not intend to deviate from its exemplar form to the extent an exception is not clearly identified in the proposal.

X. PROPOSER'S COSTS

Any costs incurred by a proposer in the preparation of a response to this RFP are the sole responsibility of the proposer.

XI. EVALUATION OF PROPOSALS

The proposals will be evaluated by RecycleSmart staff and will be based on the Proposal Evaluation Criteria list of this RFP.

XII. ACCEPTANCE OR REJECTION OF PROPOSAL

RecycleSmart reserves all its rights and options including, without limitation:

- To accept or reject any portion of the proposal;
- To reject any and all proposals that fail to meet the requirements of this RFP;

- To accept proposals that are, in the judgment of the agency, in the best interest of the agency;
- To request clarification from any respondent;
- To reject any and all non-responsive proposals;
- To waive irregularities in any proposal that the agency may elect to waive;
- To reject all proposals without cause;
- To issue subsequent requests for new proposals; or,
- To take any action that the RecycleSmart Board of Directors determines to be in the best interests of RecycleSmart, its member agencies, residents, and businesses.

XIII. PROPOSAL PRESENTATIONS

Depending upon the responses to this RFP, RecycleSmart may elect to hold in person or web interviews/presentations July 18 and 19, 2023. However, the agency reserves the right to select a vendor(s) based on an evaluation of the written proposals received and references, thereby eliminating oral interviews.

XIV. AWARD OF CONTRACT

RecycleSmart reserves all its rights in this RFP process, including not selecting a provider through this process. No contract shall be awarded pursuant to this RFP except with the approval of the CCCSWA Board of Directors, in its sole discretion. Please review the Provider Services Agreement (Attachment C) and provide any concerns along with your proposal.

ATTACHMENTS

- A. RecycleSmart Route Contamination Monitoring Protocol
- B. RecycleSmart Route Review Project Report
- C. CCCSWA Provider Services Agreement

ATTACHMENT A



CONTAINER CONTAMINATION MONITORING PROTOCOL

1.0 OVERVIEW:

This methodology was developed to provide guidance on a Senate Bill (SB) 1383-compliant container contamination protocol. The goal of the methodology is to comply with the requirements of Section **18984.5** of the SB 1383 regulations. To comply with SB 1383, an adequate number of accounts on every collection route must be reviewed annually. The protocol outlines the visual inspections of the three service streams (organics, recycling and landfill) for each residential and commercial route including the tracking and reporting of findings. The reporting shall be done on or before October 1, 2022 (reporting period of January 1, 2022 through June 30, 2022). Then on or before August 1, 2023 and each year thereafter.

This methodology will be used to serve the entire RecycleSmart service area.

2.0 LID FLIP METHODOLOGY / CONTAMINATION PROTOCOL

The following sections describe the methodology to conduct the container contamination assessments, including coordination with Republic Services, and tracking and reporting.

2.1 ROUTE SELECTION

Three different methods were assessed for establishing an adequate number of accounts on every collection route that must be reviewed annually. The methods included looking at 8% of the accounts for each audit, looking at 2% of the accounts for each audit, and looking at containers at 25 accounts per route. Of the three different methods considered, RecycleSmart decided to inspect 25 accounts on each route. If the route review includes a Multi-Family Dwelling (MFD), the auditor will review all containers in one enclosure at that location regardless of how many enclosures there are. (See **Appendix A** for a complete list of routes.) **Table 1** shows the 68 routes by commodity type and the number of containers (e.g., 1,700) required for the full protocol.

Table 1. Number of Routes per Sector and Route Reviews

Type of Route	# of Landfill Routes	# of Recycling Routes	# of Organics Routes	Total # Routes Audited	# Containers Reviewed (includes all 3 streams) Per Year
Residential	16	16	17	49	1,225
Commercial	9	8	3	20	500

For the purpose of this protocol, a “Route” is defined as a unique route number, which is serviced 5 days a week for both commercial and residential sectors. For example, commercial route 502,

includes 1502 (Monday service), 2502 (Tuesday service), 3502 (Wednesday service), 4502 (Thursday service), and 5502 (Friday service). RecycleSmart will perform route reviews on 25 accounts (75 lid flips for all three commodities) for route 502 and will audit that route randomly once during the week.

2.2 PREPARATION

The methodology is based on a selection of accounts on the landfill routes and includes inspection of the recycling and organics containers at the same time for all accounts, even though for the commercial routes, the recycling and organics service days may be different. A list of residential and commercial landfill accounts will be obtained from Republic Services. The list of accounts will be divided among the field staff for each day that staff will be in the field.

Since the commercial accounts likely receive service on multiple service days that differ depending on the stream (e.g., recycling, organics), the field staff will note how many recycling and organics containers were available to be inspected in addition to the landfill container.

In order to equitably represent each member agency, population shall be taken into consideration when selecting the location of accounts for inspection. The Table below reflects the percent of population of each agency and the target number of accounts that should be selected from each member agency's service area to achieve this goal. **In order to meet the target number of accounts audited per service area listed in Table 2, it may be necessary to audit more than 25 accounts on a route.** Routes requiring extra accounts to be audited will be identified in the account selection process, and will be verified with Republic Services. This will ensure that all member agencies are equitably represented in the route review data.

Table 2. Jurisdiction Equability

Member Agency	Population % of Service Area	Target # of accounts per service area
Danville	18.81%	324
Contra Costa County (Alamo, Blackhawk and Diablo, other pockets)	24.38%	421
Lafayette	10.87%	188
Moraga	7.21%	124
Orinda	8.17%	141
Walnut Creek	30.56%	527
Total	100.00%	1725

Recyclist does not contain residential accounts due to size of database, therefore only the selected residential accounts that will be audited will be uploaded. The selected residential accounts along

with the selected commercial accounts will be entered into the Recyclist Mobile App for use by field staff. RecycleSmart staff or the selected consulting firm will work closely with Republic Services to review the route information (e.g. contact information, service level data) associated with the selected accounts on each route. Field staff will use the Recyclist App to input all information necessary for the annual reporting as defined in **Section 18984.6, 18994.2 and 18995.1.**

In advance of the field work, RecycleSmart will notify the Republic Services customer service team, the relevant police departments, and any others who may receive an inquiry regarding the field work. Field staff will carry a letter from RecycleSmart (**Appendix B**) explaining the project and including RecycleSmart contact information. The field staff lead will contact Republic Services directly when the lid flip assessments begin and end each day so drivers are aware and attempt to not service containers until the field staff is no longer in the neighborhood.

All outreach information will be gathered, protocols reviewed, and a meeting with the field staff will be conducted prior to heading into the field.

2.3 PROJECT ACTIONS

- Confirm all contractors conducting field work meet insurance requirements and provisions, and provide a valid certificate of insurance and the required endorsements.
- Confirm contamination oops tags are printed and available for use.
- Republic Services to email Recyclist with selected residential account information for upload into the Recyclist database. This step needs to be done separately, because Recyclist does not contain residential data.
- Republic Services to tag the residential and commercial accounts in Recyclist including the date of the audit.
- Republic Services to provide field staff lead with residential and commercial routes, addresses, service levels and service days.
- Republic Services to provide field staff with universal keys.
- RecycleSmart to notify Republic Service's customer service team, all Member Agency police departments and liaisons, and any others who may receive an inquiry about the field work.
- Field staff lead to collect materials for outreach: safety vest, clip board, flashlights/head lamps, oops tags and twist ties.
- Field staff lead to supply Personal Protective Equipment (PPE) for field staff including gloves, mask and safety glasses (optional).
- Field Staff lead to confirm that route maps and start/ending locations are clearly outlined for field staff.
- Field Staff lead to print out audit letter and tracking sheets for each day in field (as a back-up in case Recyclist App is not working).

3.0 FIELD WORK

Field staff will arrive to their designated neighborhood(s) an hour or two prior to the collection truck. For the commercial accounts, consider auditing the night before service since the commercial recycling route starts at 3:30am. Field staff will have the appropriate PPE, flashlights/head lamps,

clipboards and other potential field supplies. They will also have in hand the universal key from Republic Services, printed copies of the oops tags (including twist ties), list of residential and commercial route information, the audit letter, and printed tracking sheets as a back-up.

The field staff will conduct container contamination assessments of all three streams (landfill, recycling and organics) to observe acceptable and non-acceptable materials, which are outlined below. Field staff will perform a hybrid approach for contamination observation looking at all containers to see if there is incompatible material, but also identifying specific items that RecycleSmart and Republic Services may be concerned about, such as hazardous materials (batteries, diapers, etc.). The route reviews will be conducted on the following dates and on the following routes:

- **Insert date/week**
 - o Commercial route number xx (Monday) in the City of xx
 - o Commercial route number xx (Tuesday) in the City of xx
 - o Commercial route number xx (Wednesday) in the City of xx
 - o Commercial route number xx (Thursday) in the City of xx
 - o Commercial route number xx (Friday) in the City of xx

 - o Residential route number xx (Monday) in the City of xx
 - o Residential route number xx (Tuesday) in the City of xx
 - o Residential route number xx (Wednesday) in the City of xx
 - o Residential route number xx (Thursday) in the City of xx
 - o Residential route number xx (Friday) in the City of xx

Table 3 highlights the estimated number of accounts and container contamination assessments that will be performed.

Table 3. Estimated Accounts and Lid Flips

Location	# of Routes	Number of Accounts Audited for each Sector (25 accounts each route)	Number of Container Contamination Assessments Per Day (all 3 commodities - Landfill, Recycling and Organics)	Total Number of Days for Container Contamination Assessments
Residential	49	1,225	4 routes per day (100 accounts) All 3 commodities (300 total lid flips)	4
Commercial	20	500	4 routes per day (100 accounts) All 3 commodities (300 total lid flips)	2
Total	69	1,725		6

During the inspection, field staff will record the following information for each business or residence for each stream in the Recyclist app.

- Name on account
- Address of residence or commercial account
- Route number
- The date of route review
- Number of containers, container sizes and container types on the curb
- If there is unusual or extreme contamination in a container, the hauler will be contacted
- Record if the container has prohibited contaminants, no prohibited contaminants, is empty, or not set out.
- Record if a 'Good Job' tag is left for up to three containers per set out.
- Acceptable materials include:
 - o **Organics:** fruit and pits, vegetables, cooked and raw meat, bones, cooked food/leftovers, grains/nuts, dairy, eggshells, coffee grounds and paper filters, tea bags and leaves, food-soiled paper (e.g. pizza boxes, paper towels, uncoated paper plates), bamboo and chop sticks, grass, weeds, leaves, hay and straw, plant and flower trimmings, wood chips, cacti, small branches, clean wood – small pieces of natural (unpainted/treated/no metal) wood, woody shrubs (all wood must be 4 feet or less in length and 6 inches in diameter), and BPI-certified compostable bags.
 - o **Recyclables:** paperback books, telephone books, paper bags, tissue paper (gift type), paper gift wrap (nonmetallic or glitter), paper tubes, glossy paper, clean cardboard, paper boxes, clean office paper, newspaper, catalogs, clean paper egg cartons, paper envelopes (window ok), shredded paper contained in clear or paper bag, glass bottles/containers, clean aluminum and empty aerosol cans, clean pots and pans, cookie sheets, pie pans, metal pet food cans, plastic containers #1-#7, water bottles, bottles and jugs, bundled plastic bags, plastic 5-gallon buckets, plastic laundry hampers and small solid plastic toys (no mix of materials).
 - o **Landfill:** Black bags, paper milk cartons, paper ice cream cartons, Tetra-Pak cartons, coated food-related paper containers, ALL "Compostable" and "Biodegradable" plastics (except BPI-certified compostable bags, which can go in organics), to-go drink cups and lid, paper coffee cups, juice pouches, soft plastic packaging (e.g. chip bags and snack packaging), plastic envelopes, padded envelopes, Polystyrene, meat trays, peanuts, tempered glass – windows, mirrors, stone dishware, binders, animal waste, contaminated paper, diapers, feminine products, fireplace ash, hoses, drip/irrigation tubing, wrappers, "crunchy" plastic bags, laminated items, leather, textiles, rope, photos, straws, all single use utensils, most toys, toy packaging with mixed materials
 - o **Special Handling (should not be in any container):** treated wood waste, batteries (all types), e-materials, fluorescent lamps, paint and other hazardous materials, obvious C&D materials including dirt, concrete, rock, insulation, etc. Medications, sharps (needles), usable textiles, bulky and large items, furniture, large scrap metal, wood pallet

- If the container contains **any** unacceptable material, an oops tag will be left such that up to three oops tags per account may be left.
- If a container contains bagged materials, field staff will not open bags, but will do their best to accurately identify acceptable and non-acceptable materials. Staff will only look at the top portion of the container and will not sift through the container, remove any contents or take pictures of anything in residential containers.
 - In the case that all materials available for auditing are bagged field staff will carefully open the top bag to assess container contents.
- For commercial accounts, follow up may also include phone or email communication to the account contact, as oops tags left on containers may not reach the individuals who can influence upstream behavior.

3.1 MEASURING CONTAMINATION

A description of the jurisdiction's process for determining the level of container contamination is required by **Section 18984.6** (recordkeeping requirements for container contamination minimization). RecycleSmart and its contractors will follow the outlined process below in order to determine the level of contamination in the container.

Field staff will note the presence of prohibited contaminants in the container by quadrant (i.e., looking from the top down and visually separating the container contents in four sections), and then assess the entire material observed. Staff will make assumptions that the material in the bottom of the container that cannot be seen is the same as the representative material at the top. Field staff will use the Recyclist app to note the percentage of prohibited contaminants material-by-material type (e.g., food, recycling, other organics, landfill).

According to **Article 1 (Section 18982 Definitions)**, prohibited container contaminants means any of the following.

- (A) Non-organic waste placed in a green container that is part of an organic waste collection service provided pursuant to Section 18984.1, 18984.2 and 18984.3.
- (B) Organic wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the green container that is part of an organic waste collection service provided pursuant to Section 18984.1 or 18984.2.
- (C) Organic wastes, placed in a gray [or black] container (in the RecycleSmart service area, landfill carts are black, landfill dumpsters are gray), that pursuant to Section 18984.1 or 18984.2 were intended to be collected separately in the green container or blue container.
- (D) Organic wastes placed in the blue container shall be considered prohibited container contaminants when those wastes were specifically identified in this chapter or through a local ordinance for collection in the green container for recovery. Paper products, printing and writing paper, wood and dry lumber¹ may be considered acceptable and not considered prohibited container contaminants if they are placed in the blue container.

¹ Wood and dry lumber are not accepted in blue container in this service area.

The above will be used when identifying prohibited contaminants in the containers. Please refer to **Appendix C**, which describes the Republic Services contamination protocol; their contamination observations and actions are independent of this protocol.

Education Feedback

1. **Field staff will leave an oops tag if any container contains any prohibited contaminants**, or if specific items identified on the oops tag are observed.
2. For applicable commercial and multifamily accounts, . field staff will also use phone and email follow up to communicate contamination found while monitoring.

3.1.2 REPORTING

The data gathered from each residential and commercial container contamination assessment will be uploaded to Recyclist by field staff. The Recyclist software application allows users to enter the specific details listed in Section 3.0 above as well as additional notes. This data will be used in the program analysis and included in the final report. Additionally, this information will become part of the Implementation Record and be used for annual reporting to CalRecycle.

Republic Services will run a report after container contamination assessments are complete to highlight the number of accounts that were audited, the outcome from these assessments (e.g., number of accounts that received oops tags) and other details highlighted in Section 2.4 for RecycleSmart to include in the implementation record. Details can be found in **Appendix D** for the Implementation Record Report.

Appendix A

RecycleSmart Routes

Sector	Collection Truck Type	Commodity	# Routes	# Stops/day	Number of collection days per week	# Stops / week per route	# Stops / week for all routes	% of stops per week	Performance Evaluation SB 1383 Measurement- Number of container reviews for all routes	Performance Evaluation SB 1383 Measurement per route
Residential										
Residential	Side-Load / Curatto	Trash	13	1100	5	5500	71500	96%	325	25
Residential	Burro	Trash	3	200	5	1000	3000	4%	75	25
Subtotal Residential Trash			16				74500		400	50
Residential	Side-Load / Curatto	Recycle	13	1100	5	5500	71500	96%	325	25
Residential	Burro	Recycle	3	200	5	1000	3000	4%	75	25
Subtotal Residential Recycle			16				74500		400	50
Residential	Side-Load / Curatto	Organics	14	1100	5	5500	77000	96%	350	25
Residential	Burro	Organics	3	200	5	1000	3000	4%	75	25
Subtotal Residential Organics			17				80000		425	50
Commercial										
Commercial	Cart / RL / Combo	Trash	2	400	6	2400	4800	48%	50	25
Commercial	Front-Load	Trash	7	125	6	750	5250	52%	175	25
Subtotal Commercial Trash			9				10050		225	50
Commercial	Cart / RL / Combo	Recycle	2	1100	6	6600	13200	78%	50	25
Commercial	Front-Load	Recycle	6	125	6	750	3750	22%	150	25
Subtotal Commercial Recycle			7				16950		175	50
Commercial	Cart / RL / Combo	Organics	1	200	5	1000	1000	44%	25	25
Commercial	Cart / RL / Combo	Food Waste	2	125	5	625	1250	56%	50	25
Subtotal Commercial Organics			3				2250		75	50
Total			69				258250		1700	300

Appendix B - Field Letter



January 2022

RecycleSmart is in your neighborhood today looking in your containers².

Who is RecycleSmart?

RecycleSmart is a government Joint Powers Authority (JPA) whose Member Agencies include the Cities and Towns of Orinda, Lafayette, Moraga, Walnut Creek, Danville and certain communities in unincorporated Central Contra Costa County (Alamo, Blackhawk, Diablo). RecycleSmart manages the Franchise Agreement with Republic Services for the collection of residential, multi-family and commercial organics, recycling and landfill materials, and with Mt. Diablo Resource Recovery for the processing of recyclable materials. For more information about RecycleSmart, visit recyclesmart.org.

Why is RecycleSmart looking in my containers?

A new state law Senate Bill (SB) 1383 requires that every city, town and county conduct annual route audits to monitor contamination, including the proper sorting of organics (food scraps, yard trimmings and food soiled paper) from landfill, and provide education and outreach to residents. Organics make up over one-third of material going to local landfills and contribute to global climate change. For more information about SB 1383 visit RecycleSmart.org/1383.

Who is SCS Engineers?

SCS Engineers is helping RecycleSmart conduct required SB 1383 container audits.

What will happen if I put something in the wrong cart?

If you put something in the wrong container, our team will leave a "container tag" explaining what materials or contamination was discovered, and tips for proper sorting. Note: *Republic Services does not have to service contaminated container. If your container is not serviced due to contamination found by a Republic Services driver, call Republic Services at (925) 685-4711.*

Who should I contact with additional questions?

Visit RecycleSmart online at RecycleSmart.org or call (925) 906-1801.

If your container(s) were not serviced due to contamination, contact Republic Services at (925) 685-4711.

1850 MT DIABLO BLVD, SUITE 320 W A L N U T C R E E K C A 94596 (925) 906-1801 F A X 925-906-1805
R E C Y C L E S M A R T . O R G

² Your local police department is aware that RecycleSmart is conducting these audits as required by state law.

Appendix C

Republic Services Contamination Monitoring Protocol

Republic Services requires their drivers to report severe contamination in the recycling or green waste containers before or after serviced as appropriate. The following protocol is used when identifying contamination in the bins and is performed on a daily basis.

1. If driver sees 25% or greater of contamination in container before they empty the container, they will place a yellow oops tag with the issue on the appropriate container (may use a twist tie to keep it on container).
2. The driver will take a photo with their phone and send picture to dispatch. Dispatch uploads picture to the customer account in InfoPro. For commercial/MFD accounts, Republic Services customer service will send a picture to the customer if necessary. If it is a repeat customer, dispatch will try to call customer, especially if commercial.
3. If contamination is seen after the bin has been tipped into the truck, Republic Services will let dispatch know, and they will put note on the account. If it is a regular driver who knows the account and can confirm it is a problem customer, the driver will leave a tag on the bin, even after the material has been dumped.
4. The customer has two options when Republic Services has left a contaminated bin unserviced: (A) the customer can remove the contamination and have Republic Services service the container the following week at no cost, or (B) the customer can remove the contamination and request for Republic Services to come back for a fee.
5. If a Republic Services driver has disposed of material from an account due to observing prohibited contaminants in the container (e.g. recycling that is landfilled due to contaminants), Republic Service will need to document and provide information to RecycleSmart for reporting purposes.

Appendix D

Implementation Form

Implementation Record Requirements	Description or Data	File Location	Regulatory Reference
A description of the jurisdiction's process for determining the level of container contamination.			14 CCR Section 18995.2 (f)(4) 14 CCR Section 18984.6 (a)(1)
If applicable, documentation of waste evaluations performed, including information on targeted route reviews conducted as a result of the studies. The documentation shall at a minimum include dates of the studies, the location of the solid waste facility where the study was performed, routes, source sector (e.g. commercial or residential), number of samples, weights and ratio of prohibited container contaminants and total sample size.			14 CCR Section 18995.2 (f)(4) 14 CCR Section 18984.6 (a)(3)
Copies of all notices issued to generators with prohibited container contaminants.			14 CCR Section 18995.2 (f)(4) 14 CCR Section 18984.6 (a)(3)
Documentation of the number of containers where the contents were disposed due to observation of prohibited container contaminants.			14 CCR Section 18995.2 (f)(4) 14 CCR Section 18984.6
Copies of all documentation of route reviews.			14 CCR Section 18995.2 (f)(4) 14 CCR Section 18984.6 (a)(5) 14 CCR Section 18995.1 (d)
Copies of all enforcement actions (related to route reviews) required by 14 CCR Section 18995.4 of this chapter, including Notices of Violation and penalty orders.			14 CCR Section 18995.2 (f)(4) 14 CCR 18995.1 (d)(2)
A list of the date(s) that the jurisdiction determined an entity complied with a Notice of Violation and the evidence that supports that compliance determination.			14 CCR Section 18995.2 (f)(4) 14 CCR 18995.1 (d)(3)
Copies of notices and educational material provided as required by this section.			14 CCR Section 18995.2 (f)(4) 14 CCR 18995.1 (d)(4)

RecycleSmart Route Review Lid Flip Methodology
March 30, 2022
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[illegible]

Route Review Requirements	Regulatory References
A contractor will provide a written certification for each inspection submission that the inspection is conducted by the engineer, design engineer or duly authorized person in the following manner:	
1) Identifying information to be subject to inspection of the maximum, minimum or compliance review, not to be limited to the maximum or minimum of all or part of	
2) The date on which the inspection review is to be conducted	16 CFR Part 1000.11
3) The person or persons who conducted the review	
4) The inspection findings and conclusions of the engineer, design engineer or duly authorized person on the review	
5) Any statement of concern supporting the findings of the review, whether or not included in the report	
6) Details, error codes or codes used to identify a description of the violations of the rule identified in the review where published information is not available to the public	

Assistance Section (OPTIONAL)		
(Provided below are options to help to organize non-identifying details and are not required to be maintained in the system/assessment record.)		
Route Review Documentation	Description or Data	File Location
Route Name		
Is this a "Targeted Route Review" in relation to Customer Complaint(s)? (Y/N/W)		
Person(s) Conducting Route Review		
Delivered Routes Overloaded		
Unusable or Other Route Issue		
Demands on Route Exceeds Loadability		
Number of Customers Requested Due to Presence of Customer Complaint(s)		
Findings regarding compliance, including any process of violation or otherwise (include the complaint)		
Any subsequent action regarding the findings, review, and/or appeal (include supporting and appeal records)		

[illegible]

ATTACHMENT B



FINAL REPORT

RecycleSmart Container Contamination Monitoring

RecycleSmart
1850 Mt. Diablo Blvd. #320
Walnut Creek, CA 94596
925-906-1801

SCS ENGINEERS

01221256.01 | February 13, 2023

4683 Chabot Drive, Suite 200
Pleasanton, CA 94588
925-426-0080

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1.0 EXECUTIVE SUMMARY

The Central Contra Costa Waste Authority (RecycleSmart) develops and delivers high quality cost effective solid waste reduction, recycling and refuse programs that provide and promote sustainability to the community. RecycleSmart selected SCS Engineers (SCS) to conduct route reviews for the container contamination monitoring program (Program) to comply with Senate Bill (SB) 1383. The goals of the Program are to visually inspect organics, recycling, and landfill containers, to communicate instances of contamination to generators, and to prepare the appropriate data for the CalRecycle Electronic Annual Report.

SB 1383 defines a route review as a visual inspection of containers along a hauler route in order to assess container contamination. Every hauler route must be reviewed annually. Containers may be randomly selected along the route, and not every container on a route must be sampled. The route reviews performed by SCS comply with the requirements in the California Code of Regulations (CCR), Title 14, Division 7, Chapter 3, Article 6.2, and Section 18984.5, which includes measuring the prohibited container contaminants in all three streams (e.g., trash, recycling, and organics).

In February 2022, SCS developed a methodology for RecycleSmart to guide a SB 1383-compliant container contamination protocol. The draft methodology was circulated to CalRecycle for their input. This protocol was tested during a pilot program conducted in February 2022. The pilot program findings and lessons learned were applied to the remaining route reviews conducted in November 2022. For each route, 25 accounts were selected to be reviewed. Additional addresses were included in case containers were not set out. Containers that are inaccessible to the field staff during inspection are marked as not set out to quantify the participation in the waste programs.

Collection containers were visually inspected for ten days during the February and November 2022 route reviews, including a total of 25 trash, 24 recycling, and 20 organics routes. The overall results showed that of the 2,026 containers inspected, 1,060 had prohibited contaminants in the containers (**Table 1**). Of the 52.3% of accounts found to have prohibited contaminants (containing the wrong materials), 47.3% had contamination levels at 10% or higher and received an Oops tag. We noted prohibited contaminants during the route reviews, and left an Oops tag for residential customers if it was more than 10% of what was observed in the container. Commercial customers with contaminated containers received an email and/or phone call to communicate contamination rather than a physical Oops Tag. This was done in order to communicate the contamination to the proper personnel. A total of 138 containers were empty upon inspection and 329 containers (out of the 2,026) were not set out, which reflects approximately 16.2% of the accounts viewed.

Table 1. Overall Contamination Monitoring Results

Material Type	Number of Containers	Prohibited Contaminants	No Prohibited Contaminants	Empty	No Set Out	Oops Tags Left Onsite	Great Job Tags Left Onsite
Garbage	683	528	50	34	71	353	50
Mixed Recycling	680	367	176	50	87	117	176
Mixed Organics	663	165	273	54	171	31	273
Total	2026	1060	499	138	329	501	499

During the November fieldwork, SCS staff learned additional lessons that could help RecycleSmart with the Program. The lessons learned include:

- Commercial routes do not always have all three waste streams available for visual inspections. This is due to the three streams having different service days and frequencies.
- Have a backup residential route ready in case a selected route truck arrives earlier than the field staff.
- A start time of 5:30 am or earlier is recommended to reach residential accounts before the route truck.
- For routes that cross multiple member agencies, select accounts such that each member agency is equitably represented rather than selecting the last 35 accounts on the route.
- Consider having one team that conducts visual inspections of commercial accounts and another for residential routes. The commercial field team can begin follow up communications that same day to ensure the materials set out are fresh on the responsible party's mind.

The following sections outline the methodology, results and recommendations from the route reviews performed.

2.0 METHODOLOGY

The goal of the route reviews is to comply with the requirements of Section **18984.5** of the SB 1383 regulations. The methodology (i.e., route review protocol) is based on a selection of landfill route accounts, and includes inspection of the recycling and organics containers at the same time, even though, for the commercial routes, the recycling and organics service may occur on a different day. A list of residential and commercial landfill accounts was obtained from Republic Services and placed in the Recyclist database for data collection during the study. These accounts were selected by choosing the last 35 accounts on the landfill routes to increase the likelihood that the containers were still full at the time of inspection.

In advance of the field work, RecycleSmart notified the Republic Services customer service team, relevant police departments and member agency liaisons regarding the field work. In addition, field staff carried a letter from RecycleSmart explaining the project that included RecycleSmart contact information. The field staff lead contacted Republic Services directly when the route reviews began and ended each day so drivers were aware and made an attempt to not service containers until the field staff was no longer in the area.

Field staff arrived to their designated neighborhood(s) an hour or two prior to the residential collection truck. The commercial recycling route starts at 3:30am, therefore the commercial visual audits were performed the day prior to their service day, which allowed field staff to view container contents prior to being serviced. The following protocols were followed:

- If the route review included a Multi-Family Dwelling (MFD) or commercial account with multiple bins or enclosures, the auditor reviewed all containers in one enclosure at that location regardless of how many enclosures were present.
- If unacceptable materials were viewed in the container, an Oops tag was left for the residential accounts with 10% or more contamination. Potentially up to three Oops tags per account were left if all three containers had unacceptable materials. This 10%

contamination threshold was used during the February pilot route reviews. In order to keep the 2022 data consistent and comparable, the same threshold was used for the November route reviews. For future route reviews, the methodology will transition to leaving Oops tags and conducting follow up outreach for any and all identified contamination levels.

- For commercial accounts with unacceptable materials, follow up included phone or email communication to the account contact, as an Oops tags left on the container may not reach the individuals who can influence upstream behavior.
- If a container's contents were bagged, field staff opened the top bag, and attempted to accurately identify acceptable and unacceptable materials. Staff viewed the top portion of the container only, and did not sift through the container, remove any contents, or take photographs of the container contents.

3.0 ROUTE SELECTION

RecycleSmart directed SCS to sample 25 accounts per route. Each Republic Services route has between 125 to 1,100 stops (See **Appendix A** for a complete list of routes). **Table 2** shows the number of routes for each sector by commodity type that were visually inspected between the pilot and November route reviews. During the February 2022 pilot, SCS field staff observed five commercial and five residential landfill routes, along with the associated recycling and organics routes, for a total of 30 routes audited. For the November route reviews, SCS field staff viewed eleven residential and four commercial landfill routes, along with the associated recycling and organics routes, for a total of 39 routes. **Appendix B** displays the number of containers audited each day for the landfill routes. Forty-nine residential and 20 commercial routes were audited for a total of 69 routes viewed in 2022. For every residential landfill route viewed, the corresponding recycling and organics routes were also viewed because they are serviced on the same day. There are more commercial landfill routes than recycling and organics routes. Therefore, by viewing every landfill route and also viewing the recycling and organics onsite, all commercial routes were covered. Routes were selected such that every route was reviewed between the February 2022 pilot and the November 2022 route reviews. A complete list of all 69 routes is provided in **Appendix A**.

Table 2. Total Number of Route Reviews by Sector (Pilot and November 2022)

Route Type	Number of Landfill Routes	Number of Recycling Routes	Number of Organics Routes	Total Number of Routes
Residential	16	16	17	49
Commercial	9	8	3	20
TOTAL	25	24	20	69

3.1 EQUITABLE ACCOUNT SELECTION

RecycleSmart oversees solid waste services for six member agencies, including the unincorporated areas within Central County. In order to equally represent each member agency, population was taken into consideration when selecting the location of accounts for inspection. **Table 3** displays the population percentage of each jurisdiction and shows the difference in actual audited containers. For

unincorporated, audits were performed at 19.64% fewer containers than should have been. Percentage differences occurred due to routes that cross multiple member agencies. By requesting the last 35 accounts for each route to avoid operational conflicts with collection trucks, the accounts viewed occasionally did not correspond to the member agency that had been targeted for review. This contributed to the percent difference in unincorporated routes. In 2023, the strategy to select an equitable number of accounts based on each member agency's population will be refined.

Table 3. Jurisdiction Equability

Member Agency	Containers Audited (Pilot and Nov 2022)	Percent of Total Visits	Population % of Service Area	Difference
Danville	573	28.28%	18.81%	9.47%
Contra Costa County (Alamo, Blackhawk and Diablo)	96	4.74%	24.38%	-19.64%
Lafayette	387	19.10%	10.87%	8.24%
Moraga	161	7.95%	7.21%	0.74%
Orinda	183	9.03%	8.17%	0.86%
Walnut Creek	623	30.75%	30.56%	0.19%
No Address	3	0.15%	0.00%	0.15%
Total	2026	100.00%	100.00%	

3.2 CALRECYCLE EAR REPORTING

SB 1383 requires jurisdictions to conduct annual container contamination minimization observations. This can be completed through route reviews or periodic waste evaluations. RecycleSmart chose to conduct route reviews. **Table 4** provides the data required for CalRecycle reporting. The response is "True" for the route reviews, because they were performed. The response is "False" for the waste evaluations, because they were not performed. The Table displays the number of route reviews conducted and targeted outreach delivered to generators. The targeted outreach includes both the Oops tags left at residential accounts and the follow up outreach conducted for commercial accounts.

Table 4. CalRecycle EAR Reporting Data

Jurisdiction name	Route reviews	Number of routes audited for prohibited container contaminants	Waste evaluations	Number of notices, violations, or targeted education materials issued to generators
Contra Costa County (RecycleSmart)	TRUE	4	FALSE	22
Danville	TRUE	15	FALSE	172
Lafayette	TRUE	11	FALSE	98
Moraga	TRUE	6	FALSE	37
Orinda	TRUE	6	FALSE	36
Walnut Creek	TRUE	22	FALSE	136
Total:		69		501

4.0 OVERALL RESULTS

Table 5 highlights the number of containers audited by material category, if prohibited contaminants were found, if no prohibited contaminants were found, and if the container was empty or not set out. The results show that of the 2,026 total audited containers, 1,060 accounts had prohibited contaminants, 499 accounts had no prohibited contaminants, 138 containers were empty, and 329 containers were not set out.

Table 5. Overall Route Review Contamination Results

Material Type	Number of Containers	Prohibited Contaminants	No Prohibited Contaminants	Empty	No Set Out
Garbage	683	528	50	34	71
Mixed Recycling	680	367	176	50	87
Mixed Organics	663	165	273	54	171
Total	2026	1060	499	138	329

RecycleSmart developed “Oops” and “Great Job” outreach tags that were left on residential containers as educational feedback. The “Oops” tags were placed on containers where 10% contamination and higher was observed. The “Great Job” tags were left on containers that were free of contamination. **Table 6** highlights the total number of containers that received outreach tags by material type. The number of outreach tags includes commercial accounts that were contacted via phone call and/or email to communicate visual inspection results. The prohibited contaminants include accounts identified to have low (<10%) levels of contamination however these accounts did not receive an Oops Tag or Great Job Tag.

Table 6. Overall Number of Outreach Tags by Material

Material Type	Oops Tags	Great Job Tags
Garbage	353	50
Mixed Recycling	117	176
Mixed Organics	31	273
Total	501	499

Table 7 outlines the total number of containers that received outreach tags by sector type. After conducting the pilot study, SCS determined that using tags to communicate to commercial and multifamily accounts may not be the most effective way to provide feedback. SCS used the “Written Notice” check box in Recyclist to capture instances of follow up communication. This communication is included in the Table 7 Oops Tags column.

Table 7. Overall Number of Containers and Outreach Tags by Sector

Sector	Number of Containers	Oops Tags	Great Job Tags
Residential	1363	347	386
Multi-Family	160	30	30
Commercial	500	124	82
No Sector Type	3	0	1
Total	2026	501	499

Table 8 displays the number of containers audited in each member agency.

Table 8. Overall Number of Containers Audited and Oops Tags Left by Member Agency

Member Agency	Number of Containers Audited	Number of Oops Tags Left
City of Walnut Creek	623	136
Town of Moraga	161	37
Town of Danville	573	172
Contra Costa County (RecycleSmart)	96	22
City of Lafayette	387	98
City of Orinda	183	36
No Address	3	0
Total	2026	501

4.1 PILOT STUDY RESULTS

The February pilot study involved selecting 10 landfill routes and viewing all three material streams at each account. During the five-day pilot study, field staff viewed 784 containers, noting that 362 had prohibited contaminants, 198 had no prohibited contaminants, 83 were empty, and 141 were not set out. **Table 9** displays the route review results, and the number of outreach tags left onsite. Out of the 362 containers with prohibited contaminants, 116 received an Oops tag.

Table 9. Pilot Study Results

Material Type	Number of Containers	Prohibited Contaminants	No Prohibited Contaminants	Empty	No Set Out	Oops Tags Left Onsite	Great Job Tags Left Onsite
Garbage	266	200	27	14	25	75	27
Mixed Recycling	261	121	65	36	39	27	65
Mixed Organics	257	41	106	33	77	14	106
Total	784	362	198	83	141	116	198

4.2 NOVEMBER FIELD WORK RESULTS

The November route reviews involved auditing the remaining 15 landfill routes and observing all three commodities at each account. During the five days of field work, staff viewed 1242 containers, noting that 698 had prohibited contaminants, 301 had no prohibited contaminants, 55 were empty, and 188 were not set out for servicing. **Table 10** also displays the number of outreach tags left onsite. Out of the 698 containers with prohibited contaminants, 385 received an Oops tag for having contamination levels at or greater than 10%.

Table 10. November Route Review Results

Material Type	Number of Containers	Prohibited Contaminants	No Prohibited Contaminants	Empty	No Set Out	Oops Tags Left Onsite	Great Job Tags Left Onsite
Garbage	417	328	23	20	46	278	23
Mixed Recycling	419	246	111	14	48	90	111
Mixed Organics	406	124	167	21	94	17	167
Total	1242	698	301	55	188	385	301

4.3 OVERALL OBSERVATIONS

The SCS team observed sorting patterns of residential and commercial generators. For all sector types, the garbage stream was contaminated with recyclable containers, food scraps, and food soiled paper. The recycling stream had less contamination than the garbage stream; however, it had noticeable patterns as well. The main contaminants found in the recycling stream were nonrecyclable plastic film (other than plastic bags), polystyrene products, and paper towels. The organics stream was found to be the least contaminated. SCS identified that residents mainly used their organics containers for yard trimmings. Although the stream was less contaminated, it was

missing food scraps and food soiled paper. When contamination was found in the organics stream, it was frequently due to plastic bags and plastic clam shells being used for the disposal of food scraps. Targeted outreach on proper organics sorting that highlights the inclusion of food scraps and food soiled paper would help correct the organics contamination found in the garbage and recycling streams.

5.0 COMMERCIAL OUTREACH

After conducting the pilot study, SCS staff members noted that outreach tags left on commercial containers were unlikely to reach the responsible party. In order to notify the proper personnel, SCS followed up with phone calls and emails to communicate about instances of contamination. Using the data from the visual inspections, **Table 11** identifies a total of 105 commercial containers with 10% or more of prohibited contaminants in the various material types. This table also shows the forms of communication that were used, depending on the type of contact information supplied by Republic Services in the Recyclist database.

Table 11. Outreach Communications by Container Material Type

Material Type	Prohibited Contaminant Containers	Voicemail	Phone Call	Email	Unable to Contact	No Contact Info
Garbage	73	19	17	33	2	2
Mixed Recycling	28	7	5	15	1	0
Mixed Organics	4	2	0	2	0	0
Total	105	28	22	50	3	2

Each follow up communication was logged into Recyclist as a “route audit contamination follow-up” activity. The generators were generally receptive to the phone call or email they received. Many property managers for multi-family dwellings stated they were already working with their tenants on improving sorting, and the information provided was helpful in furthering their progress.

6.0 RECOMMENDATIONS

After completing the route reviews, SCS discussed the challenges faced by field staff and have developed the following recommendations for future route reviews:

- Target education outreach efforts on the organics stream and the inclusion of food waste and paper towels. This will help target the high levels of organics contamination in the garbage and recycling streams.
- Consider having one team that conducts visual inspections of commercial accounts and another for residential routes. Then the residential team can begin follow up communications that same day to ensure that the materials that were placed in the containers are fresh on the responsible party’s mind.
- Update methodology to include the follow up communication and outreach within the same day.
- When selecting the accounts from each route, obtain the entire route from Republic Services. For routes that cross multiple member agencies, selecting accounts from the entire route,

instead of selecting the last 35 accounts, will ensure that each member agency is equitably represented.

- When conducting follow up communications to commercial accounts, support staff need to be clear that outreach is being conducted on behalf of RecycleSmart.
- Consider having Republic Services staff members perform the commercial visual inspections at the same time that they conduct their annual technical assistance visit.

Appendix A

Routes

Includes all routes in the RecycleSmart Service Area

Number of Routes	Route #	Commodity	Type	Area	Sector Type
1	840	Landfill	Carts	WC / Alamo / Danville	Resi
2	841	Landfill	Carts	WC / Alamo / Danville	Resi
3	842	Landfill	Carts	WC / Alamo / Danville	Resi
4	843	Landfill	Carts	WC / Alamo / Danville	Resi
5	844	Landfill	Carts	WC / Alamo / Danville	Resi
6	845	Landfill	Carts	WC / Alamo / Danville	Resi
7	846	Landfill	Carts	WC / Alamo / Danville	Resi
8	847	Landfill	Carts	WC / Alamo / Danville	Resi
9	848	Landfill	Carts	WC / Alamo / Danville	Resi
10	850	Landfill	Carts	Lamorinda	Resi
11	851	Landfill	Carts	Lamorinda	Resi
12	852	Landfill	Carts	Lamorinda	Resi
13	853	Landfill	Carts	Lamorinda	Resi
14	860	Landfill	Carts	Burro - Lamorinda / WC	Resi
15	861	Landfill	Carts	Burro - Lamorinda / Alamo	Resi
16	862	Landfill	Carts	Burro - Danville / Diablo / Alamo / Lafayette / WC	Resi
17	240	Recycle	Carts	WC / Alamo / Danville	Resi
18	241	Recycle	Carts	WC / Alamo / Danville	Resi
19	242	Recycle	Carts	WC / Alamo / Danville	Resi
20	243	Recycle	Carts	WC / Alamo / Danville	Resi
21	244	Recycle	Carts	WC / Alamo / Danville	Resi
22	245	Recycle	Carts	WC / Alamo / Danville	Resi
23	246	Recycle	Carts	WC / Alamo / Danville	Resi
24	247	Recycle	Carts	WC / Alamo / Danville	Resi
25	248	Recycle	Carts	WC / Alamo / Danville	Resi
26	250	Recycle	Carts	Lamorinda	Resi
27	251	Recycle	Carts	Lamorinda	Resi
28	252	Recycle	Carts	Lamorinda	Resi
29	253	Recycle	Carts	Lamorinda	Resi
30	260	Recycle	Carts	Burro - Lamorinda / WC	Resi
31	261	Recycle	Carts	Burro - Lamorinda / Alamo	Resi
32	262	Recycle	Carts	Burro - Danville / Diablo / Alamo / Lafayette / WC	Resi
33	540	Organics	Carts	WC / Alamo / Danville	Resi
34	541	Organics	Carts	WC / Alamo / Danville	Resi
35	542	Organics	Carts	WC / Alamo / Danville	Resi
36	543	Organics	Carts	WC / Alamo / Danville	Resi
37	544	Organics	Carts	WC / Alamo / Danville	Resi
38	545	Organics	Carts	WC / Alamo / Danville	Resi
39	546	Organics	Carts	WC / Alamo / Danville	Resi

40	547	Organics	Carts	WC / Alamo / Danville	Resi
41	548	Organics	Carts	WC / Alamo / Danville	Resi
42	549	Organics	Carts	WC / Alamo / Danville	Resi
43	550	Organics	Carts	Lamorinda	Resi
44	551	Organics	Carts	Lamorinda	Resi
45	552	Organics	Carts	Lamorinda	Resi
46	553	Organics	Carts	Lamorinda	Resi
47	560	Organics	Carts	Burro - Lamorinda / WC	Resi
48	561	Organics	Carts	Burro - Lamorinda / Alamo	Resi
49	562	Organics	Carts	Burro - Danville / Diablo / Alamo / Lafayette / WC	Resi
50	902	Landfill	Front Load	WC	Com
51	903	Landfill	Front Load	WC / Alamo	Com
52	904	Landfill	Front Load	WC / Lafayette	Com
53	905	Landfill	Front Load	WC	Com
54	906	Landfill	Front Load	Danville / Blackhawk / Alamo	Com
55	907	Landfill	Front Load	WC	Com
56	908	Landfill	Front Load	Lamorinda	Com
57	640	Landfill	Rear Load	Lamorinda	Com
58	641	Landfill	Rear Load	WC / Danville / Blackhawk / Alamo	Com
59	752	Recycle	Front Load	WC / Lafayette	Com
60	772	Recycle	Front Load	WC	Com
61	774	Recycle	Front Load	Lamorinda	Com
62	775	Recycle	Front Load	Danville / Blackhawk / Alamo	Com
63	778	Recycle	Front Load	WC	Com
64	790	Recycle	Front Load	WC / Lafayette	Com
65	776	Recycle	Carts	WC / Lamorinda	Com
66	777	Recycle	Carts	WC / Danville / Blackhawk / Alamo	Com
67	773	Food Scraps	Cart / Front Load	Danville / Alamo / Blackhawk / WC	Com
68	781	Food Scraps	Cart / Front Load	Lamorinda / WC	Com
69	554	Organics	Carts	All	Com

Appendix B

Containers Audited by Landfill Route

Routes	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	2/7/2022	2/8/2022	2/9/2022	2/10/2022	2/11/2022	No Date
840	93	0	0	0	0	0	0	0	0	0	0
842	98	0	0	0	0	0	0	0	0	0	0
860	76	0	0	0	0	0	0	0	0	0	0
906	82	0	0	0	0	0	0	0	0	0	0
843	0	85	0	0	0	0	0	0	0	0	0
844	0	78	0	0	0	0	0	0	0	0	0
641	0	61	0	0	0	0	0	0	0	0	0
846	0	0	83	0	0	0	0	0	0	0	0
847	0	0	84	0	0	0	0	0	0	0	0
908	0	0	90	0	0	0	0	0	0	0	0
848	0	0	0	85	0	0	0	0	0	0	0
853	0	0	0	97	0	0	0	0	0	0	0
640	0	0	0	71	0	0	0	0	0	0	0
861	0	0	0	0	78	0	0	0	0	0	0
862	0	0	0	0	81	0	0	0	0	0	0
841	0	0	0	0	0	93	0	0	0	0	0
907	0	0	0	0	0	60	0	0	0	0	0
851	0	0	0	0	0	0	105	0	0	0	0
904	0	0	0	0	0	0	89	0	0	0	0
852	0	0	0	0	0	0	0	69	0	0	0
906	0	0	0	0	0	0	0	73	0	0	0
850	0	0	0	0	0	0	0	0	76	0	0
903	0	0	0	0	0	0	0	0	71	0	0
845	0	0	0	0	0	0	0	0	0	82	0
902	0	0	0	0	0	0	0	0	0	63	0
No Route	0	0	0	0	0	0	0	0	0	0	3
Total	349	224	257	253	159	153	194	142	147	145	2026

Appendix C

Contamination Tag

**HELP YOUR COMMUNITY
BY SORTING PROPERLY**

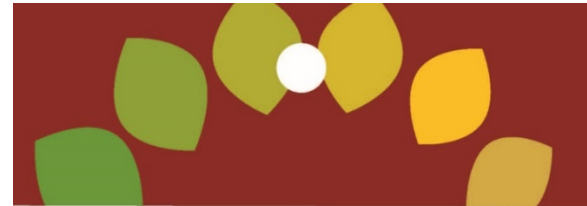
California state law SB 1383 requires local jurisdictions to monitor contamination and proper sorting. RecycleSmart or its contractor may be in your neighborhood performing lid flips and visually inspecting carts. Visit RecycleSmart.org/1383.

ORGANICS	RECYCLING	LANDFILL

CONTAMINATION CIRCLED BELOW



OTHER : _____



PROPER SORTING

ORGANICS



RECYCLING



LANDFILL



SPECIAL HANDLING

Household Hazardous Waste: It is illegal to place HHW in your curbside carts. Paint, cleaners, fluorescents lamps and other hazardous materials should be taken to the HHW Facility in Martinez. For information visit centralsan.org.

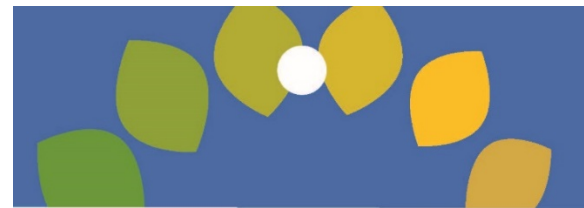
Batteries: *Single family residents:* place small household batteries in a clear bag **on top of blue recycling cart lid** on normal collection day.

Apartments & Businesses: drop off at a retail location listed at recyclesmart.org/HHW.

Textiles: Please reuse or donate textiles. Place in **black landfill cart** if disposing of textiles curbside.

Appendix D

Great Job Tag



PROPER SORTING

ORGANICS



RECYCLING



LANDFILL



SPECIAL HANDLING

Household Hazardous Waste: It is illegal to place HHW in your curbside carts. Paint, cleaners, fluorescents lamps and other hazardous materials should be taken to the HHW Facility in Martinez. For information visit centralsan.org.

Batteries: *Single family residents:* place small household batteries in a clear bag **on top of blue recycling cart lid** on normal collection day.

Apartments & Businesses: drop off at a retail location listed at recyclesmart.org/HHW.

Textiles: Please reuse or donate textiles. Place in **black landfill cart** if disposing of textiles curbside.

ATTACHMENT C

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
_____ FOR _____**

THIS AGREEMENT ("Agreement") is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and _____ ("Provider"), **effective** _____.

RECITALS

- A. WHEREAS,
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CCCSWA and Provider agree as follows:

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on _____ and conclude on _____. [OPTIONAL: The CCCSWA shall have the option to extend the Agreement for an additional _____ based on the mutual agreement of the parties. Should the term be extended, the payment terms shall be the same as provided below.]

2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A ("Services") [OPTIONAL: on an as requested basis] [edit as needed]:

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider an annual fee not to exceed _____. [MAY NEED TO INCLUDE A COST / FEE SCHEDULE as Attachment B]. Provider shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed in accordance with Attachment B. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA and the Provider.

5. Responsible Personnel. The professional services described in this Agreement shall be performed by _____; [OPTIONAL-Provider may subcontract as provided below]. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA, in its sole discretion, at any time during the term of this Agreement, desires the

removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the CCCSWA, and will use reasonable best efforts to replace them and the services they were providing.

6. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to CCCSWA wholly independent contractors. Neither the CCCSWA, nor any of its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the CCCSWA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever. Should any court, arbitrator, or administrative authority determine that Provider is an employee for any other purpose, Provider agrees to a reduction in CCCSWA's financial liability under this Agreement so that CCCSWA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Provider was not an employee.

8. Termination.

- a. The CCCSWA may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the CCCSWA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The CCCSWA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program costs. The CCCSWA's budget decisions are subject to the discretion of the CCCSWA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.
- b. Upon non-appropriation or receipt of notice of discretionary termination or termination for default, and if requested to do so by the CCCSWA, Provider shall stop work at the stage directed by the CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Upon non-appropriation or discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning payment, independent contractor,

insurance, indemnification, confidential information, records, and governing law shall survive termination.

9. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, agents or subcontractors. Provider shall also indemnify, defend, and hold harmless the CCCSWA, its Board, and its officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands made by Member Agencies or Member Agencies' contractors, arising out of or in any way connected with the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the CCCSWA.

10. Copyright; Intellectual Property Indemnification. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

11. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the CCCSWA. Provider shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.

2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4) Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

5) If Provider maintains broader coverage and/or higher limits than the minimums shown above, the CCCSWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CCCSWA.

6) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. The CCCSWA may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the CCCSWA.

d. Other Insurance Provisions.

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

1) Additional Insured Status. Except as regards Professional Liability (Errors and Omissions) Insurance, the CCCSWA, its Board, each Member Agency and its City or Town Council

or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2) Primary Coverage. Provider's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

3) Notice of Cancellation. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Provider shall provide prompt notice of any cancellation of coverage to the CCCSWA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Provider's obligation provided above to maintain continuous coverage.

4) Waiver of Subrogation. For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Provider hereby grants to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Provider may acquire against such parties by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CCCSWA has received a waiver of subrogation endorsement from the insurer.

5) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.

7) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CCCSWA.

f. Verification of Coverage.

Provider shall furnish the CCCSWA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Provider's obligation to provide them. The CCCSWA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Subcontractors.

Provider agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Provider shall agree to be bound to Provider and the CCCSWA in the same manner and to the same extent as Provider is bound to the CCCSWA under this Agreement and Provider shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the CCCSWA.

h. Special Risks or Circumstances. The CCCSWA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA by telephone. Provider shall promptly submit to the CCCSWA a written report, in such form as may be required by the CCCSWA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this

Article requires Provider to be responsible for safety of the CCCSWA property or the CCCSWA personnel or the property or personnel of any third parties over which Provider has no authority or control.

13. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the CCCSWA. If this Agreement is canceled in accordance with Article 8 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the CCCSWA.

14. Authority and Notice. The CCCSWA Executive Director (or his designee) will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the agency representation, the CCCSWA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

David Krueger, Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

Telephone: 925-906-1801
Email: authority@recyclesmart.org

PROVIDER:

____, Principal
____[company]

Telephone: ____
Email: ____

The parties shall make good faith efforts to provide advance courtesy notice of any notices hereunder via email. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

15. Assignment; Subcontractors. This Agreement contemplates the personal services of Provider, its employees, and subcontractors, and it is understood by both parties that a substantial inducement for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor the CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder. However, with the prior consent of the CCCSWA given in writing, Provider is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the CCCSWA and all subcontractors shall be subject to all the provisions of this Agreement.

16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

17. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and time deadlines shall be strictly construed.

18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to the CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the CCCSWA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the CCCSWA.

The review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the CCCSWA review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. Examination of Records; Retention of Records. Provider agrees that the CCCSWA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Provider shall make available to CCCSWA, upon written request, such books, documents and records of Provider (and any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to the CCCSWA.

20. Prohibited Interests. No officer or employee of the CCCSWA shall have any financial interest in this Agreement or the proceeds of thereof. This Agreement shall be voidable at the option of the CCCSWA if this provision is violated.

21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the CCCSWA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

22. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

23. Entire Agreement; Modifications. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

24. Power to Execute; Execution and Delivery. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law or CCCSWA policy, the parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: _____

TITLE: _____

DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Attachments:

A: _____[Scope of Work]

B: Cost & Fee Schedule