



BOARD OF DIRECTORS

Meredith Matthews, City of Arcata, **Vice-Chair**
Adelene Jones, City of Blue Lake,
Leslie Castellano, City of Eureka, **Chair**
Randy Cady, City of Ferndale
Stephen Madrone, County of Humboldt
Frank Wilson, City of Rio Dell,

Meeting Agenda

Thursday, April 13, 2023 at 5:30 PM
Eureka City Council Chamber
502 K Street
Eureka, CA

THE HWMA BOARD OF DIRECTORS HAS RESUMED IN-PERSON MEETINGS AND ENCOURAGES THE PUBLIC TO ATTEND EITHER IN PERSON OR TELEPHONICALLY.

Effective March 9, 2023 the HWMA Board of Directors will resume their meetings from the Eureka City Council Chamber. Members of the public are invited and encouraged to participate through the following venues.

HOW TO PARTICIPATE

The public is invited to attend and participate in the HWMA Board of Directors meeting using any of the following methods.

1. IN-PERSON

The public can attend and provide in-person comments during the meeting on regular agenda items and during Oral/Written Comment. in-person hybrid meetings. HWMA asks that when attending meetings, persons socially distance as best they can and be courteous to those who choose to wear a mask.

2. REMOTE

As a courtesy, and technology permitting, members of the public may continue to observe and participate remotely through the Zoom platform. HWMA cannot guarantee that the public's access to teleconference technology will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as there is a Board quorum and the public may still attend the meeting in person, the meeting will continue.

- a. Zoom <https://us06web.zoom.us/j/87272840425>
- b. Zoom Phone Numbers. +17207072699, Meeting ID: 87272840425

During the meeting, each period for public comment will be announced, and participants may use Zoom's "Raise Hand" feature to request to speak. If calling in via Zoom use *9 to raise and lower your hand. The meeting host will call on you, by name or last four digits of your phone number, and enable the microphone when it is your turn to speak. To ensure the orderly meeting conduct, providing your name is encouraged, but not required.

3. EMAIL

The public may submit public comment via email to board@hwma.net. Any comments received up until 3:00 pm of the meeting date will be:

- a. Distributed to Board members via email prior to the meeting,
- b. Referenced and attached to the meeting minutes.

Such email comments must identify the agenda item number in the subject line of the email. Comments received will be read into the record by staff, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as part of the written record of the meeting, but will not be read into the record during the meeting.

4. TO WATCH OR LISTEN ONLY

The public may view the meeting on one-way video feed on at Access Humboldt's YouTube Channel at www.youtube.com/c/accesshumboldt/live or

***Copies Available:** Copies of the agenda materials are available electronically at www.hwma.net, through individual HWMA member agencies or by calling HWMA at 707-268-8680. There may be a charge for copies.*

***Accessibility:** Accommodations and access to HWMA meetings for people with special needs must be requested in advance of the meeting at 707 268-8680 or emailing board@hwma.net. The Eureka City Council Chamber room is ADA accessible. This agenda and other materials are available in alternative formats upon request.*

1. Call to Order and Roll Call at 5:30 PM

2. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve request for Bids for "Organics Processing Facility Floor Repair and Overlay"
- b. Approve Request for Proposal for "Water Quality and Landfill-Gas Monitoring and reporting at Cummings Road Landfill"

3. Oral and Written Communications

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

4. Set a Special Meeting for the Purpose of Receiving and Discussing Draft Fiscal Year 2023-2024 Budget

5. Review and Approve Request for Proposals for "Transportation and Organics Processing Services."

6. Proposed Re-Organization

7. Standing Item: Board Member Reports.

8. Standing Item: Executive Director's Report.

9. Closed Session Closed Session: It is the intention of the Board of Directors to meet in closed session for one item:

- a. Public Employment Evaluation-Interim Executive Director Pursuant to Government Code Section 54957

10. Adjourn.



Staff Report

DATE: January 10, 2023

For Meeting: April 13 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 2a)
Approve Request for Bids for “Organics Processing Facility Floor Repair and Overlay”.

RECOMMENDED ACTION: Voice vote.

That the Board of Directors:

- 1) Review and Approve the Request for Bids for “Organics Processing Facility Floor Repair and Overlay”; and
- 2) Approve the Construction Bid Document, including technical specifications, drawings and contract for the Project; and
- 3) Designate Darren Langfield, Civil Engineer with Lawrence and Associates as the Project Engineer; and
- 4) Direct Staff to advertise project with bids to be open May 24 2023 at 3:00pm.

DISCUSSION:

The proposed Organics Processing Facility Floor Repair and Overlay project consists of general repairs to the existing floor structure along with an asphalt overlay. The project will also include mobilization, surface preparation, demolition (as needed), curing time, and related clean up.

Staff recommends the Board approve the Construction Bid Document, including technical specifications, and advertise the project with the bids to be opened on May 24, 2023 no earlier at 3:00pm. The Board is expected to award the project to the responsive bidder at their regular meeting in June, with project completion within 90 days of contract execution.

PRELIMINARY PROJECT BUDGET ESTIMATE

Preliminary engineering estimates the project cost to be approximately \$534,646.

FISCAL IMPACT:

The Board approved the use of Capital Improvement Funds for this project at their November 2022 regular meeting.

ATTACHMENTS:

1. Preliminary engineers estimate.
2. Draft Construction Bid Document “Organics Processing Facility Floor Repair and Overlay”.

Humboldt Waste Management Authority

Eureka Transfer Station - Floor Repair Engineers Estimate

Former Buy-Back/Recycling Area - by Dave B. 3-2-2023

Alternate - Asphalt Overlay

Alternate - Asphalt Overlay				Engineers Estimate	
Item	Description	Unit	Quantity	Unit Price	Amount
General Requirements					
1	Mobilization	LS	3%	\$499,670.00	\$14,990.10
2	Coordination	LS	2%	\$499,670.00	\$9,993.40
3	Health and Safety	LS	1%	\$499,670.00	\$4,996.70
4	Field Engineering	LS	1%	\$499,670.00	\$4,996.70
Floor Repair					
5	Repair Heavy Wear Area (exposed rebar), slurry	SF	600	\$70.00	\$42,000.00
6	Asphalt overlay (3" thickness)	SF	12,600	\$35.00	\$441,000.00
7	Binder between AC and Slab	SF	12,600	\$0.45	\$5,670.00
8	Transition new overlay to existing (south edge)	LF	110	\$100.00	\$11,000.00
Total Estimate					\$534,646.90

Items Notes

- All See contract specifications and plans. Floor repair cost shown include all cleaning, preparation, installation, placement, and cleanup
- 5 Item assumes 4" average fill (below topping overlay) and 100 LF of 1/2" rebar splice bars.
- 6 Based on 3" thickness and AC cost at \$275/ton.
- Total Estimate shown does not include any contingency. Recommend a 15-20% contingency for budgetary purposes.

**REQUEST FOR BIDS
FOR
ORGANICS PROCESSING CENTER FLOOR REPAIR
AND OVERLAY.
ISSUED BY:**



**Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501**

April 13, 2023

Bid Opening: 3:00 pm May 24 , 2023

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**Humboldt Waste Management Authority
NOTICE TO BIDDERS
FOR
Organics Processing Center Floor Repair and Overlay**

NOTICE IS HEREBY GIVEN that sealed standard Proposals for the **Organics Processing Center Floor Repair and Overlay** will be received at the Humboldt Waste Management Authority (HWMA) Office at 1059 West Hawthorne St., Eureka, CA 95501 from bidders, **until 3:00 p.m. on Thursday, May 24, 2023**, at which time, or as soon thereafter as possible, the total bid amounts will be publicly opened and read. Bids shall be addressed to the Humboldt Waste Management Authority “**SEALED BID “Organics Processing Center Floor Repair and Overlay.”**” Bids are required for the entire work described herein. No electronic or fax bids will be accepted.

The work consists of installing a cementitious floor overlay on the existing asphaltic paving, replacing and installing new impervious berms, and waterproofing two existing sumps, all located within the household hazardous waste (HHW) building located at 1059 West Hawthorne Street in Eureka, California. The work also includes the mobilization, preparation of surfaces, demolition (as needed), labor, curing time, and cleanup related to the same.

Bid Documents and reference materials may be inspected and/or copies obtained at the Humboldt Waste Management Authority Office at 1059 West Hawthorne St., Eureka, CA 95501 for no fee by calling (707) 268-8680 and or viewed on-line at the HWMA website: <http://www.hwma.net>. **No bid will be considered unless it is made on the forms furnished by HWMA and is made in accordance with this bid package.** Each bidder must be licensed as required by law and as described in the Contract Documents.

The HWMA reserves the right to reject any or all bids or select the base bid plus any additive bid item or combination of additive bid items to determine which Proposal is, in its opinion, the lowest responsive bid of a responsible bidder and that which it deems in the best interest of the HWMA to accept. The HWMA also reserves the right to waive any information not material to cost or performance in any Proposal or bid.

Pursuant to provisions of Section 1770 et seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays. Copies of the general prevailing wage determination applicable to the work is on file in the HWMA administrative offices and shall be made available to any interested party on request.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor for the work herein shall possess a valid State of California, Class A (General Engineering), or Class C license(s) required to perform the described Work.

Pursuant to Section 22300 of the California Public Contract Code, this contract includes provisions that allow substitutions of certain types of securities in lieu of the HWMA withholding a portion of the partial payments due the Contractor to insure performance under this contract.

Dated: April 14, 2023

Eric Keller-Heckman
Interim Executive Director
Humboldt Waste Management Authority

INSTRUCTIONS TO BIDDERS

HWMA **Organics Processing Center Floor Repair and Overlay** shall be performed in accordance with the Plans and Special Provisions included herein.

Each bidder must supply all the information required by the Proposal Forms, Certificates and Documents and the Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All Proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of Humboldt Waste Management Authority (HWMA) amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to HWMA. Said check shall be forfeited, or said bond shall become payable to HWMA in the event the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to it: (a) enter into a contract with the HWMA and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the HWMA for the opening thereof.

The Contractor shall furnish a project schedule to the Project Engineer prior to the start of any work and start work as scheduled.

The work shall commence following receipt of notice that the contract has been executed by the HWMA at a mutually agreed to time and all substantial work must be completed by within 90 days of authorization to proceed. Time of completion and the amount of liquidated damages are described in Article 1 of the Contract.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint him or herself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with all Plans and Specifications. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint him or herself with conditions there existing shall in no way relieve the bidder from any obligation with respect to his or her Proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the HWMA or its officers that such conditions are actually existent; nor shall the HWMA, the Project Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a Proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidders List/Addenda

It is the responsibility of all prospective bidders to contact the Executive Director and have their contact information added to the "Prospective Bidders List." Only bidders that are on the Bidders List will be sent addenda. Bidders must acknowledge all addenda in their Proposal. Please call or e-mail the Executive Director to be added to the Bidders List.

Attn: Executive Director
Humboldt Waste Management Authority
Phone: 707 268-8680
Email: ekeller@hwma.net

All questions shall be submitted in writing to the Executive Director by email no later than **4:00 PM Wednesday, May 10, 2023**

Site Visit

To schedule a site visit, bidders shall contact Anthony Heacock Director of Environmental Health and Safety, at (707) 268-8680, at least three (3) business days before arriving at the site and arrange a date and time to coordinate a site visit. Site visits are optional, and must be conducted no later than **Wednesday, May 17, 2023**. The facility is located at 1059 West Hawthorne Street, Eureka, California.

Evaluation of Bids

Only responsive bids from responsible bidders will be reviewed. Because unit prices are key elements of bid award and contract administration, in the event of a discrepancy between the unit price and the total amount, when unit prices are requested, the unit price shall prevail. If, however, the unit price is omitted, ambiguous, unintelligible or uncertain for any reason, or if it is the same amount as set forth in the Amount column, then the Amount shall prevail and will be divided by the estimated quantity to determine a unit price. The bids will be compared on a total bid price basis as a sum of all unit prices multiplied by their respective and related quantities. The HWMA will select the lowest responsible bidder. In case of a tie, the HWMA will select the bidder that it feels best serves the HWMA's interests.

ARTICLE I -- GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL PROVISIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning given:

- a. "Contract" shall mean the written agreement between the Contractor and HWMA to perform the work listed in the Contract Documents.
- b. "Contract Documents" shall mean the General Conditions, Special Provisions and Technical Specifications, Plans, Proposal and Contract.
- c. "Contract drawings", "Drawings", "Plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the HWMA, as a basis for Proposals, when duly signed and made a part of the Contract Documents by incorporation or reference, 2) all drawings submitted in performance of the Contract terms by the successful bidder with his or her Proposal and by the Contractor to the HWMA if and when approved by the Project Engineer and 3) all drawings submitted by the Project Engineer to the Contractor during the progress of the work as provided for herein.
- d. "Contractor" shall mean the party entering into the Contract with the HWMA for the performance of work covered by the Contract Documents and his or her authorized agents or legal representatives.
- e. "Date of signing of Contract" or words equivalent thereto, shall mean the date upon which the Contract, with the signature of the Contractor and HWMA affixed, together with the prescribed bonds, shall be or shall have been delivered to the HWMA or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "Project Engineer" shall mean a licensed practicing Engineer (or Engineering Geologist, as applicable the specific work) officially appointed by the HWMA to monitor the work described in the Contract Documents and related activity, acting personally or through agents or assistants duly authorized by them, such agents or assistants acting within the scope of the particular duties entrusted to them.
- h. "Humboldt Waste Management Authority" or "HWMA" shall mean the Humboldt Waste Management Authority, acting through its Board any other board, body, official or officials to which or to whom the power belonging to the Board shall by virtue of any act or acts, hereafter pass or be held to appertain.
- i. "Owner" shall mean the Humboldt Waste Management Authority or HWMA.
- j. "Proposal" shall mean all completed forms submitted by the bidder to HWMA in response to the Notice to Bidders.
- k. "Special Provisions" shall mean the Special Provisions and Technical Specifications Article of the Contract Documents that addresses special specifications that bidders must adhere to in submitting their bid documents.
- l. "Standard Specifications" is defined in Section 12.04 of the Special Provisions.
- m. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvement, including all alterations, amendments or extensions thereto made by Contract change order or other written orders of the Project Engineer.
- n. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying the Special Provisions is made unless stated otherwise.
- o. Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Project Engineer is intended unless stated otherwise.
- p. As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is discretionary.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Proposal forms and the site of the work contemplated therefore. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank Bid Schedule form included in the Proposal Forms portion of this invitation. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. Proposal forms may not be altered (except as needed to fill them out), must be complete, and all proposal forms must be returned.

Each Proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind. Proposals that contain omissions, erasures, conditions, alterations, additions not called for, additional Proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the HWMA. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and the bid amounts read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer with an A.M. Best Financial Strength Rating of A- or better, payable to the order of the HWMA in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following) and shall set forth:

- (a) The name and the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the Plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.
- (b) The portion of the work that will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

- (c) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
- (d) Subject to subitem (c) above, any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

1-10. General Conditions to Include Provisions of California Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the California Standard Specifications, are hereby incorporated into these General Conditions except as specifically modified or excluded by the Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the Contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within ninety (90) days after opening of the bids. The HWMA or its Executive Director reserves the right to select the base bid plus additive bid item or accumulation of additive and bid items.

2-02. Rejection of Bids. The HWMA in its discretion may reject a bid that shows any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind; or may, waive any immaterial defect or irregularity in bidding. Bids in which the price of any item appears abnormally high or low may also be rejected. Further, the HWMA reserves the right to reject all bids.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the Contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The Contract shall be executed in duplicate by the successful bidder and returned, together with the bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the Contract. After execution by the HWMA, one original shall be filed with the HWMA and one original shall be returned to the Contractor. If the bidder fails or refuses to enter into the Contract within the required time, then the bid guaranty accompanying the bid shall be forfeited to the HWMA.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Project Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the HWMA or its agents, shall operate as a waiver of any provision of the Contract Documents or of any power reserved therein to the HWMA, or of any right to damages thereunder; nor shall any breach of the Contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays that, in the judgment of the HWMA, are avoidable delays shall in no way operate as a waiver on the part of the HWMA of its rights under the Contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of the Contract Documents, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The Contract may be assigned or sublet in whole or in part only upon the written consent of the HWMA acting through its authorized agents. Consent will not be given to any proposed assignment that would relieve the original contractor or its surety of their responsibilities under the Contract nor will the Project Engineer consent to any assignment of a part of the work under the Contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

Each subcontractor shall be obligated to Contractor and the HWMA in the same manner and to the same extent as Contractor is obligated to the HWMA under the Contract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract that are applicable to the work of subcontractors. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said subcontractor's scope of work.

Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the HWMA, Contractor shall provide insurance certificates and endorsements of its subcontractors.

Nothing contained in the Contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the HWMA and no action may be brought by any subcontractor against the HWMA based on this Contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications of the Special Provisions and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform thereto as part of the work, so far as may be consistent with the Contract Documents. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Project Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these General Provisions. Contractor's attention is directed to Section 12-04 of the Special Provisions and Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of HWMA Officials. Neither HWMA, nor its officials, officers, employees, agents or contractors, including but not limited to the Project Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under the Contract.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of the Contract, the Contractor shall furnish a bond of an admitted surety company, with an A.M. Best Financial Strength Rating of A- or better, or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the HWMA, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total Contract price, as this sum is set forth in the Contract.

4-02. Material and Labor Bond. As a part of the execution of the Contract, the Contractor shall furnish a bond of a surety company, with an A.M. Best Financial Strength Rating of A- or better, or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the HWMA in a sum not less than 50 percent of the total Contract price, as this sum is set forth in the Contract for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of work, the Contractor shall furnish a bond of a surety company acceptable to the HWMA in an amount not less than 15 percent (15%) of the total contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the HWMA against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the HWMA before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of the Contract Documents and they waive the right of special notification of any change or modification of the Contract or of extension of time, or decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the HWMA or its authorized agents, under the terms of the Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under the Contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001, or the exact equivalent).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto), or the exact equivalent.
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.

5-03. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the HWMA. At the option of the HWMA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the HWMA, and its officers, officials, agents, employees, contractors and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the HWMA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The HWMA and its officers, officials, agents, employees, contractors and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the HWMA and its officers, officials, agents, employees, contractors or volunteers. Any insurance or self-insurance maintained by the HWMA and its officers, officials, agents, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the HWMA.

Course of construction policies shall contain the following provisions:

1. The HWMA shall be named as loss payees.
2. The insurer shall waive all rights of subrogation against the HWMA.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A VII
A+ VII	A- VIII

5-06. Verification of Coverage

Contractor shall furnish the HWMA with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements shall be on forms provided by the HWMA or on other than the HWMA's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 10 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the HWMA. The HWMA reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the HWMA, Contractor shall provide insurance certificates and endorsements of its subcontractors.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both Contractor's address given in the Proposal and the Contractor's office in the vicinity of the work are hereby designated as places to which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the HWMA or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the Proposal may be changed at any time by notice in writing from the Contractor to the HWMA. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. An office at the site is not required. Due to space limitations within the site, no space is available for a mobile office for the contractor use.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the HWMA shall not make the Contractor an agent of the HWMA and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the HWMA of all the work under and implied by the Contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, acts of war, or terrorism to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the HWMA and their officials, officers, agents, contractors (each, an "Indemnified Party;" collectively, the "Indemnified Parties") and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the ("Indemnified Parties") .

In any and all claims against the HWMA or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the Indemnified Party which may be negligent or omissions which may cause negligence.

The HWMA shall have the right to estimate the amount of such damage and to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the HWMA, shall be retained by the HWMA until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the HWMA.

Contractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.

The defense and indemnification obligations of the Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of HWMA Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the HWMA, together with all of their respective officials, officers, agents, employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Project Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Project Engineer. Or, in the event that the Project Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the HWMA, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Project Engineer shall have the right to make such substitution, or the HWMA may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the HWMA or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the HWMA nor any of their respective officials, officers, employees or agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for permits unless otherwise stated in the Technical Specifications, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Project Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Project Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the HWMA or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Project Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Project Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Project Engineer and the HWMA shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. If any subcontractor(s) fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Project Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes. In case of destruction, the Contractor shall replace stakes, reference points and bench-marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these General Provisions.

6-14. Assistance to Project Engineer. At the request of the Project Engineer the Contractor shall provide labor from its force and tools, stakes and other materials to assist the Project Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's labor will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Project Engineer, the condemned material or work may be removed by the HWMA and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract Documents. In order that the Project Engineer may determine whether the Contractor has complied with the requirements of the Contract Documents, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Project Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in Plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the Plans and the physical conditions of the locality, he or she shall immediately inform the Project Engineer, in writing and the Project Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the HWMA and workmen who may be employed by the HWMA on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. Contractor shall make good promptly, at his or her

own expense, any injury or damage that may be sustained by other contractors or employees of the HWMA at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the HWMA in regard to their work shall be adjusted and determined by the Project Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the HWMA, the Contractor shall on that account have no claim against the HWMA other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right to stop the work and terminate the Contract upon ten (10) days written notice to the Project Engineer and recover from the HWMA payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Project Engineer.

(1) If the work be stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.

(2) If the Project Engineer fails to issue the monthly certificate for payment in accordance with the terms of the Contract Documents.

(3) If the HWMA fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of the Contract Document, any sum certified by the Project Engineer or awarded by the HWMA.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the HWMA and the Project Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Project Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the HWMA, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be reemployed upon it except with the consent of the Project Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the HWMA, \$200.00 for each calendar day or portion thereof, for each worker paid less than the applicable prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such applicable prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the applicable prevailing wage rate shall be paid to each worker by the Contractor.

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, HWMA has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type

of workmen concerned. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

4. HWMA will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Project Engineer. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not in any circumstances be considered as the basis for a claim against the HWMA.

5. Apprentices.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Project Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers, or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guaranteed for a period of one year from the date of acceptance by the HWMA. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The HWMA is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the HWMA delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of the Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the total Contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF HWMA

7-01. Authority of the Project Engineer. All work done under this Contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Project Engineer. To prevent disputes and litigation, the Project Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this Contract and (4) shall have the power to reject or condemn all work or material which does not conform to the Contract Documents. The Project Engineer's estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this Contract and a condition precedent to any liability on the part of the HWMA to the Contractor on account of this contract. Whenever the Project Engineer shall be unable to act, in consequence of absence or other cause, then such Project Engineer as the HWMA shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Project Engineer.

7-02. Observation. The HWMA will provide a Project Engineer for the inspection of the work.

The Project Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Project Engineer's instruction, laws, ordinances, or any authority requires any work to be specially tested or approved, the Contractor shall give the Project Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Project Engineer, of the date fixed for such inspection. Inspections by the Project Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Project Engineer, it must, if required by the Project Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Project Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the HWMA shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the HWMA limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Project Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Project Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The HWMA will provide all rights-of-way and easements in or beneath which pipes and other structures will be constructed by the Contractor under the Contract Documents.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Project Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but

he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Owner shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

Unless otherwise specifically directed in writing by the Owner or Project Engineer, prior to performing additional work, the Contractor shall submit a written request for change order to the Project Engineer and Owner for review. No extra work shall be performed or change made except pursuant to a written order from the Owner or Project Engineer stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Owner or Project Engineer, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

7-07. Additional Drawings by HWMA. The Drawings made a part of the Contract Documents are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these Drawings, however, the Project Engineer may furnish additional clarification from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the Contract Drawings and the Contractor shall make his or her work conform to all such Drawings.

7-08. Additional and Emergency Protection. Whenever the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the HWMA, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

7-09. Suspension of Work. The HWMA may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the HWMA to the Contractor so to do. The HWMA shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the HWMA does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of HWMA to Terminate Contract. If the Contractor is adjudged bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if the Contractor fails to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Project Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the HWMA, upon the certificate of the Project Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the work of the Contractor and

take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the HWMA may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, *the remainder of the Contractor's unpaid balance will be paid*. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the HWMA. The expense incurred by the HWMA as herein provided and the damage incurred through the Contractor's default, shall be certified by the Project Engineer.

7-11. Use of Completed Portions. The HWMA shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Project Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever the Contractor is required to furnish materials or manufactured articles or do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal, or better, in every respect to that specified, provided that written approval first is obtained from the Project Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. The Contractor shall submit to the Project Engineer submittals when requested in the Technical Specifications. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Project Engineer.

When requested by the Project Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by a certified testing laboratory. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this Contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the HWMA to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Project Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work and shall complete and make ready for full use all work within the time set forth in the Contract. Due to the frequent use of the facility, the construction shall occur in a manner as to not disrupt or impede operation of the facility. The construction window and start time shall be coordinated with the Owner at least 3 weeks in advance. If additional time is anticipated, this should be indicated in the Bid Proposal and coordinated between HWMA and the selected bidder.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The HWMA will consider as avoidable delays within the meaning of this Contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Project Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the HWMA which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable Delays in the prosecution or completion of the work under this Contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the HWMA changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the HWMA will be considered unavoidable delays, in so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work. "Abnormal" is defined as any event that exceeds a 10-year recurrence interval.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Project Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Project Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. If any delays occur which the Project Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this Contract; and liquidated damages for delay shall not be charged against the Contractor by the HWMA during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Project Engineer within 3 business days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Project Engineer within 45 days of the occurrence unless the Project Engineer

specifies in writing a longer period. All claims for a time extension must be approved by the Project Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Project Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Expected Hours: The HWMA facility operates seven days a week except for state or federal holidays. Normal hours are Monday through Saturday from 8:00 A.M. to 4:00 P.M., and Sunday from 10:00 A.M. to 4:00 P.M. Provision can be made for after-hours access if needed.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this Contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

SECTION 10. PAYMENT

10-01. Certification by Project Engineer. All payments under this Contract shall be made upon the presentation of certificates in writing from the Project Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Project Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this Contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this Contract, the Owner shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Owner's representative and, after approval, the HWMA shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Government Code Section 4590 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal HWMA of the United States.

(c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.

(d) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.

(e) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.

(f) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as banker's acceptances, which are eligible for purchase by the Federal Reserve System.

(g) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

(h) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(i) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(j) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(k) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with HWMA or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of HWMA, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by HWMA or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to HWMA shall be prepared and executed by HWMA, the Contractor and the escrow agent, which may be HWMA. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow.

HWMA shall have no obligation to enter any such Agreement that does not provide the HWMA with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by the HWMA when the whole shall have been completed satisfactorily. The Contractor shall notify the Project Engineer, in writing, of the completion of the work, whereupon the Project Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the HWMA.

10-05. Final Estimate and Payment. The Project Engineer shall, as soon as practicable after the final acceptance of the work done under this Contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Project Engineer, and after approval, the HWMA shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this Contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the HWMA Recorder.

10-06. Delay Payments. If any payment due the Contractor or any estimate is delayed, through fault of the HWMA beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the HWMA shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the HWMA. If interest shall become due on any delayed payment, the amount thereof, as determined by the HWMA, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this Contract, the HWMA is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this Contract ordered by the Project Engineer and approved by the HWMA increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Project Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed, provide a cost estimate for performing the work for approval by the HWMA before performing the work, and, if the estimate is approved, shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Project Engineer's written order and the date of approval by the HWMA authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this Contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Project Engineer and approved by the HWMA prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, either the extra work will not be performed or the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the California Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this Contract.

10-09. Compensation to the HWMA for Extension of Time. In case the work called for under this Contract is not completed within the time limit stipulated herein, the HWMA shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the HWMA shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the HWMA of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the Contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in Section 10-09, will be sustained by the HWMA and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the HWMA the amount per calendar day shown in Article 1 of the Contract.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection. Contractor and HWMA stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Humboldt County Superior Court and that venue will lie in Humboldt County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Humboldt County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the HWMA thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the HWMA of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

11-05. Bid Protest. Any bid protest must be in writing and must be received by the Executive Director of Humboldt Waste Management Authority, 1059 W. Hawthorne Street, Eureka, CA 95501 or by email before 4:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- A. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- C. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- D. The protested bidder may submit a written response to the protest, provided the response is received by the Executive Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be

considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

- E. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections using the CSI Format covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Exclusions from General Conditions
14	Amendments to General Conditions
15	Construction Details

12-02. Arrangement of Project Specific Plans. The Project Specific Plans ("Project Plans") consist of six sheets and are hereby made a part of the Contract Documents.

12-03. Permits. The Contractor shall provide, procure and pay for all permits including encroachment permits required to carry on and complete this work.

12-04. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, July 2010, (herein "California Standard Specifications" and "California Standard Plans," respectively), which are hereby made a part of these Special Provisions except as expressly modified. Further, the California Standard Specifications are superseded by these documents and specification where in conflict or otherwise contradictory.

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation – Humboldt Waste Management Authority.

Director of Public Works – Humboldt Waste Management Authority Executive Director.

Project Engineer - The Engineer, designated by the HWMA, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the HWMA to test materials and work involved in the contract.

State - The Humboldt Waste Management Authority.

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (HWMA) Special Provisions
2. (HWMA) Project Plans
3. (HWMA) Standard Plans and Details
5. California Standard Plans
6. California Standard Specifications

Notwithstanding the above, any discrepancies shall be coordinated with the Project Engineer for clarification. This is the Contractor's responsibility.

12-05. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-06. Existing Utilities. It is the responsibility of the Contractor to contact Underground Services Alert and mark the locations of existing utilities. The accuracy of completeness of existing underground utilities (both public and privately owned) on the Drawings is not guaranteed, however, unless otherwise indicated on the Project Plans or in these Special Provisions, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that if the Contractor in the performance of the work disturbs, disconnects or damages any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

In case it is necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost must be borne by the Contractor. All existing utilities shall be kept in service during the progress of the work. Where protection is required to insure support located substantially as shown on the Project Plans, the Contractor shall furnish and place the necessary protection at his or her expense.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to HWMA customer traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to HWMA customers that work is in progress and that dangerous conditions exist, and to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work. The Contractor shall coordinate operations with the HWMA Operations Manager and/or the HWMA Operations Supervisor, so as to minimize disruption of routine on-site activities by HWMA personnel and the general public.

12-08. Cooperation. Attention is directed to Section 7-1.14 of the California Standard Specifications.

Other construction work by other forces relocating power lines, telephone lines and pipe lines, and constructing other improvements, may be in progress within and adjacent to the limits of the work at the time the work is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-09. Dust Control. Dust control shall conform to the provisions in Section 10 of the California Standard Specifications and these Special Provisions (if noted).

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Notification of Underground Service Alert (USA). The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation. Dial (toll free) 1 (800) 227-2600.

12-12. Modifications of Standard Specifications.

- A. Variance of final quantities from bid quantities: Because of the nature of the work, final quantities may vary significantly from the estimated quantities on the proposal form. It is assumed that because of the nature of

the work, overhead will be distributed proportionally across the unit prices quoted by the Contractor. Therefore, Section 9-1.06c of the California Standard Specifications that allows calculation of change in overhead final quantity by more than 25% from the estimated bid quantities is deleted from the Standard Specifications. It is assumed that all overhead is contained within the unit prices and the overhead will change in proportion to the amount of work provided.

SECTION 13. EXCLUSIONS FROM GENERAL CONDITIONS

13-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Contract Documents as though entirely omitted from said General Conditions:

No exclusions.

SECTION 14. AMENDMENTS TO GENERAL CONDITIONS

14-01. Sections of General Conditions to be Amended.

The following designated sections of the General Conditions are hereby amended to read as follows:

SECTION 15. CONSTRUCTION DETAILS

15-01. Technical Specifications and Product Information.

No technical specifications are attached to this Bid document. However, the Drawings indicated specific products that must be installed according per the manufacture instructions and/or recommendations.

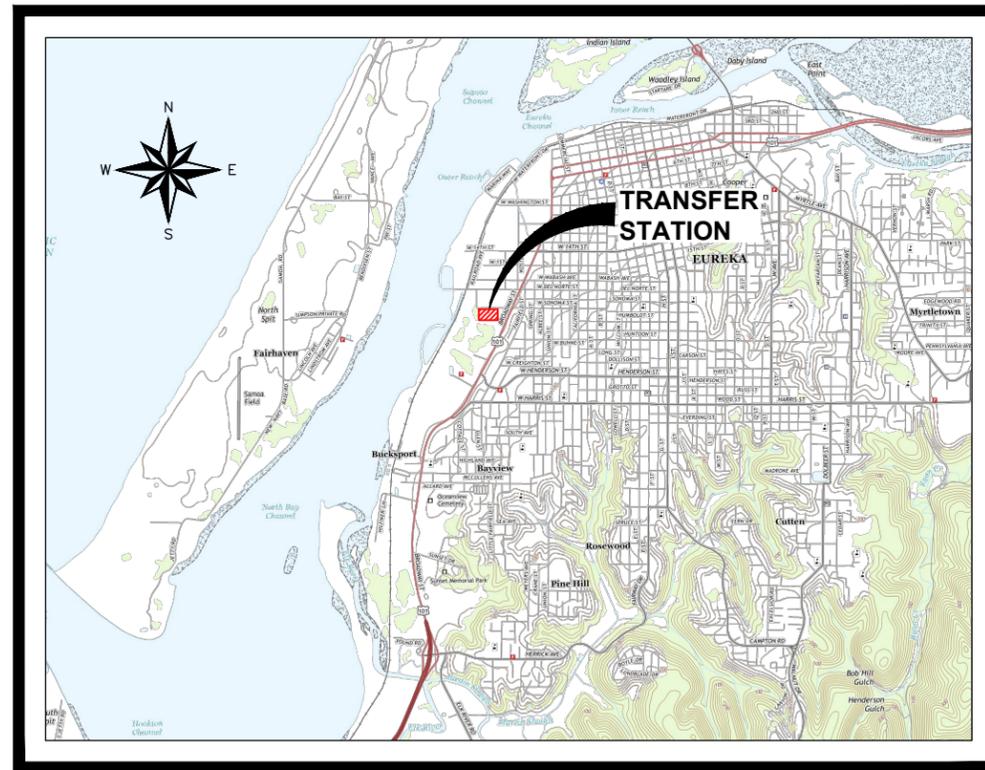
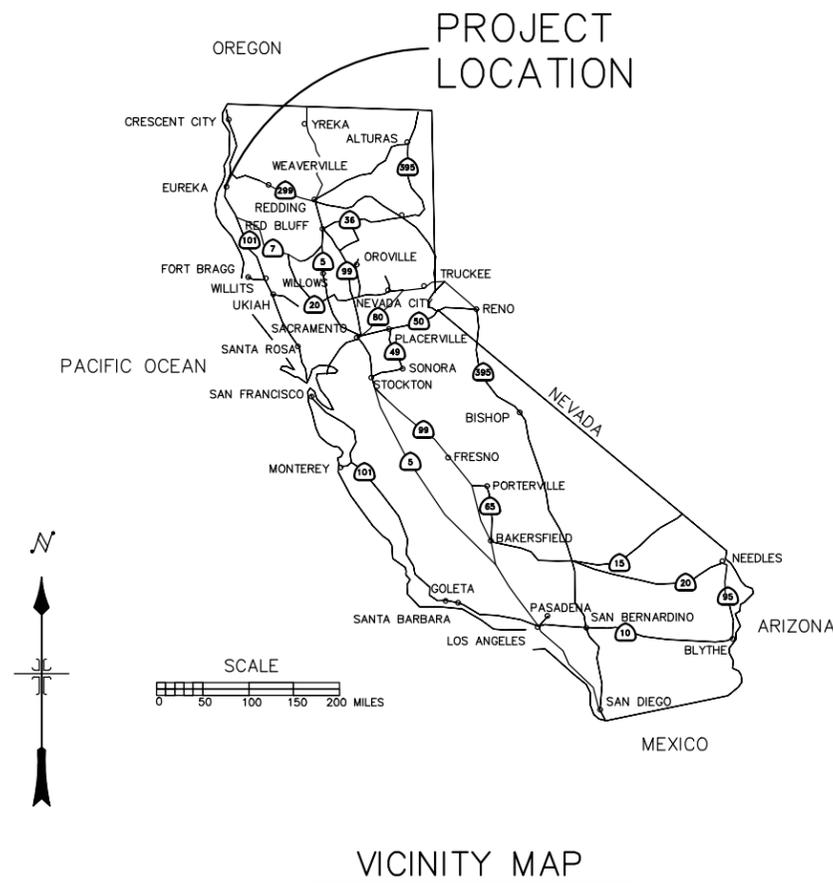
15-02. Drawings

The Drawings or Figures for the project shall be considered part of these Contract Documents.

EUREKA TRANSFER STATION – FLOOR OVERLAY

1059 WEST HAWTHORNE STREET

MARCH 2023



1" = 3,000'

INDEX TO DRAWINGS

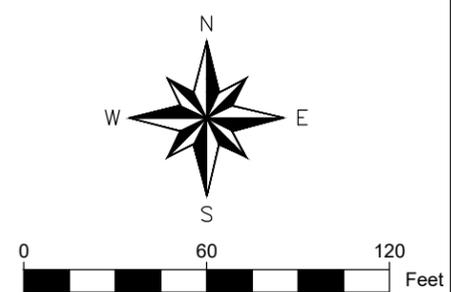
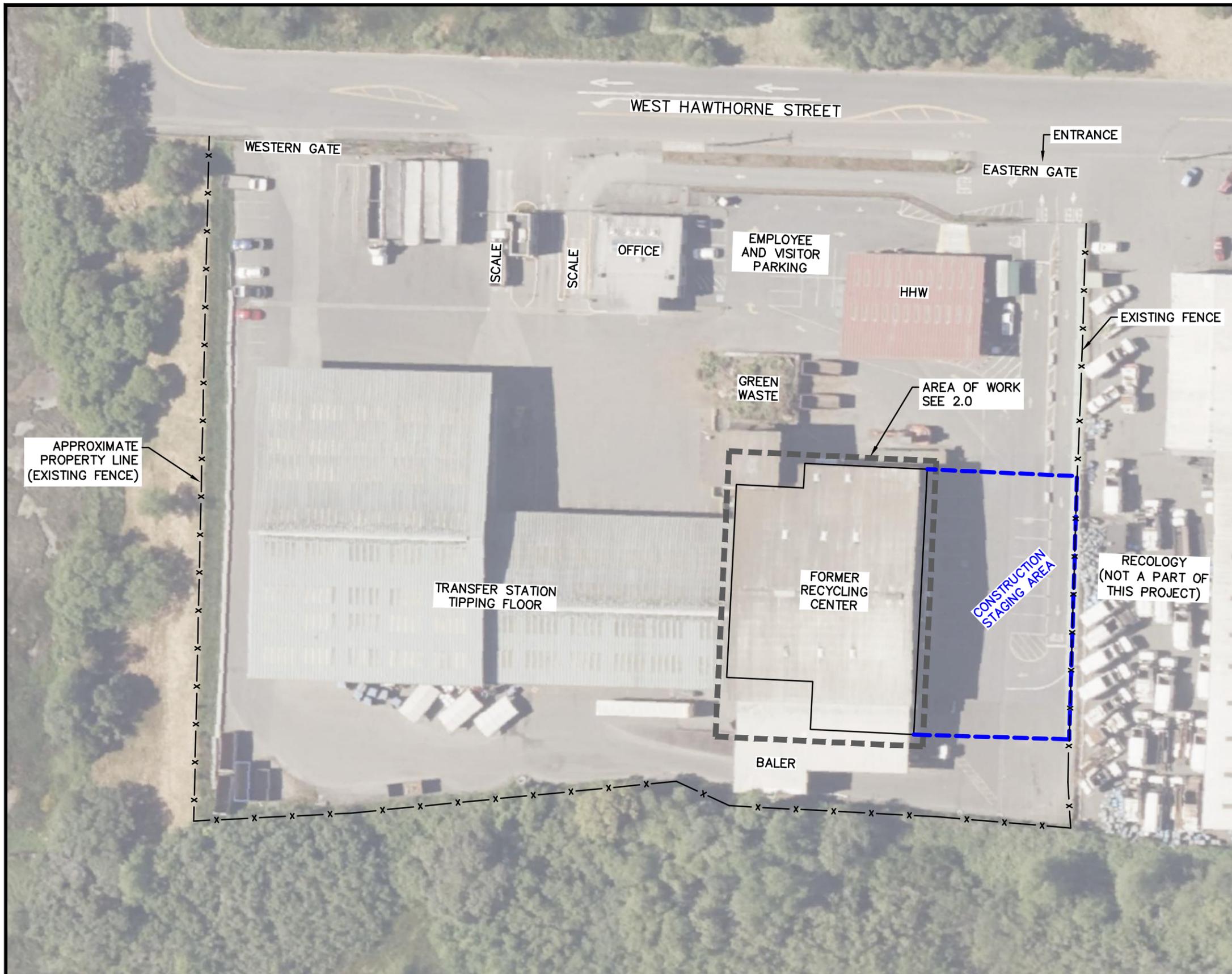
DRAWING	DRAWING TITLE
	COVERSHEET & SITE LOCATION
1.0	FACILITY MAP
2.0	SITE MAP – FLOOR OVERLAY
3.0	DETAILS

PLANS PREPARED BY: LAWRENCE AND ASSOCIATES
 3590 IRON CT.
 SHASTA LAKE, CA 96019
 (530) 275-4800



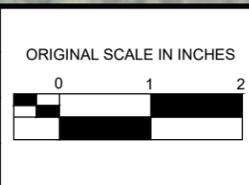
PLANS PREPARED FOR: OWNER:
 HUMBOLDT WASTE
 MANAGEMENT AUTHORITY
 1059 WEST HAWTHORNE STREET
 EUREKA, CA

FOR BIDDING



NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 021026.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: 1" = 30'
ENGINEER: D. BROWN	DATE:
CHECKED BY:	DATE:



RECYCLING CENTER FLOOR REPAIR

EUREKA TRANSFER STATION

FACILITY MAP



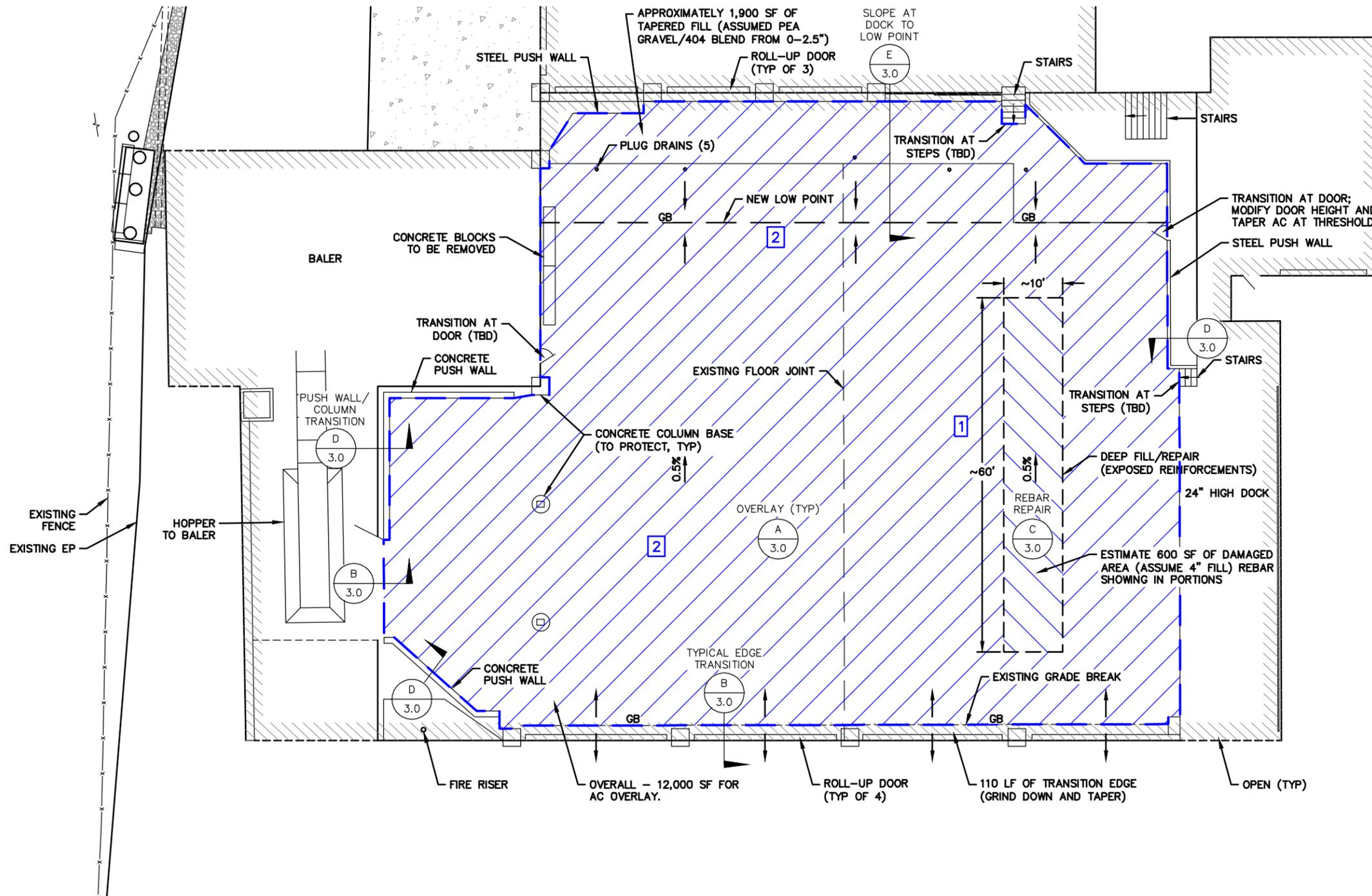
DRAWING:	1.0
SHEET:	OF
DATE:	3/2/2023

LEGEND



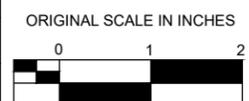
ASPHALT OVERLAY 1

1. DEEP FILL/REPAIR TO UTILIZE 4,000 PSI CONCRETE SLURRY TO MATCH EXISTING SLAB SURFACE.
2. MAINTAIN LOW POINT AS SHOWN ON DRAWING, ADD 3-INCH ASPHALT OVERLAY ON ENTIRE SURFACE (12,600 SQUARE FEET). TAPER EDGES AT EASTERN CONNECTION POINT (GRIND EXISTING SURFACE AT TRANSITION TO PROVIDE AT LEAST 2-INCH THICKNESS OF ASPHALT).
3. THIS OPTION PROVIDES A NEW OVERLAY FOR THE ENTIRE WORKING SURFACE, WITH FUTURE MAINTENANCE INCLUDING SLURRY SEAL AS NEEDED.



NO.	DATE	REVISIONS	BY	CHK

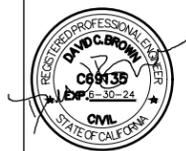
PROJECT NO: 021026.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: 1" = 10'
ENGINEER: D. BROWN	DATE:
CHECKED BY:	DATE:



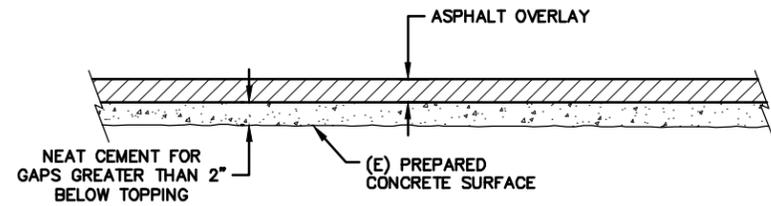
RECYCLING CENTER FLOOR REPAIR

EUREKA TRANSFER STATION

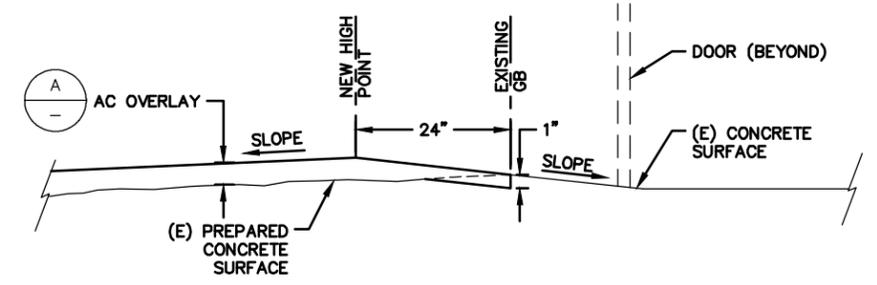
SITE MAP FLOOR OVERLAY



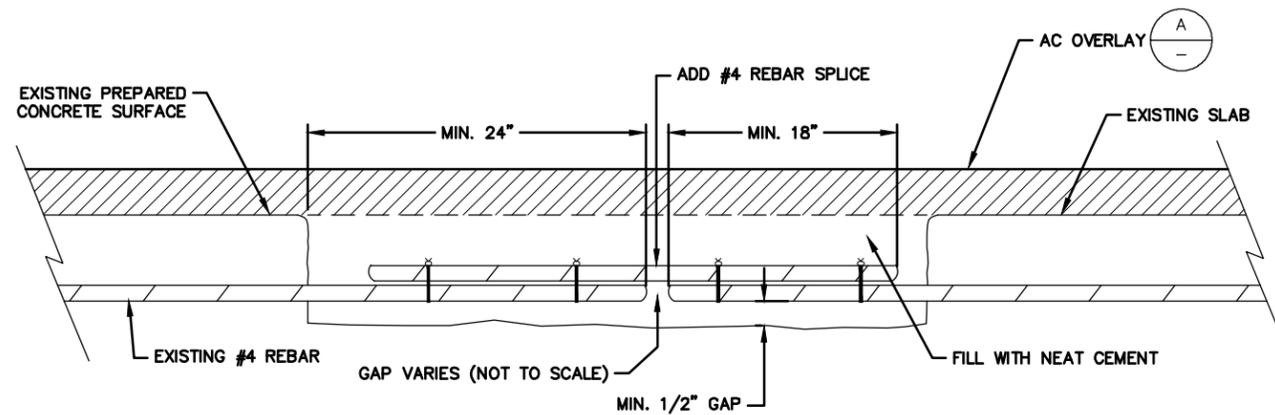
DRAWING: 2.0
SHEET: OF
DATE: 3/2/2023



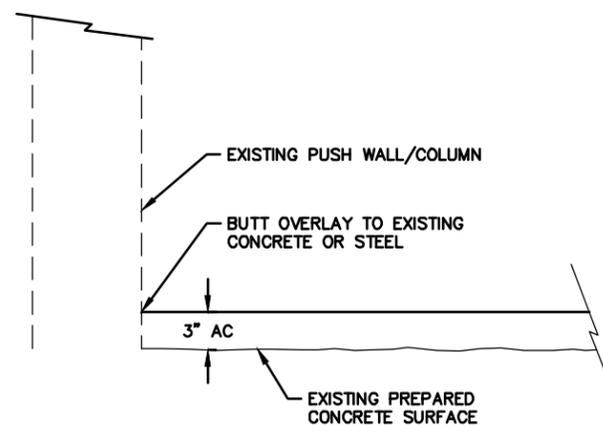
A AC OVERLAY
NTS



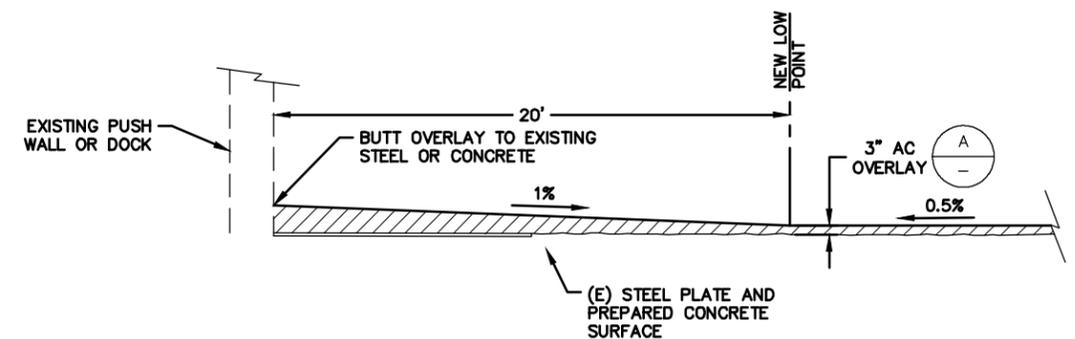
B TYPICAL EDGE TRANSITION
NTS



C REPAIR OF DAMAGED REBAR
NTS



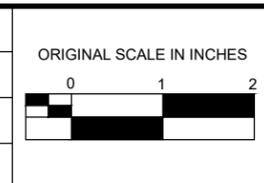
D PUSH WALL/COLUMN TRANSITION
NTS



E SLOPE AT DOCK TO LOW POINT
NTS

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 021026.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: AS SHOWN
ENGINEER: D. BROWN	DATE:
CHECKED BY:	DATE:



RECYCLING CENTER FLOOR REPAIR

EUREKA TRANSFER STATION

DETAILS



DRAWING: 3.0
SHEET: OF
DATE: 3/2/2023

SECTION 16. CONTRACT

Humboldt Waste Management Authority

CONTRACT

FOR

Organics Processing Facility Floor Repair and Overlay

THIS CONTRACT, is made this _____ day of _____, by and between Humboldt Waste Management Authority, hereinafter called the HWMA and

_____, a
_____, [legal capacity of contractor], hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the HWMA has caused to be prepared in accordance with law, specifications, drawings and other Contract Documents for the work herein described and shown and has approved and adopted these Contract Documents, and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract; and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the HWMA a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract; and

WHEREAS, the HWMA, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder for the work and for the sums named in the proposal.

NOW, THEREFORE, for valuable consideration the sufficiency of which is acknowledged, the Parties agree as follows:

Article I. Work to be Done and Contract Days Allowed.

Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete all of the work described in this contract except as allowed in the Technical Specifications within ninety (90) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the HWMA. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Owner and Engineer as indicated in Section 9-02, or without having submitted certificates of insurance that have been accepted and approved by the HWMA. The Contractor will pay to the HWMA the sum of five hundred (\$500.00) dollars per day for each and every working day delay beyond the time prescribed.

Article II. Contract Prices.

That the HWMA shall pay the Contractor the prices stated in the Proposal submitted by the Contractor, for complete performance of the work by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the

work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Documents, the instructions and the requirements of the HWMA.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, HWMA or any other appropriate HWMA of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The Humboldt Waste Management Authority shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the Humboldt Waste Management Authority shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the HWMA determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the HWMA, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The HWMA may deduct any such damages from any monies due the Contractor.

- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the HWMA or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the HWMA that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the HWMA, that he or she has notified all sources of employees referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the HWMA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the HWMA of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Contract Documents.

The Contract Documents are defined in Section 1-01 of the General Conditions. All Contract Documents shall be considered a part of this agreement.

IN WITNESS WHEREOF, this Contract being executed in triplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____,
HUMBOLDT COUNTY, CALIFORNIA

By: _____
Board Chair or Executive Director, Humboldt Waste Management Authority

Attest: _____
Board Clerk, Humboldt Waste Management Agency

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing Contract is approved as to form and legality this _____ day of _____, 20____.

Approved as to Form: Counsel for Humboldt Waste Management Authority

WITNESS:

_____ (SEAL)
_____ (Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

_____ Affix
_____ (Corporate Principal)

Corporate Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

_____ Affix
_____ (Corporate Surety)

Corporate Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

**Humboldt Waste Management Authority
For
Organics Processing Facility Floor Repair and Overlay**

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

that we the undersigned, _____

_____, **AS PRINCIPAL,** and

_____, **AS SURETY,**

are held firmly bound unto Humboldt Waste Management Authority, hereinafter called the "HWMA", in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the HWMA, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the HWMA for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the HWMA shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

(Corporate Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix Corporate Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix Corporate Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand. The total amount of premium charges is \$_____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the foregoing bond; that _____, who signed the said bond on behalf of the Principal, was then _____ of said corporation; that I know his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE BOND AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint ventures, each member shall execute the bonds as an individual and state his place of residence.
5. If the Principal is a corporation, the bonds shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bonds for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bonds.
8. The date of the bonds must not be prior to the date of the Contract.
9. The following information must be placed on the bonds by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bonds.
11. Type or print the name underneath each signature appearing on the bonds.
12. An executed copy of the bonds must be attached to each copy of the Contract (original counterpart) intended for signing.

**Humboldt Waste Management Authority
For
Organics Floor Repair and Overlay.**

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____
_____, as **PRINCIPAL**

and _____
_____, as **SURETY,**

are held and firmly bound unto the as Obligee, in the penal sum of

_____, (\$ _____),
(15 PERCENT OF THE TOTAL AMOUNT OF THE BID)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Humboldt Waste Management Authority dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____, 20 _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

(Seal)

BY: _____ (Seal)

(Seal)

Principal

(Seal)

BY: _____ (Seal)

(Seal)

Surety

PROPOSAL FORMS

Print, Fill-Out, and Submit These Forms

**HUMBOLDT WASTE MANAGEMENT AUTHORITY
PROPOSAL
FOR
Organics Processing Facility Floor Repair and Overlay**

The undersigned, as Bidder, declares that he or she has examined thoroughly all of the Contract Documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

1) that he or she will contract with the Humboldt Waste Management Authority, California, in the form of the copy of the agreement herein contained

a) to provide all necessary machinery, tools, apparatus and other means of construction;

b) to furnish all materials;

c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the HWMA;

d) to pay all charges of freight transportation and hauling;

2) that he or she indemnifies the HWMA against any loss or damage arising from any act of the undersigned as Contractor; and

3) that he or she will accept as full payment therefor the following sums:

BID SCHEDULE
FOR
ORGANICS PROCESSING FACILITY FLOOR REPAIR AND OVERLAY

Bid Item No.	Description ^{1,2}	Quan.	Unit	Unit Price	Total Price
General Requirements					
1	Mobilization	LS	1		
2	Coordination	LS	1		
3	Health and Safety	LS	1		
4	Field Engineering	LS	1		
Floor Repair					
5	Repair Heavy Wear Area (exposed rebar)	SF	600		
6	Asphalt overlay (3" thickness)	SF	12,600		
7	Binder between AC an Slab	SF	12,600		
8	Transition new overlay to existing (south edge)	LF	110		

Notes:

All – See contract specifications and plans. Floor repair cost shown includes all cleaning preparation, installation, and cleanup

⁵ Item assumes 4" average fill below topping overlay and 100 LF of 1/2" rebar slice bars.

⁶ Taper shown at 4" on plans including topping overlay. This item is only 2-1/2" tapered fill (below the topping layer).

^{5,6} Fill material in these areas assumes 50% (by volume) pea gravel and 50% euco 404 mix

BIDDER: _____

TOTAL PRICE (Numerical, total of items 1-6):

TOTAL IN WORDS:

We, the undersigned, acknowledge that the HWMA reserves the right to reject any or all bids or to select the base bid plus any additive item or combination of additive items and to determine which proposal is, in its opinion, the lowest responsive bid of a responsible bidder and that which it deems to be in the best interest of the HWMA to accept. The HWMA also reserves the right to waive any information not material to cost or performance in any proposal or bid and further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the HWMA. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 2023.

Licensed in accordance with an act providing for the registration of Contractor's License No.

_____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Signature of bidder or bidders, with business addresses:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges that the Bidder has received the following addenda by initialing the line adjacent to the addendum number (if any). Add lines if necessary:

Addendum 1: _____

Addendum 2: _____

Addendum 3: _____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

Organics Processing Facility Floor Repair and Overlay

(Signature of Bidder)

Business Address:

Place of Residence:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 20 ____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the State Government Code and any amendments thereof, refer to Section 1-09 of the Special Provisions within these Contract Documents which include, but are not limited to: The name and the location of the place of business, the California contractor license number (CSLB), and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code (DIR) of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the Plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. This form **MUST** be completed and submitted with the Bid Proposal from the Contractor. Attach multiple copies of this sheet, if needed.

Scope	Subcontractor Name	Address	CSLB #	DIR #

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the HWMA to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

1) General Information

Submitter Name: _____

Federal Tax ID No. _____

Company Name: _____

Company Owner Name: _____

Corporation: List corporation number, State, and date of incorporation

Partnership: list name and address of each partner

Company Mailing Address: _____

Telephone Number(s): _____

Fax Number: _____

E-Mail Address: _____

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated _____

**Humboldt Waste Management Authority
Organics Processing Facility Floor Repair and Overlay**

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto Humboldt Waste Management Authority (HWMA) in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to Humboldt Waste Management Authority, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the HWMA Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

that whereas the Principal has submitted the above mentioned bid to the Humboldt Waste Management Authority, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the HWMA Office, 1059 West Hawthorne Street, Eureka, California, on May 24, 2023 for **Organics Processing Facility Floor Repair and Overlay**

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with Humboldt Waste Management Authority one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20____.

(Seal)

(Seal)

(Seal)

Principal

(Seal)

(Seal)

(Seal)

Surety

Address: _____

**Humboldt Waste Management Authority
Organics Processing Facility Floor Repair and Overlay**

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Declarant, with Business Address:

End of Proposal Forms



Staff Report

DATE: April 10, 2023

For Meeting: April 13, 2023

FROM: Tony Heacock, Director Environmental Health & Safety

SUBJECT: Item 2b)
Approve Request for Proposal for “Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill”

RECOMMENDED ACTION: Voice vote.

1. Review and approve the draft Request for Proposals (RFP) for Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill; and
2. Authorize the Executive Director to Advertise and Distribute the Request for Proposals (RFP) for Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill; and
3. Return to the Board with an appropriate recommendation.

DISCUSSION:

HWMA staff has prepared the attached Request for Proposal to solicit proposals for Cummings Road Landfill Gas & Water Quality Monitoring and Reporting to secure long term service proposals from qualified environmental consultants. Requested services include performing groundwater, surface water, perimeter landfill gas, vapor, and leachate monitoring and prepare various reports for Cummings Road Landfill from third quarter/second half of 2023 through second quarter/first half 2025, with the possibility of two contract extensions for five years each in HWMA’s discretion. The scope of work is based on Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R1-2013-0014 and the perimeter landfill gas (LFG) monitoring requirements specified under Title 27 of the California Code of Regulations (CCR).

Golder Associates has been under contract with HWMA to provide water quality monitoring and reporting for the Cummings Road Landfill since 2005. In 2021 HWMA requested Golder Associates to perform the Bi-Monthly Surface Water Quality Reports and Quarterly Probe and Structure Reports in addition to the water quality monitoring and reporting. This consolidation of services reduced overall project costs and streamlined reporting requirements. At the April 2021 Board Meeting, staff were instructed to put this expanded scope of work out for proposal.

FISCAL IMPACT:

Costs for these services at the current pricing structure have been budgeted into CRL environmental monitoring line of the approved the FY 2022-23 Budget.

ATTACHMENT:

1. "Request for Proposal for Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill" (*Dated: April 2023*)

REQUEST FOR PROPOSALS

FOR

**WATER QUALITY AND LANDFILL-GAS MONITORING
AND REPORTING
AT CUMMINGS ROAD LANDFILL**

ISSUED BY:



**Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501**

April 14 2023

Submission Deadline: 4:00 PM Pacific Standard May 12, 2023

I. Objective

Humboldt Waste Management Authority (HWMA) is soliciting proposals from qualified environmental consultants to conduct groundwater quality, perimeter landfill gas, and leachate monitoring and reporting for the Cummings Road Landfill from July 2023 through June 2025, with the potential of two five-year extensions each, in the discretion of HWMA. The proposed scope of work is based on Cummings Road Landfill’s Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R1-2013-0014 and the perimeter landfill gas (LFG) migration monitoring requirements specified under Title 27 of the California Code of Regulations (CCR).

II. Background

Cummings Road Landfill (CLR or Landfill) is a closed Class III non-hazardous municipal solid-waste disposal facility. CLR encompasses approximately 107 acres of hilly terrain two miles southeast of Eureka, California (**Figure 1**). Approximately 33.6 acres of the property have previously been used as a permitted landfill. Phase 1 closure of the Landfill was completed in 2012, an adjacent (offsite) burn-ash site was excavated and clean-closed in 2014, and the final portion of the landfill closure (**Phase 2**) was completed in September 2015. With closure of CRL complete, the Landfill is currently in the 30-year “Postclosure Maintenance Period” as defined by Title 27 CCR.

CRL is owned by HWMA and is regulated by the North Coast Regional Water Quality Control Board (NCRWQCB), Humboldt County Division of Environmental Health (Local Enforcement Agency, LEA), CalRecycle, and the North Coast Unified Air Quality Management District. The Landfill is currently in “corrective action” to reduce groundwater impacts, as required by the NCRWQCB and Title 27. After groundwater degradation was initially detected in the 1980s, groundwater monitoring wells were periodically installed in both the Hookton Formation Aquifer and multiple aquifers within the Wildcat Group Formation to find the limits of groundwater degradation. Some of the wells are up to 3,000 feet away from the Landfill. MRP No. R1-2013-0014 also requires several springs to be sampled during the semi-annual groundwater-monitoring events.

Several wells and springs are required to be sampled semi-annually (twice per year) by the WDR and MPR. Other wells and springs are only sampled biennially (every other year) on odd and even years. This “routine” monitoring is summarized in **Table 1** and the monitoring locations are shown on **Figure 2**. Almost all the monitoring wells are required to be measured for depth to water on a quarterly basis and siltation checks on an annual basis. Water samples are collected from each well, seep or spring, and field tested using hand-held meters for “field parameters” (temperature, pH, electrical conductivity, and turbidity) and then sampled with bottles provided

by the laboratory. Laboratory analyses are specified in the WDR and MPR and include mineral constituents and VOC's commonly detected in landfill leachate. Every five years, extra sampling parameters will be included in the groundwater monitoring event, the five-year constituents-of-concern (COC) parameters are shown in **Tables 2** and **3**.

There are six perimeter landfill gas monitoring wells around the Landfill, and each well has multiple probe intervals. There are also three habitable structures located on the Landfill property that include a maintenance shop, office trailer, and restrooms. All perimeter gas probes and structures are required to be monitored quarterly under Title 27. Furthermore, the Landfill's WDRs require semiannual field measurements of methane and laboratory analysis of VOCs using EPA Method TO-15 in the unsaturated zone at selected gas-monitoring wells and one landfill gas-extraction well (See **Tables 1** and **2**).

The Landfill's WDR also requires surface-water sampling and reporting. HWMA staff are responsible for collecting surface-water samples, and the consultant is responsible for preparing bimonthly surface water reports using data supplied by HWMA staff. The consultant will also be responsible for reporting the surface-water results in the semi-annual groundwater reports. The Landfill is no longer considered an industrial facility and is therefore no longer monitored under a Stormwater Industrial General Permit.

HWMA recommends reviewing the documents listed below prior to submission of a proposal. The following documents referenced below can be found on the State Water Resources Control Board's GeoTracker website:

https://geotracker.waterboards.ca.gov/profile_report?global_id=L10005403404.

- Golder Associates, January 26, 2022, *Cummings Road Landfill 2021 Second Semi-Annual and Annual Monitoring Report*.
- Golder Associates, January 26, 2022, *Cummings Road Landfill 2022 First Semi-Annual Monitoring Report*.
- Golder Associates, December 15, 2022, *Bi-Monthly Surface Water Monitoring Report October – November 2022 Cummings Road Landfill Humboldt County, California*. This report represents the surface water monitoring required under the WDR and MRP noted above.
- Golder Associates, July 15, 2022 *Second Quarter 2022, Perimeter and On-Site Structure Landfill Gas Monitoring, Cummings Road Landfill, Eureka, California*. The second quarter perimeter gas-monitoring report is included in Appendix G of the *Cummings Road Landfill 2022 First Semi-Annual Monitoring Report*, referenced above.
- Lawrence & Associates, January 2010, revised October 2012, *Cummings Road Landfill, Joint Technical Document for Closure and Postclosure SWIS 12-AA-005 (JTD)*. This

document describes the design assumptions for the closure cap and postclosure maintenance.

The following document can be provided upon request:

- California Regional Water Quality Control Board North Coast Region, May 2, 2013, *Order No. R1-2023-0014 Waste Discharge Requirements for Closure of the Humboldt Waste Management Authority Cummings Road Class III Solid Waste Disposal Site Humboldt County*. Waste Discharge Requirements (WDR) are developed and issued by the NCRWQCB, and describe the minimum required landfill monitoring and maintenance during postclosure. The Monitoring and Reporting Program (MRP) is the part of the WDR that describes the required groundwater, surface water, leachate, gas, and visual monitoring.
- Lawrence & Associates, September 9, 2016, revised December 20, 2016, *Postclosure Monitoring and Operations Plan for Cumming Road Landfill SWIS 12-AA-005*. This document provides a summary of the methods of monitoring and maintaining the Landfill.

III. Scope of Work

HWMA intends to enter into an agreement with a qualified environmental consultant to perform groundwater, surface water, perimeter landfill gas, vapor, and leachate monitoring and prepare various reports for Cummings Road Landfill from third quarter/second half of 2023 through second quarter/first half 2025. At HWMA's discretion, the contract could be extended for two additional terms of five years each. A copy of HWMA's standard agreement is included in Attachment A. The scope of work is based on Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R1-2013-0014 and the perimeter landfill gas (LFG) monitoring requirements specified under Title 27.

Groundwater, Leachate, Vapor and Surface Water Monitoring and Reporting

Sampling and analysis shall be performed in accordance with MRP No. R1-2013-0014 and as summarized **Tables 1, 2 and 3** (following text). The selected consultant will be required to conduct the following monitoring and reporting tasks in accordance with the requirements of MRP No. R1-2013-0014:

- Measure and record the depth-to-water in each onsite groundwater-monitoring well and piezometers on a quarterly basis.
- Sample the onsite groundwater monitoring wells and various springs points on a semiannual or biennial basis, as required under the MRP. Field measurements for pH, specific conductance, temperature, turbidity, and siltation shall be taken and recorded on field data sheets. Samples shall be properly preserved and

immediately stored on ice. Chain-of-custody documentation shall accompany the samples through collection and delivery to the laboratory.

- Sample leachate points EW-11R, L-15, L-17R, L-11R, L-22, L-20R on a semi-annually basis (**Table 1**).
- On a semi-annual basis, unsaturated-zone monitoring shall be performed at perimeter gas-monitoring wells P-1/D2, GP-5S, GP-5D, and gas-extraction well EW-12. The unsaturated-zone monitoring entails field sampling for methane and collection of vapor samples for VOC analysis using EPA method TO-15 (See **Tables 1** and **2**). The methane and TO-15 results are reported in the semi-annual and annual monitoring reports required under the WDR/MRP. TO-15 sampling is currently performed on a semi-annual basis, however, the TO-15 sampling frequency may be reduced to every five years (as required in the MRP) if VOCs continue to be non-detect in the perimeter gas-monitoring wells.
- Perform the five-year COC monitoring event. The next COC event is required in 2025.
- Submit samples to a California state-certified analytical laboratory for routine analyses. The consultant is responsible for paying for all required laboratory analyses, except for any surface water samples collected by HWMA.
- HWMA personnel will sample the first storm that produces surface-water runoff and at least one subsequent storm. HWMA personnel will be responsible for collecting surface-water samples twice per rainy season and will provide the results to the consultant. HWMA will provide all analytical and field results, and the consultant is responsible for including the surface-water results in the semiannual and annual monitoring reports.
- Prepare semi-annual and annual monitoring reports per the WDR/MRP requirements. Consultant shall prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all field-data sheets, chain-of-custody documentation, and certified analytical reports. Consultant shall incorporate information provided by HWMA personnel to address other requirements of the MRP. This information

includes site inspections, leachate extraction volumes, standard observations, and any other pertinent observations. Consultant shall provide the semi-annual and annual monitoring reports to HWMA for approval and certification prior to regulatory submittal.

- Consultant is responsible for uploading all monitoring reports and groundwater data to the State of California GeoTracker website.

Bimonthly Surface Water Reporting

Consultant shall prepare the bimonthly surface-water monitoring reports using field and laboratory data supplied by HWMA staff, including field sample forms, rainfall data, and laboratory analytical results, as required in the MRP Order No. R1-2013-0014, Subsection I.A.3. – Surface Water and Storm Water Sampling Report. HWMA personnel will be responsible for collecting surface-water samples and providing the results to the consultant. HWMA will provide all analytical and field data, and the consultant is responsible for preparing the bi-monthly surface water reports and include the surface-water results in the semiannual and annual monitoring reports. Each report shall include a site map showing the sample locations, summary of results, a discussion of water quality sampling and seep detection and response, tabular summary of the monitoring results, rainfall records, laboratory reports, conclusions and recommendations. Consultant shall review the analytical results to determine if there are any water-quality exceedances attributed to leachate. Each report shall include all sampling results from the previous months and the final report of each rainy season shall document when surface-water discharge stopped at the site for the season. Consultant shall assume five reports per year.

The bimonthly surface water report is required to be submitted by the 15th day of the month after the first sampling and then every second month on the 15th of the month for the remainder of the rainy season. Up to five bi-monthly surface water reports may be required per year. Consultant shall provide reports to HWMA for approval prior to regulatory submittal. Consultant is responsible for uploading all bimonthly surface water reports and data to the State of California GeoTracker website.

Landfill Gas Perimeter Probe and Structure Monitoring and Reporting

Consultant shall perform perimeter gas-monitoring and structure monitoring as required by Title 27. All perimeter gas-monitoring probes and structures will be monitored quarterly using a landfill gas (LFG) analyzer, such as a Landtec GEM 5000 LFG monitor (or equivalent). The LFG analyzer shall be calibrated in accordance with manufacturer's recommendations. The consultant will be responsible to perform the following tasks:

- Conduct quarterly perimeter landfill-gas monitoring at the six perimeter landfill gas monitoring wells located around the Landfill and the three structures located at the site, including the maintenance shop, office trailer, and restrooms **(Figure 2)**.
- Prepare perimeter gas-monitoring reports on a quarterly basis.
- Submit gas-monitoring reports to the HWMA for review and approval, and submitting the approved reports to the LEA. Copies of the quarterly gas-monitoring reports shall be included in the semi-annual and annual monitoring reports required under the WDR/MRP.

Deliverables

All water quality reports shall be signed and stamped by a California-certified professional civil engineer or professional geologist. All reports shall be provided to HWMA for review at least seven business days prior to the regulatory due dates. Following HWMA approval, the reports shall be submitted electronically to the regulatory agencies and promptly uploaded to GeoTracker.

Schedule

Consultant is responsible to make quarterly groundwater-level measurements. Groundwater sampling for the first-half semi-annual period shall be performed in the first quarter, and reporting for the first-half semi-annual monitoring period (January through June) shall be performed in early July. Sampling for the second semi-annual monitoring period (July through December) shall be performed in the third quarter and reported in the second-half and annual monitoring report. This sampling interval ensures samples are obtained during the wet and dry seasons.

For the surface water reporting, the landfill monitoring data (field forms, rainfall data, lab reports) will be provided to consultant at least two weeks prior to the report due dates.

Perimeter gas monitoring shall be performed on a quarterly basis, and the gas-monitoring reports shall be submitted on a quarterly basis, within 15 days of the end of the previous quarter.

Qualifications

The selected consultant must be a full-service vendor and shall provide to HWMA all labor materials, equipment, supplies and expertise necessary to fulfill the monitoring and reporting requirement specified herein. The performance of these services shall be in full compliance

with all applicable Federal, State and local laws, rules, regulations, and orders specified above.

IV. Project Schedule

1. Release Request for Proposal April 14, 2023
2. Proposal Due Date May 12, 2023
3. Staff Evaluation review/recommendation June 1, 2023
4. HWMA Board Consideration & Approval June 8, 2023
5. Award Contract June 8, 2023

V. Proposal Requirements

The Proposal must contain the following components:

1. Cover/Transmittal Letter: This letter must be signed by a member of the firm with the authority to commit to an agreement on behalf of the firm submitting the Proposal. Please acknowledge receipt of any addenda received, if applicable.
2. Company Profile: Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience.
3. Statement of Qualifications: Provide specific information concerning the Proposer's experience with the services specified in this Request for Proposal. Examples of projects in progress or completed in the last five years that are comparable to the Scope of Work described above. Support your capacity to perform the services detailed in this Request for Proposal. Include references with names, addresses, and phone numbers.
4. List of Responsible Personnel: List the principal-in-charge, and others who will be directly involved with the Contract work. Provide a description of experience for each person listed. Include an organizational chart of key personnel involved.
5. Acknowledgement of Scope of Work: Provide an acknowledgement of the Scope of Work and provide an analysis of the methodology developed to perform all required services for the scope of work described above.
6. Acknowledgement of Review of Contract Agreement: The respondent selected to provide the requested scope of services shall be retained under HWMA's contract agreement ("Agreement"). A sample of the Agreement is attached to this Request for Proposal as **Attachment A**. Include a written acknowledgement that the sample

agreement was reviewed and is acceptable. If any portion of the agreement is unacceptable to the respondent, the acknowledgement shall note the respondent's exception.

7. Budget Proposal: Provide a separate, sealed budget proposal and fee schedule that outlines all associated costs associated with the required services, broken down by category of products and services, and all on-going costs for any recommended or required services. The Budget Proposal shall include a fee schedule showing the applicable rates and charges ordinarily incurred during pursuit of the services anticipated by the Scope of Work including, but not limited to, direct personnel rates, overhead rates, equipment and vehicle charges, mobilization, travel and per diem charges, shipping, office and reproduction charges, and sub-contracting/outside services mark-ups including all laboratory analyses.

The budget proposal and fee schedule shall be submitted in a separate, sealed, envelope marked with the respondent's name and labeled "Budget Proposal for Cummings Road Landfill Monitoring and Reporting Proposal." The Budget Proposal will not be opened by HWMA until a review of the Proposal (Items #1 through #6) has been completed.

VI. Submission Requirements

The Consultant shall submit five hard copies of the Proposal, an electronic copy on a USB drive, and the separately, sealed and labeled Fee Proposal all together in a sealed envelope or box clearly marked with the Consultant's name and labeled "**2023 Proposal for Cummings Road Landfill Monitoring and Reporting.**"

The proposals shall be delivered to the Humboldt Waste Management Authority at the address shown below no later than 4 p.m. on May 12, 2023. Late proposals will not be accepted.

*Anthony Heacock, Director of Environmental Health & Safety
Humboldt Waste Management Authority
1059 West Hawthorne St.
Eureka, CA 95501*

VII. Evaluation Criteria

Statement of Qualifications will be screened for technical merit by a Review Committee comprised of HWMA and HWMA-designated personnel. The Committee will score and then rank the respondents based on the scoring from the proposal (Items #1 through #6 listed under

Section 5). The following items will be used to assist in the scoring of the Statement of Qualifications:

1. Understanding of the work to be done (20%).
2. Experience with similar kinds of work (40%).
3. Quality of staff for work to be done (15%).
4. Demonstrated technical ability (25%).

After ranking the respondents, the Committee will examine the Budget Proposal from the top-ranked respondent. If, in the opinion of HWMA, that the Fee Proposal is unacceptable, HWMA will attempt to negotiate acceptable changes. If, in the opinion of the HWMA the negotiations are unsuccessful, HWMA will open the Fee Proposal from the next-ranked respondent and either accept the Fee Proposal as-is or attempt to negotiate reasonable changes. This process will be repeated until, in the judgment of HWMA, a respondent is arrived at that is best qualified to perform the requested services at the most reasonable cost and in the best interest of HWMA. HWMA is not obligated to accept any of the submissions or to enter into an agreement with any of the respondents.

VIII. Award of Agreement

HWMA reserves the right to negotiate the terms of the agreement for this project with one or more respondents. If only one respondent submits a Proposal, HWMA may, at its sole discretion, enter negotiations with that respondent or terminate the Request for Proposal process. Upon completion of the evaluation period, HWMA shall notify the respondent(s) who will be considered for further evaluation and negotiation. All respondents so notified may be requested to make presentations and, if necessary, shall negotiate in good faith in accordance with direction from HWMA. Any delay caused by respondent's failure to respond to direction from the HWMA may lead to a rejection of the submission. HWMA may, in its sole discretion, determine not to enter into negotiations with any respondents or with all respondents. Once negotiations with a particular respondent are terminated, HWMA will not reopen negotiations with that respondent. Notwithstanding anything to the contrary in this Request for Proposal, HWMA reserves the right to award the agreement to the respondent whose submittal is determined by HWMA, in its sole discretion, to be in the best interest of HWMA. The respondent with the lowest price will not necessarily be selected.

If HWMA determines to award the agreement, a personal services agreement (see Attachment A) will be sent to the successful respondent for execution. Respondents are advised to ensure that they will meet insurance coverage requirements before submitting their proposals. No

submission shall be binding upon HWMA until the agreement is signed by duly authorized representatives of the selected respondent and HWMA and insurance certificates are received by HWMA.

IX. Right to Reject

This Request for Proposal is not a contract or commitment of any kind by HWMA and does not commit HWMA to award a contract or pay any cost incurred in the preparation of a submission. HWMA, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposals. All submittals will become the property of HWMA. Failure to provide any of the requested information within the specified submission period may cause HWMA, at its sole discretion, to reject the submittal or require additional information.

X. Confidentiality of Proposals

All submittals are subject to the California Public Records Act (Cal. Govt. Code Sections 6250 et seq.). If a proposer believes any portion of a submittal contains trade secrets or other proprietary information as defined by applicable state law, the proposer may mark such proprietary information as “Confidential,” and HWMA will withhold such information from public disclosure provided HWMA concurs that the information, or portion, is exempt from disclosure under state law. HWMA will have no obligation to withhold from public disclosure any information not marked by the proposer as confidential. All proposals will be withheld from public disclosure until a contract with a successful consultant has been fully executed or this procurement is otherwise terminated by HWMA.

The party submitting a proposal assumes all responsibility for any challenges resulting from any non-disclosure and shall indemnify and hold harmless HWMA from and against all damages (including but not limited to attorneys’ fees), and pay any and all cost and expenses related to the withholding of proposal information. A prospective consultant and/or contractor shall not make a claim, sue, or maintain any legal action against HWMA or its directors, officers, employees, or agents concerning the withholding from disclosure of submitted information.

XI. Protest Procedures

Protests based upon alleged improprieties in this procurement process must be submitted in writing to HWMA’s Executive Director or Director’s designee, within 72 hours from receipt of the notice from HWMA advising of staff’s recommendation for award of contract. The protest must contain a complete written statement of the basis for the protest and include all supporting documentation on which the protest is based.

Table 1 - Routine Monitoring Locations and Testing Programs, MRP R1-2013-0014

Parameters	Test Methods	Groundwater					Springs			Leachate	Unsat. Zone
		Semi Annual MW-5-AL, MW-7-WCA, MW-14-HCA, MW-19- HCA, MW-32-HCA, MW-45-W, MW-46-WCA, MW-47- W, MW-53-HCA	Annual MW-23-W, MW-25-W, MW-26-W, MW-48-W, MW-49-W, MW-51-HCA, MW-52-W	Biennial - Odd MW-15-W, MW-21-W, MW-22-H, MW-29-H, MW-31-HCA, MW-38-HCA, MW-40-H	Biennial –Even MW-18-WCA, MW-28A-WCA, MW-30-HCA, MW-39-HCA	Quarterly Piezometers: MW-33-W, MW- 34-W, MW-41-W, MW-42-W, MW- 43-W, MW-44-W	Semiannual SPR-1CA, SPR-2CA, SPR-8, Woodgulch, WoodgulchA	Biennial Odd SPR-3CA, SPR-5CA, SPR-10	Biennial Even SPR-4CA, SPR-6ACA, SPR-7, SPR-9		
Field											
Groundwater Elevation	Field	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	N/A	N/A	N/A	Semiannual	N/A
pH, EC, temperature	Field	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Turbidity	Field or EPA Method 180.1	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	N/A	N/A
Flow rate	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Monthly1	N/A
Total Flow	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Monthly1	N/A
Dissolved oxygen	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A
Siltation	Field	Annual	Annual	Annual	Annual	N/A	N/A	N/A	N/A	N/A	N/A
Methane	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Semiannual
Lab						N/A					
Chloride	EPA Method 300.0	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Calcium, Magnesium, Potassium, Sodium; Ammonia as N; Sulfate	EPA Method 6020 (Ca, Mg, K, Na) EPA Method 300.0 (sulfate) EPA Method 351.2 (Ammonia)	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Bicarbonate and Carbonate Alkalinity as CaCO3; Total Dissolved Solids		Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Volatile Organic Compounds (VOC)	EPA Method 8260 or TO-15	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	Semiannual
Chemical Oxygen Demand	EPA Method 410.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Semiannual	N/A

Footnotes: CA = Corrective Action Monitoring Points; N/A = Not Applicable 1: Total flow from system.

Table 2 – Five-Year COC Monitoring Locations and Testing Programs, MRP R1-2013-0014

Parameters	Groundwater			Springs	Leachate	Unsaturation Zone
	MW-5-AL, MW-7-WCA, MW-14-HCA, MW-15-W, MW-18-WCA, MW-19-HCA, MW-28A-WCA, MW-32-HCA, MW-45-W, MW-46-WCA, MW-47-W, MW-48-W, MW-49-W, MW-51-HCA, MW-52-W, MW-53-HCA	MW-23-W, MW-25-W, MW-26-W, MW-22-H, MW-29-H, MW-30-HCA, MW-40-H	MW-21-W, MW-31-HCA, MW-38-HCA, MW-39-HCA	SPR-1CA, SPR-2CA, SPR-8, Woodgulch, WoodgulchA	EW-11R, L-15, L-17R, L-11R, L-22, L-20R	GP-1/D2, GP-5S, GP-5D, EW-12
Dissolved inorganics, low level VOC, SVOCs, chlorophenoxy herbicides, organophosphorus pesticides, PCBs, organochlorine pesticides	Five year			Five year	Five year	
Dissolved ions (Ca, Mg Na, K, Cl, SO4, HCO3, CO3)		Five year				
Dissolved ions, organochlorine pesticides			Five year			
VOC (TO-15)						Semiannual ¹

Footnotes: CA = Corrective Action Monitoring Points;

Dissolved inorganics = Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Ag, Sn, V, Zn, Fe, Mn, Pb, Hg, Ni, Se, Tl, cyanide, sulfide, Ca, Mg, Na, K, Cl, sulfate, bicarbonate/carbonate alkalinity.

1 = Unsaturated Zone Monitoring may be reduced to 5-year frequency, depending on results.

Table 3 - Five-Year Constituents-of-Concern Monitoring Parameters and Test Methods

Parameter	Test Method
VOC (low level)	EPA Method 8260
Chlorinated herbicides	EPA Method 8151A
Organophosphorus pesticides	EPA Method 8141A
Semi-volatile organic compounds	EPA Method 8270
PCBs	EPA Method 8082
Organochlorine pesticides	EPA Method 8081A
Cyanide	EPA Method 335.2
Dissolved Inorganics*	EPA Method Series 6000/7000 for metals; EPA Method 9010B or 335.2 for cyanide, EPA Method 9030B or SM4500-2F for sulfide; EPA Method 300 for chloride and sulfate, SM2320B for HCO3/CO3 alkalinity

Footnotes: * Dissolved inorganics = Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Ag, Sn, V, Zn, Fe, Mn, Pb, Hg, Ni, Se, Tl, cyanide, sulfide, Ca, Mg, Na, K, Cl, sulfate, bicarbonate/carbonate alkalinity – requires sample filtering.

ATTACHMENT A

Water Quality & Landfill Gas Monitoring & Reporting, Cummings Road Landfill Services Agreement

**AGREEMENT BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY AND
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (“Agreement”) is effective as of _____, by and between the Humboldt Waste Management Authority, a joint powers authority (hereinafter referred to as “Authority”) and _____, a _____ (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, HWMA solicited proposals for Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill; and

WHEREAS, HWMA has determined that Consultant has the demonstrated qualifications, skills and training necessary to perform the services and the Authority desires to retain Consultant to complete the services based on the terms and conditions below.

NOW THEREFORE, based on the mutual terms, conditions, covenants and agreements recited above and made a material part hereof, the parties agree as follows:

1. Scope of Services.

1.1 Services Defined. Consultant agrees to perform services as set out in Exhibit A, “Scope of Work, Compensation” attached hereto and incorporated herein (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1-18 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1-18 shall control over those in Exhibit A.

(a) Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing services pursuant to this Agreement excepting those specifically identified in Exhibit A.

1.2 Special Conditions. Consultant shall comply all additional terms set forth in Exhibit B “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions X No Special Conditions

1.3 Special Insurance Conditions. Consultant shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit C “Special Insurance Conditions,” if any are so required [*check applicable box*]:

_____ Special Insurance Conditions X No Special Insurance Conditions

2. Compensation for Services, Payment.

2.1 The Authority shall pay Consultant at the rate and basis as set forth in Exhibit B, not to exceed \$_____.

2.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments, Consultant shall provide a time summary of work performed by each person for whom

charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, condition of this Agreement, or if the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. Term, Commencement of Services, Completion of Services.

3.1 *Initial Term, Commencement of Services.* Services of Consultant shall commence on **July 1, 2023**. Unless earlier terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement shall begin on the Effective Date and terminate two (2) years after the Commencement Date on June 30, 2025 (“Term”).

3.2 *Additional Terms.* The Authority has the exclusive right to extend the Term beyond the period stated in Section 3.1 for two (2) periods of five (5) years each. The Authority shall notify the Consultant of its intent to extend the Agreement no later 180 days prior to the end of the then-current Term. Within thirty (30) calendar days of Authority’s notice, Contractor shall provide written acknowledgment of the extended contract period. All provisions of this Agreement shall remain in effect during any Extension, including the Contractor’s obligations and all provisions related to Contractor compensation, subject to amendment of those Agreement provisions expressly made by mutual Agreement of the Parties and in writing. Wherever used in this Agreement, “Term” shall mean and include any additional period duly extended under this Section.

3.3 Suspension and Termination.

(a) *Suspension.* At any time and for any reason, the Authority may temporarily suspend the Services upon five days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the Authority has provided written notice to Consultant to re-commence Services.

(b) *Project Termination.* The Authority may for any reason and at any time terminate the project for which Services were engaged and thereby permanently suspend the Services upon five days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement and Consultant shall be entitled to invoice the Authority to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred until the effective date of termination.

3.4 *Delivery of Project Materials to Authority.* Upon the effective date of Services termination, Consultant shall promptly deliver to the Authority all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of the Authority upon the date of termination.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Consultant Status.** Consultant is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.

6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Each party shall provide the name and contact information of its Designated Representative in writing to the other, and either party may change its Designated Representative or contact information by giving written notice to the other party.

8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:
Executive Director
Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA, 95501

Consultant:

9. **Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and Consultant is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Consultant shall hold harmless, defend and indemnify the Authority, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Authority, except where caused by the active negligence, sole negligence, or willful misconduct of the Authority.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or Consultant is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission

of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are attributable to, in whole or in part, negligence of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

10. Insurance.

10.1 General Insurance Requirements.

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit C, Special Insurance Provisions, if any. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.
- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Consultant shall have its insurer endorse the third party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.
- (e) In the event the Consultant subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- (g) The Authority may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for the Authority, and the financial capability of the Consultant to bear the risk of losses

without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit C.

- 10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, professional or errors and omissions insurance coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
- 10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, commercial general liability insurance coverage shall not be less than \$2,000,000 general aggregate.
- 10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, automobile insurance coverage shall not be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 11. Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.
- 12. Time of the Essence.** Time limits stated in this Agreement are of the essence.
- 13. Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 14. Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 15. Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid

unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

16. Assignment, Subcontract. Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:

- a) Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- b) Each subcontractor shall be obligated to Consultant and the Authority in the same manner and to the same extent as Consultant is obligated to the Authority under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- c) Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Consultant shall provide insurance certificates and endorsements of its subcontractors.

17. Permits, Licenses And Approvals. Consultant shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

Eric Keller-Heckman, Executive Director

Date: _____

CONSULTANT:

Name:
Title:

Date: _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION



Staff Report

DATE: April 9 2023

For Meeting: April 13 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 4)
Set a Special Meeting for the Purpose of Receiving and Discussing Draft Fiscal Year 2023-2024 Budget.

RECOMMENDED ACTION: Voice vote.

That the Board discuss and set a date and time for a Special Meeting to be held in April 2023 for the purpose of receiving and discussing the draft fiscal year 2023-2024 budget.

DISCUSSION:

Staff requests Board members discuss and set a date and time for a special meeting to be held in April to receive and discuss the draft fiscal year budget.

Staff recommends either April 20th or April 27th for consideration, but recommends the Board have their calendars available to coordinate dates as needed.

Either of these dates will allow the HWMA board to provide direction as appropriate and allow time for staff to present the draft budget to the HWMA Executive Advisory Committee prior to the boards regular meeting in May.

FISCAL IMPACT:

None.



Staff Report

DATE: March 30, 2023 For Meeting: April 13, 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 5)
Review and Approve Request for Proposals for “Transportation and Organic Processing Services”

RECOMMENDED ACTION: Voice vote.

That the Board:

- 1) Review and Approve Request for Proposals for “Transportation and Organics Processing Services; and
- 2) Form an Evaluation Committee Comprised of Two (2) HWMA Staff members and Members of HWMA’s Technical Advisory Committee to Review Draft Request for Proposal and Evaluation Criterion; and
- 3) Approve Procurement Steps and Schedule; and
- 4) Other Direction as Appropriate.

DISCUSSION:

At the February 9, 2023 meeting the Board received a presentation outlining the general approach for the Authority to lead coordination activities to securing organic waste processing services on behalf of its Members. At that meeting the Board also approved the Draft Amended and Restated Joint Powers Agreement¹ to secure flow control of source-separated designated organic materials and directed the development of a “Transportation and Organics Processing Services Request for Proposal (RFP)”.

Draft Request for Proposal & Agreement

Staff has prepared the attached Request for Proposal document for review. The draft RFP was circulated to member staff to gather projected tonnage data and comments, with edits incorporated in the final document.

At the time of this staff report the template agreement was still being finalized and will be presented to the board at the meeting.

Any modifications directed by the Board will be incorporated into the Final document prior to release for solicitation.

Evaluation Committee

In addition to approving the RFP, staff requests the Board formally establish an RFP Evaluation committee comprised of Member staff representatives, two HWMA staff members and the Interim Executive Director who will facilitate the review and recommendation process. Member and HWMA staff will review and evaluate submitted proposals to provide a recommendation to the Board.

Procurement Steps and Schedule

Staff requests that the Board review, discuss and approve the Procurement Steps and Schedule as presented below.

Procurement Steps and Schedule

Steps	Target Date
1. Staff circulates draft Transportation and Organics Processing Service RFP to Member staff for review and comment.	March 29, 2023
2. Present Transportation and Processing of Organic Services Procurement Options and Evaluation Criteria to the HWMA Board	Thursday April 13, 2023
3. Board to establish RFP Evaluation Committee	Thursday April 13, 2023
4. Released for 45-day Solicitation Period.	Monday April 17, 2023
5. Mandatory On-Site Pre-Proposal Meeting	Wednesday May 3
6. Deadline to submit written questions and clarifications by Proposers.	Friday May 12, 2023 by 4 PM
7. HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	Friday May 19, 2023
8. Proposals Due:	Friday June 2, 2023
9. RFP Evaluation Committee to Review, Analyze and Rank Proposals and Prepare Board Recommendation	Dates to Be Determined
10. RFP Proposer Recommendation and Presentation to the HWMA Board	Thursday July 13, 2023
11. HWMA and Contractor(s) complete final agreement negotiations	No later than August 15 th , 2023
12. HWMA Board of Directors to Approval Final Agreement	Thursday Sept. 14, 2023
13. Contractor to commence services	By July 1, 2024 or sooner

FISCAL IMPACT

Minimal Administrative time spent by staff developing the document.

ATTACHMENT:

1. Draft Transportation and Organics Processing Request for Proposal Final Packet

REQUEST FOR PROPOSALS

FOR

**Transportation and Organics Processing
Services**

ISSUED BY:



Humboldt Waste Management Authority

**1059 West Hawthorne Street
Eureka, CA 95501**

April 17, 2023

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1.0 GENERAL INFORMATION

The Humboldt Waste Management Authority (“HWMA or Authority”) issues this Request for Proposals (RFP) to solicit from qualified Proposers proposals for the “Transportation and Processing Services of Organics Materials’ from HWMA and its Member Agencies. HWMA is soliciting Proposals from entities or contractors (“Proposers”) with demonstrated experience and qualifications in providing Organics Transportation and Processing Services as set forth in this RFP.

Proposals are due and must be delivered in a sealed envelope to **Eric Keller-Heckman, HWMA Interim Executive Director**, no later than 3pm Friday June 2, 2023.

HWMA’s intent is for Transportation and Processing Services of Organics Material to begin on or before July 1, 2024. Proposers are asked to carefully review the Rate Proposal Form Instructions prior to completing the Rate Proposal Form.

The HWMA is seeking proposals from qualified firms or contractors (“Proposers”) to provide transportation and composting, or other organics processing services for the management of plant, food waste, or other organic materials. The Transportation and Processing Services of Organics Materials Agreement (“Agreement”) will be between HWMA and the selected Proposer(s) for a three (3) year period. The term of the new Agreement(s) will commence on July 1, 2024, or sooner if an alternative start date is negotiated, and will end June 30, 2027. HWMA may extend the Term of this Agreement(s) for one or more periods in two (2) year increments, on the same terms and conditions.

Proposals are being solicited from qualified Proposers, or a group of qualified Proposers that form a team arrangement, for purposes of this **45-day** solicitation. In the event a teaming arrangement is proposed, the Proposers are expected to establish a team that is represented by a single prime Proposer responsible for negotiating and entering into an agreement and who will serve as the primary contact and responsible party.

1.1 Humboldt Waste Management Authority

Established in 1999, the Humboldt Waste Management Authority is a Joint Powers Authority (JPA) comprised of six member agencies (the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and County of Humboldt) responsible for receipt, management, and disposal of Member’s solid wastes, and to act as a regional focal point for waste diversion programs and services. One of the primary goals of the Authority is to provide cost-effective waste reduction, recycling, and solid waste disposal services and programs to Members. The cities of Fortuna and Trinidad are not members of the HWMA.

In its entirety, Humboldt County generates and disposes of approximately 105,000 tons of solid waste annually. Of this tonnage, HWMA has flow control of its Members solid wastes and is responsible for the management and disposal of approximately 85,000 tons of solid

waste generated annually within our member jurisdictions. Disposal of remaining 20,000 tons of solid waste is the responsibility of the generator and their contracted waste hauler.

HWMA operates the Hawthorne Street Transfer Station located at 1059 West Hawthorne Street in Eureka, California. The Hawthorne Street Transfer Station is a permitted large volume transfer facility which accepts municipal solid wastes for drop off by local franchise collection haulers and the public. HWMA also contracts with two (2) operators of privately owned satellite transfer stations (located in McKinleyville and Fortuna) for the loading of Member solid waste into Authority designated trailers. Hawthorne Street Transfer Station and satellite loaded solid waste is collected, loaded, and transported by transfer trailer and trucks to the Dry Creek Landfill located in Medford, Oregon.

The Authority is currently undergoing facility improvements and permitting to accept source-separated organics at the repurposed “Eureka Recycling Center” located at the Hawthorne Street Transfer Station to serve as the main hub for organics drop off in Humboldt County. This area of our facility is referred to as the “Eureka Organics Processing Facility”.

1.2 Humboldt County

HWMA’s Transfer Station is located at 1059 W. Hawthorne Street within the City of Eureka, California, just off U.S. Highway 101. Eureka is located approximately 250 miles north of San Francisco, or approximately 110 miles south of the Oregon State border. Humboldt County is bound to the north by Del Norte County; on the east by Siskiyou and Trinity Counties; on the south by Mendocino County and to the west by the Pacific Ocean. The County encompasses 1,200 square miles or 2.3 million acres, 80 percent of which is forestlands, protected redwoods and recreation areas.

The California Department of Finance reports the 2022 population of Humboldt County as 135,168. The population growth of Humboldt averages 0.1% a year. The County’s seven (7) incorporated cities range in population between 300 to 27,000 persons, with approximately 72,042 residents living in unincorporated communities located throughout the County.

Humboldt County	Population January 1, 2022
Arcata	17,633
Blue Lake	1,165
Eureka	27,134
Ferndale	1,376
Fortuna	12,523
Rio Dell	3,380
Trinidad	300
Unincorporated Humboldt	72,042
Total	135,553

1.3 HWMA and Member Goals and Objectives

HWMA's member jurisdictions need to comply with requirements of various state goals, policies, and regulations. Based on the results of a Statewide Waste Characterization Study of 2014, Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) targets statewide diversion of organics from landfills by 50% by 2022, increasing to 75% by 2025. This is expected to be achieved through recovery of edible food and diversion of organics material to processing by jurisdictions throughout the State.

The HWMA Board of Directors agreed in early 2022 to act as a regional collector of organic materials to secure for transportation and processing of organic materials. HWMA has initiated steps to secure flow control Member and potential Non-Member agencies of their curbside collected organic materials, and perform necessary facility improvements to be the main point of contact for the receipt, transferring and processing of organic materials (green waste and food wastes) delivered to HWMA's Transfer Station by commercial and residential curbside collection and self-haul customers.

HWMA is seeking to secure the best organics transportation and processing services at a competitive price. HWMA's goals and objectives are:

Goals

1. Reduce the volume of waste being disposed to landfill through increased recycling and reuse activities.
2. HWMA seeks to secure compost processing, digestion or other organics processing services, coupled with provision of specified volumes of finished product available at no-charge for our Members.
3. Provide professional, coordinated, and timely service to HWMA and Member Agencies, including their franchisee waste hauler(s), businesses, and residents.
4. Implement innovative and sustainable organic materials recycling, handling, and processing system within Humboldt County.

Objectives

1. Regular and timely collection and removal of Trailers containing organic wastes for processing at the designated Processing facility.
2. Maximum transportation efficiency for organic materials to minimize related green house emissions.
3. For the first six weeks, no minimum guarantee of weekly organic tonnage.
4. Low-cost and efficient local organics processing and recycling services.
5. Produce and market organic commodities for high value end market.
6. Flexibility to adapt to market fluctuations and trends to secure most competitive price rates.
7. Provide innovative and sustainable organic materials recycling, handling, and processing system.

8. Meet all current and future state and local regulations and permitting conditions, and have an Operations Plan approved by local regulatory authorities at the time the Processing Agreement goes into effect.
9. Maintain a safe working environment and fair treatment of employees.
10. Ensure the cost competitiveness and effectiveness of the services provided.

1.4 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following sections.

- **Section 1** contains General Information to assist Proposers in understanding the current and proposed services required, including general information about HWMA and its Members.
- **Section 2** contains Proposal Considerations such as the rights of the Authority, consequence of Contractor's submission of their proposal, costs to prepare a proposal, and the proposal schedule.
- **Section 3** presents Background Information regarding organic material types to process and estimated quantities to be processed under this Agreement.
- **Section 4** Scope of Services, describes the work and services covered by this RFP.
- **Section 5** details the timeline to arrive at an Agreement, and terms and conditions for the requested services.
- **Section 6** discusses the RFP Proposal Requirements to be submitted by the Proposer.
- **Section 7** describes the Cost Proposal and Compensation required for submittal for this RFP and the Proposer's compensation and payment method to be employed by the Authority.
- **Section 8** describes the Proposal Evaluation and Proposer selection process to be followed by the Authority.
- **Section 9** presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP.
- Attachments

2.0 PROPOSAL CONSIDERATIONS

2.1 HWMA Rights

In issuing this RFP HWMA retains, but is not limited to, the following rights.

- To issue addenda to the RFP, including extending or otherwise revising the timeline for submittals.
- To withdraw, reissue or modify the RFP.
- Withdrawing the RFP at any time during the procurement process
- Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Requesting clarification or additional information from the Proposers at any time during the procurement process.
- Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.

- Rejection of any or all proposals, waiving irregularities in any proposals, accepting, or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the Authority.
- Negotiate with more than one Proposer.

Accepting a proposal that does not offer the lowest cost but offers the best overall proposal, which the Authority determined is in the best interest of the Authority and its Member Agencies based on the Proposer's qualifications, operations proposal, financial strength, and willingness to accept the Agreement terms, as well as its cost proposal.

Discontinuing negotiations after commencing negotiations with a selected Contactor if progress is unsatisfactory in the sole judgment of the Authority and commencing negotiations with another qualified Proposer.

2.2 Obligations of Submission of Proposal

Proposers submitting a Proposal understand that:

- Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of the RFP.
- Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements.
- Proposer has read and understands the RFP and complied with every requirement.
- Without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and Agreement and as such means, methods, techniques as may be indicated or required by this RFP and Agreement.
- Proposer submittal of an RFP, and/or any addendums, are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance and furnishing services of the project.

Submission of a Proposal shall not be deemed an agreement between the Proposer and the Authority, and the following provisions apply:

- Authority shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Acceptance of a proposal by the Authority obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against the Authority unless and until it is executed by the Authority Board and the selected Proposer, and the Proposer's performance bond or other surety has been accepted.

2.3 Proposal Costs

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the HWMA. HWMA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the HWMA.

2.4 Proposal Schedule

The HWMA intends to adhere to the schedule provided in Table 1 during the selection process. This schedule may change at the HWMA's sole discretion.

A mandatory Pre-Proposal Meeting at HWMA's Hawthorne Street Transfer Station, 1059 West Hawthorne Street, Eureka, CA will be held on Wednesday May 3 2023. Proposer's must participate in the walk-through inspection and familiarize themselves with any conditions that may affect the performance and proposal prices. Please RSVP **Eric Keller-Heckman**, Interim Executive Director at ekeller@hwma.net no later than Monday May 1 2023.

TABLE 1: PROCUREMENT SCHEDULE

<i>Task</i>	<i>Date</i>
RFP Released for 45-day Solicitation Period.	Mon. April 17, 2023
Mandatory On-Site Pre-Proposal Meeting	Weds. May 3, 2023
Deadline to submit written questions and clarifications by Proposers.	Fri. May 12, 2023 by 4 PM
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	Fri. May 19, 2023
PROPOSAL DUE	Friday, June 2, 2023 by 3 PM
HWMA Evaluation Committee may request clarification of proposals.	TBD
HWMA Evaluation Committee may interview shortlisted Proposer(s).	TBD
HWMA Evaluation Committee Recommends Preferred Contractor(s) to Board of Directors.	Thurs. July 13, 2023
HWMA and Contractor(s) complete negotiations with Contractor.	No later than August 15, 2023
HWMA Board of Directors to Approval Final Agreement	Thursday, Sept. 14, 2023
PROPOSER TO COMMENCE SERVICES.	By July 1, 2024 or sooner

**The Authority retains the rights to modify and/or amend dates as necessary.*

2.5 Anti-Collusion Statement

A sworn anti-collusion statement is included as *Attachment 3* as part of the proposal package. The Authority requires that a non-collusion statement be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State. This certification is required as important evidence in the event that collusion or bid rigging is discovered at a later date. If any Proposer submits a false statement, sanctions may then be taken against the Proposer.

2.6 Conflict of Interest

The Proposer must disclose any contractual relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a sub-contractor included in the

Proposer's response to this RFP, and the HWMA or its Member Agencies. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and the HWMA, its Member Agencies, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The Authority will make the final determination regarding the existence of a conflict of interest.

2.7 Proposals and Public Records

Until selection by HWMA of a Proposer, proposals shall be held in confidence and not subject to public review. After selection of a Proposer, all proposals will become public records and subject to disclosure as required under the California Public Records Act (Government Code §7920.000 et seq). Notwithstanding the foregoing, certain portions of short-listed proposals may be tabulated and presented to the HWMA Board together with proposal rankings and recommendations to inform the HWMA Board's decision-making in selecting a single proposal.

Proposers who believe portions of their proposals are subject to an exemption from disclosure shall clearly mark or label such content as "Confidential" in order to assist HWMA in the event of a Public Records Act request. However, HWMA will make its own evaluation under the Public Records Act of what content in the proposal, if any, is exempt from disclosure. By submitting a proposal, the Proposer hereby holds harmless and agrees to indemnify HWMA, its officials, officers, employees, and agents from and against any losses of any type arising out of actions taken by HWMA in response to any request to review the proposals.

2.8 Proposer Code of Conduct

Proposers are required to follow the "Proposer Code of Conduct" as a result of submitting an RFP. The Code of Conduct for Proposers includes the following:

- Prohibits ex-parte communications with HWMA Board members, elected officials of Member Agencies, or Member Agency staff members; and
- Prohibits giving any gift or monetary compensation to an HWMA Board member, HWMA staff member, Member Agency staff members or its agents; and
- Prohibits collaboration or discussion with other Proposers of the content of the proposal or rates proposed.

Failure to abide by the above will result in Proposals being disqualified.

3.0 BACKGROUND INFORMATION

There are seven incorporated cities within Humboldt County. HWMA is comprised of six Members including five (5) cities (Arcata, Blue Lake, Eureka, Ferndale, Rio Dell) and the County of Humboldt. Each Jurisdiction contracts for collection of residential and commercial waste and recycling. HWMA member agencies are obligated under the JPA agreement to dedicate flow control of solid and expected to secure flow control of source-separated organic wastes to the Authority prior to contract implementation.

The cities of Fortuna and Trinidad are not members of the Authority.

Jurisdiction	HWMA Member
Arcata	✓
Blue Lake	✓
Eureka	✓
Ferndale	✓
Fortuna	○
Rio Dell	✓
Trinidad	○
County of Humboldt	✓

3.1 SB 1383 Implementation, Organics Flow Control & Estimated Tonnage

Local jurisdictions are in the process of approving ordinances, initiating negotiations with their respective collection haulers to establish mandatory collection services for organic wastes consistent with SB 1383 requirements.

HWMA’s Members are interested in the Authority acting as a regional capacity for the collection and securing necessary processing services, and an amended joint powers agreement is being circulated for approval considerations by Members to give flow control of source-separated organic wastes to HWMA. The governing bodies for the cities of Fortuna and Trinidad need to determine whether to apply to become members of the Authority.

Except for voluntarily source-separated green waste received at HWMA, organic waste is commingled with solid waste. Jurisdictions are working with their collection haulers to establish Commercial and Residential source-separated curbside collection services, and HWMA will be coordinating closely with Members and the collection haulers as routes are established in order to project in-bound organic tonnage.

3.3 Current and Projected Organics (Food & Green Waste) Tonnage

The “*2021 HWMA Waste Characterization Report*” prepared by Cascadia Consulting Group, describes an overall annual average of 85,000 tons of material disposed by HWMA’s Members and identifies approximately of 21,250 tons of organic wastes suitable for composting/processing annually. This includes Not Donatable Food (14.8%), Other Recyclable Paper (6.7%), Compostable paper (5.4%). This does not include green waste received at HWMA as that is already diverted for composting under existing agreements.

Based on current tonnage received and projected organics (food and green wastes) generation, the below table outlines projected Member tonnage volumes to be received by the Authority.

Table 4: Source-Separated Organics tonnage Received/or Projected to Receive from 2021-2025 from HWMA Member Agencies

Calendar Year	2024	2025	2026	2027
Source Separated Food Waste	2000	2600	5000*	5600*
Mixed Food & Green Waste	0	0	0	0
Total Annual Tons	2000	2600	5000	5600

**Indicates projected tonnages*

3.2 Existing Green Waste Processing Services

Since 2003, HWMA has contracted for green waste processing services. Currently the Authority has two (2) agreements related to transportation and processing services for green waste organic material received at the Hawthorne Street Transfer Station and for City of Arcata residents to self-haul and drop off green waste at no-charge to the processing facility. Transportation of green waste from the Hawthorne Street Transfer Station to Steve Morris Logging located at 1500 Glendale Drive, McKinleyville CA (near Highway 299, Glendale Exit) is handled through a contract with Humboldt Sanitation Company expires March, 15 2024. The Agreement for Green Waste processing services by Steve Morris Logging (previously Mad River Hardwoods, Inc) expires June 30, 2027.

Green Wastes

Green waste is received at HWMA through 1) franchise curbside collection and 2) self-haul disposal at HWMA’s Hawthorne Street Transfer Station; and 3) Arcata residents self-hauling green waste to the Processing facility under a processing agreement between HWMA and Steve Morris Logging¹. *Green waste received at the Processing facility from Humboldt Sanitation and Recology’s Fortuna/Redway Transfer Stations, and other self-hauled tonnage is excluded from these estimates.* Approximately 10,200 tons annually is received under this contract.

1. Curbside collection of green waste services are voluntary in the cities of Eureka and Arcata, and not all franchise collection areas provide green waste collection services. Haul trucks deliver the approximately 5000 tons annually of curbside collected green waste to the Hawthorne Street Transfer Station. With an additional 1700 tons from the cities of Rio Dell, Ferndale and Blue lake delivered to other sources.
2. Self-hauled green waste is received at the Hawthorne Street Transfer Station by residents and commercial contractors. Approximately 2500 tons of self-hauled green waste is received at the Hawthorne Street Transfer Station.

¹ The Green Waste Processing Agreement was entered into in June of 2017 with Wes Green Landscaping. At their meeting of March 9, 2023 the HWMA Board of Directors consented to the assignment of the processing agreement to Steve Morris Logging. Steve Morris Logging will be responsible for fulfilling the remaining terms of the agreement until June 30, 2027.

Food Wastes

There are currently no curbside food waste collection services. HWMA Member Agencies have initiated negotiations with their respective collection haulers to establish mandatory services for 1) commercial source-separated food waste, 2) commercial source-separated green waste collection, 3) potentially residential collection of mixed food and green waste. HWMA anticipates accepting publicly self-hauled source separated food waste generated within Member jurisdictions at its facility.

Phased Implementation

Due to differing compliance timelines (Blue Lake, Ferndale and Rio Dell have CalRecycle approved low-population waivers) and procurement delays for route trucks for collection haulers, HWMA anticipates a phased implementation of organics transportation and processing services.

A phased implementation also enables monitoring and education of contaminants, better estimation of projected tonnage, address potential permit constraints, and secure regular scheduling of trailer, truck, and driver coordination.

Preliminarily, the Authority anticipates receiving between 50-200 tons per week with a potential to expand to 18,000 annually during the life of the contract. The initial priority is Commercial Source Separated food wastes, followed by implementation of multi-family and single family residential routes with commingled green and food wastes.

HWMA will coordinate the prioritization and implementation timing of commercial routes containing food wastes collected with the cities of Eureka, Arcata and unincorporated McKinleyville, followed by unincorporated areas of Southern Humboldt with commercial route services as routes are implemented.

The Authority proposes:

Phase 1 Upon notice that a minimum of 48 tons/week of Commercial source separate food waste is secured and can be regularly delivered each week by franchise haulers to HWMA's Organics Processing Facility, contractor will initiate transportation and processing services, and possess the ability to increase the number of trailers and drivers to meet inbound material volume demand as routes and services are implemented.

- No green waste (mixed or source-separated)
- Some additional self-hauled source separated food waste materials generated within Member jurisdictions may be accepted at the Organics Processing Facility.

Phase 2 With the implementation of organic containers and route collection trucks to serve single and multi-family residential customers, HWMA anticipates commingled food and green wastes.

4.0 SCOPE OF SERVICES

HWMA is interested in proposals for transportation services to compost facilities, anaerobic digesters, gasification, biochar, pyrolysis, vermicompost, or other technologies that diverts and processes organic materials from landfill under state law and produces compost or other soil amendments. Proposers for processing services will be required to obtain and remain in compliance with all necessary land-use permits, solid waste permits, water and air permits, and other such permits as may be necessary.

The services to be performed by Proposer shall be to accept, transport, process, and market those organic wastes generated from the HWMA Members and publicly self-hauled organic materials dropped off at the Hawthorne Street Transfer Station.

Proposers are expected to carefully review the Scope of Services that will define the contractual arrangement(s) between HWMA and the Contractor selected through this RFP process. In the event of a conflict between the Agreement and this RFP, the language in the Agreement takes precedence. For all services required under the Agreement, the Contractor must provide all labor, supervision, equipment, and materials in conformance to all required permits and regulatory requirements.

4.1 Transportation

The selected Contractor shall be responsible for the following activities:

1. Proposer must provide a scope of work and identify rates for transportation to the identified Processing Facility.
2. Contractor will be responsible for providing empty Trailers and transportation of organic wastes for delivery to the selected Processing Facility in the Phased implementation approach described in Section 4.1.9. Initially, Contractor will be required to haul a minimum of three (2) loads per week (Tuesday and Friday).
3. Upon notice that the Authority has secured delivery of source separated food waste tonnage in the amount specified in Section 4.1.9, the Contractor shall be responsible for dispatching trucks and trailers for the collection and transportation of material from the Hawthorne Street Transfer Station's Organics Processing Facility and delivering the material to the Processing Facility chosen by the Authority from this solicitation.
4. As organic collection routes are implemented, Contractor shall be expected to provide necessary trailers and trucks to enable removal of material within the permitted timelines approved in HWMA's Transfer Processing/Report permit. HWMA and collection route haulers will coordinate closely with the Contractor for timely and planned implementation.
5. Contactor will provide enclosed and leakproof Trailers with a minimum hauling capacity of 20 tons/trailer.

6. HWMA will load and record the weights of all loaded Trailers for transport to the Processing Facility. Loaded weights will depend upon the capacity of the Contractors provided Trailers (e.g. “possum belly”, “walking floor”, “roll off bins”).
7. Contractor will provide all Trailers, CARB compliant Trucks, labor, rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies and other consumables to provide transportation operations. Trucks and Trailers are to be properly maintained with repairs performed in timely manner to minimize disruption to the Authority’s transportation needs.
8. Contractor shall keep Trailers enclosed, covered and/or sealed with waterproof tarping system to contain Wastes and prevent rainwater infiltration, and spilling or scattering of Wastes during transportation.
9. Depending on where the selected Processing Facility is located, Contractor will be responsible for ensuring a minimum of empty Trailers are available on-site.

Phase 1 implementation:

- a. For in-county processing facility, a minimum of one (1) empty trailer; or
- b. For out-of-county processing facility, a minimum of two (2) empty trailers.

Phase 2 implementation:

- a. For in-county processing facility, a minimum of two (2) empty trailer; or
- b. For out-of-county processing facility, a minimum of four (4) empty trailers.

10. As implementation of curbside organics collection services increases, Contractor is expected to supply an adequate number of Trailers, as determined by HWMA, each day.
11. Contractor shall supply, and properly maintain at all times, a CARB-compliant “yard truck” a power unit vehicle for Authority’s use while moving, loading, and relocating Contractor’s Trailers.
12. Contractor shall provide transportation route from Hawthorne Street Transfer Station to the proposed Processing Facility. For Processing Facilities located out-of-county, Contractor shall also provide alternate route plans in the event of highway closures due to weather events, fires or geologic disruptions resulting in closure of the regular route..

4.2 Organic Processing Facility

The selected Contractor shall be responsible for the following:

1. Proposers will develop, secure property and permits, and maintain necessary infrastructure with sufficient capacity to receive Authority material received at the Hawthorne Street Transfer Stations Organics Processing Facility.
2. Proposers to specify:

- a. Whether “Pre-processing” of organic materials prior to loading into Trailer is required. If Pre-processing is required, what level and type of feedstock processing is necessary.
 - b. Permissible Contamination levels.
 - c. “Unallowable” materials (e.g. metal, plastics, glass, other inerts, animal manure or carcasses)
 - d. Green waste material restrictions (e.g. cannabis, palm fronds, diameter restrictions etc.)
 - e. Any other restrictions.
3. Contractor is required to provide all necessary personnel, rolling stock equipment, and supplies necessary for operations of the facility, and other obligations through the Term of this Agreement.
 4. Contractor’s facility shall be open to receive Authority’s materials Monday through Friday, 6:00 a.m. to 5:00 p.m., including all holidays.
 5. Overall projected organics tonnage may decrease as a result of edible food recovery efforts, source reduction activities, and backyard or small-scale community composting/vermiculture efforts. There will be no minimum tonnage volume or processing fees assessed to HWMA.
 6. Trailers containing Organic Materials will be weighed-in using State certified scales located at the Processing Facility and tracked by Material Type (as described below Section 4.3) accepted with volumes reported monthly to HWMA.
 7. All Organic Materials shall be diverted in a manner that ensures diversion credit under the requirements of AB 939, and compliance with SB 1383 for organics management purposes. Under no circumstances shall any material outside of approved residual waste be considered disposal under State regulatory definitions.
 8. All Organic Materials Processed by Contractor at the Composting Facility shall not be used for any purposes at a landfill and shall not be used as Alternative Daily Cover.
 9. Contractor will provide finished Compost at no-charge to Member Agencies of bulk Compost (tons) up to a maximum of 20% for every ton of material delivered by Member. Contractor will not be responsible for the costs of delivery of finished product to the Authority or its members.
 10. Proposer shall ensure that the traffic into the selected facility flows smoothly, that there are no delays in unloading, and that the unloading area is clear to receive organic materials at all times during operating hours.
 11. The Proposer shall collect organic materials from the Authority’s Hawthorne Street Transfer Station and transport to their composting facility.

12. Maintain sufficient personnel and equipment to process at the Contractor's facility all loads of Organics materials from the Authority.
13. Contractor is responsible for securing markets for all materials and maintaining accurate accounting of material quantities, types, pricing, and payments received on all recovered materials at the highest and best price available in the competitive market.

4.3 Organic Materials Accepted

Proposers may propose on one or more than one material stream be accepted for processing, and should indicate as such in the technical proposal and in **Form 1 Cost Proposal Form**

Green Waste: *Processing of Source Separated Green Waste (no commingled food wastes) is not included in this RFP.* Craft pieces of unpainted and untreated dimensional lumber, and any other wood pieces or generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, milled lumber with no paints, varnishes, finishes, glues, or treatments, sawmill waste, wood crates, grass cuttings, weeds, leaves, branches, dead plants, brush tree trimmings, dead trees (on average not more than twelve (12) inches in diameter) and four (6) feet in length.

Food Waste: fruits, vegetables, grain products, dairy products, meat, seafood, and other compostable food scraps generated at residential or commercial premises from normal household activity, including kitchen fats and greases (not oil).

Mixed Organic Waste: fruits, vegetables, grain products, dairy products, meat, seafood, and other compostable food scraps generated at residential premises from normal household activity, including kitchen fats and greases (not oil), grass cuttings, weeds, leaves, branches, dead plants, brush tree trimmings, dead trees (on average not more than twelve (12) inches in diameter) and four (6) feet in length.

pieces of unpainted and untreated dimensional lumber, and any other wood pieces or generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, milled lumber with no paints, varnishes, finishes, glues, or treatments, sawmill waste, wood crates.

Compostable Food Ware: Includes but is not limited to food-soiled paper, vegetables, napkins, acceptable food packaging items such as pizza boxes, paper towels, compostable bags, to go boxes or utensils and other organic based materials which break down through processing and treatment.

The selected Proposer is expected to be flexible and proactive in working with the Authority in order to provide services in an efficient manner and to add or modify services as requested to improve such services throughout the term of the Agreement.

In addition to the proposed Scope of Services, Proposers are encouraged to provide alternatives provided they can improve the efficiency, reduce costs, and/or reduce the disposal of residual contamination material.

5.0 AGREEMENT ARRANGEMENTS

The procurement schedule in Table 1 outlines the time schedule proposal evaluations, recommendation, and selection of the most responsive Proposer, and to negotiate and execute an agreement with the Authority. The attached draft Agreement provides Proposers an outline of the terms and conditions of the requested services, and the HWMA's roles, responsibilities, and obligations. It is expected that the term of the final agreement will contain a provision to allow two 3-year extensions at the sole discretion of the Authority.

The HWMA is interested in selecting a Proposer that is willing to negotiate and execute an Agreement in a timely manner.

SUBMITTAL INSTRUCTIONS

Proposers are required to provide all information requested in this section, requested attachments and addendum items, if any, as part of their proposals. Failure to provide all required information as listed below may be grounds for rejection of a proposal as non-responsive.

6.1 Qualifications Response

1. State the name and address of the company that will be entering into the Agreement with HWMA, and the name, address, phone number, fax number, e-mail address, and title of person to be contacted regarding the Proposal. Provide the names of any other company (ies) or firms that will share significant responsibilities as team members in performing under the Agreement.
2. Describe your company and staff qualifications as they relate to successfully providing composting, digestion, processing, and marketing of organic material.
3. Describe how the Proposer's material marketing sale programs will create and obtain a superior product and market value.
4. Describe how the company fosters innovation and high-quality performance with proven examples.
5. Describe any proposed partnerships that could support or enhance organics diversion efforts.
6. If companies are submitting as a team, describe any prior successful working arrangements involving similar types of services for similarly sized communities.

6.2 Company Information

At a minimum, provide a detailed description of your company and its qualification to provide the requested services in the RFP.

1. Describe services provided currently, or in the past, to other jurisdictions that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.
2. Provide the name, telephone number, and address for three (3) municipal clients serviced by the Proposer as references for your experience for the services requested in the RFP.

6.3 Key Personnel

Provide detailed information on the Company's personnel to enable the Authority to determine the Company's personnel qualifications and experience to implement the requested services in this RFP.

1. Provide names and resumes of principal officers, partners, or other officials of the company who will perform significant responsibilities required under the RFP.
2. Identify the names of individual(s) who will implement the Agreement, and include resumes for each key individual responsible for implementation of the Agreement.
3. Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in solid waste transfer, organics recycling processing, materials marketing services, and customer service.

6.4 Compliance, Litigation and Debarment History

1. Provide detailed information regarding the Proposer's litigation history. Has any company, partner, or subsidiary proposing on this RFP or any corporate officer been involved within the past ten (10) years in litigation arising from:
 - a. Performance of organics collection, transportation, or processing contracts.
 - b. Violation of environmental laws, regulations, permits, or federal antitrust laws; and
 - c. Connection with allegation of corrupt practices.
2. Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations, or permits? If an answer is "yes," please explain fully.
3. Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the Proposer or its parent for services relating to waste management services, or against such a governmental entity by the Proposer or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.

4. Proposer must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.
5. The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

6.5 Environmental Compliance

List any environmental compliance-permit violations incurred by the company, partner or subsidiary in this venture, or sub-Proposer in the past five (5) years for similar types of facilities operated within Northern California or Southern Oregon.

6.6 Financial Response

1. Demonstrate that the Proposer has financial resources sufficient to undertake the development, operations, and maintenance of the proposed services for the term of the agreement and longer.
2. Provide audited financial statements, including income and balance sheets for the contractually responsible party and any parent company and joint venture company (ies), for the most recent three (3) complete fiscal years and an audited statement through the most recently completed quarter of the current fiscal year.
3. Provide a statement from the chief financial officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent or owners if they are providing financial assurance of performance) since the date of the last audited statements.

6.7 Operations Response

Processing Facilities

Operations information supplied by the Proposer should focus on the methods of performing the services required under Section 4, Scope of Services. Proposers should describe in detail the proposed method for providing the following services requested in the RFP:

1. Provide detailed description of technology that will be utilized and/or processing operating plan, and business plan/model including minimum material volumes necessary to operate efficiently.
2. Anticipated recovery rates for the facilities.
3. Operating limitations of facility, including whether a scale house will be provided or weighing and/or transportation services acquired through separate agreements with other entities.

4. Specify the Organic Material types accepted (use the terms provided in Section 4.2: if additional materials please identify).
5. Report of Facility Information including odor impact mitigation plan if and as required through the permitting process.
6. Proposer shall provide HWMA with a clear protocol for how different material types will be managed at various stages of processing if necessary.
7. Describe a protocol, including a contamination threshold, surcharge, and methodology for identifying reject-able loads at the Facility. Such contamination monitoring must be accompanied with detailed recordkeeping that is maintained on site.

Post Processed Product

1. Anticipated quality of finished soil amendment or compost material with detailed plan for maintaining finished product quality.
2. Plan for contingencies for changes in markets, and the average dollar/ton anticipated to be received for the sale of compost or other outgoing material from facility.
3. Percentage of products meeting organic certification standards.

Facility

1. Describe how facility can provide flexibility including the ability to adapt to changing regulatory environment and advancements in technology;
2. The current or anticipated permitted capacity of facility and the available capacity that is not contractually committed, with an estimate of existing contractually committed capacity.

Regulatory Compliance

1. A list of all operating permits associated with site operations (i.e., Conditional Use Permit, CEQA documentation, State Solid Waste Facility Permit, Regional Water Quality Board permit or approval, any relevant Regional Air Quality Management District or Air Pollution Control Authority approvals, etc.).

Expansion

1. Documentation of any expansion plans, including additional capacity to be constructed, schedule for expansion, and permitting status of the expansion plan needed to ensure the guaranteed capacity;
2. Any import restrictions, taxes, or fees that will be applicable to the receipt of the HWMA material;

Material Sampling

1. A description and samples of the reporting programs and sample reports that will be used to track the material received, processed, tested, and shipped to end-use markets.

6.8 Sustainability

Provide detail on efforts to minimize and mitigate climate impacts. Details should include efforts to:

- Minimize equipment emissions;
- Maximize methane recovery;
- Minimize unprocessed organics; and
- Purchase energy from renewable sources or carbon credits.
- efforts to minimize environmental and other impacts on host communities;
- Describe the net energy usage of the facility.
- Use of local vendors if applicable; and
- Indicate if local compost giveaway programs are available, and the volume proposed to be offered.

6.9 Proposal Alternatives and Exceptions

Proposer shall present any exceptions or requested changes that Proposer has to the Proposal conditions, requirements, or Section 4 Scope of Service. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements identified in the RFP.

In the event the Proposer takes exception to the RFP specifications or wishes to propose an alternative technology, to propose the development of a new facility, or to propose the expansion of processing capacity at an existing operation, they may set forth those exceptions in their overall proposal, but are required to provide details as outlined in Section 4.

6.10 Additional Operational Information

Proposers may provide any additional information that they believe to be applicable to their proposal.

6.11 Agreement Acceptance Response

The HWMA is interested in selecting a Proposer who is prepared to negotiate and execute an Agreement in a timely manner.

The Authority has provided a draft Agreement for Transportation and Organics Processing Services as shown in *Appendix 4* for the Proposers' consideration. The Agreement describes the term of the contract, Contractor's compensation and the rate adjustment methods, dispute resolution procedure, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, reporting obligations, and other provisions. If there are differences between the description of transportation and/or disposal services described in this RFP and the Agreement, the terms and conditions in the Agreement shall prevail.

The Authority is interested in selecting a Proposer that is prepared to accept the provisions of the Agreement in its existing form. Proposer may propose exceptions to the provisions. Exceptions must be accompanied by recommended alternative language. If the exceptions to the Authority's Agreement are not acceptable to the Authority, the Authority may reject the proposal regardless of

its other merits. At the sole discretion of the Authority, all negotiations with a particular Proposer may be limited to the Proposer's exceptions and recommended alternative Agreement language contained in its proposal.

7.0 COST PROPOSAL AND COST FORM

Receiving cost and effective and efficient organics processing and marketing services is a priority for the HWMA Member Agencies. The Proposer is required to submit its cost using the cost form in *Attachment 1*.

8.0 PROPOSAL EVALUATION AND PROPOSER SELECTION

8.1 Proposal Evaluation Procedures

Proposals will be evaluated based on their responsiveness, content, completeness, and clarity. Specific evaluation criteria has been developed that will focus on evaluating the information requested in the RFP. Proposals will be evaluated based on the extent to which they meet evaluation criteria.

Proposals will be evaluated by a RFP Evaluation Committee (RFP Committee) consisting of two (2) HWMA staff members, and members of the Authority's Technical Advisory Committee comprised of staff representatives from each of the Authority's member agencies. The Authority's Executive Director will facilitate the evaluation process and provide support to the RFP Evaluation Committee. The Executive Director will be available to answer questions by the RFP Evaluation Committee as needed, but will not have any proposal scoring and ranking voting authority. Each evaluator will review all proposals received using a set of established evaluation criteria that will be applied to identify the relative strengths and weaknesses of individual proposals.

The ratings from the RFP Committee evaluators will be compiled to determine a preliminary ranking of the proposals based solely on the evaluation criteria. After initial evaluation of proposals and preliminary ranking, the RFP Evaluation Committee may prepare a list of the top ranking Proposers to be interviewed.

Invitations may be issued to Proposers to make oral presentations to and/or interviews with the Evaluation Committee. Site visits to Proposer's representative facilities by RFP Committee members may also be conducted as part of the selection process.

Based on the contents of submitted proposals, the results of interviews and oral presentations and site visits, if conducted, along with any other information requested by the HWMA, the Evaluation Committee will prepare a final ranking of the Proposers and present their rankings and recommendations to the HWMA Board of Directors. After the HWMA Board reviews and approves their selected Proposer, HWMA staff will enter negotiations with the selected Proposer to develop an agreement that provides the services outlined in this RFP. The final agreement will be presented to the Board for approval.

In the event the negotiations with the selected Proposer are unsuccessful, HWMA may designate another Proposer from the list of shortlisted Proposers and enter negotiations with that Proposer(s).

8.2 Proposal Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is satisfied relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented in Table 2.

Table 2: Proposal Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Cost proposal	40
Operations proposal	30
Company qualifications and experience	15
Environmental enhancements, workforce compliance, litigation history and other considerations	15
Interview (Short Listed Proposers)	10
Site Visit (Short Listed Proposers)	15
Total Maximum Score Up To	125

The potential factors that may be considered by the proposal Evaluation Committee when developing the score for each criterion are presented below. Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required including completion of the proposal cost form and compliance with proposal submission process.

Cost Proposal (Maximum 40 points)

Reasonableness of Cost Proposal: Logical relationship between proposed costs and operational assumptions for the cost proposal.

Competitiveness of Cost Proposal: Cost competitiveness relative to other proposals submitted.

Contractor to provide finished Compost at no-charge to Member Agencies of bulk Compost (tons) up to a maximum of 20% for every ton of material delivered by Member

Operational Proposal (Maximum 30 points)

- Approach: Reasonableness and reliability of the proposed services (e.g., technology, equipment, and staffing levels,); reasonableness of productivity and operating assumptions (operating metrics).
- General Operations: Proposed methods of tracking and reporting operational activities such as productivity, staffing levels, and training programs.
- Processing System Design: The efficiency of the processing and contaminant removal equipment layout, equipment, personnel, and use of technology in the Scale software system capabilities, reliability, billing and reporting procedures.
- Commodity Marketing Experience: Demonstrated ability to reliably market the Authority's processed organic materials and obtain the best revenues from commodity sales including: descriptions of current and past materials marketing experiences and purchase contracts with buyers that demonstrate the company's future price/volume commitments.
- Provide copies of all pertinent regulatory permits and contact names for regulatory agencies that monitor the facility's compliance with applicable local, state, and federal laws.

Company's Qualifications and Experience (Maximum 15 points)

- Company Experience: Demonstrated experience of the company in operating transfer stations, transporting waste and other materials, operation of recycling, organics processing and related facilities.
- Past Performance Record: Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, environmental permits, highway requirements, etc.
- Key Personnel Qualifications: Extent and relevance of the qualifications and experience of key personnel proposed for the team and on-going management of the operations.
- Management: Demonstrated capabilities of the company's existing management and its responsiveness to the ongoing needs and requests of customers including: reporting, providing new services, tracking and monitoring operational activities, regulatory compliance, safety record, general quality of operations, billing and collection, scale house performance and management, and administrative services.
- Financial Stability: Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan.
- Jurisdiction References: Level of satisfaction of jurisdictional customers with Proposer services.

Environmental Enhancements, Workforce Compliance, Litigation History and Other Considerations (Maximum 15 points)

- Green-House Gas (GHG) Emissions: Reduction in GHG using alternative fuels in trucks and equipment; purchase or generation of renewable power; the use of carbon offsets to counter atmospheric emissions, or other GHG emission reduction proposals.
- Market Enhancement: Identify domestic markets for organics processed materials.
- Worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates, to include, but not be limited to; employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.
- Provide a table showing the position and number as full-time equivalents (or partial FTE) of all company employees that will be involved with providing these services.
- Describe any criminal proceedings in which the Proposer, and/or any director or officer of the proposer or affiliate and any individual identified as key personnel in the proposal has been named as a defendant that are either currently pending or were concluded within the past ten (10) years. For each proceeding, provide the name of the case, the court in which it was filed, and the docket number.
- Describe any civil lawsuit in which the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, and the docket number. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than \$100,000, need not be disclosed.
- Describe any administrative proceedings involving the Proposer initiated by federal, state, or local regulatory agencies that are either currently pending or were concluded within the past ten (10) years. For each, provide the name of the regulatory Authority, the nature of the proceeding, and the amount of any fines or penalties assessed.

Interview (Maximum 10 points) - Short Listed Proposers may be invited to meet with the Evaluation Committee. Proposers will be expected to provide a presentation outlining their proposal and responses to committee member questions.

Site Visit (Maximum 15 points) – Short Listed Proposers may be asked to coordinate a visit on their Processing site with Evaluation Committee members. Proposers will be expected to describe their operations and provide responses to committee member questions.

9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the requirements presented in Section 4 – Scope of Services and Section 6 - Operations. All data and information furnished by HWMA or referred to in this RFP are provided for the Proposer's convenience. The HWMA does not guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. Proposers are encouraged to independently verify the accuracy and interpretation of all such information or data.

9.1 Authority Contact and Address

Proposers shall submit all correspondences, questions, and the proposal submittal to the following contact individual:

Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
Telephone number: 707.268.8680
Email: ekeller@hwma.net

9.2 Submittal of Written Questions

HWMA requires Proposer to submit all questions and requests for information in writing (email is acceptable) directly to HWMA at the address listed in Section 9.1. The deadline for submitting written questions and requests for information will be **May 12, 2023**.

9.3 Proposal Submittal Format

The Proposer shall submit (2) double-sided hard copies of the complete proposal, no later than **3:00 p.m. Friday, June 2, 2023** in a sealed package. In addition, a thumb drive storage device containing an electronic copy of the proposal in Adobe PDF be submitted in the sealed package. This will be used to distribute to Evaluation Committee members.

Proposals must be printed on 8½” x 11” paper with 30% or greater post-consumer recycled-content paper. All pages shall be consecutively numbered.

**PROPOSAL TO HWMA FOR
“Transportation & Organics Processing Services”
Submitted By : *(Name of Proposer)***

Proposals must be mailed or hand delivered to HWMA’s Business Office address as cited in Section 9.1. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. Postmarks will not be accepted as proof of receipt.

9.4 Clarification of Proposal Information

Proposer may be asked to clarify information through written communications and interviews or during site visits of the Proposer’s processing facility. The clarification process may be performed by HWMA staff or Evaluation Committee representatives.

9.5 Presentation to Evaluation Committee and HWMA Board of Directors

One or more Proposers may be invited to present their proposals to the Evaluation Committee and/or the HWMA Board of Directors. Invitations to present will be based on evaluation of the proposals at a time to be determined.

9.6 Selection of Recommended Proposers

After the HWMA Board of Directors selects and approves a Proposer, Agreement negotiations will commence. Upon notification of being selected to negotiate a contract, the Proposer will have seven (7) calendar days to provide a surety made payable to the HWMA in the amount of \$100,000 in the form of a cashier's check or a surety bond naming the Authority. The purpose of the surety bond is to guarantee that the Proposer will execute in good faith the Agreement. If the selected Proposer does not execute the Agreement within thirty (30) calendar days after receiving notice of its selection, the HWMA reserves the right to keep the surety to offset potential costs associated with identification of an alternate service provider(s) and schedule delays. Un-cashed checks will be returned to all proposers within ten (10) calendar days after an Agreement is executed.

9.7 Schedule

The Procurement Process schedule is presented in Section 2.4, Table 1.

9.8 Proposal Content

Proposals must be submitted according the following format and include the following information:

1. Cover letter containing:
 - Name, address, and telephone and fax number of Proposer and key contact person.
 - Description of type of organization (e.g., corporation, partnership) submitting proposal.
 - If teaming arrangement with is proposed, describe past working relationships on similar projects.
 - Name of entity that would sign the Agreement.
 - A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received.
 - The cover letter and Forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of one year from proposal due date and assures that a performance bond or other instrument as specified in the Agreement will be issued by the Proposer.
2. Executive summary that highlights the major topics of your qualifications and proposal and clearly states the services the proposal addresses.
3. Responses to all information requested in Section 4. Organize your responses into topics, and address each element following the format outlined below so that all requested information can be readily found.
4. Proposal Outline

Each proposal must address the topics and Scope of Services as stated in Sections 4, 6 and 7 of the RFP in the following format:

- I. Title Page, Cover Letter, Table of Contents, Executive Summary
- II. Company Description, Experience and Qualifications Element
Qualifications Response
Company Information
Key Personnel
Compliance, Litigation and Debarment History
Environmental Compliance
- III. Operations Element
- IV. Financial Background Element
- V. Proposed Environmental Enhancements Element
- VI. Agreement Acceptance Component Element
- VII. Attachments
 1. Cost Proposal Form
 2. Facility-Existing
 3. Anti-collusion Affidavit
 4. Agreement Template
 5. RFP Exceptions and Alternatives
- VIII. Appendix, Additional Information – Other information or data relevant to your proposal is optional and may be included as an Appendix to the proposal.

ATTACHMENT 1: COST PROPOSAL FORM

Proposer Name: _____

Processing Rates	
Material Type	Cost per Ton
Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

Transportation Rates	
Material Type	Cost per Ton
Green Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

Total Rate	
Material Type	Cost per Ton
Green Waste	\$ _____/ton
Source Separated Food Waste	\$ _____/ton
Mixed Organics	\$ _____/ton

ATTACHMENT 2: FACILITY-EXISTING

1. **Name of Facility:**
2. **Location:**
3. **CalRecycle Permit Type and Number:**
4. **Daily Facility Permitted Capacity:**
5. **Available Annual Facility Capacity:**

Type of Material Accepted	Quantity of Materials Permitted Annually
Mixed Organics	:Tons
Segregated Green Waste	:Tons
Segregated Food Waste	:Tons
Other (describe)	:Tons
End Use Markets	Tons of Finished Product Annually
Compost	:Tons
Mulch/ Land Application (non Landfill)	:Tons
Biomass/ co-generation	:Tons
Landfill Application	:Tons
Other (describe)	:Tons

ATTACHMENT 3: ANTI-COLLUSION STATEMENT FORM

The undersigned Proposer has not divulged to, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to the proposal whatsoever. Proposer acknowledges that all information contained herein is part of the public domain as defined in the guidelines in Section 2.7 Limits on Disclosure of Proposals as stated in the RFP and as governed by the State of California.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this _____ day of _____, 2023 at _____.

SIGNED BY: _____

TITLE: _____

ORGANIZATION: _____

Subscribed and sworn to before me this _____ day of _____, 2023 at _____.

Notary Public

My Commission expires:

ATTACHMENT 4: AGREEMENT TEMPLATE

DRAFT

ATTACHMENT 5: RFP AND ALTERNATIVES

DRAFT



Staff Report

DATE: March 21 2023

For Meeting: April 13, 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 6)
Proposed Re-Organization

RECOMMENDED ACTION: Voice vote.

That the Board:

- 1) Review and Approve Revised Organization Chart and Pay Plan effective April 13th 2023; and
- 2) Job Description for Director of Finance; and.
- 3) Provide Other Direction as Appropriate

DISCUSSION:

HWMA typically assesses its organizational needs and structure during position vacancies to evaluate and identify opportunities for operational efficiencies. Most recently, in June of 2022 the Administrative Services Director position was reclassified and renamed to the Accounting Manager Position, with a reduction in administrative duties and pay. To date, these administrative duties have not been re-assigned and as such have either been accomplished through a joint effort by staff or have been left to languish.

HWMA has undergone 3 separate recruitment attempts for the position, each attempt was unsuccessful in producing qualified candidates. Staff believes the current pay scale is not commensurate with the required tasks and responsibilities that go along with managing the Authority's financial health, and planning.

Due to the broad range of existing responsibilities and the need to ensure the long-term financial health and stability of the authority staff recommends that the position of Accounting Manager be reclassified to the Director of Finance.

Additionally staff will begin evaluating the duties that may fall outside the scope of the proposed Director of Finance and make recommendations on either reassigning duties and updating job descriptions as necessary or proposing potential new staff positions.

Organization Chart

The proposed changes to the Organization Chart are presented to:

1. Eliminate the Accounting Manager Position
2. Create the Director of Finance position and job description.

Classification and Pay Plans

The proposed and revised job descriptions and revised Pay Plan are attached.

Timing

Staff proposes the reorganization plan go into effect immediately, staff will begin recruitment of the Director of Finance position and place a qualified candidate in the position as soon as possible.

FISCAL IMPACT

These changes result in an annual increase in fully encumbered payroll expenses of \$98,927.30, based on current spending. These increases will be included in the fiscal year 2023-2024 budget.

The Authority has realized a cost savings due to the prolonged vacancy of the Account Manager position, and there are ample funds to fill the Director of Finance Position Immediately.

ATTACHMENTS:

1. HWMA Organization Chart, Rev April 13 2023
2. Pay Plan, Proposed
3. Proposed Job Descriptions for Director of Finance

HWMA Organizational Chart-Proposed

HWMA Organizational Chart-Proposed																							
Board	Arcata			Blue Lake			Eureka		Ferndale		Humboldt Conty		Rio Dell										
Executive	Executive Director										Legal Counsel												
Dept. Director	Director of Finance					1.0 FTE		Director of Operations		1.0 FTE	Director of EH&S			1.0 FTE									
Supervisor						Scale Supervisor		1.0 FTE	Operations Supervisor		1.0 FTE	Landfill Supervisor		1.0 FTE									
Staff	Acct Clerk I/II, Confidential, existing		2.0 FTE	Analyst I/II		2.0 FTE		Scale Attendant		5.0 FTE		MDT I/II/III		16 FTE*	Haz Tech I/II		2.0 FTE	MDT I/II/III		2.0 FTE	Health and Safety Coordinator I/II		1.0 FTE

Effective April 13 2023

*Materials Diversion Tech I/II/III

2.0 FTE Frozen Since FY 2020-2021

**HWMA FY 2022-2023 Pay Plan
Placement Effective April 13, 2023**

Class Title	Salary Range Band(s)	Step 1 (Initial Annual Salary Band)	Step 5 (Final Annual Salary Band)	Percent Difference*
Account Clerk I	2	\$34,134	\$41,490	21.55%
Account Clerk II	9	\$40,575	\$49,319	21.55%
Account Clerk II (Confidential)	13	\$44,787	\$54,438	21.55%
Director of Finance	41	\$89,417	\$108,686	21.55%
Accounting Manager	36	\$79,031	\$96,063	21.55%
Director of Environmental, Health and Safety	41	\$89,417	\$108,686	21.55%
Director of Operations	41	\$89,417	\$108,686	21.55%
Executive Director	55	\$126,344	\$153,572	21.55%
Hazardous Waste Technician I	11	\$42,629	\$51,815	21.55%
Hazardous Waste Technician II	19	\$51,939	\$63,132	21.55%
Health & Safety Coordinator I	11	\$42,629	\$51,815	21.55%
Health & Safety Coordinator II	19	\$51,939	\$63,132	21.55%
Landfill Supervisor	25	\$60,233	\$73,214	21.55%
Materials Diversion Technician I	1, 2, 3	\$33,302	\$42,526	27.70%
Materials Diversion Technician II	9, 10, 11	\$40,575	\$51,814	27.70%
Materials Diversion Technician III	18, 19, 20	\$50,673	\$64,709	27.70%
Operations Supervisor	25	\$60,233	\$73,214	21.55%
Program Analyst I	17	\$49,436	\$60,090	21.55%
Program Analyst II	21	\$54,569	\$66,328	21.55%
Scale Attendant	7	\$38,620	\$46,943	21.55%
Scalehouse Supervisor	25	\$60,233	\$73,214	21.55%

* Per the Authority's Policy Handbook, Section 2101.1, the difference between the starting and ending wages for a position must be at least 21.5%.



Effective: April 13, 2023

FLSA: Exempt

JOB DESCRIPTION

Director of Finance

SUMMARY

This is a full-time, exempt position with administrative, supervisory, planning and reporting responsibilities. Under broad supervision and direction from the Executive Director, this position assists in the administration and coordination of activities related to HWMA finance, budgeting, accounting and risk management,; assists with functions and activities of the Authority Clerk, including development and oversight of the annual budget, financial policies, goals, and objectives, and provides financial information to the Board of Directors. Oversees the archiving of public records and public information, assists with developing organizational policies, goals, and directives; coordinates assigned activities with other Authority divisions. Fosters cooperative working relationships among Authority divisions and with intergovernmental and regulatory agencies, and performs related duties as assigned.

The Director of Finance supervises division staff; trains employees, evaluates performance and recommends discipline of employees to the Executive Director. The Director of Finance facilitates cooperative relationships with the directors of Environmental Health and Safety and Operations,

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Executive Director. Exercises direct supervision over supervisory, professional, and support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a division director classification that oversees, directs, and participates in all Financial activities, including short- and long-term divisional planning as well as development and administration of divisional policies, procedures, and services. Successful performance of the work requires knowledge of public policy, Authority functions and activities, including the role of the Authority Board, and the ability to develop, oversee, and implement approved projects and programs in a variety of areas.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists in planning, organization and implementation of master plans, projects and contracts.
- Recommends, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the division; establishes, within Authority policy, appropriate budget, service, and staffing levels.

- Assists the Director of Environmental Health and Safety in effectuating environmental and safety compliance.
- Assists the Executive Director in preparing recommendations for the Board of Directors and implementing approved projects and policies.
- Evaluate employee performance.
- Implement personnel policies.
- Evaluate and recommend strategies to incorporate in-house preparation and submittal reports to meet regulatory monitoring and reporting requirements.
- Assumes management responsibility for Finance programs, services, and activities including budget management, accounting and financial reporting, treasury and revenue management, purchasing and accounts payable, payroll, and capital improvements.
- Analyzes and reconciles expenditure and revenue accounts, verifying availability of funds and classification of expenditures; researches and analyzes transactions to resolve problems; prepares monthly and year-end journal vouchers for a wide variety of financial programs.
- Serves as the Authority's principal budget officer; coordinates the development and administration of the Authority's budget; assists with budget forecasting; reviews and controls programs and projects to ensure cost effectiveness; prepares and updates cash flow and projections.
- Work with the Executive Director and staff to maintain facility compliance documentation and reporting systems.
- Participates in the preparation of audit schedules and reports for external auditors during the annual auditing process.
- Oversees the administration of the Authority's employee benefits program including employee health and medical programs, risk management, and retirement programs.
- Plans, manages, and oversees the daily functions, operations, and activities of the risk management programs, including general insurance claims management.
- Monitors and provides for financial forecasting and planning and analysis on Authority financial conditions.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of employee supervision, including selection, training, work evaluation, and discipline.
- Principles and practices of governmental accounting and auditing and finance administration, including budgeting, cash management, debt management, and investment management.
- Principles and practices of effective risk management programs, including basic regulatory and legal requirements.
- Principles, practices, and procedures related to public agency record keeping.
- Technical, legal, financial, and public relations problems associated with the management of finance programs.
- Relevant codes, policies, and regulations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Authority staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.

- Computers and software programs (Microsoft office suite, Quickbooks, Microsoft GP, etc) to conduct, compile, and/or generate documentation.

Ability to:

- Thoroughly and accurately maintain the Authority's accounting data, processes, procedures, and reports
- Establish, maintain, and foster positive and effective working relationships with direct reports and other Authority staff, and customers, vendors, and members of the public.
- Effectively use accounting and related software and other computer programs to perform work tasks.
- Prepare and administer budgets to demonstrate cost-effective allocation of resources.
- Prepare and present clear and concise financial reports to the Authority Board of Directors,
- Use professional initiative, tact, prudence, and independent judgment within general policy, procedural and legal guidelines as regards Authority's finances.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in accounting, finance, business or public administration, or a related field and five (5) years of progressively responsible management and/or administrative experience in finance, accounting, and/or auditing.

Licenses and Certifications:

- None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer and to operate a motor vehicle and to visit various Authority and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.