



BOARD OF DIRECTORS

Meredith Matthews, City of Arcata, **Chair**
Michelle Lewis-Lusso City of Blue Lake, **Vice Chair**
Leslie Castellano, City of Eureka
Randy Cady, City of Ferndale
Michelle Bushnell, County of Humboldt
Frank Wilson, City of Rio Dell

Meeting Agenda

Thursday, February 13, 2025, at 5:30 PM
Eureka City Council Chamber
502 K Street
Eureka, CA

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.

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

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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 Minutes from the January 9, 2025, HWMA Board of Directors meeting.
- b. Review and Approve November 2024 Financial Reports.
- c. Approve "Request for Bids for the Purchase of Gas Extraction System Analyzer and Control Upgrades"
- d.

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. Approve Request for Proposal for "Organics Processing Feasibility Study"

5. Review and Approve Revision of Policy 2105.1.1 In-Lieu Benefits

6. Receive and Approve Mid-Year Adjustments and Review for Fiscal Year 2024-25

7. Standing Item: Board Member Reports.

8. Standing Item: Executive Director's Report.

- 9. Closed Session:** It is the Intention of the Board of Directors to meet in closed session for one item.
- a. Public Employment Evaluation - Executive Director pursuant to Government Code Section 54957.

10. Adjourn.



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Minutes

Thursday, January 14, 2025, at 5:30 PM
Eureka City Council Chamber

Present: Meredith Matthews, Leslie Castellano, Michelle Bushnell, Randy Cady,
Frank Wilson.
Absent: Michelle Lewis-Lusso, Anthony Heacock, Nancy Diamond
Staff: Eric Keller-Heckman, Hilary Schwartz, Joel Bisson
Legal Counsel: None

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

Chairperson Matthews called the meeting to order at 5:30 PM. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the November 14, 2024, meeting of the HWMA Board of Directors.
- b. Review and approve September 2024 Financial Reports.
- c. Review and approve October 2024 Financial Reports
- d. Authorize Executive Director to Execute an Amendment to the Mattress Recycling Services Agreement

Chairperson Matthews inquired if the Directors would like to pull any items from the Consent Calendar, and no requests were received. **Chairperson Matthews** opened the floor to public comment, and no public comment was received.

Motion: **Director Bushnell** motioned, and **Director Cady** seconded, to approve the items a) through d) of the Consent Calendar as delivered.

Action: Approve the Motion as made by **Director Bushnell** and seconded by **Director Cady**.

Ayes: Unanimous

Noes: None

Absent: **Director Lewis-Lusso**

3. Oral and Written Communications

Chairperson Matthews opened the floor to public comment regarding items not on the agenda. No comment was received.

Chairperson Matthews closed the floor to public comment.

4. Approve Purchase of Transfer Station Scale

Executive Director Keller-Heckman reviewed the Transfer Station scale replacement project as a part of the approved fiscal year 2024-2025 Capital Improvement Plan, and the critical nature of this piece of equipment in the daily operations of the Hawthorne Street transfer station. The HWMA Board approved the release of a Request for Bids to replace the Transfer station scale at its November 2024 meeting. The HWMA received and evaluated two bids, and only one bid was deemed responsive. Staff recommends that the Board award the bid to Quality Scales Unlimited, the successful bidder, for the purchase of the Transfer Station scale.

Director Castellano requested clarification of a non-responsive bidder. **Executive Director Keller-Heckman** responded the non-responsive bidder failed to meet some of the requirements of the bid packet.

Chairperson Matthews requested more information about the price of the scale relative to the requested amount in the Capital Improvement Plan. **Executive Director Keller-Heckman** explained that the price of the scale was higher than anticipated because cost projections had been carried over for a few fiscal years. Staff has identified two other projects that can be delayed without impacting operations and will also be evaluating current fiscal year operational expenditures to ensure the Authority has the appropriate level of funding for this critical purchase.

Chairperson Bushnell inquired about the source of the scale purchase funds in excess of the requested amount in the Capital Improvement Plan. **Executive Director Keller-Heckman** clarified that the funds would still be drawn from the Capital Improvement Fund, and no other fund balances will be impacted. Sufficient funding for the scale purchase will be achieved by delaying the purchase of mowing equipment and an all-terrain vehicle for the Cummings Road Landfill until the 2025-2026 fiscal year. **Environmental Health & Safety Director Heacock** does not believe that delaying the equipment purchases will negatively impact current operations at the Landfill.

Chairperson Matthews questioned why the successful bid was so much higher than the budgeted amount, and what the longevity of the new scale might be. **Executive Director Keller-Heckman** described the specialized nature of the equipment and installation and projected that the new scale would operate for approximately 15-20 years.

Director Bushnell asked if the new scale would have a warranty. **Executive Director Keller-Heckman** responded that warranties related to wear and tear are not common in the waste industry, but the purchase and installation contracts will include standard provisions for manufacturing defects.

Chairperson Matthews opened the floor to public comment regarding the purchase of the Transfer Station Scale. No comment was received.

Chairperson Matthews closed the floor to public comment.

Motion: **Director Bushnell** motioned, and **Director Wilson** seconded, to **Approve the Purchase of the Transfer Station Scale** and award the bid to Quality Scales Unlimited as delivered.

Action: Approve the Motion as made by **Director Bushnell** and seconded by **Director Wilson**.
Ayes: Unanimous
Noes: None
Absent: **Director Lewis-Lusso**

5. Ratify Emergency Purchase of Suppression System

Executive Director Keller-Heckman reported that in October, the Hawthorne Street transfer station suppression system suffered a catastrophic failure of its flow sensor system, leaving the suppression system unable to function properly in the event of a fire. Advanced Security Systems was able to replace the critical suppression infrastructure within about two weeks. Fire suppression is a vital part of daily operations at the transfer station, particularly given the recent increase in fires due to improperly disposed items. HWMA Policy 4040 states that purchases in excess of \$20,000 are subject to bid requirements and Board approval unless required due to emergency instances or are previously approved public works projects. Staff recommends the Board approve and ratify the Executive Director's approval of an emergency purchase in the amount of \$23,612.35 under Policy 4040.

Director Wilson asked if the Board should consider raising the purchasing limit for the Executive Director. **Executive Director Keller-Heckman** responded that staff could return with a report about comparable spending limits at member agencies and identify the number of HWMA's general business projects that are expected to exceed the current approval limit.

Director Wilson asked if the cost of the suppression system had been included in the current fiscal year budget. **Executive Director Keller-Heckman** indicated that the cost of the suppression system had not been included in the current fiscal year budget, which may result staff recommending an adjustment to the Solid Waste Repairs and Maintenance line item in the mid-year budget report.

Director Bushnell asked about the methodology for developing the budget for the Repairs and Maintenance line item. **Executive Director Keller-Heckman** described the process used by staff to budget for known repair projects as well as estimating costs for unplanned repairs. **Director Bushnell** asked for clarification as to why the suppression system project did not go out to bid pursuant to Policy 4040. **Executive Director Keller-Heckman** clarified that the project did not go out to bid because it was an emergency purchase, and the purpose of the agenda item was to seek the Board's ratification of the Executive Director's approval of the purchase under emergency circumstances under Policy 4040.

Director Castellano expressed her support for an increase in the purchasing limit in Policy 4040.

Chairperson Matthews opened the floor to public comment regarding the Emergency Purchase of Suppression System. No comment was received.

Chairperson Matthews closed the floor to public comment.

Motion: **Director Castellano** motioned, and **Director Bushnell** seconded, to **Ratify the Emergency Purchase of Suppression System** as approved by the Executive Director.

Action: Approve the Motion as made by **Director Castellano** and seconded by **Director Bushnell**.

Ayes: Unanimous

Noes: None

Absent: **Director Lewis-Lusso**

6. Receive update on Request for Proposal for “Organics Processing Feasibility Study”

Executive Director Keller-Heckman updated the Board that staff anticipate bringing the final draft of the Request for Proposals for “Organics Processing Feasibility Study” back to the Board at the February meeting. There was not sufficient input from member agency staff since the draft document was released, and the jurisdictions would like to hold a meeting to review all member agency staff comments and edits. The feasibility study has the ability to define organics for the foreseeable future, so it is prudent to allow an additional month to gather input from all the jurisdictions.

Chairperson Matthews opened the floor to public comment regarding the update on the Request for Proposals for “Organics Processing Feasibility Study.” No comment was received.

Chairperson Matthews closed the floor to public comment.

7. Standing Item: Board Member Reports

None received.

8. Standing Item: Executive Director’s Report

Executive Director Keller-Heckman reported that at the February Board meeting, staff will make a presentation about all the activities that happened at HWMA in 2024.

Chairperson Matthews asked when to expect the mid-year budget report, and **Executive Director Keller-Heckman** confirmed that the mid-year budget report would also be presented at the February meeting.

9. Adjourn

Chairperson Matthews adjourned the meeting at 5:50 p.m.



Staff Report

DATE: February 6, 2025. For Meeting of: February 13th, 2025

FROM: Hilary Schwartz, Director of Finance

SUBJECT: Item 2b)
Receive November 2024 Financial Reports

RECOMMENDED ACTION: Voice Vote

- 1) Review and Approve November 2024 Financial Reports

DISCUSSION:

Background:

Each month, staff presents an update on the Authority’s financials based on activity to-date for the current month. This enables staff to provide a complete presentation of the full financial activity for that period, as financial data will have been recorded and finalized for the reporting period at that point.

Each year, pending the finalization of the Authority’s financial audit, these financial reports are presented as *preliminary* financial reports. Once the audit is finalized and staff closes out the prior year, information presented will represent accurate to-date financial activity and will be marked as such.

The Authority’s cash position is comprised of 5 accounts; 1) the Authority’s checking account, which handles the day-to-day expenses and holds the Operating Reserve; 2) the Cummings Road Landfill Pledge of Revenue Money Market account; 3) The Capital Improvement Plan Money Market account and 4) The Benefits and Rate Stabilization Money Market account. The combined value of these accounts equals the total cash available for Authority reserves and operating cash. The current value of the Authority operating fund and combined reserve funds as of November 30, 2024, are as follows:

Cash on hand	\$	1,610,970.85
Operating Reserve	\$	1,411,560.95
CRL Pledge of Revenue	\$	113,661.72
Capital Improvement Fund	\$	1,114,489.49
Benefits and Rate Stabilization Funds	\$	550,000.00
Long-Term Funding	\$	104,223.21

Authority Financials:

Attachment 2b.1 contains the draft November 2024 financial reports, for Board review and discussion. An analysis of that information as it relates to revenues and expenses, and current month disbursements to vendors and employees, is provided herein.

Revenues:

Revenues for November 2024 performed at approximately 8.76% below budget estimates for Fiscal Year 2024-25. These estimates encapsulate all activity throughout the Authority, although finances will be influenced by future payouts of fees passed through to Member Agencies, revenue shares for salvaged materials sales, and the delayed receipt of grant revenues for grant-based projects. In November 2024, all revenue categories were generally aligned with budget projections, with greenwaste revenue lower due to expected seasonal fluctuation.

Staff continues to monitor diversion programs in terms of not only cost, but self-sustaining viability. At present, all divisions are fully funded from self-sustaining revenues or fees passed through from Self-Haul, Franchise, and Satellite Facility tipping fees.

Expenses:

Total Expenses for November 2024 were approximately 15.04% below budget estimates, including some one-time expenses related to depreciation of Authority assets, and quarterly payments to Member Agencies for pass-through payments. Recycling disposal fees and seasonal environmental monitoring expenses exceeded budget projections in November 2024, while spending on health insurance and facility maintenance expenses remained below projections.

Staff continues to maintain strong control of ongoing expenses, which have averaged about 10% below budget projections during the first five months of the current fiscal year.

Monthly disbursements to Authority vendors and employees are summarized in Attachment 2b.1 (*Statement of Cash Flow*) for the month of November 2024. These disbursements are comprised primarily of day-to-day costs, representing approximately \$492,522.56 in transportation and disposal costs, \$250,735.68 in payroll and employee benefit costs, and \$2,687.63 in pass-through allocations to member agencies.

Staff's Recommendation:

Staff recommends the board review and approve the draft November 2024 Financial Reports.

Attachments:

- 2) Draft November 2024 Financial Reports



Humboldt Waste Management Authority

Draft Balance Sheet
As of November 30, 2024
Attachment 2b.1

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Checking - Umpqua Bank	2,969,513.28
1001 CRL Pledge-8913	110,023.90
1002 Rate Reserve-6008	642,042.86
1003 CIP-3488	1,120,046.52
1010 Petty Cash	107.20
1015 Change Bank	5,500.00
Total Bank Accounts	\$4,847,233.76
Accounts Receivable	
1020 Accounts Receivable	982,704.96
1030 Allowance for Doubtful Accounts	0.00
Total Accounts Receivable	\$982,704.96
Other Current Assets	
1025 A/R - Other	0.00
1045 Prepaid Expenses	49,774.70
1050 Prepaid Insurance	229,405.03
1055 Undeposited Funds	929.43
Due from Other Governments	0.00
Total Other Current Assets	\$280,109.16
Total Current Assets	\$6,110,047.88
Fixed Assets	
1100 Land - Admin	2,809,139.62
1200 Land Improvements	
1201 Admin	1,546,527.91
1202 Transfer Station	699,978.50
1203 HHW	7,050.00
1204 Landfill	20,334.51
Total 1200 Land Improvements	2,273,890.92
1300 Buildings	
1301 Admin	0.00
1302 Transfer Station	2,978,507.25
1303 HHW	300,742.17
1305 Recycling	19,885.53
Total 1300 Buildings	3,299,134.95

Humboldt Waste Management Authority

Draft Balance Sheet

As of November 30, 2024

	TOTAL
1400 Building Improvements	
1401 Admin	50,076.58
1402 Transfer Station*	396,766.35
1403 HHW	199,269.55
1404 Recycling	64,371.90
1405 Landfill	17,448.95
Total 1400 Building Improvements	727,933.33
1500 Equipment	
1501 Admin	32,730.11
1502 Transfer Station*	2,009,454.00
1503 HHW	69,740.72
1504 Landfill	321,495.46
1505 Recycling	159,817.65
1507 Programs	0.00
Total 1500 Equipment	2,593,237.94
1600 Office Equipment	
1601 Admin	34,056.66
1605 Recycling	0.00
Total 1600 Office Equipment	34,056.66
1700 Vehicles	
1701 Admin	28,790.62
1702 Transfer Station*	13,576.24
1703 HHW	46,079.18
1704 Landfill	65,792.28
Total 1700 Vehicles	154,238.32
1800 Software	
1801 Admin	69,573.89
Total 1800 Software	69,573.89
1900 Accumulated Depreciation	(7,587,715.71)
Total Fixed Assets	\$4,373,489.92
Other Assets	
1035 Deferred Outflows - Pension	817,458.00
1910 Waste Authority Permit	221,171.00
1920 Land Purchase Option - CRBAS	0.00
Total Other Assets	\$1,038,629.00
TOTAL ASSETS	\$11,522,166.80

Humboldt Waste Management Authority

Draft Balance Sheet

As of November 30, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	720,740.70
Total Accounts Payable	\$720,740.70
Credit Cards	
2005 2005 Umpqua Bank Visa	0.00
2006 Bisson	380.03
2007 Heacock	2,272.62
2008 Schwartz	1,223.30
2009 Keller	385.99
Total 2005 2005 Umpqua Bank Visa	4,261.94
Total Credit Cards	\$4,261.94
Other Current Liabilities	
2010 Accounts Payable - Other	0.00
2015 Accrued 457 deferrals payable	0.00
2020 Accrued AFLAC	289.40
2022 Accrued Bank Charges	9,257.61
2025 Accrued CalPERS	0.00
2026 UAL CalPERS	0.00
2030 Accrued CalPERS - Clearing	0.00
2035 Accrued FWH/MED	0.00
2040 Accrued Payroll	0.00
2045 Accrued PR Taxes	0.00
2050 Accrued PTO	269,460.14
2055 Accrued SUI/ETT	0.00
2060 Accrued SWH/SDI	0.00
2065 Deferred Revenue - DOC/AB939	42,744.58
2070 Deferred Revenue - OPP	26,273.70
2071 Deferred Revenue - Tire Grant	20,235.86
2075 Garnishments Payable	0.00
2076 Current Portion LT Liability	120,692.74
2080 Note Payable - Chase	0.00
24000 Payroll Liabilities	0.00
24001 Garnishment -Weaver	0.00
Total 24000 Payroll Liabilities	0.00
Total Other Current Liabilities	\$488,954.03
Total Current Liabilities	\$1,213,956.67

Humboldt Waste Management Authority

Draft Balance Sheet

As of November 30, 2024

	TOTAL
Long-Term Liabilities	
2100 Deferred Inflows - Pension	32,286.00
2110 Landfill Closure Estimated	10,191,438.00
2130 Lease Payable - Financial Pacif	554,984.57
2135 Less Current Portion LT Liability	(120,692.74)
2140 Net Pension Obligation	1,232,113.00
Total Long-Term Liabilities	\$11,890,128.83
Total Liabilities	\$13,104,085.50
Equity	
3000 Opening Balance Equity	0.00
3010 Investment in Capital Assets	4,263,164.00
3030 Prior Period Adjustments	(79,712.63)
3200 Retained Earnings	(6,460,330.78)
Net Income	694,960.71
Total Equity	\$ (1,581,918.70)
TOTAL LIABILITIES AND EQUITY	\$11,522,166.80



Humboldt Waste Management Authority

Statement of Cash Flows

November 2024

Attachment 2b.1

	TOTAL
OPERATING ACTIVITIES	
Net Income	114,875.53
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1020 Accounts Receivable	49,115.53
1045 Prepaid Expenses	7,110.66
1050 Prepaid Insurance	32,772.14
2000 Accounts Payable	(207,563.15)
2006 2005 Umpqua Bank Visa:Bisson	(119.13)
2007 2005 Umpqua Bank Visa:Heacock	(7,847.70)
2008 2005 Umpqua Bank Visa:Schwartz	(1,598.54)
2009 2005 Umpqua Bank Visa:Keller	321.77
2015 Accrued 457 deferrals payable	0.00
2020 Accrued AFLAC	0.00
2022 Accrued Bank Charges	753.54
2025 Accrued CalPERS	0.00
2035 Accrued FWH/MED	0.00
2060 Accrued SWH/SDI	0.00
24001 Payroll Liabilities:Garnishment -Weaver	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(127,054.88)
Net cash provided by operating activities	\$ (12,179.35)
FINANCING ACTIVITIES	
2130 Lease Payable - Finanical Pacif	(9,995.98)
Net cash provided by financing activities	\$ (9,995.98)
NET CASH INCREASE FOR PERIOD	\$ (22,175.33)
Cash at beginning of period	4,870,338.52
CASH AT END OF PERIOD	\$4,848,163.19



Humboldt Waste Management Authority

Bill Payment List

November 2024

Attachment 2b.1

DATE	NUM	VENDOR	AMOUNT
1000 Checking - Umpqua Bank			
11/01/2024	BP38	Blue Shield of California	-16,296.60
11/01/2024	CBQ828IB3ANH	Valeo Networks	-4,337.96
11/01/2024	013213997	Humana Insurance Co.	-4,111.47
11/10/2024	LMT5MK5K3L	City of Eureka Water	-628.12
11/10/2024	X5HCGL7T4V	City of Eureka Water	-734.37
11/03/2024	100451	Miller Farms Nursery, Inc	-246.69
11/03/2024	100453	City of Ferndale 939	-1,958.83
11/03/2024	100452	City of Blue Lake 939	-1,937.63
11/03/2024	100458	MapleService Inc	-537.50
11/03/2024	100460	City of Rio Dell 939	-1,200.66
11/03/2024	100457	Redwood Waste Solutions	-395.12
11/03/2024	100455	Kolstad Land Surveyors	-3,213.00
11/03/2024	100454	City of Arcata 939	-6,236.87
11/03/2024	100459	James L. Able Forestry Consultants, Inc	-760.00
11/03/2024	100456	City of Eureka 939	-7,832.30
11/13/2024	787266	Humboldt Community Services District	-42.34
11/03/2024	BP46	Verizon Wireless	-531.03
11/04/2024	100462	Humboldt County Public Works Pass Through	-122,583.28
11/04/2024	100461	Humboldt County Env Health Pass Through	-68,760.87
11/03/2024	SPACH173	I-5 Tire, Inc.	-787.50
11/03/2024	SPACH174	Blue Sky Environmental, Inc.	-7,339.00
11/18/2024	2411035119722	PG&E 550-3	-99.16
11/21/2024	1269128	Optimum Business	-440.90
11/06/2024	BP165	Zultys, Inc.	-715.36
11/10/2024	731301148338699680304	Mission Linen Supply	-1,109.55
11/10/2024	731300157382653920309	Mission Linen Supply	-1,538.85
11/11/2024	100465	AT&T Calnet	-38.12
11/11/2024	100463	WM Corporate Services, Inc	-2,456.87
11/11/2024	100464	Access Humboldt	-101.34
11/11/2024	100467	Rogers Machinery Company, Inc.	-657.19
11/11/2024	100466	ULINE	-330.68
11/11/2024	SPACH177	Pape Machinery	-230.73
11/11/2024	SPACH175	Mendes Supply Company	-139.56
11/11/2024	SPACH176	I-5 Tire, Inc.	-1,957.50
11/28/2024	A6C199	Western Health Advantage	-4,793.33
11/15/2024	D-315162-111524	Valley Pacific Petroleum Services, Inc.	-6,073.22
11/18/2024	BP173	CalPERS	-1,200.00
11/18/2024	BP174	CalPERS	-7,556.02
11/18/2024	BP175	CalPERS	-7,279.70
11/25/2024	2411082696533	PG&E 724-3	-2,682.67
11/15/2024	BP171	Recology Humboldt County	-225.00
11/25/2024	2411104731555	PG&E 053-6	-2,828.25
11/18/2024	100474	Humboldt Sanitation	-16,742.88
11/18/2024	100478	Law Offices of Nancy Diamond	-1,256.00

Humboldt Waste Management Authority

Bill Payment List

November 2024

DATE	NUM	VENDOR	AMOUNT
11/18/2024	100471	Picky. Picky, Picky	-115.41
11/18/2024	100468	WM Corporate Services, Inc	-2,988.41
11/18/2024	100476	New Directions	-450.00
11/18/2024	100477	MapleService Inc	-1,631.50
11/18/2024	100469	Lost Coast Communications, Inc	-750.00
11/18/2024	100472	Enterprise-Record, Mercury Register	-1,137.00
11/18/2024	100475	Senior News	-1,874.88
11/18/2024	100473	Thrifty Supply Company	-169.49
11/18/2024	100470	FedEx	-23.27
11/18/2024	SPACH179	Airgas USA, LLC	-363.64
11/18/2024	SPACH178	Streamline	-375.00
11/22/2024	SPACH180	Dry Creek Landfill	-526,452.79
11/26/2024	100489	Humboldt Recycling	-9,586.80
11/26/2024	100487	Kernen Construction.	-12,172.40
11/26/2024	100490	Shafer's Ace Hardware	-124.94
11/26/2024	100481	Recology Humboldt County Samoa	-5,587.34
11/26/2024	100482	Humboldt Organic Solutions, LLC	-51,899.82
11/26/2024	100488	Picky. Picky, Picky	-327.43
11/26/2024	100483	Mad River Union	-202.00
11/26/2024	100480	Industrial Electric	-171.79
11/26/2024	100486	Copiers Plus	-246.47
11/26/2024	100484	Bettendorf Enterprises, Inc	-981.33
11/26/2024	100485	James L. Able Forestry Consultants, Inc	-400.00
11/26/2024	SPACH181	Pape Machinery	-491.95
11/26/2024	SPACH183	Clean Harbors Environmental Services	-29,685.00
11/26/2024	SPACH182	United Rentals	-688.28
11/22/2024	100479	Humboldt Recycling	-26,575.77
Total for 1000 Checking - Umpqua Bank			\$ -986,396.73
2005 2005 Umpqua Bank Visa			
2008 Schwartz			
11/11/2024	665561	Crystal Springs Bottled Water	502.00
Total for 2008 Schwartz			\$502.00
Total for 2005 2005 Umpqua Bank Visa			\$502.00



Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

Attachment 2b.1

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
707 Pest Solutions		211.66			\$211.66
A & I Roofing	827.36	278.99			\$1,106.35
A-1 Cleaning Service	50.03				\$50.03
Abercrombie Construction	309.07	492.58			\$801.65
Above Board Construction and Roofing	1,702.83				\$1,702.83
Accurate Termite & Pest Solutions				50.03	\$50.03
ACGC Inc.	1,027.47				\$1,027.47
Alchemy Construction Inc.	171.51				\$171.51
Alcohol Drug Care Services	23.09				\$23.09
Arnold's Family Construction LLC	259.46	150.99	88.97	342.96	\$842.38
Arrow Property Management	206.14				\$206.14
Atkins-Salazar Construction	161.62	38.65			\$200.27
Ayres Enterprises	63.95	12.00	321.32	1,563.98	\$1,961.25
Barry Smith Construction	25.01				\$25.01
Bedliners Plus	192.41				\$192.41
Benchmark Realty Group	96.21				\$96.21
Bethel Church	211.65				\$211.65
Bettendorff Trucking - Shop	205.88				\$205.88
Big Oil & Tire		63.50			\$63.50
Blackwell Construction	277.07				\$277.07
Blossom Landscaping & Handyman Service	919.23				\$919.23
Blue Lake Enterprises	465.07				\$465.07
Blue Sky Roofer	2,743.77	2,803.41			\$5,547.18
Bluestone Landscapes	330.23				\$330.23
Boys & Girls Club of the Redwoods	195.21				\$195.21
Branch Ranch Building Co.	90.43				\$90.43
Brian Lawrence Construction	120.50				\$120.50
Broadway Trailer Park	190.49				\$190.49
Buddy's Auto Center	275.15				\$275.15
Cal Poly Humboldt- Garbage	5,890.37				\$5,890.37
Carpet Depot	636.89				\$636.89
Carter & Company	88.51				\$88.51
CDH Painting	46.18				\$46.18
Century Service Center	184.71				\$184.71
Chris Lehto Electric	21.17				\$21.17
Chris Rutter Construction	26.94				\$26.94
City of Arcata	10,806.52				\$10,806.52
City of Eureka - Eureka Police Department	19.24				\$19.24
City of Eureka - Harbor	60.65				\$60.65
City of Eureka - Parks	729.20				\$729.20
City of Eureka - Sewer Collections	2,774.30				\$2,774.30
City of Eureka - Streets	3,627.61				\$3,627.61
City of Eureka - Uplift Eureka	48.10				\$48.10
City of Fortuna	438.20				\$438.20
Clayton Construction				(5.35)	\$ (5.35)

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Coast Seafoods Company	532.97				\$532.97
Coastal Business Systems Inc.	46.18				\$46.18
Coastal Co Builders	1,157.10				\$1,157.10
Colburn Electric	970.97				\$970.97
Cook Properties	28.86				\$28.86
Craig Mayberry	239.79				\$239.79
Curb Appeal Construction	934.38				\$934.38
Cutten Mini Storage	157.78				\$157.78
Cutten Schools	12.00	44.25		38.48	\$94.73
Dale Edge Construction	41.33				\$41.33
David Allen Construction	76.96				\$76.96
DCI Construction	184.71				\$184.71
Del Biaggio Dairy	411.76				\$411.76
Del Reka	88.51	40.41	59.65	61.57	\$250.14
Delta Mattress & Sofa Outlet	192.72				\$192.72
Developed Employment Services	142.80				\$142.80
Diamond Drywall	1,205.07	221.65	459.86		\$1,886.58
DS Construction	297.22				\$297.22
Duncan Electric	103.87				\$103.87
Ed Mattson General Building Co.	23.47				\$23.47
Eel River Transportation & Salvage	1,326.30				\$1,326.30
Ellena Construction	92.36				\$92.36
Emerald Custom Construction	86.58				\$86.58
Equity Building	102.32				\$102.32
Eric Finkle	103.63				\$103.63
Eugene A Skweir General Contractor	12.00				\$12.00
Eureka City Schools	5,395.16				\$5,395.16
Eureka Glass Co. Inc.	281.37				\$281.37
Eureka Housing Authority	442.58				\$442.58
Eureka Humboldt Fire Extinguisher	15.39				\$15.39
Eureka Overhead Door Company	267.91				\$267.91
Eureka Rehabilitation & Wellness				(15.00)	\$ (15.00)
Eureka the Pentecostal Church	24.00				\$24.00
Eureka Vacation Rentals Inc.	12.00		21.17		\$33.17
Evans Mechanical	55.24				\$55.24
Evergreen Landscape	183.72				\$183.72
Extremely Floored				(23.49)	\$ (23.49)
Figas Construction	2,492.16	1,112.13			\$3,604.29
Fitz It Right Plumbing	228.41			8.00	\$236.41
Forbes Cabinets	367.50				\$367.50
Forest Builder 707	879.31				\$879.31
Francis Carrington	409.84		92.36		\$502.20
Frazier Rental & Development	149.68				\$149.68
Fryes Care Home	19.24				\$19.24
Furniture Design Center	579.05				\$579.05

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
G M Pavlich	24.00				\$24.00
Genevieve Schmidt	70.65				\$70.65
Glendale Mobile Estates	163.55				\$163.55
GR Sundberg Inc.	388.67				\$388.67
Griz Handyman Service	101.98				\$101.98
Hamanaka Painting	215.59				\$215.59
Handle It Junk Removal	3,049.06				\$3,049.06
HCAR	74.66				\$74.66
Hemmingsen Pavement Solutions	25.01			25.01	\$50.02
Henderson Village Apt.		(5.99)			\$ (5.99)
Heuer Properties				111.59	\$111.59
Hooven & Co.	114.72	130.84			\$245.56
Houseworth Construction				66.47	\$66.47
Housing Humboldt	51.95				\$51.95
Hubbards German Auto	66.49				\$66.49
Humboldt Bay Harbor District	82.57				\$82.57
Humboldt Community Service District	272.44				\$272.44
Humboldt Countertops	482.55	370.47			\$853.02
Humboldt County Building Maintenance		164.46			\$164.46
Humboldt County DHHS	62.91	78.89			\$141.80
Humboldt County Parks	1,954.34	1,112.04	1,772.14	1,842.06	\$6,680.58
Humboldt Electric	66.58				\$66.58
Humboldt Moving & Storage	1,686.42	32.71			\$1,719.13
Humboldt Plaza				2.97	\$2.97
Humboldt Plumbing	19.42				\$19.42
Humboldt Sanitation & Recycling	170,105.78				\$170,105.78
Humboldt Senior Resource Center				(3.85)	\$ (3.85)
Island State Construction	73.12				\$73.12
J & G Lawn and Garden	300.78	395.93			\$696.71
J & J Rentals	73.12				\$73.12
James Poovey	71.65				\$71.65
Janowski Builders	12.00				\$12.00
JDS Construction	1,603.99	489.92	722.75		\$2,816.66
Jim Groeling & Associates	354.49	51.95	36.56	48.05	\$491.05
Jitter Bean Coffee Co.	48.56				\$48.56
JLF Construction	105.10				\$105.10
JNG Insulation Pros	205.88				\$205.88
JNM Construction	76.96				\$76.96
John H Kruger Plaster & Drywall	350.19				\$350.19
Johns Used Cars				108.56	\$108.56
Johnston Construction	205.48	259.24	53.33		\$518.05
Joyce Radelich	52.12	32.71			\$84.83
Justin Adams Construction	67.34	25.47			\$92.81
K H McKenny	28.86				\$28.86
Ken & Lesa Shealor	12.00				\$12.00

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Kramer Investment Corp.	543.39				\$543.39
Landscaping Ventures Inc.		723.94			\$723.94
Lawn Care Plus	497.23				\$497.23
LDH Construction	661.16				\$661.16
Lirpa Logistics	467.25				\$467.25
Living Styles	219.35				\$219.35
Mad River Construction	219.35				\$219.35
Making Headway Center	213.58				\$213.58
Martin Bros Construction	121.22				\$121.22
Martin Construction	462.56				\$462.56
Mattress Recycling Council	8,138.56				\$8,138.56
McCrea Motors	31.24				\$31.24
McCullough Construction	1,304.54				\$1,304.54
McKenny & Sons Inc.	21.17				\$21.17
McKinleyville Community Services District	134.32				\$134.32
McMurray & Sons Inc.	11,602.30	(17.47)			\$11,584.83
Milgard Manufacturing LLC - Sacramento	233.28				\$233.28
Miller Farms Nursery	218.62				\$218.62
Ming Tree Realtors	113.52		40.86		\$154.38
Miriam Hall	107.75				\$107.75
Moores Sleepworld	143.09				\$143.09
Moranda Rentals	673.44				\$673.44
Munoz Osorio Construction	529.13				\$529.13
Myrtle town Body Shop	34.63				\$34.63
Nelson Floors	27.30				\$27.30
New Century Yard Maintenance	90.66				\$90.66
New Life Service Company	1,231.40				\$1,231.40
Nichols Handy Work	29.32	(0.01)			\$29.31
Nick Frank	167.74				\$167.74
North Coast Co-Op Arcata	59.64				\$59.64
North Coast Fabricators	34.63				\$34.63
North Coast Flooring Inc.	494.67				\$494.67
Northcoast Acoustics	94.18	38.94			\$133.12
Northcoast Childrens Service		40.41			\$40.41
Northern Building Company	936.75	194.79			\$1,131.54
Northern Humboldt Builder		44.25			\$44.25
O & M Industries	65.48				\$65.48
Open Door Community Health Center	165.48		132.76		\$298.24
Pacific Builders	78.89				\$78.89
Pacific Coast Rentals		12.00		29.29	\$41.29
Parks Enterprise	91.44				\$91.44
Peoples Construction	98.13				\$98.13
Per-geesh Construction		354.03			\$354.03
Petes Custom Fencing	23.09	71.19			\$94.28
Pierson Company	1,272.19				\$1,272.19

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Point of View Preservation LLC	88.51				\$88.51
Point Pleasant MHP	421.39	213.57			\$634.96
Poletskis Appliance Center	391.04				\$391.04
Porter and Sons Painting	105.00		123.14		\$228.14
Primo Drywall & Construction Co.	107.75	142.38	69.27		\$319.40
Quality Body Works	211.65				\$211.65
R. Brown Construction Company Inc.	59.65				\$59.65
Rainbow Self Storage	213.58				\$213.58
Ray Wolfe Construction	87.79				\$87.79
Rayl Rentals & Rayl Cabinetry	323.25				\$323.25
Rebholtz Cleaning Service		7.50		178.31	\$185.81
Recology Eel River	62,547.86				\$62,547.86
Recology of Arcata	129,483.11				\$129,483.11
Recology of Humboldt County	371,612.52				\$371,612.52
Recology Samoa	78,528.41				\$78,528.41
Redwood Acres Fair Grounds	126.99				\$126.99
Redwood Coast Plumbing		12.00			\$12.00
Redwood Coast Real Estate Inc.	319.31	71.07	23.51		\$413.89
Redwood Community Action Agency	153.92	1.21			\$155.13
Redwood Teen Challenge	1,014.31				\$1,014.31
Rendezvous Music & Vending	76.97				\$76.97
Rentor	296.23				\$296.23
Resources Recycling & Recovery			625.20		\$625.20
Restif Cleaning Service	256.30				\$256.30
Revival Home Builders Inc.	205.88				\$205.88
RG Goolsby Construction	198.63				\$198.63
Rich's Body Shop	40.41				\$40.41
Rob Jordan Construction	17.32	25.01			\$42.33
Robert Donathan	161.31				\$161.31
Ross A Nash Remodeling	21.17				\$21.17
S & S Phelps Inc.	257.83	108.78			\$366.61
Sanders Roofing Inc.	1,492.55				\$1,492.55
Schmidbauer Building Supply LLC.	1,606.63				\$1,606.63
Schneider Enterprises		148.15	848.97	189.49	\$1,186.61
Sempervirens Gardening	418.38				\$418.38
Sequoia Construction	271.29				\$271.29
ServiceMaster	4,017.51	900.47			\$4,917.98
Sherlock Mini Storage			17.32		\$17.32
Sherwood Excavation	456.01				\$456.01
Sholes Overhead Door	21.17				\$21.17
Simple Visions	603.46				\$603.46
Sisu Extracts	3,680.83				\$3,680.83
Six Rivers Mechanical Inc.	38.94				\$38.94
Spinks Property Management	117.85		514.19		\$632.04
Stetzel Builders				3,590.03	\$3,590.03

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Steve Morris	27.39				\$27.39
Strombeck Construction	1,865.84				\$1,865.84
STS Construction	192.86				\$192.86
Susan Whitely / Eric Dugan	294.14				\$294.14
T and T Roofing	1,926.02				\$1,926.02
TEMPORARY				494.50	\$494.50
The People of New Directions	990.17	40.86			\$1,031.03
Thomas Home Center	40.40				\$40.40
Timber Heritage Association			134.69		\$134.69
Tonis Restaurant	215.50				\$215.50
Tree Ventures Inc.	534.30				\$534.30
Triad Inc	6,541.76				\$6,541.76
Ultimate Building Solutions	28.00				\$28.00
United Building	13.47				\$13.47
United Indian Health	643.58	256.37			\$899.95
Vern McGaughey	1,219.88				\$1,219.88
Vern's Furniture	712.25				\$712.25
Wade Bray General Contractor	107.75				\$107.75
Wahlund Construction	1,903.41				\$1,903.41
Watson Well Service	109.97	71.19	67.34	44.25	\$292.75
Wayne Maples Plumbing	64.25				\$64.25
Werner Weltsch Ent.				2,691.57	\$2,691.57
West End Builders Inc.	32.71				\$32.71
Westside Community Improvement Assoc.	438.70				\$438.70
Williamson Construction	184.02				\$184.02
Wing Inflatables	320.32			(56.39)	\$263.93
WSC Solar and Roofing	673.44				\$673.44
Zerlang & Zerlang Marine Services		75.00			\$75.00
TOTAL	\$950,419.12	\$12,144.49	\$6,225.36	\$11,383.09	\$980,172.06



Humboldt Waste Management Authority

Draft A/P Aging Summary

As of November 30, 2024

Attachment 2b.1

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
707 Pest Solutions.		359.00			\$359.00
Advanced Display and Signs				299.39	\$299.39
Advanced Security Systems.			23,612.35		\$23,612.35
Airgas USA, LLC	701.40				\$701.40
AT&T Calnet	38.04				\$38.04
B&B Portable Toilets	615.58				\$615.58
Bettendorf Enterprises, Inc	980.80	980.80			\$1,961.60
Blue Shield of California	35,244.64				\$35,244.64
CalPERS		14,628.38			\$14,628.38
City of Eureka Discharge Fees	3,075.00				\$3,075.00
City of Eureka Water	2,639.98				\$2,639.98
Crystal Springs Bottled Water	150.00				\$150.00
Dry Creek Landfill	472,227.64				\$472,227.64
Edgar & Associates, Inc				1,436.25	\$1,436.25
Empower		300.00			\$300.00
Eureka Times Standard	914.24	67.14			\$981.38
Humana Insurance Co.	3,904.73				\$3,904.73
Humboldt Cleaning Services LLC	400.00				\$400.00
Humboldt Community Services District	48.07				\$48.07
Humboldt County Public Works Pass Through			7,455.74	32,128.93	\$39,584.67
Humboldt Recycling	16,679.60				\$16,679.60
Humboldt Sanitation	12,384.79				\$12,384.79
I-5 Tire, Inc.	819.00				\$819.00
Jamie Corsetti, CPA	300.00	300.00			\$600.00
Law Offices of Nancy Diamond	1,125.00				\$1,125.00
Lawrence & Associates	7,403.60	2,065.00			\$9,468.60
Lost Coast Communications, Inc	750.00				\$750.00
MapleService Inc		2,850.00			\$2,850.00
Mendes Supply Company	438.33				\$438.33
Microbac Laboratories, Inc	630.00				\$630.00
Mission Linen Supply	2,118.72				\$2,118.72
NAPA	453.08				\$453.08
National Turbine Corporation	475.25				\$475.25
North Coast Fabricators.	8,368.64				\$8,368.64
Pacific Paper Co.	12.00				\$12.00
Pape Machinery	1,767.49	265.57			\$2,033.06
Peterson Trucks	324.42				\$324.42
Pierson Building Center	17.46				\$17.46
Recology Humboldt County	225.00				\$225.00
Recology Humboldt County Samoa	3,522.87				\$3,522.87
Redheaded Blackbelt	250.00				\$250.00
Rogers Machinery Company, Inc.	7,137.80				\$7,137.80
Shafer's Ace Hardware	326.57				\$326.57
Stewart Telecommunications	95.76				\$95.76
SWRCB	1,723.00				\$1,723.00

Humboldt Waste Management Authority

Draft A/P Aging Summary

As of November 30, 2024

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Thrifty Supply Company	20.31				\$20.31
United Rentals		910.99	837.95		\$1,748.94
Valeo Networks	4,567.96				\$4,567.96
Valley Pacific Petroleum Services, Inc.	4,459.65				\$4,459.65
Verizon Wireless	413.52				\$413.52
WM Corporate Services, Inc		2,766.78			\$2,766.78
World Oil Environmental Services	52.00	59.00			\$111.00
WSP USA, Inc	31,615.49				\$31,615.49
TOTAL	\$629,417.43	\$25,552.66	\$31,906.04	\$33,864.57	\$720,740.70



Staff Report

DATE: February 4, 2025 For Meeting of: February 13, 2025

FROM: Tony Heacock, Director of Environmental Health & Safety

SUBJECT: Item 2c)
Approve “Request for Bids for the Purchase of Gas Extraction System Analyzer and Control Upgrades” for the Cummings Road Landfill.

RECOMMENDED ACTION: Voice vote.

- 1) Approve the Request for Bids for the “Purchase of Gas Extraction System Analyzer and Control Upgrades” for the Cummings Road Landfill
- 2) Authorize Release of the Request for Bids on February 17, 2025.

DISCUSSION:

Background:

The Cummings Road Landfill (CRL) installed a gas flare system in 1998 to manage the methane generated by the waste materials. In 2018 the flare station control panel was updated to a digital interface enabling the system to collect and record operational data digitally to a remote server. The panel upgrade included the installation of temperature and flow sensor to help landfill staff to see current operating conditions. A portable gas analyzer unit was identified as the means to collect weekly gas concentrations during operation. This data is reported annually to state and federal agencies.

In 2020 the landfill gas generation dropped to levels that no longer supported the conditions necessary to support 24/7 operation of the gas extraction system. The gas extraction system has been operated intermittently since then and requires landfill staff to collect significantly more data from the gas wells deployed throughout the landfill and at the flare station control panel. It is critical to know current gas concentrations to determine when conditions are present for starting the flare and when to turn it off.

The portable gas analyzer is no longer capable of supporting current operational needs. Its increased use requires additional maintenance and calibrations that are done out of the area and take 4-8 weeks. In which time landfill staff have no means for collecting gas concentrations to determine when to operate the flare. In recent years WSP has provided a portable gas analyzer to support flare operations.

While WSP has been kind enough to recently lend HWMA a portable gas analyzer it has been noted they may not always have a available and the manufacturer does not offer any rental units. Therefore, it is critical to update the flare control panel with gas analyzer sensors to support flare operations and reporting requirements.

Staff's Recommendation:

Staff recommends the board approve the Request for Bids for the “Purchase of Gas Extraction System Analyzer and Control Upgrades” for the Cummings Road Landfill and authorize staff to release on February 17, 2025

FISCAL IMPACT:

The Board approved this project with the adoption of the FY 2024/2025 Budget. The Capital Improvement Fund possesses the necessary funds to facilitate the purchase.

ALTERNATIVES:

- 1) Alternatively, the Board could direct staff to continue to use the portable gas analyzer as the only means of measuring landfill gas concentrations; this is not recommended due to the equipment being sent off site for 4-8 weeks at least once a year.

ATTACHMENTS:

- 1) Draft Request for Bid for Cummings Road Landfill Gas Extraction System Analyzer and Control Upgrades

REQUEST FOR BIDS

FOR

**Cummings Road Landfill Gas Extraction System
Analyzer and Control Upgrades**

ISSUED BY:



Humboldt Waste Management Authority

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

February 17, 2025

Bid Opening: April 2, 2025 3:00pm

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**Humboldt Waste Management Authority
NOTICE TO BIDDERS
FOR
Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

NOTICE IS HEREBY GIVEN that sealed standard Proposals for the **Cummings Road Landfill Gas-Extraction System Analyzer and Control Upgrades** 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 April 1, 2025**, 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 Cummings Road Landfill Gas-Extraction System Analyzer and Control Upgrades.**” Bids are required for the entire work described herein. Electronic bids (email only) may be accepted provided that a hard copy of the bid is received within 3 business days.

BACKGROUND AND SCOPE OF WORK

The Cummings Road Landfill (CRL or Facility) operates a landfill gas collection and flare system (gas-extraction system). Because of diminishing landfill-gas generation rates, CRL now operates the gas-extraction system intermittently based on methane and oxygen concentrations and requires the ability to monitor and record the flow rates, temperature, pressure/vacuum as well as methane, carbon dioxide, and oxygen concentrations. HWMA also needs the flow/temperature/pressure/gas concentration readings to be integrated into the existing Fleetzoom recording system so that real time data is recorded and can be viewed remotely.

This scope of work is to obtain bids and ultimately implement that recommendation, including the following work:

1. Contractor shall provide and install a landfill gas analyzer (LFG Analyzer), preferred unit is the BG3KE-0000-KX-L Biogas 3000 Fixed Gas Analyzer, or equal. The analyzer shall meet the following:
 - ATEX/IECEX certified.
 - Measures methane (CH₄), carbon dioxide (CO₂), and oxygen (O₂).
 - Continuously sample from one sample point.
 - Include 4-20mA output signals.
 - Include a 110V heater.
 - Include an automatic moisture removal drain.
 - Include programmable logic integration with existing Fleetzoom recording device.
 - Include remote (internet) connection and ability view flare data in real time utilizing a BFC-MARS unit.
 - Include ability to perform, diagnostics and programming remotely using internet connection via a BFC-MARS unit.

In combination with the LFG Analyzer, the Contractor shall also include a Pressure Testing Kit (Biogas 3000 or equal) with:

- CGREGKIT Calibration Gas Kit. Includes:
 - (2) gas flow regulators - female thread, (1) carrying case, (1) hose kit. 1 CG-60-40 Calibration Gas Cylinder. Gas Mix - 60% CH₄.
 - 40% CO₂, bottle (male thread).
 - CG-00-00 Calibration Gas Cylinder, Gas Mix - 4% O₂ bottle.
 - Balance N₂ bottle.

A photograph of the existing blowers, header pipe, and control panel, are shown on the following page.

Photograph 1 - Existing Fan Blowers and Header Pipe System



Photographs 2 and 3 – Existing Control Panel



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 and 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.

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: January 10, 2025

Eric Keller-Heckman
Executive Director
Humboldt Waste Management Authority

INSTRUCTIONS TO BIDDERS

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 ten (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 HWMA 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 ninety (90) days of authorization to proceed. Time of completion and the amount of liquidated damages are described in Article 1 of the Contract.

Table 1: Bid Procurement Schedule

	Date
HWMA release of RFB.	February 17, 2025
Site Visit (Optional) no later than 4pm	March 17, 2025
Deadline to submit written questions and comments by Proposers.	March 21, 2025 by 3pm
HWMA will issue to Proposers: response to written questions and RFB addendum if necessary.	March 28, 2025
PROPOSAL DUE	April 1, 2025
Bid Opening	April 2, 2025 3pm
HWMA Evaluation Committee Recommendation to Board.	April 10, 2025
Bidder completes work no later than.	July 31, 2025

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

Examination of Site, Drawings, Etc.

Each bidder is encouraged to have visited 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
Fax: (707) 268-8927
Email: ekeller@hwma.net

All questions shall be submitted in writing to the above contact either by email no later than **3:00 PM Friday, March 21, 2025**. Responses will be provided by **3:00 PM Friday, March 28, 2025**.

Site Visit

To schedule a site visit, bidders shall contact Anthony Heacock, HWMA 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 **4:00 PM Friday, March 17, 2025**.

The facility is located at 5775 Cummings Road Landfill, near Eureka, Humboldt County, 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.

2-03. 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.

2-04. 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 to 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," however, 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 is 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 or her. The 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 and 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 five (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 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.

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 Landfill is open on weekdays except for state or federal holidays. Normal hours are Monday through Friday from 8:00 A.M. to 4:00 P.M. Provisions can be made for weekends and 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 six (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.

11-06. Claims Resolution. Any claims against HWMA made in connection with the work shall be made in accordance with Public Contracts Code section 9204 as follows:

1. Upon receipt of a claim pursuant to this section, HWMA shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, HWMA and the claimant may, by mutual agreement, extend the time period provided in this subdivision.
2. The claimant shall furnish reasonable documentation to support the claim.
3. If HWMA needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, HWMA shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.
4. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after HWMA issues its written statement. If HWMA fails to issue a written statement, paragraph (10) shall apply.
5. If the claimant disputes HWMA's written response, or if HWMA fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, HWMA shall schedule a meet and confer conference within 30 days for settlement of the dispute.
6. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, HWMA shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with HWMA and the claimant sharing the associated costs equally. HWMA and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
7. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
8. Unless otherwise agreed to by HWMA and the Contractor in writing, the mediation conducted

pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has commenced.

9. This section does not preclude HWMA from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
10. Failure by HWMA to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
11. Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.
12. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against HWMA because privity of contract does not exist, the contractor may present to HWMA a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to HWMA shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to HWMA and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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. There are no project specific plans beyond the description of the Scope of Work within this overall document.

12-03. Permits. The Contractor shall provide, procure and pay for all permits including encroachment permits required to carry on and complete this work, if applicable. Note, this scope of work does not include any activity that will require an encroachment permit. An authority to construct (ATC) through the North Coast Unified Air Quality Management District, if required, will be obtained by HWMA.

12-04. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2023, (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 5-1.20 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 14-9.03 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. MODIFICATION AND 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:

No amendments.

SECTION 15. CONSTRUCTION SPECIFICATIONS

Refer to the Scope of Work description in the first section of the Contract Documents.

SECTION 16. CONTRACT

Humboldt Waste Management Authority

CONTRACT

FOR

Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades

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 1. 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 an 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 one (1) through five (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

**Humboldt Waste Management Authority
For
Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

FAITHFUL PERFORMANCE 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:

_____ (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
Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

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
Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

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
Cumings Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

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
CUMMINGS ROAD LANDFILL
GAS-EXTRACTION SYSTEM ANALYZER AND CONTROL UPGRADES

Bid Item	Description	Quan.	Unit	Unit Price	Total Price
	BASE ITEMS				
1	Provide and Install LFG Analyzer	1	LS	\$	\$
2	Provide Calibration Kit	1	LS	\$	\$
3	Provide and Install Remote Viewing Programming	1	LS	\$	\$
4	Re-Program Control Panel and Fleetzoom Recorder	1	LS	\$	\$
5	All Other	1	LS	\$	\$
Total of Bid Items					

Notes: All bid items shall include installation, sales tax, shipping costs, and incidentals to complete in place. The Bid Schedule includes a bid item called "All Other". The purpose for this item is to provide a place for the Contractor to include cost for items not described in any other bid items but is required to complete the project. It is the responsibility of the Contractor to review the Documents thoroughly and identify any work that is not included in a bid item and include it in the "All Other" bid item.

BIDDER: _____

TOTAL PRICE (Numerical, total of items 1-5):

TOTAL IN WORDS:

List of "All Other" Bid Items:

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: _____

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 _____, 2025.

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.

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.

**Cummings Road Landfill
Gas-Extraction System Analyzer and Control Upgrade**

(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 the 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
Cummins Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

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 ten (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 OPENING DATE for **Gas-Extraction System and Control Upgrades**

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
Cummins Road Landfill
Gas-Extraction System Analyzer and Control Upgrades**

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: November 7, 2024.

For Meeting of: November 14, 2024

FROM: Eric Keller-Heckman

SUBJECT: Item 4)
Approve Request for Proposal for “Organics Processing Feasibility Study”

RECOMMENDED ACTION: Voice Vote

- 1) Receive Presentation outlining proposed timeline and critical pathway for the Request for Proposal for “Organics Processing Feasibility Study”.
- 2) Approve Request for Proposal for “Organics Processing Feasibility Study”
- 3) Authorize Release of Request for Proposal on February 17, 2025

DISCUSSION:

Background:

At the November 2024 meeting staff presented a preliminary Request for Proposal for “Organics Processing Feasibility Study” along with presenting a proposed timeline. At that meeting the board weighed in on the preliminary draft and directed staff to return with a new draft with incorporated changes.

Additionally, staff distributed the draft document to Member Agency staff and met virtually with them to go over potential additions or changes they had. These proposed revisions and changes have been incorporated into the current draft document.

Staff’s Recommendation:

Staff recommends the board approve the Request for Proposals for “Organics Processing Feasibility Study” and authorize staff to release on February 17, 2025.

ATTACHMENTS:

- 1) Draft Request for Proposal for “Organics Processing Feasibility”.

REQUEST FOR PROPOSALS

FOR

Organics Processing Feasibility Study

ISSUED BY:



Humboldt Waste Management Authority

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

February 17, 2025

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1.0 GENERAL INFORMATION

1.1 Humboldt Waste Management Authority

Established in 1999, the Humboldt Waste Management Authority (HWMA) is a Joint Powers Authority (JPA) comprised of six Member Agencies (the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the County of Humboldt) responsible for receipt, management, and disposal of Members' solid wastes, and to act as a regional focal point for waste diversion programs and services. One of the primary goals of the HWMA 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.

1.2 Statement of Purpose:

The Humboldt Waste Management Authority is soliciting proposals from one or more firm(s) with which to contract for the following services:

Develop, conduct, and deliver a study on the feasibility of implementing the processing of food waste into HWMA's current waste management system. The Feasibility Study should include, but not be limited to, a review of national best practices, pilot project(s) with processing, marketing of resulting compost, and recommendations for full-scale implementation. The proposed Scope of Service should include but not be limited to an evaluation of the HWMA's current operations, practices, and procedures as they relate to on-site processing of organic waste.

The Feasibility Study should also include potential challenges that could be faced, along with funding requirements and potential partnerships as part of a full implementation plan. The study should include financial models and outlooks to introduce full scale organics processing in-County as well as a project approach to a full implementation plan. National case studies of successful organics processing projects should be reviewed and presented, along with recommended implementation strategies related to the findings.

The Feasibility Study should address current and future plans by other regional partners for organics collection and processing.

A thorough Study will also assess potential public private partnerships and potential structures for those partnerships.

Other elements to include:

- An assessment of organic material feedstocks, including volumes and seasonality,

- Explore potential residential and commercial customers to provide feedstocks and as end users of the products produced,
- Business case evaluations of different options,
- Regulatory requirements associated with potential organics processing options, and
- General site requirements including, appropriate size, zoning, and permitting options.
- Consider future population growth in Humboldt County

1.3 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 HWMA, consequences of Contractor’s submission of their proposal, costs to prepare a proposal, and the proposal schedule.
- **Section 3** presents Background Information regarding current management practices of waste management within Humboldt County.
- **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 HWMA.
- **Section 8** describes the Proposal Evaluation and Proposer selection process to be followed by the HWMA.
- **Section 9** presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP.

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
- 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 HWMA.
- Negotiate with more than one Proposer.

Accepting a proposal that does not offer the lowest cost but offers the best overall proposal, which the HWMA determined is in the best interest of the HWMA 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 HWMA 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 HWMA, and the following provisions apply:

- HWMA 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 HWMA obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against the HWMA unless and until it is executed by the HWMA 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.

TABLE 1: PROCUREMENT SCHEDULE

<i>Task</i>	<i>Date</i>
RFP Released for Solicitation Period.	February 17
Pre-Proposal Conference	March 3-6
Deadline to submit written questions and clarifications by Proposers.	March 17
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	March 24
PROPOSAL DUE	April 7 3pm
HWMA Evaluation Committee may request clarification of proposals.	
HWMA Evaluation Committee may interview shortlisted Proposer(s).	
HWMA Evaluation Committee Recommends Preferred Contractor(s) to Board of Directors.	May 8
HWMA and Contractor(s) complete negotiations with Contractor.	May
HWMA Board of Directors to Approval Final Agreement	June 12
PROPOSER TO COMMENCE SERVICES.	By July 1, 2025 or sooner

**The HWMA 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 2* as part of the proposal package. The HWMA 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 HWMA 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

Municipal solid waste management, disposal and diversion services are handled through a combination of private and public providers. Waste management services are administered through individual City and County collection programs, and for certain services, such as transportation and disposal of solid waste, on a multi-jurisdictional basis by HWMA.

Curbside Collection:

Jurisdictions enter into individual franchise collection agreements with one of three curbside haulers for the collection of solid waste, recyclables and green waste (where available). Collection haulers include: Humboldt Sanitation, Recology, and Tom’s Trash.

HWMA Member Agencies are obligated to direct their solid waste materials to HWMA’s Hawthorne Street Transfer Station or an HWMA approved satellite transfer station. Non-member agencies direct their hauler to transport solid waste and recyclables to designated transfer stations.

Not all of the Humboldt County unincorporated areas are offered curbside collection services. This is due primarily to the large geographic area and low-density population that is unable to support affordable collection services. Residents in these areas self-haul their solid waste and recyclables to a transfer station for management and disposal.

Table 1: Jurisdiction, Collection Haulers & Services

Jurisdiction	Collection Hauler	Collection Services			Universal or Voluntary Collection
		Solid Waste	Curbside Recyclables	Green Waste	
Arcata	Recology	✓	✓	✓	Universal (voluntary Greenwaste)
Blue Lake	Humboldt Sanitation	✓	✓		Voluntary
Eureka	Recology	✓	✓	✓	Universal (voluntary Greenwaste)
Ferndale	Recology	✓	✓	✓	Voluntary
Fortuna	Recology	✓	✓	✓	Voluntary
Rio Dell	Recology	✓	✓	✓	Voluntary
Trinidad	Humboldt Sanitation	✓	✓		Voluntary
Unincorporated County Collection Areas					
Greater Arcata Area	Recology	✓	✓	✓	Voluntary
Greater Eureka Area	Recology	✓	✓	✓	Voluntary
Fieldbrook/Blue Lake	Recology	✓	✓	✓	Voluntary
Northwest Humboldt (McKinleyville and north to Orick)	Humboldt Sanitation	✓	✓		Voluntary

Willow Creek	Tom's Trash	✓	✓		Voluntary
Holmes/Redcrest	Recology	✓	✓		Voluntary
Weott/Myers Flat	Recology	✓	✓		Voluntary
Garberville	Recology	✓	✓		Voluntary

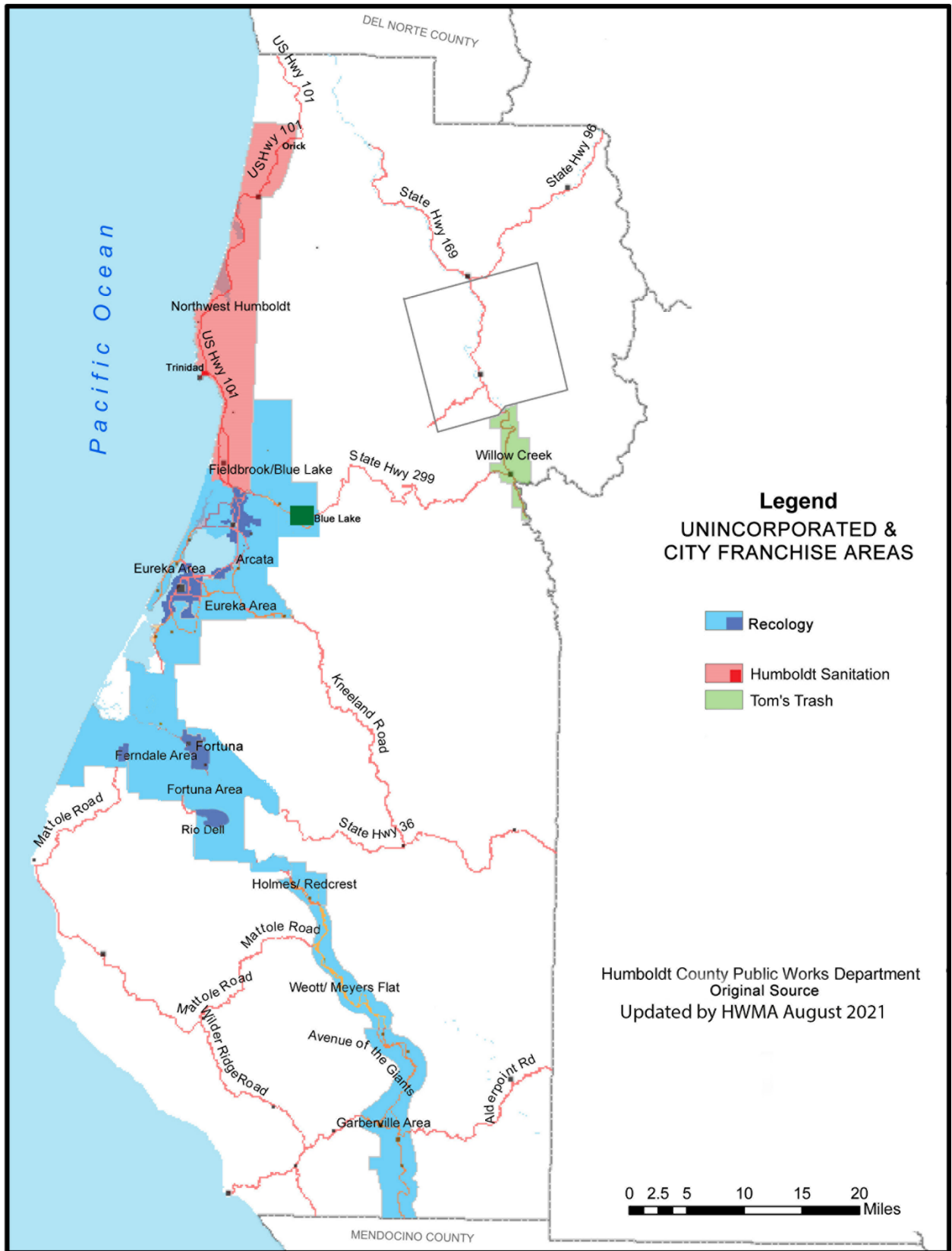


Figure 1: Humboldt County Map and Franchise Collection Areas

Solid Waste Tonnage Information by Jurisdiction

As reported to CalRecycle for 2020 calendar year, tons of solid waste disposed at landfill are:

Jurisdiction	Tons to Landfill
Arcata	8,799
Blue Lake	826
Eureka	31,886
Ferndale	1,156
Fortuna	10,866
Rio Dell	1,575
Trinidad	426
Unincorporated Humboldt	50,692
Total Annual Tonnage	106,226

Transfer Stations & Services:

Three privately and one publicly owned transfer stations accept curbside collected and self-hauled materials from solid waste haulers, contractors and the general public. Some transfer stations also accept materials collected from rural container sites, and this tonnage is reflected in the overall transfer station tonnage. All solid waste is transferred into trailers and hauled to out-of-county landfills.

Humboldt Sanitation: accepts approximately 20,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non-member agencies.

HWMA Hawthorne Street Transfer Station: accepts approximately 71,000 tons annually of solid wastes, green wastes, recycling, household hazardous wastes and special materials from member agencies.

Recology Eel River Transfer Station: accepts approximately 28,000 tons annually of solid wastes, green wastes, recycling and special materials from member and non member agencies.

Redway Transfer Station: accepts approximately 5,700 tons annually of solid wastes, green wastes, recycling and special materials from member agencies.

Material Recovery Facility (Recycling Only):

Recology Humboldt : Mixed recycling sorting and processing facility that accepts approximately 14,000 tons of mixed recycling from HWMA member agencies and non member jurisdictions

Organics Processing Facilities:

Humboldt Organics Solutions: permitted green waste only processing into composted materials. Total annual tonnage accepted is approximately 16,000 tons with 4,500 tons coming from non-member agency sources.

There are several other small organic processors that include Blue Lake Rancheria, North Coast Co-Op, Full Cycle Compost, The Local Worm Guy, as well as individual residential composters. Tonnage information is not available at this time.

Biosolids Composting from Wastewater Treatment Plants

Waste water treatment plants located in Arcata, Eureka and Fortuna treat waste water and regularly remove and compost biosolids from their respective anaerobic digesters.

Transportation and Disposal to Out-of-Area Landfills:

There are no operating landfills in Humboldt County. All solid waste is transported to landfills located out-of-county.

- Dry Creek Landfill (White City, Oregon):
 - All HWMA solid waste and Humboldt Sanitation.
- Anderson Landfill (Anderson, CA):
 - Includes Fortuna and Redway material, and self-hauled by independent haulers.
- Potrero Hills Landfill (Suisun City, CA):
 - Incidental materials by self-haulers or HWMA material in the event of emergency which closes Hwy 101.

Waste Characterization Study

In 2010-2011 and again in 2019-2020, the HWMA completed a comprehensive two season waste characterization study by contracting with Cascadia Consulting Group to perform detailed audits of customer wastes. Member agencies used the information from this audit to prioritize efforts to meet state jurisdiction diversion goals and specific actions within their jurisdictions. These reports are available on the HWMA website or by request.

4.0 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

The HWMA is seeking a qualified consultant to provide a detailed study on the feasibility of adding an in-county organics processing facility to the HWMA's current existing waste

management service offerings. The Feasibility Study should consider public-private partnerships, a regional approach to organics, and/or other innovative recommendations to reduce food/organic waste. The selected contractor's recommendations must meet all local ordinances and state regulations related to waste collection and diversion, and at a minimum include performance of the tasks as described below.

4.1 Information Gathering

Meet with HWMA and Jurisdiction staff to discuss desired end-goal, expectations, success measures, project purpose and short and long-term implementation goals.

Review the existing waste management system including, but not limited to, current service levels, offerings and collection methods, policies and procedures, operational practices, applicable ordinances, laws and regulations, existing infrastructure, customer data, participation rates, tonnages, waste composition, capital and operational expenditures, revenue, and personnel and equipment data.

4.2 Service Feasibility Assessment

The HWMA's jurisdictions provide some residential curbside yard waste collection and the HWMA manages the current contract for yard waste processing services.

The selected contractor will assess the feasibility of incorporating food waste into the current operation and infrastructure of the HWMA's current waste management structure.

4.3 Market and Infrastructure Analysis

Analyze and report-on an extensive review of current and emerging food diversion and organics program trends in both global and local markets. This analysis should include, but is not limited to, customer demographics, participation rates, waste characterization data, industry opportunities, challenges, and risks, best practices, external market factors, benchmarking, and an evaluation of the capacity and infrastructure to support an organics food waste program locally.

Comparative analysis must include the following resource types and supporting information:

- JPAs, Cities or Counties of similar size and demographic makeup
- Contact information for case studies cited

4.4 System and Design Recommendations

The selected contractor will use the information gathered, market analysis data, and pilot results (if applicable) to provide tailored recommendations for implementation of a Countywide food waste organics program. Countywide implementation of a curbside organics program may require a phased, multi-year project plan.

Recommendations must include, but not be limited to, the following information:

- Projected timeline inclusive of the time needed to execute pilot studies ahead of full implementation
- Projected expenses

- A community engagement, outreach, and education plan
- Infrastructure, personnel, and equipment changes needed
- Policy, procedure, process, and/or City ordinances changes needed
- Consideration of current regional partners' organics recycling plans
- Long-term plans to benchmark and track data such as greenhouse gas emissions and other climate action data points
- Market and economic opportunities for processing materials

4.5 Financial Considerations

Deliverables must include financial modeling and revenue analysis that evaluate the long-term financial sustainability of incorporating Organics processing into the HWMA's current operations. The model will include a multi-year financial management plan of no less than 10 years inclusive of potential fee adjustments, projected revenues, expenses, and fund balance estimations. This task will include reviewing historical budget and expense data, projected capital improvement projects and associated funding sources, existing debt service and coverage ratios, available and recommended operating, capital, and debt service reserves, and any financial policies and reserve requirements dictated by the HWMA board or their policies.

Analysis should also consider population growth to determine how these factors may affect tonnage projections. Current and projected market rates for processing costs and expenses should also be considered.

5.0 AGREEMENT ARRANGEMENTS

The procurement schedule in Table 1 outlines the time schedule for proposal evaluations, recommendation, and selection of the most responsive Proposer, and to negotiate and execute an agreement with the HWMA. 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 5-year extensions at the sole discretion of the HWMA.

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

6.0 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 nonresponsive.

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 company fosters innovation and high-quality performance with proven examples.
4. Describe any proposed partnerships that could support or enhance organics diversion efforts.
5. 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 HWMA 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. Violation of environmental laws, regulations, permits, or federal antitrust laws; and
 - b. 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 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.

6.6 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.

6.7 Additional Operational Information

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

6.8 Agreement Acceptance Response

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

7.0 COST PROPOSAL

Provide a cost proposal that shall consist of a “not to exceed” price quotation along with the current fee schedule and applicable hourly rates, which shall be bound as part of the proposed scope of services. The cost proposal shall be provided in a table format that identifies the key project team member(s) proposed for each task and subtask, the number of hours for management, drafting, support personnel hours, sub-consultants and costs envisioned for each task. These costs should be presented in a way that tasks and their associated costs are easily recognizable so jurisdictions may pick and choose what services they wish to have provided

Suggestions for optional services to better accomplish HWMA’s objectives will be considered but should be priced separately from the price provided for the basic services described in this RFP.

Although revisions to the HWMA’s standard “*Agreement for Professional Consulting Services*” and/or insurance requirements as described in Attachment are discouraged, you may submit proposed exceptions or revisions your firm has to the standard agreement terms, together with explanation(s) for the revision(s).

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). 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
Qualifications and Experience	30
Understanding of Relevant Objectives & Requirements	30
Ability to Provide High-Quality, Cost-Effective Services	20
Interview (Short Listed Proposers)	20
Total Maximum Score Up To	100

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.

Qualifications and Experience (Maximum 30 points)

- Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
- The number of staff members employed by the proposed, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
- The Project Team’s overall experience in providing services equivalent to those set forth in this RFP.
- The Project Team’s overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
- The qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in the RFP, including, job titles, responsibilities, special training, licenses, certifications and resumes of all key personnel that will be responsible for providing the Services set forth in this RFP.

Understanding of Relevant Objectives & Requirements (Maximum 30 points)

- Proposer’s understanding of key regulations and requirements as it relates to Organics processing facilities.

- Recent and significant experience and strong technical background in the field of expertise relating to the purpose as outlined in the RFP.
- Proposers understanding of current and emerging Organics processing strategies and emerging markets
- Ability and proven experience of working with, and responding to, jurisdiction and communities required to implement regulatory compliance.

Ability to Provide High-Quality, Cost-Effective Services (Maximum 20 points)

- Proposer’s ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques
- Proposer’s subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
- Management strategies that will be utilized by the Proposer to achieve the objectives and requirements in an efficient and effective manner.

Interview (Maximum 20 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.

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 HWMA 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 **TBD**

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. TBD** 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
“Registered Professional Forester 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 fourteen (14) calendar days to provide a surety made payable to the HWMA in the amount of \$50,000 in the form of a cashier’s check or a surety bond naming the HWMA. The purpose of the 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 to 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

Attachment 1: Agreement template

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, -----; and

WHEREAS, 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,” 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 with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions _____ 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 D “Special Insurance Conditions,” if any are so required [*check applicable box*]:

_____ Special Insurance Conditions _____ 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, "Compensation," attached hereto and incorporated herein, 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, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. **Term.**

3.1 **Commencement.** Services of Consultant shall commence upon full execution of this Agreement by both parties.

3.2 **Time for Completion.** Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

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 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 for which the Authority has compensated Consultant, 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 Contractor 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:

Eric Keller-Heckman, 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, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit D, 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 D.

- 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. Such 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. Limits shall be no 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, but in no event to 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. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **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.

17. 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.

18. 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: _____

Attachment 2: 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 3: RFP and Alternatives



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: February 6, 2025.

For Meeting of: February 13, 2025

FROM: Hilary Schwartz, Director of Finance

SUBJECT: Item 5)
Review and approve proposed revision to HWMA Policy 2105.1.1 In-Lieu Benefits

RECOMMENDED ACTION: Voice vote

- 1) Review and approve proposed revision of HWMA Policy 2105.1.1 In-Lieu Benefits

DISCUSSION:

Background:

The Authority offers all employees the opportunity to enroll in group health benefits as outlined in Policy 2105 of the current HWMA Policy Handbook. Concurrent with the offer of group health insurance, HWMA Policy 2105.1.1 In-Lieu Benefits offers in-lieu benefits (wages) for qualified employees who choose to opt out of the Authority's group coverage. The Authority has used various compliant methodologies for calculating the amount of in-lieu benefits for employees who opt out.

After seeking the advice of an employment attorney and human resources consultant, staff has determined that it would benefit both the Authority and its employees to simplify the methodology for calculating in-lieu benefits to a flat rate of \$400 per month. Adopting the revised flat-rate methodology would bring the Authority's in-lieu benefits policy into alignment with other member agencies and simplify budget estimates for this line-item expense.

Staff's Recommendation:

Staff recommends that the board approve the revised Policy 2105.1.1 as presented in Attachment 5.1

FISCAL IMPACTS:

Minimal impacts to budget as proposed revision does not significantly change existing in-lieu benefits currently being paid to Authority employees.

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS:

- 1) Proposed Revised Policy 2105.1.1

ATTACHMENT 5.1

Current HWMA Policy 2105.1.1

2105.1.1 In-Lieu Benefits for Health Benefit. Employees with valid proof of other coverage such as Veterans Administration, Medicare, other Employer Sponsored Group Coverage, and Individual Coverage (not subsidized) may opt out of the Authority's group health insurance and receive 100% of the monthly health insurance premium amount of the sponsored plan in lieu of the health insurance benefit.

Proposed Revised HWMA Policy 2105.1.1

2105.1.1 In-Lieu Benefits for Health Benefit. Employees with valid proof of other coverage such as Veterans Administration, Medicare, other Employer Sponsored Group Coverage, and Individual Coverage (not subsidized) may opt out of the Authority's group health insurance and receive \$400 of taxable wages per month in lieu of the health insurance benefit.



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: February 10, 2025 For Meeting of: February 13, 2025

FROM: Eric Keller-Heckman, Executive Director
Hilary Schwartz, Director of Finance

SUBJECT: Item 4)
Receive and Approve Mid-Year Adjustments and Review for Fiscal Year 2024-25

RECOMMENDED ACTION: Voice vote
1) Receive and Approve Mid-Year Adjustments and Review for Fiscal Year 2024-25

DISCUSSION:

Background:

Staff is pleased to present the Fiscal Year 2024-25 Mid-Year Budget Review for the Board's consideration. This Mid-Year Budget reflects actual expenses and revenues received by the Authority as of December 31, 2024, is a strong indicator of the financial course of the Authority, and will guide staff in the development of the Draft Fiscal Year FY 2025-26 Budget.

The Authority operates on a July – June Fiscal Year, with a mid-year budget review typically presented at the regular February Board meeting. Mid-year budget adjustments are presented so that the Board of Directors may compare the approved budget projections with actual revenue and expenditure performance at mid-fiscal year and approve necessary adjustments to specific line items. This is an important tool in maintaining the Authority and its financial stability and direction.

Overall, revenues are in line with the budget projections with expenditures coming in just slightly under the FY 2024-25 budget as presented in April 2024. The variations in revenue and certain expenses simply due to the timing of this report, and the delay of certain financial processes.

Traditionally, staff does not present a full budget at mid-year unless substantial changes or alterations are recommended. With the minimal number of adjustments, and the majority of the budget tracking as predicted, staff has focused on the small number of outliers noted in this report.

FY 2024-25 Mid-Year Budget

Revenue

Based on actual tonnage received, Solid Waste Revenue as identified in the approved FY 2024-25 Budget is on track with projections. Out of Area self-haul has remained steady with minimal tonnage overall. Staff anticipates a small uptick in the second half of FY 24-25 as we head into spring and summer as past tonnage trends would predict.

Total County-Wide Program Fees and Base Rates Passed Through are also tracking well, with some variance attributed to how these fees are billed, collected, and apportioned to the appropriate division, line items and jurisdictions.

Additionally, SB212 (Jackson, passed 2018) created a statewide stewardship program for sharps and pharmaceuticals, that now cover the disposal costs of these items. HWMA incurs the costs and is reimbursed periodically. It was unknown at the time of the FY 24-25 budget when the program would roll out, and when applicable sites would be adopted into it, so this revenue was not predicted in the original budget but will be incorporated going forward.

Other Income categories are currently tracking as expected for the year.

Overall, staff is confident in the projections made with the FY 24-25 budget and revenues are tracking with those predictions.

Expenditures

Waste Expenses are adjusted to reflect actual costs related to the Authority's cost of transportation and disposal for all material. The authority has been fortunate in that so far in FY 2024-25 there have been no significant interruptions to travel routes for solid waste disposal, and fuel prices have remained under projections. Backhauls have dipped under projects but these additional costs have been offset by the lower-than-expected fuel prices.

The Authority's approved organizational chart identifies 36 FTE positions. The majority of open positions have been filled within the last year and these costs are tracking with budgeted amounts as well.

Overall, other costs have tracked as predicted if not slightly above projections, outside of three instances: Merchant Fees, R&M Facilities and Landfill leachate hauling

The increasing Merchant Fees are directly related to an increase in online bill pay and credit card payments through our transaction providers. The Authority, for most of its time has been a cash and check business, but since the Covid-19 pandemic staff has continued to edify the financial structures to accept a variety of payment types. This has reduced staff time related to managing cash and checks, while making paying bills more user friendly for our everyday customers. We have seen a large uptick in customer participation so far this year by introducing online and email bill pay.

R&M Facilities is currently tracking just over initial projections but still has sufficient funds. Operations staff have identified projects that can be held off until the next fiscal year and have also identified critical projects that can still be accomplished within the current budgeted amount.

Landfill Leachate hauling's increase is directly correlated to an increase in rainfall experienced when compared to historical levels.

Reserves

Planned expenditures related to the Capital Improvement Plan, and other asset purchases, remain on schedule for completion through the end of the fiscal year. All reserves are on track to be fully funded by the end of the fiscal year.

Proposed Adjustments

Staff presents the following requested changes in list form, with references to the division and line item, for the Board's consideration:

1. \$ 25,000 increase to Landfill, Leachate Hauling from Landfill Engineering and Consulting Services
2. \$ 22,000 increase to Administrative, Merchant Fees. Staff recommends pulling these needed funds from the current budget Solid Waste Transportation and Disposal with costs savings coming from reduced fuel costs.

Overall

Staff believes the minimal amount of mid-year budget adjustments indicate that the decisions made by the Board during the Budget approval process have resulted in a strong, healthy budget performance. Staff is prepared to discuss any items that require additional clarification and will present further discussion on these topics during the Draft FY 2025-26 Budget scheduled for the March/April 2025 meeting.

Staff's Recommendation:

Staff recommends the Board approve list of proposed adjustments and approve FY 2024-25 Mid-Year Budget.

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS: N/A