**Agenda**

**Thursday, September 13, 2018 at 5:30 PM**  
Eureka City Council Chambers  
531 K Street, Eureka, CA

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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 July 12, 2018 HWMA Board of Directors Meeting.  
   b. Approve Minutes from the August 1, 2018 Special Meeting of the HWMA Board of Directors.  
   c. Receive June Fiscal Year 2017-18 Financials  
   d. Award Bid to Holt of California for the Purchase of a Clark S30 Lift Truck.  
   e. Approve Golder Associates Project Addendum Dated August 29, 2018  
   f. Approve “Household Hazard Waste Building Floor Overlay and Containment Repair” Construction Bid Document

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 Master Storm Water Improvement Plan for the Hawthorne Street Transfer Station.**
5. Board Member Reports
6. Executive Director’s Report
7. Closed Session: No Closed Session
8. Adjourn
Minutes
Thursday, July 12, 2018 5:30 PM
Eureka City Council Chambers
531 K Street, Eureka, CA

Present: Frank Wilson, Michael Sweeney, Sofia Pereira, Mike Wilson (alternate for Rex Bohn), Heidi Messner, Summer Daugherty
Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM
Chairman Sweeney called the meeting to order at 5:30 p.m. A quorum was present and acting.

2. Consent Calendar
   a. Approve Minutes from the June 14, 2018 HWMA Board of Directors Meeting.
   b. Receive May Fiscal Year 2017-18 Financials
   c. Award Bid to Blue Flame Crew West, LLC for the Landfill Gas Flare Upgrade Construction Project.
   d. Consider Approval of the Request for Proposals for Green Waste Transportation Services from Hawthorne Street Transfer Station to Mad River Hardwoods.
   e. Approve Request for Bids for Purchase of a Lift Truck-Recycling Division
   f. Authorize Executive Director to Evaluate and Pursue Options with Property Owners City of Eureka and Harbor Lanes

Chairman Sweeney opened the floor to public comment on the Consent Calendar. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Daugherty Moved and Director M. Wilson Seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Daugherty and seconded by Director M. Wilson by the following vote:

Ayes: Wilson, Wilson, Sweeney, Pereira, Messner, Daugherty

Nays: None

Absent: None

3. Oral and Written Communications
Chairman Sweeney opened the floor to public comment on items not on the agenda. No comment was received.

Chairman Sweeney closed the floor to public comment.
4. Consider Receive Recycling Processing and Marketing of Regional Curbside Collected Recyclable Materials Status Update; Provide Direction to Staff. 
Chairman Sweeney opened the floor the public comment regarding the update on regional curbside recycling. Comments were received from the following:
Linda Wise, General Manager, Recology of Humboldt
Chairman Sweeney closed the floor the public comment.
Motion: Director M. Wilson Moved and Director Daugherty Seconded the motion to affirm the Proposed Terms as presented; to 1) adopt Resolution 2019-03 “Finding that the Public Health, Safety and Well-Being Require the HWMA to Enter into a Regional Recyclable Materials Processing and Marketing Services Agreement with Recology Humboldt County, Inc. without Competitive Bidding”; and 2) direct HWMA General Counsel, the Executive Director and a member of the Evaluation Committee to finalize and execute an agreement with Recology that incorporates the approved terms presented at the July meeting. The base agreement to be used was the Board approved document included in the RFP, with any substantive or material changes to return to the HWMA Board for a Special Meeting; and 3) Authorize staff to waive the disposal fees for the cost of Residual Waste Tonnage (approximately 1,700 tons annually), to offset Recology’s processing cost.
Action: Approve the Motion as made by Director M. Wilson and seconded by Director Daugherty by the following vote:
Ayes: Wilson, Wilson, Sweeney, Pereira, Messner, Daugherty
Nays: None
Absent: None

5. Board Member Reports
Chairman Sweeney thanked Directors Pereira and Messner for their two years of service, respectively, as Board Chair and Vice Chair.

6. Executive Director’s Report
Executive Director Duffy reviewed her report with the Board of Directors.

7. Closed Session: Closed session pursuant to Government Code 54956.8 Real Property to consider potential purchase. Two items.
   a. Property APN 007-011-002; HWMA negotiator: Executive Director; Negotiating parties: City of Eureka; Under negotiation: price and terms.
   b. Property APN 007-011-003; HWMA negotiator: Executive Director; Negotiating Party: (insert); Under negotiation: price and terms.
Report Out of Closed Session.
Chairman Sweeney opened the floor to public comment regarding closed session. No comment was received. Chairman Sweeney closed the floor to public comment.
Chairman Sweeney adjourned the meeting to closed session at 6:27 p.m.
Report Out: No report out was made from Closed Session.

8. Adjourn
Chairman Sweeney adjourned the meeting following closed session.
Next Meeting: September 13, 2018 at 5:30 p.m. at Eureka City Hall Council Chambers.
Minutes
Special Meeting
Wednesday, August 1, 2018 @ 4:15 PM
HWMA-Main Business Office
1059 West Hawthorne Street, Eureka, CA

Present: Frank Wilson, Michael Sweeney, Sofia Pereira, Rex Bohn, Heidi Messner, Summer Daugherty
Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman

1. Call to Order and Roll Call at 5:30 PM
Chairman Sweeney called the meeting to order at 4:15 p.m. A quorum was present and acting.

Chairman Sweeney opened the floor to public comment on the amended resolution. No comment was received.
Chairman Sweeney closed the floor to public comment.
Motion: Director Daugherty Moved and Director Messner Seconded the motion to approve Resolution 2019-04 Amending HWMA’s Integrated Waste Management Fees for FY 2018-19 for the Hawthorne Street Transfer Station..
Action: Approve the Motion as made by Director Daugherty and seconded by Director Messner by the following vote:
Ayes: Bohn, Wilson, Sweeney, Pereira, Messner, Daugherty
Nays: None
Absent: None

3. Adjourn
Chairman Sweeney adjourned the meeting at 5:55 p.m.
Next Meeting: September 13, 2018 at 5:30 p.m. at Eureka City Hall Council Chambers.
Staff Report

DATE: September 13, 2018

FROM: Tyler Egerer, Director of Finance and Administrative Services

SUBJECT: Item 2c) Receive June 2018 Financial Reports

RECOMMENDED ACTION: Review and Approve June 2018 Financial Reports.

DISCUSSION:
Each month, staff presents an update on the Authority’s financials based on activity to-date for the period two months prior to 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.

Attachment B, Statement of Operations for Period Ending 6/30/2018 is presented in summary format; detailed analysis of each division of the Authority is available by request for those interested in division performance. Highlights of Fiscal Year 2017-18 activity include:

a) Day-to-day revenue and expense figures have aligned with adjusted budget estimates from mid-year projections; most overages in both areas are due to increases in tonnage disposed, as both revenue from activity and cost to transport increase with most tonnage reported;

b) A significant increase in tonnage disposed – thanks to a dry fall and an increase in construction and demolition – has greatly increased net position, resulting in increased cash flow and a stronger overall Authority financial position;

c) Final accounting for year-end activities, grants, and other annual projects have yet to be fully recorded but will not significantly change preliminary year-end activity as reported. The Authority should recognize another large decrease in its outstanding deficit, better positioning it for future projects and facilities enhancements.

The Authority’s cash position is comprised of two accounts; 1) the Authority’s checking account, which handles the day-to-day expenses; and 2) the savings 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 are as follows:

HWMA Operating Fund: $1,957,295.09
HWMA Undesignated, Capital, Personnel, and Stabilization Funds: $2,407,349.00

**Authority Financials:**
Attachments A and B contain detailed balance sheet and income statement (*Statement of Operations*) information for the June financial report, 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** for June are performing approximately 6% over projections of budgeted estimates for Fiscal Year 2017-18. These estimates encapsulate all activity throughout the Authority, although finances will be influenced by future payouts for fees passed through to Member Agencies, revenue shares for salvaged materials sales, and the delayed receipt of grant revenues for grant-based projects.

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

As participation in CRV buyback continues to stay strong, due to a lack of private reimbursement centers, revenue estimates for salvage material revenue and processing revenues continue to be high; these are offset by similarly increased hauling and processing costs as the Authority transports the material to processors for marketing.

Based on the above factors, and to facilitate long-term planning – relative to the Fiscal Year – for the Board and staff in decision making, the following estimation of growth for total revenues is provided below. The following graph tracks current, aggregate, monthly revenue activity against an annual trend line, generated from the previous five years of financial information. The trend line provides a reasonable estimation of how revenues are expected to be collected throughout the year, including effects related to weather, seasonal activities, and delayed reimbursements for grants and other projects.
Ongoing disposal activities, a strong construction season, and a continued level of high participation in CRV reimbursement through the Authority’s Eureka Recycling Center are keeping revenue above estimates, resulting in a robust revenue profile for the Fiscal Year.

Expenses for June are also above budget projections. Total Expenses are approximately 3% over budgeted estimates, including some one-time expenses related to depreciation of Authority assets, and quarterly payments to Member Agencies for pass-through and recycling fees. Additionally, increases above budgeted estimates are mostly related to increased solid waste tonnage disposed, which is offset by a similar increase in revenue as referenced above.

Payroll expenses are in line with current budget estimates. Due to several workplace employee injuries over the past several years, the Authority’s worker’s compensation insurance premium was increased by SDRMA. This increased cost is reflected in the overall Payroll expenditures. This cost is expected to continue into Fiscal Year 2018-2019, however improvements in employee and operational safety have reduced the number of new incidents at all facilities.

To provide long-term planning – relative to the Fiscal Year – the Board and staff in decision making, the following estimation of growth for total expenditures is provided below. The following graph tracks current, aggregate, monthly expense activity against an annual trend line, generated from the previous five years of financial information. The trend line provides a reasonable estimation of how expenses are expected influence the Authority’s financials throughout the year, and consider the effects of those one-time, lump sum payments for certain recurring annual costs.
Staff continues to maintain a strong control on ongoing expenses, and the recent change in solid waste transportation and disposal contractors has resulted in minimal impact on ongoing expenses in operations. Overall, staff is pleased to report that expenditure activity is settling into an expected rhythm, with anticipated expenditures for items outlined in the Capital Improvement Plan, or related to long-term debt payments, covered by reserve funds and sufficient operating revenues.

Monthly disbursements to Authority vendors and employees are summarized in Attachment D for the month of June. These disbursements are comprised primarily of day-to-day costs, representing approximately $435,000 in transportation and disposal costs, $172,000 in quarterly payments for pass through programs and AB939 funding, and approximately $104,000 in CRV reimbursement payments to the general public.

**Division Activities (as Summarized in Attachment C):**
Activity for all divisions is on track to exceed Fiscal Year 2017-18 activity. New construction, expanded curbside services, and outreach improvements have all contributed to an overall increase in activity.

**Attachments:**
A) Authority Balance Statement, June 2018  
B) Authority Statement of Operations, June 2018  
C) Activity Report, June 2018  
D) Cash Disbursements, June 2018
## ASSETS AND DEFERRED OUTFLOWS

### Current Assets:
- **Cash and Investments**: $4,782,927 ($4,061,179)
- **Accounts Receivable**:
  - Customer (Net of Doubtful Accounts): 865,956 (873,702)
  - Deposits: 19,500 (19,500)
- **Total Current Assets**: 5,668,383 (4,954,381)

### Noncurrent Assets:
- **Capital Assets**:
  - Property, Plant and Equipment, Net: 4,721,734 (5,025,540)
  - Waste Authority Contract: 221,171 (221,171)
- **Total Noncurrent Assets**: 4,942,905 (5,246,711)

<table>
<thead>
<tr>
<th></th>
<th>6/30/2018</th>
<th>6/30/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Assets</strong></td>
<td>10,611,288</td>
<td>10,201,092</td>
</tr>
<tr>
<td><strong>Deferred Outflows</strong></td>
<td>435,580</td>
<td>435,580</td>
</tr>
<tr>
<td><strong>Total Assets and Deferred Outflows</strong></td>
<td>11,046,868</td>
<td>10,636,672</td>
</tr>
</tbody>
</table>

## LIABILITIES, DEFERRED INFLOWS AND NET POSITION (DEFICIT)

### Current Liabilities
- **Accounts Payable and Accrued Liabilities**: 764,219 (841,272)
- **Accrued Payroll**: 193,941 (133,399)
- **Customer Deposits**: 2,350 (2,350)
- **Total Current Liabilities**: 960,510 (977,021)

### Noncurrent Liabilities
- **Long-term Debt Due After One Year**: 3,291,174 (4,161,808)
- **Net Pension Liability**: 476,183 (476,183)
- **Estimated Closure and Post-Closure Care Costs**: 7,353,845 (7,353,845)
- **Total Noncurrent Liabilities**: 11,121,202 (11,991,836)

### Total Liabilities
- **Total Liabilities**: 12,081,712 (12,968,857)
- **Deferred Inflows**:
  - Pension Plan: 109,711 (109,711)
  - Unavailable Revenue: 86,912 (39,305)
- **Total Liabilities and Deferred Inflows**: 12,278,335 (13,117,873)

### NET POSITION (DEFICIT)
- **Net Investment in Capital Assets**: 1,651,731 (1,084,903)
- **Unrestricted (Deficit)**: (4,348,418) (6,034,938)
- **Total Net Position**: 1,465,220 (2,468,834)
- **Total Liabilities, Deferred Inflows and Net Position**: 11,046,868 (10,636,672)
<table>
<thead>
<tr>
<th>Item</th>
<th>Actual</th>
<th>Budget</th>
<th>$ Var</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Waste Management Fees</td>
<td>9,823,687</td>
<td>9,446,268</td>
<td>377,419</td>
<td>4%</td>
</tr>
<tr>
<td>Less: Pass-Through Fees</td>
<td>737,128</td>
<td>875,848</td>
<td>(138,720)</td>
<td>(15.84%)</td>
</tr>
<tr>
<td>Net Waste Management Fees</td>
<td>9,086,559</td>
<td>8,570,420</td>
<td>516,139</td>
<td>6.02%</td>
</tr>
<tr>
<td>Green Waste Fees</td>
<td>375,554</td>
<td>381,255</td>
<td>(5,701)</td>
<td>(1.5%)</td>
</tr>
<tr>
<td>Other Fees and Charges</td>
<td>(574)</td>
<td>126</td>
<td>(700)</td>
<td>(555.56%)</td>
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<tr>
<td>Other Operating Revenues</td>
<td>2,145,180</td>
<td>1,973,034</td>
<td>172,146</td>
<td>8.72%</td>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>11,606,719</td>
<td>10,924,835</td>
<td>681,884</td>
<td>6.24%</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations and Maintenance</td>
<td>7,102,504</td>
<td>5,856,123</td>
<td>1,246,381</td>
<td>21.28%</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>1,638,399</td>
<td>2,906,322</td>
<td>(1,267,923)</td>
<td>(43.63%)</td>
</tr>
<tr>
<td>Professional Services</td>
<td>154,956</td>
<td>77,156</td>
<td>77,800</td>
<td>100.83%</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>422,956</td>
<td>422,877</td>
<td>79</td>
<td>.02%</td>
</tr>
<tr>
<td>Closure-related Expenses</td>
<td>110,655</td>
<td>360</td>
<td>110,295</td>
<td>30637.5%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>673,447</td>
<td>548,514</td>
<td>124,933</td>
<td>22.78%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>10,102,917</td>
<td>9,811,352</td>
<td>291,565</td>
<td>2.97%</td>
</tr>
<tr>
<td><strong>Operating Income (Loss)</strong></td>
<td>1,503,802</td>
<td>1,113,483</td>
<td>390,319</td>
<td>35.05%</td>
</tr>
<tr>
<td><strong>NONOPERATING REVENUES (EXPENSES):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>120</td>
<td>(62)</td>
<td>182</td>
<td>(293.55%)</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>101</td>
<td>101</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rental Income (Net of Expenses)</td>
<td>110,148</td>
<td>120,338</td>
<td>(10,190)</td>
<td>(8.47%)</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>19,955</td>
<td>193,397</td>
<td>(173,442)</td>
<td>(89.68%)</td>
</tr>
<tr>
<td>Grant Expense</td>
<td>(15,531)</td>
<td>(193,990)</td>
<td>178,459</td>
<td>(91.99%)</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>(66,313)</td>
<td>(66,473)</td>
<td>160</td>
<td>(.24%)</td>
</tr>
<tr>
<td><strong>Total Nonoperating Revenues (Expenses)</strong></td>
<td>48,480</td>
<td>53,210</td>
<td>(4,730)</td>
<td>(8.89%)</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>1,552,282</td>
<td>1,166,693</td>
<td>385,589</td>
<td>33.05%</td>
</tr>
</tbody>
</table>
## Waste Tonnage

<table>
<thead>
<tr>
<th></th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawthorne</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise</td>
<td>44,782</td>
<td>45,191</td>
<td>99.1%</td>
<td>$5,765,737</td>
<td>$5,826,715</td>
<td>99.0%</td>
</tr>
<tr>
<td>Self Haul</td>
<td>20,824</td>
<td>17,685</td>
<td>117.7%</td>
<td>$3,314,656</td>
<td>$2,830,428</td>
<td>117.1%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>65,606</strong></td>
<td><strong>62,877</strong></td>
<td><strong>104.3%</strong></td>
<td><strong>$9,080,393</strong></td>
<td><strong>$8,657,143</strong></td>
<td><strong>104.9%</strong></td>
</tr>
<tr>
<td>Humboldt Sanitation</td>
<td>5,295</td>
<td>6,016</td>
<td>88.0%</td>
<td>$521,915</td>
<td>$579,165</td>
<td>90.1%</td>
</tr>
<tr>
<td>ERD</td>
<td>4,346</td>
<td>7,154</td>
<td>60.7%</td>
<td>$424,535</td>
<td>$698,938</td>
<td>60.7%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>75,247</strong></td>
<td><strong>76,047</strong></td>
<td><strong>98.9%</strong></td>
<td><strong>$10,026,844</strong></td>
<td><strong>$9,935,246</strong></td>
<td><strong>100.9%</strong></td>
</tr>
<tr>
<td>Greenwaste</td>
<td>4,345</td>
<td>4,357</td>
<td>99.7%</td>
<td>$311,112</td>
<td>$319,861</td>
<td>97.3%</td>
</tr>
</tbody>
</table>

## Household Hazardous Waste

<table>
<thead>
<tr>
<th></th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>609</td>
<td>553</td>
<td>110.1%</td>
<td>$78,903.84</td>
<td>$62,091.53</td>
<td>127.1%</td>
</tr>
<tr>
<td>Residential</td>
<td>3,367</td>
<td>3,423</td>
<td>98.4%</td>
<td>$27,562.72</td>
<td>$28,705.78</td>
<td>96.0%</td>
</tr>
<tr>
<td>Fortuna Residential</td>
<td>1</td>
<td>81</td>
<td>1.2%</td>
<td>$60.00</td>
<td>$362.00</td>
<td>16.6%</td>
</tr>
<tr>
<td>Revenue from Countywide Fee</td>
<td></td>
<td></td>
<td></td>
<td>$430,241.63</td>
<td>$493,486.65</td>
<td>87.2%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>3,977</strong></td>
<td><strong>4,057</strong></td>
<td><strong>98.0%</strong></td>
<td><strong>$536,768</strong></td>
<td><strong>$584,646</strong></td>
<td><strong>91.8%</strong></td>
</tr>
</tbody>
</table>

## Traffic Count

<table>
<thead>
<tr>
<th></th>
<th>Average Daily</th>
<th>Exceptions</th>
<th>Average Daily</th>
<th>Exceptions</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Count FY18</td>
<td></td>
<td>Count FY17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td>353</td>
<td>None</td>
<td>314</td>
<td>None</td>
<td>112.4%</td>
</tr>
<tr>
<td>August</td>
<td>338</td>
<td>None</td>
<td>315</td>
<td>None</td>
<td>107.3%</td>
</tr>
<tr>
<td>September</td>
<td>340</td>
<td>None</td>
<td>300</td>
<td>None</td>
<td>113.3%</td>
</tr>
<tr>
<td>October</td>
<td>360</td>
<td>None</td>
<td>266</td>
<td>None</td>
<td>135.3%</td>
</tr>
<tr>
<td>November</td>
<td>301</td>
<td>None</td>
<td>287</td>
<td>None</td>
<td>104.9%</td>
</tr>
<tr>
<td>December</td>
<td>320</td>
<td>None</td>
<td>279</td>
<td>None</td>
<td>114.7%</td>
</tr>
<tr>
<td>January</td>
<td>299</td>
<td>None</td>
<td>283</td>
<td>None</td>
<td>105.7%</td>
</tr>
<tr>
<td>February</td>
<td>304</td>
<td>None</td>
<td>271</td>
<td>None</td>
<td>112.2%</td>
</tr>
<tr>
<td>March</td>
<td>313</td>
<td>None</td>
<td>291</td>
<td>None</td>
<td>107.7%</td>
</tr>
<tr>
<td>April</td>
<td>328</td>
<td>None</td>
<td>307</td>
<td>None</td>
<td>106.8%</td>
</tr>
<tr>
<td>May</td>
<td>333</td>
<td>None</td>
<td>317</td>
<td>None</td>
<td>105.1%</td>
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<tr>
<td>June</td>
<td>354</td>
<td>None</td>
<td>344</td>
<td>None</td>
<td>102.9%</td>
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<td><strong>Year-to-Date Average</strong></td>
<td>329</td>
<td>None</td>
<td>289</td>
<td>None</td>
<td>113.6%</td>
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## June 2018 Disbursements

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<tr>
<th>Paid To</th>
<th>Amount</th>
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<td>Lighting Resources, LLC</td>
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<td>Capital One Commercial</td>
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<td>Munnell &amp; Sherrill, Inc</td>
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<td>Cardmember Service</td>
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<td>Nancy Diamond</td>
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<td>City of Arcata</td>
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<td>Napa Auto Parts</td>
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<td>City of Blue Lake</td>
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<td>City of Eureka</td>
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<td>Northern California Gloves</td>
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<td>City of Ferndale</td>
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<td>City of Rio Dell</td>
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<td>Cora Williams</td>
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<td>CRV Cash</td>
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<td>Crystal Springs Bottled Water</td>
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<td>Cynthia Evans</td>
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<td>Scrapper's Edge</td>
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<td>Eric Keller-Heckman</td>
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<td>SHN Consulting Engineers and G</td>
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<td>Sholes Overhead Door, Inc</td>
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<td>Humboldt Community Services Di</td>
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<td>Steve Morris Logging &amp; Contrac</td>
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<tr>
<td>Humboldt County Dept of Public</td>
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<td>Suddenlink</td>
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<td>Humboldt County DHHS</td>
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<td>Thrifty Supply Company</td>
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<td>Humboldt County Environmental</td>
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<td>Times Standard</td>
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<td>Humboldt Recycling</td>
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<td>Toyota</td>
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<td>I-S Tire, Inc</td>
<td>$1,019.20</td>
<td>UNUM Life Insurance Company of</td>
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<tr>
<td>L &amp; M Renner, Inc</td>
<td>$6,674.71</td>
<td>US Bank Office Equipment Finan</td>
<td>$414.53</td>
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<tr>
<td>Lawrence &amp; Associates</td>
<td>$16,393.49</td>
<td>World Class Environmental Resou</td>
<td>$1,015.00</td>
</tr>
</tbody>
</table>

**Total Employee Expenses** $173,657.26

**Total Disbursements** $970,275.32
Staff Report

DATE: August 27, 2018 For Meeting Of: September 13, 2018

FROM: Eric Keller-Heckman, Director of Operations

SUBJECT: Item 2d) Approve Purchase of One (1) Lift Truck

RECOMMENDED ACTION: Voice Vote
1) Award Bid to Holt of California for the purchase of a Clark S30 6,000-pound Lift Truck.
2) Authorize Executive Director to execute necessary agreements, following review by General Counsel, for the Clark S30 6,000-pound Lift Truck.

DISCUSSION:
At the June 7, 2018 meeting, the Board approved the “Request for Bids for Lift Truck-Recycling Division” and authorized the release of the Request for Bids with a closing date of August 17, 2018 at 2pm. Four proposals were received, bids evaluated, and staff recommends awarding the bid to Holt of California for the purchase of a Clark S60 as the lowest responsible bid.

The equipment proposed to be replaced is a 2004 Hyster model, originally purchased in 2007, that has accumulated over 5,000 hours of service time since its engine replacement in 2009. The chassis, mast components and overall appearance are showing severe service wear and it has served well beyond its expected life.

Four bids were submitted, and all were deemed responsive to the bid request. Staff notes that one proposer submitted four individual bids for different manufacturers equipment.

These included:

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Make/Model</th>
<th>Price w/sales tax included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holt of California</td>
<td>Linde H30D</td>
<td>$ 64,698.55</td>
</tr>
<tr>
<td>Holt of California</td>
<td>Caterpiller DP30N5</td>
<td>$ 54,043.85</td>
</tr>
<tr>
<td>Holt of California</td>
<td>Mitsubishi FD30N5</td>
<td>$ 54,404.05</td>
</tr>
<tr>
<td>Holt of California</td>
<td>Clark S30</td>
<td>$ 46,126.61</td>
</tr>
</tbody>
</table>
The recommended equipment meets the requested criteria that will ensure that Eureka Recycling Staff can continue to meet daily operational goals. This includes the acceptance and storage of several thousand pounds of CRV and recyclable commodities per day, the loading and unloading of commodities and other materials for transport, and other general duty tasks. This Lift Truck is projected to serve in this role for a period of 7 years.

FISCAL IMPACT:

The approved HWMA Capital Improvement Plan outlines $60,000 in related expenditures for this purchase, and the current Capital Improvement Fund possesses the necessary funds to facilitate the purchase with the remainder of the funds not utilized in this purchase being retained in the Capital Improvement Fund for other upcoming projects.

ALTERNATIVES:

1. Alternatively, the Board could direct staff to continue to use the existing equipment; this is not recommended due to the equipment age and need for a reliable forklift due to handling the volume of recyclable materials received at the Eureka Recycling Center.
Staff Report

DATE: August 29, 2018

FOR MEETING OF: September 13, 2018

FROM: Deirdre Hanners, Director of Environmental Health & Safety
Jill K. Duffy, Executive Director

SUBJECT: Item 2e)
Approve Golder Associates Project Addendum Dated August 29, 2018

RECOMMENDED ACTION: Voice vote.
1.) Consider approval of the Project Addendum dated August 29, 2018 in the amount of $63,866 with Golder Associates, Inc. to continue groundwater monitoring and reporting at the Cummings Road Landfill; and
2.) Authorize the Executive Director to Execute the Project Addendum.

DISCUSSION:
Golder Associates has been under contract with HWMA to provide water quality monitoring and reporting for the Cummings Road Landfill since 2005. The attached Project Addendum dated August 29, 2018 identifies the proposed scope of services and activities to be conducted during the fiscal year of July 1, 2018 ending June 30, 2019 and reflects regulatory monitoring changes resulting from the Cummings Road Landfill Waste Discharge Requirement (WDR) approved by the North Coast Regional Water Quality Control Board on May 2, 2013.

Golder Associates submits to the Authority cost estimates detailing the scope of services annually for the upcoming year. The attached addendum was provided as part of the budget formulation process earlier this year and was approved by the Board as part of the budgeting process. This year’s addendum for groundwater monitoring and reporting activities is for the amount of $63,866 and covers regular annual reporting requirements for post-closure maintenance and monitoring of the Cummings Road Landfill.

FISCAL IMPACT
This item has been budgeted for in the approved FY 2018-19 Budget.

ATTACHMENTS:
Attachment No. 1 - Project Addendum – August 29, 2018
PROJECT ADDENDUM
August 29, 2018
Third Quarter 2018 through Second Quarter 2019
WDR/MRP Water Quality Monitoring and Reporting
GOLDER ASSOCIATES INC.

Client / Project Name and Site | Client Reference No. | Golder Project No.
--------------------------------|---------------------|--------------------
Humboldt Waste Management Authority/ Cummings Road Landfill WDR/MRP Monitoring and Reporting | | 1790648

SCOPE OF SERVICES: Extend WDR/MRP R1-2013-0014 water quality monitoring and reporting for third quarter 2018 through second quarter 2019 reporting, including bi-monthly storm water reporting of laboratory analytical results. See attached cost estimate.

CHANGE IN AGREEMENT COST (attach detailed calculation sheets):

Increase in Agreement Cost due to this Addendum:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third quarter 2018 monitoring and annual reporting</td>
<td>$ 33,210</td>
</tr>
<tr>
<td>First semiannual 2019 monitoring and reporting</td>
<td>$ 24,992</td>
</tr>
<tr>
<td>Bi-monthly surface water and storm water reporting</td>
<td>$ 2,898</td>
</tr>
<tr>
<td>Fourth and second quarter groundwater measurements</td>
<td>$ 2,767</td>
</tr>
<tr>
<td><strong>2018 – 2019 Total</strong></td>
<td><strong>$63,866</strong></td>
</tr>
</tbody>
</table>

CHANGE IN AGREEMENT TIME:

New Completion Date due to this Addendum: June 30, 2019

The work covered by this project addendum shall be performed under the same terms and conditions as those included in the original Agreement. All other terms and conditions of said Agreement, as it may have been modified, shall be and remain the same.

The foregoing modification of said Agreement is hereby accepted.

Humboldt Waste Management Authority

GOLDER ASSOCIATES INC.,

By: ________________________________
Authorized Representative

By: ________________________________
Authorized Representative

Associate/Senior Consultant

Date: ________________________________

8/29/18

Printed on Recycled Paper

September 13, 2018
Item 2e)
### GOLDER ASSOCIATES INC.  
**COST ESTIMATE**

**CLIENT:** Humboldt Waste Management Authority  
**DATE:** 8/27/18  
**PROJECT:** 2nd Semi-Annual 2018  
**PROPOSAL NO.:** 1790648  
**Cummings Road Landfill**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT QUANTITY</th>
<th>COST</th>
<th>SUB-TASK TOTAL</th>
<th>TASK TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 - Water Quality Monitoring (does not include surface water monitoring)</td>
<td></td>
<td></td>
<td>$13,961</td>
<td></td>
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<tr>
<td>Task 2 - Report Preparation</td>
<td></td>
<td></td>
<td>$10,914</td>
<td></td>
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<tr>
<td>Task 3 - Laboratory Analysis</td>
<td></td>
<td></td>
<td>$8,335</td>
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<td><strong>TOTAL for the 2nd Semi-Annual Monitoring/Reporting</strong></td>
<td></td>
<td></td>
<td><strong>$33,210</strong></td>
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</table>

**Task 1 - Water Quality Monitoring (does not include surface water monitoring)**

**SCOPE:** Measure water levels and sample all site monitoring points according to existing monitoring plan.  
Assumes five days on site and accessible roads to all wells.

**Professional Services**

- Technician: hour $90 80 $7,200
- Practice Leader: hour $216 4 $864
- Office Service Fee (5%) $403 $8,467

**Chargeable Equipment/Consumable Materials**

- Field Vehicle (4x4): day $85 8 $680
- Per diem: day $120 5 $600
- Mileage: mile $0.50 600 $300
- Bladder Pump for MW-25-W: each $2,000 1 $2,000
- Per Sampling Location Charge: each $30 41 $1,230
- Field sample filters: each $18 38 $684 $5,494

**Task TOTAL** $13,961

**Task 2 - Report Preparation**

**SCOPE:** Review analytical results and issue a semiannual and annual monitoring report.

**Professional Services**

- Admin: hour $73 6 $438
- Drafter: hour $97 4 $388
- Staff Geologist: hour $112 70 $7,840
- Practice Leader: hour $216 8 $1,728
- Office Service Fee (5%) $520 $10,914

**Task TOTAL** $10,914

**Task 3 - Laboratory Analysis**

**SCOPE:** Sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.  
Includes EPA8260 for the trip, field, equipment blanks.

**Wells, Springs, and Leachate**

- EPA 8260, Appendix I: each $70 40 $2,800
- Metals (Ca, Mg, K, Na): each $24 36 $864
- TDS: each $10 36 $360
- Sulfate: each $9 36 $324
- Ammonia: each $27 36 $972
- Bicarbonate and Carbonate: each $16 36 $576
- Chloride: each $9 36 $324
- COD: each $22 6 $132
- VOCs (TO-15): each $170 5 $850
- Methane: each $75 5 $375 $7,577
- Administrative (10%): $758

**Task TOTAL** $8,335

**TOTAL for the 2nd Semi-Annual Monitoring/Reporting** $33,210
GOLDER ASSOCIATES INC.
COST ESTIMATE

CLIENT: Humboldt Waste Management Authority
PROJECT: 1st Semi-Annual Monitoring/Reporting, 2019
Cummings Road Landfill

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<th>COST</th>
<th>SUB-TASK TOTAL</th>
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<td>$24,992</td>
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**SUMMARY:**

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<tr>
<th>Task 1 - Water Quality Monitoring (does not include surface water monitoring)</th>
<th></th>
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<tbody>
<tr>
<td><strong>SCOPE:</strong> Measure water levels and sample all site monitoring points according to existing monitoring plan. Assumes five (5) days on site with accessible roads to all wells.</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Services</strong></td>
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</tr>
<tr>
<td>Technician</td>
<td>hour</td>
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<tr>
<td>Practice Leader</td>
<td>hour</td>
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<tr>
<td><strong>Office Service Fee (5%)</strong></td>
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<tr>
<td><strong>Chargeable Equipment/Consumable Materials</strong></td>
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<tr>
<td>Field Vehicle (4x4)</td>
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<tr>
<td>Per diem</td>
<td>day</td>
</tr>
<tr>
<td>Mileage</td>
<td>mile</td>
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<tr>
<td>Per Sampling Location Charge</td>
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</tr>
<tr>
<td>Field sample filters</td>
<td>each</td>
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<tr>
<td><strong>TASK TOTAL</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Task 2 - Report Preparation</th>
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</thead>
<tbody>
<tr>
<td><strong>SCOPE:</strong> Review analytical results and issue a semiannual monitoring report.</td>
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<tr>
<td><strong>Professional Services</strong></td>
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<td>Admin</td>
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<td>Draft</td>
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<td>Practice Leader</td>
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<td><strong>Office Service Fee (5%)</strong></td>
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<td><strong>TASK TOTAL</strong></td>
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<table>
<thead>
<tr>
<th>Task 3 - Laboratory Analyses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SCOPE:</strong> Sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround. Includes 1 semi-annual sampling event, and EPA8260 for the trip, field, equipment blanks and one full duplicate.</td>
</tr>
<tr>
<td><strong>Wells, Springs, and Leachate</strong></td>
</tr>
<tr>
<td>EPA 8260, Appendix I</td>
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<tr>
<td>Metals (Ca, Mg, K, Na)</td>
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<td>TDS</td>
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<tr>
<td>Sulfate</td>
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<tr>
<td>Ammonia</td>
</tr>
<tr>
<td>Bicarbonate and Carbonate</td>
</tr>
<tr>
<td>Chloride</td>
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<tr>
<td>COD</td>
</tr>
<tr>
<td>VOCs (TO-15)</td>
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<tr>
<td>Methane</td>
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<tr>
<td><strong>Administrative (10%)</strong></td>
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<tr>
<td><strong>TOTAL for the 1st Semi-Annual Monitoring/Reporting</strong></td>
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</tbody>
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## GOLDER ASSOCIATES INC.
### COST ESTIMATE

**CLIENT:** Humboldt Waste Management Authority  
**PROJECT:** Quarterly Water Levels  
**DATE:** 8/27/18  
**PROPOSAL NO.:** 1790648

**Cummings Road Landfill**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>QUANTITY</th>
<th>TOTAL COST</th>
<th>SUB-</th>
<th>TASK TOTAL</th>
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<tr>
<td><strong>SUMMARY:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1 - Quarterly Water Level Monitoring</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,767</td>
</tr>
<tr>
<td>TOTAL for the Quarterly Water Levels</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,767</td>
</tr>
</tbody>
</table>

### Task 1 - Quarterly Water Level Monitoring

**SCOPE:** Measure water levels in all site monitoring wells according to new WDR/MRP. Assumes one day on site with accessible roads to all wells.

**Professional Services**

- **Technician**
  - hour $90  
  - 20 $1,800
- **Practice Leader**
  - hour $216  
  - 1 $216
- **Office Service Fee (5%)**
  - $101  
  - $2,117

**Chargeable Equipment/Consumable Materials**

- **Field Vehicle (4x4)**
  - day $85  
  - 2 $170
- **Per diem**
  - day $120  
  - 1 $120
- **Mileage**
  - mile $0.50  
  - 600 $300  
  - $590
- **Per Sampling Location Charge**
  - each $30  
  - 2 $60

**TASK TOTAL** $2,767

**TOTAL for the Quarterly Water Levels** $2,767
### GOLDER ASSOCIATES INC.  
#### COST ESTIMATE  

CLIENT: Humboldt Waste Management Authority  
PROJECT: MRP Surface Water and Storm Water Bi-Monthly Reporting 2018-2019  
Cummings Road Landfill  

<table>
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<th>QUANTITY</th>
<th>COST</th>
<th>SUB-TASK TOTAL</th>
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<td><strong>SUMMARY:</strong></td>
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<tr>
<td>Task 4 - MRP Surface Water and Storm Water Bi-Monthly Report Preparation - Lab Analyses Portion</td>
<td></td>
<td></td>
<td><strong>$2,898</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Every other month October 2018 through June 2019</td>
<td></td>
<td></td>
<td><strong>$2,898</strong></td>
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**Task 4 - MRP Surface Water and Storm Water Bi-Monthly Report Preparation - Lab Analyses Portion**  
SCOPE: Review analytical results & issue bi-monthly SW report (October 2017 through June 2018).  
(Formerly the CAO monthly report)  

**Professional Services**  
- Staff Geologist: hour $112 3 $336  
- Practice Leader: hour $216 1 $216  
- Office Service Fee (5%): $28  

MONTHLY TASK TOTAL $580  
Every other month October 2018 through June 2019 TOTAL $2,898
Staff Report

DATE: July 18, 2018

FROM: Jill Duffy, Executive Director

SUBJECT: Item 2f)
Approve “Household Hazardous Waste Building Floor Overlay and Containment Repair” Construction Bid Document

RECOMMENDED ACTION: Voice vote.
That the Board of Directors:
1) Approve the “Household Hazardous Waste Building Floor Overlay and Containment Repair” Project; and
2) Approve the Construction Bid Document, including technical specifications, drawings and contract for the Project; and
3) Designate David Brown, Civil Engineer with Lawrence and Associates as the Project Engineer; and
4) Direct Staff to advertise project with bids to be open Friday, October 12, 2018 at 11:00 a.m.

DISCUSSION:
The proposed Household Hazardous Waste Building Floor Overlay and Containment Repair Project consists of the installation of a cementitious floor overlay on the existing asphaltic paving, replacing and installing new impervious berms, and waterproofing two existing sumps within the household hazardous waste (HHW) building at the Hawthorne Street Transfer Station. The project will also include mobilization, surface preparation, demolition (as needed), curing time, and related clean up.

Staff recommends the Board approve the Construction Bid Document, including technical specifications, and advertise the project with the bids to be opened on Friday October 12, 2018 no earlier than 11:00 a.m. The Board is expected to award the project to the responsive bidder at their regular meeting on November, with project completion within 90 days of contract execution.

BACKGROUND
The Board authorized the Executive Director by approval of Resolution 2013-06 “Resolution of the HWMA Authorizing the Authority to Enter Into Regional Grant Agreements with CalRecycle for the Household Hazardous Waste Grants for Fiscal Years 2013-2017” to apply and execute CalRecycle grants for a period of five (5) years covering 2013-2017. This includes, but is not limited to applications, agreements and amendments necessary to secure grant funds to implement the approved grant project.
In March of 2017, HWMA applied for an HD-29 Grant from CalRecycle for 1) for reconstruction and resurfacing of the current floor at HWMA’s fixed HHW facility; and 2) continuing existing public education and outreach strategies for HHW and universal waste collection activities and events; and 3) nominal funding for administrative costs. On November 3, 2017, CalRecycle awarded HWMA a grant in the amount of $66,958 for project(s) implementation, with $44,250 allocated to the floor rehab project.

The HHW Building was installed in early 2008 and includes an asphalt main area for sorting and separating receiving materials, and individual concrete storage areas within the building for drum storage awaiting disposal or offsite reuse. The northwest portion of the concrete areas includes two floor sump locations, intended to provide containment for potential spills or leaks.

The Permit by Rule for Permanent Household Hazardous Waste Collection Facilities and Title 22 CCR sections 67450.25(a)(4)(A) and 66264.175(b)(1) require the base underlying a receiving area be free of cracks and gaps and impervious to waste. The existing asphalt surface is roughened with areas of pitting and wear but does not show signs of cracks. The concrete surfaces show less wear and similarly no visible cracking. Both sump locations have been observed with minor cracks and seepage during high groundwater and required waterproofing or similar repair to function as intended.

The facility is subject to 40 CFR Part 112 which requires spill prevention control and countermeasures (SPCC), including containment and secondary containment for petroleum related products. Drums are the primary containment at the HHW building. The main central part of the HHW building, including the asphalt area, does not currently provide secondary containment. The asphalt area, due to the uneven surface, increases the potential for the carts and equipment to result in a spill during normal operations. As such, a component of the floor upgrade project is to add perimeter berms at the existing overhead and man-doors to allow the floor of the building to act as secondary containment. To minimize potential issues with normal operation, the asphalt area is also shown for a cementitious overlay. The specified overlay is a high-strength and chemical resistant product to provide an even surface, minimize wear, and minimize chemical abrasion to the surface.

The Authority secured the services of David Brown, P.E. with Lawrence & Associates to prepare the Construction Bid Document, which was reviewed by General Counsel and the Executive Director.

ENVIRONMENTAL REVIEW

CEQA & Permits

The proposed project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines Section 15301, Existing Facilities Class 1 which exempts the operation, repair, replacement, maintenance and permitting of existing facilities involving negligible or no expansion of use.

PRELIMINARY PROJECT BUDGET ESTIMATE

Preliminary engineering estimates the project cost to be approximately $40,750.
FISCAL IMPACT:
The Board approved this project with the adoption of the FY 2018-19 Budget using grant funds awarded by CalRecycle. Engineering costs and contingency funds, equal to approximately 25% of the total estimated $40,750 for construction were built into the grant budget as approved by CalRecycle, and certain incidental expenses for staff time and other Authority expenses may be covered, at least in part, by the total grant funding provided.

Staff anticipates little to no impact on Authority general funds for the completion of this project.

ATTACHMENT:
Attachment 1: Draft Construction Bid Document “HHW Building Floor Overlay and Containment Repair”.

September 13, 2018
Printed on Recycled Paper
# Engineer's Estimate

**HHW Flooring Repair**

Humboldt Waste Management Authority - Hawthorne Street Facility

<table>
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<tr>
<th>Item</th>
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**Total Estimate $40,748.86**
HUMBOLDT WASTE MANAGEMENT AUTHORITY

Notice to Bidders

FOR

HHW BUILDING FLOOR OVERLAY AND CONTAINMENT REPAIR

Humboldt Waste Management Authority
1059 West Hawthorne St.
Eureka, CA 95501

Bids Open: Friday, October 12, 2018
11:00 a.m.
Pacific Standard Time
At HWMA Office
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Humboldt Waste Management Authority  
NOTICE TO BIDDERS  
FOR  
HHW Building Floor Overlay and Containment Repair

NOTICE IS HEREBY GIVEN that sealed standard Proposals for the HHW Building Floor Overlay and Containment Repair will be received at the Humboldt Waste Management Authority (HWMA) Office at 1059 West Hawthorne St., Eureka, CA 95501 from bidders, until 11:00 a.m. on Friday, October 12, 2018, 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 HHW Building Floor Overlay and Containment Repair.” Bids are required for the entire work described herein. No electronic or fax bids will be accepted.

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

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

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

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

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

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

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

Dated: September 18, 2018

Jill K. Duffy  
Executive Director  
Humboldt Waste Management Authority

Dated: September 18, 2018

Jill K. Duffy  
Executive Director  
Humboldt Waste Management Authority

September 13, 2018  
Printed on Recycled Paper
INSTRUCTIONS TO BIDDERS

HWMA HHW Building Floor Overlay and Containment Repair shall be performed in accordance with the Plans and Special Provisions included herein.

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

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

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

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

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

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

The work shall commence following receipt of notice that the contract has been executed by the HWMA at a mutually agreed to time and all substantial work must be completed by December 31, 2018. Time of completion and the amount of liquidated damages are described in Article 1 of the Contract.

Examination of Site, Drawings, Etc.

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

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

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

It is the responsibility of all prospective bidders to contact the Owner 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 Owner to be added to the Bidders List.

Attn: Jill Duffy  
Humboldt Waste Management Authority  
Phone: 707 268-8680  
Fax: 707 268-8927  
Email: jduffy@HWMA.net

All questions shall be submitted in writing to the Owner either by email of fax no later than **4:00 PM Wednesday, October 3, 2018**.

**Site Visit**

To schedule a site visit, bidders shall contact Deirdre Hanners, 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 Wednesday, October 3, 2018**. The facility is located at 1059 West Hawthorne Street, Eureka, California.

**Evaluation of Bids**

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

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL PROVISIONS

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

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

n. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying the Special Provisions is made unless stated otherwise.
o. Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Project Engineer is intended unless stated otherwise.
p. As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is discretionary.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Proposal forms and the site of the work contemplated therefore. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.
1-03. Proposal. Bids shall be made on the blank Bid Schedule form included in the Proposal Forms portion of this invitation. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. Proposal forms may not be altered (except as needed to fill them out), must be complete, and all proposal forms must be returned.

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

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

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

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

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

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

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

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

(b) The portion of the work that will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.
(c) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor’s license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor’s license number corresponds to the submitted name and location for that subcontractor.

(d) Subject to subitem (c) above, any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor’s name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

1-10. General Conditions to Include Provisions of California Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the California Standard Specifications, are hereby incorporated into these General Conditions except as specifically modified or excluded by the Special Provisions.
SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

2-03. Execution of Contract. The Contract shall be executed in duplicate by the successful bidder and returned, together with the bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the Contract. After execution by the HWMA, one original shall be filed with the HWMA and one original shall be returned to the Contractor. If the bidder fails or refuses to enter into the Contract within the required time, then the bid guaranty accompanying the bid shall be forfeited to the HWMA.
SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

Nothing contained in the Contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the HWMA and no action may be brought by any subcontractor against the HWMA based on this Contract.
3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications of the Special Provisions and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform thereto as part of the work, so far as may be consistent with the Contract Documents. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Project Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these General Provisions. Contractor’s attention is directed to Section 12-04 of the Special Provisions and Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of HWMA Officials. Neither HWMA, nor its officials, officers, employees, agents or contractors, including but not limited to the Project Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under the Contract.
SECTION 4. BONDS

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

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

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

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of the Contract Documents and they waive the right of special notification of any change or modification of the Contract or of extension of time, or decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the HWMA or its authorized agents, under the terms of the Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under the Contract.
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

5-03. Deductibles and Self-insured Retentions

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


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:

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<th>Rating</th>
<th>A++ VII</th>
<th>A+ VII</th>
<th>A VII</th>
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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 insureds 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, however, the Contractor may provide one at his or her own discretion. No additional payment will be made for an office.

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

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

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

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

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

In any and all claims against the HWMA or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the Indemnified Party which may be negligent or omissions which may cause negligence.
The HWMA shall have the right to estimate the amount of such damage and to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the HWMA, shall be retained by the HWMA until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the HWMA.

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

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

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

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

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

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

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

6-08. Regulations and Permits. The Contractor shall secure and pay for permits unless otherwise stated in the Technical Specifications, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Project Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.
6-09. **Construction Utilities.** The Contractor shall be responsible for providing for and in behalf of his or her work, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) If the HWMA fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of the Contract Document, any sum certified by the Project Engineer or awarded by the HWMA. All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the HWMA and the Project Engineer, then such right shall lapse until another occasion arises according to this section.

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

6-21. Wage Rates.

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

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

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, HWMA has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage
rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

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

5. Apprentices.

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

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

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

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

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

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

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

Pursuant to the provisions of Section 4-03 of the Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the total Contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.
SECTION 7. RESPONSIBILITIES AND RIGHTS OF HWMA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-10. Right of HWMA to Terminate Contract. If the Contractor is adjudged bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor’s creditors, or if a receiver is appointed on account of the Contractor’s insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if the Contractor fails to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Project Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the HWMA, upon the certificate of the Project Engineer that sufficient cause exists to justify such action,
may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the work of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the HWMA may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the remainder of the Contractor’s unpaid balance will be paid. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the HWMA. The expense incurred by the HWMA as herein provided and the damage incurred through the Contractor’s default, shall be certified by the Project Engineer.

7-11. **Use of Completed Portions.** The HWMA shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Project Engineer may determine.
SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by a certified testing laboratory. Samples shall be secured and tested whenever necessary to determine the quality of the material.
SECTION 9. PROSECUTION OF WORK

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

9-02. Time of Completion. The Contractor shall promptly begin the work and shall complete and make ready for full use all work within the time set forth in the Contract. Due to the frequent use of the HHW building, it is desired that the construction occur over a 3-day period, or less, to minimize ongoing disruption of facility operations due to construction. The construction window and start time shall be coordinated with the Owner at least 3 weeks in advance. If additional time is anticipated, this should be indicated in the Bid Proposal and coordinated between HWMA and the selected bidder.

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

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

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

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

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Project Engineer within 3 business days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Project Engineer within 45 days of the occurrence unless the Project
Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Project Engineer and incorporated into a written change order.

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

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

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

**9-09. Hours of Labor.** Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this Contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.
SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

   (g) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
(h) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

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

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

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

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

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

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

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

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

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

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

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

10-06. Delay Payments. If any payment due the Contractor or any estimate is delayed, through fault of the HWMA beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the HWMA shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.
The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the HWMA. If interest shall become due on any delayed payment, the amount thereof, as determined by the HWMA, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this Contract, the HWMA is authorized to reserve or retain.

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

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

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

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

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

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

10-09. Compensation to the HWMA for Extension of Time. In case the work called for under this Contract is not completed within the time limit stipulated herein, the HWMA shall have the right as provided hereinafore, 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 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 hereunder, 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 sold and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

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

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>General Information</td>
</tr>
<tr>
<td>13</td>
<td>Exclusions from General Conditions</td>
</tr>
<tr>
<td>14</td>
<td>Amendments to General Conditions</td>
</tr>
<tr>
<td>15</td>
<td>Construction Details</td>
</tr>
</tbody>
</table>

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

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

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

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

Department of Transportation – Humboldt Waste Management Authority.

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

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

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

State - The Humboldt Waste Management Authority.

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

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

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

12-05. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.
12-06. Existing Utilities. It is the responsibility of the Contractor to contact Underground Services Alert and mark the locations of existing utilities. The accuracy of completeness of existing underground utilities (both public and privately owned) on the Drawings is not guaranteed, however, unless otherwise indicated on the Project Plans or in these Special Provisions, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that if the Contractor in the performance of the work disturbs, disconnects or damages any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

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

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

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

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

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

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

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

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

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

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


A. Variance of final quantities from bid quantities: Because of the nature of the work, final quantities may vary significantly from the estimated quantities on the proposal form. It is assumed that because of the nature of the work, overhead will be distributed proportionally across the unit prices quoted by the
Contractor. Therefore, Section 9-1.06c of the California Standard Specifications that allows calculation of change in overhead final quantity by more than 25% from the estimated bid quantities is deleted from the Standard Specifications. It is assumed that all overhead is contained within the unit prices and the overhead will change in proportion to the amount of work provided.
SECTION 13. EXCLUSIONS FROM GENERAL CONDITIONS

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

No exclusions.
SECTION 14. AMENDMENTS TO GENERAL CONDITIONS

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

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

Section 10-2 is amended as follows: The work is anticipated to be completed within one month cycle and the Contractor shall submit his or her final invoice upon successfully completing the work. If only one invoice is submitted, the 5% retention requirement will be waived.
SECTION 15. CONSTRUCTION DETAILS


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

15-02. Drawings

The Drawings or Figures for the project shall be considered part of these documents.
SECTION 16. CONTRACT

Humboldt Waste Management Authority

CONTRACT

FOR

HHW Building Floor Overlay and Containment Repair

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

_____________________________________________________________________________________________, a

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

WITNESSETH:

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

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

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

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

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

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

Article II. Contract Prices.

That the HWMA shall pay the Contractor the prices stated in the Proposal submitted by the Contractor, for complete performance of the work by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to
execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Documents, the instructions and the requirements of the HWMA.

Article III. Labor Discrimination.

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

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

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

(a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.

(b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.

(c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, HWMA or any other appropriate HWMA of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

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

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

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

(f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the HWMA or the State of California from pursuing any other remedies that may be available at law.

(g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

1. The Contractor shall provide evidence, as required by the HWMA that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

2. The Contractor shall provide evidence, as required by the HWMA, that he or she has notified all sources of employees referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

3. The Contractor shall file a basic compliance report, as required by the HWMA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

4. Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
   a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
   b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.

5. The Contractor shall notify the HWMA of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

(h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

(i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.
Article IV. Contract Documents.

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

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

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

Attest: ______________________________________________________________
        Board Clerk, Humboldt Waste Management Agency

By: ______________________________________________________________
    CONTRACTOR

Attest: ______________________________________________________________

Title: ______________________________________________________________

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

____________________________________________________________________________________________

Approved as to Form: Counsel for Humboldt Waste Management Authority

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September 13, 2018
Printed on Recycled Paper
Humboldt Waste Management Authority  
For  
HHW Building Floor Overlay and Containment Repair  

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  
derunder 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  
ereto, this ________ day of _______________, 20_____.

In the presence of:

WITNESS:

__________________________________________   ___________________________________(SEAL)

(Individual Principal)

__________________________________________

(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
HHW Building Floor Overlay and Containment Repair

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:

____________________________________  ___________________________________(SEAL)
(Individual Principal)

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

WITNESS:

____________________________________  ___________________________________(SEAL)
(Corporate Principal)

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

ATTEST:

____________________________________  ___________________________________ Affix
(Corporate Principal)   Corporate

Affix Corporate Seal

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

ATTEST:

____________________________________  ___________________________________ Affix
(Corporate Surety)   Corporate

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  
HHW Building Floor Overlay and Containment Repair  

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)

Principal

________________________________________ (Seal)
BY: ____________________________________________ (Seal)

Surety

September 13, 2018
Printed on Recycled Paper
PROPOSAL FORMS

Print, Fill-Out, and Submit These Forms
HUMBOLDT WASTE MANAGEMENT AUTHORITY
PROPOSAL
FOR
HHW Building Floor Overlay and Containment Repair

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
HHW BUILDING FLOOR OVERLAY AND CONTAINMENT REPAIR

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description¹,²</th>
<th>Quan.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASE-ITEMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Site Preparation (see Dwg C2.0 notes 1 and 2).</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Flooring Overlay (includes primer and floor overlay – Dwg C2.0, notes 3 and 5).</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Berm Installation (Dwg C2.0 note 4)</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
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<tr>
<td>5</td>
<td>Waterproofing 2 Sumps (Dwg C2.0 note 6)</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>All Other³</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Notes:
¹ Dwg refers to the Drawings attached and included in these bid documents.
² Each bid item shall include all the equipment, labor, materials, forming, and installation necessary to fully furnish or complete each item.
³ 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 item, 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 1-6):

______________________________________________________________________________

TOTAL IN WORDS:

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

Witness our hands this day of ___________________, 2018.

Licensed in accordance with an act providing for the registration of Contractor's License No. __________, expiration date ____________.

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

Signature of bidder or bidders, with business addresses:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

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

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum 1: ______________________________
Addendum 2: ______________________________
Addendum 3: ______________________________
FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: ______________________________________________________________

________________________________________________________________

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

HHW Building Floor Overlay and Containment Repair

________________________________________________________________

(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.

<table>
<thead>
<tr>
<th>Scope</th>
<th>Subcontractor Name</th>
<th>Address</th>
<th>CSLB #</th>
<th>DIR #</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
STATEMENT OF EXPERIENCE OF BIDDER

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

1) General Information

Submitter Name: ________________________________

Federal Tax ID No. ________________________________

Company Name: ________________________________

Company Owner Name: ________________________________

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

___________________________________________________________

Partnership: list name and address of each partner

___________________________________________________________

___________________________________________________________

Company Mailing Address: ________________________________

___________________________________________________________

Telephone Number(s): ________________________________

Fax Number: ________________________________

E-Mail Address: ________________________________
SIGNATURE(S) OF BIDDER

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

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

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

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

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

License No. ______________________________.

Signature(s) of Bidder: ______________________________________________
____________________________________________
____________________________________________

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

Business address: ___________________________________________________
_________________________________________________________________

Place of residence: ___________________________________________________
_________________________________________________________________

Dated    __________________

Item 2f)
Humboldt Waste Management Authority
HHW Building Floor Overlay and Containment Repair

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, ______________________________________________________________
__________________________________________________________________________________________, as PRINCIPAL and
__________________________________________________________________________________________, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

that whereas the Principal has submitted the above mentioned bid to the Humboldt Waste Management Authority, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the HWMA Office, 1059 West Hawthorne Street, Eureka, California, on OPENING DATE for HHW Building Floor Overlay and Containment Repair.

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)
Principal

__________________________________________________(Seal)
Surety

Address: __________________________________________________________
Humboldt Waste Management Authority
HHW Building Floor Overlay and Containment Repair

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
OVERVIEW

DESCRIPTION
CIM EMT Primer is a two component solvent free epoxy coating formulated as a primer for porous surfaces such as concrete.

ADVANTAGES
• Moisture tolerant. Improves adhesion to surfaces where a dry condition cannot be achieved.
• Penetrates concrete surfaces in order to help limit outgassing.
• Solvent free formula is ideal for use in environments sensitive to solvent odors.
• Can be used as an alternate to CIM 61TN Epoxy Primer.
• VOC Compliant.

SURFACE PREPARATION

GENERAL: Substrates must be clean and surface dry with no oils, grease or loose debris. Perform adhesion tests to confirm adequacy of surface preparation. See C.I.M. Industries’ specific substrate Instruction Guide for more information.

CONCRETE: ICRI-CSP 4-6 surface profile exposing aggregate. Concrete must exhibit minimum 3,000 psi compressive strength and be free of release agents and curing compounds. The substrate must be clean, surface dry and free of contaminants.

STEEL: Minimum 3 mil profile.
Immersion service – SSPC-SP10 / NACE No. 2 Near White Blast.
Non-Immersion service – SSPC-SP6 / NACE No. 3 Commercial Blast.

OTHER METALS: SSPC-SP1 solvent clean and abrade substrate to roughen and degloss the surface.

WOOD: Substrate must be clean, surface dry and free of surface contamination.

COLOR
CIM EMT Resin is off white.
CIM EMT Hardener is semi-transparent brown.
Mixed and cured: clear appearance on concrete.

MIXING RATIO
2 Parts Resin: 1 Part Hardener by Volume

SOLIDS BY VOLUME
97% mixed (1556 mil x sq ft/gal)

DENSITY
CIM EMT Resin approximately 12.5 lbs/gal
CIM EMT Hardener approximately 8.4 lbs/gal

PERMEABILITY
ASTM E 96 Procedure B 0.29 perms
Reduction in Permeability on concrete >99%

VOC
36 g/l (0.3 lb/gal)
CIM EMT Primer
EPOXY PRIMER

GENERAL APPLICATION INFORMATION

FOR PROFESSIONAL USE ONLY.

PRECAUTIONS  Mixing equipment must be DRY. Standing water and excess moisture must be removed from the surface before the material is applied. Do not apply in wet weather, when rain is imminent or when the surface may become wet before the coating is dry. Strictly observe mixing, induction times and substrate temperature requirements.

TEMPERATURE  Throughout the curing period, the surface should be minimum 50°F (10°C) AND minimum 5°F (3°C) above the dew point. Contact C.I.M. Industries for lower temperature application.

EQUIPMENT  Squeegee, Brush, or Roller (3/8" or 1/2" synthetic nap).

POT LIFE  About 45 minutes at 77°F (25°C).

MIXING  DO NOT HAND MIX. Use a power mixer. Consistency should be uniform and smooth with no settled pigments remaining at the bottom. Pour hardener into the pail containing the resin and thoroughly mix for three minutes. When temperatures are below 50°F, allow a 15 minute induction time of the mixed primer before application.

The two components must be combined in proper ratios for this product to cure properly. Failure to adequately mix, to achieve a uniform dispersion, or failure to blend to the proper volume proportion will result in a failure of the coating to perform adequately.

DO NOT THIN. Allow cold material to warm to room temperature before applying. If needed warm each component before mixing to lower viscosity. Do not heat containers above 120°F.

CONTACT C.I.M. INDUSTRIES FOR SPECIFIC RECOMMENDATIONS AND INSTRUCTION GUIDES.

www.cimindustries.com

©CIM 12/14

September 13, 2018
Printed on Recycled Paper
APPLICATION

PRIMER: Apply CIM EMT Primer at a coverage rate of 15 to 20 wet mils per coat. On damp surfaces the minimum coating thickness should not be less than 15 mils in any location. When coating porous substrates apply primer when the substrate is in a temperature declining mode and not in direct sunlight. A uniform coating free of holidays or pinholes is necessary to minimize outgassing effects during the application of the CIM coating to porous surfaces such as concrete. Surfaces may require additional coats to achieve a pinhole free application.

RECOMMENDED COVERAGE: 100 sq. ft./gal. (about 16 wet mils theoretical). Irregular surfaces, waste, spillage, and application technique effect actual coverage.

CIM COATING: Allow CIM EMT Primer to cure at least 4 hours at 70°F (21°C). Failure to allow sufficient time may result in poor adhesion between CIM and primer. The cured epoxy primer should appear clear and glossy. If a Milky, hazy, or oily film is present on the epoxy primer do not apply subsequent coats and contact C.I.M. Industries for repair recommendations. These conditions can occur if the epoxy is exposed to moisture soon after application. Prior to CIM coating application, check for the presence of amine blush by testing the pH of the cured epoxy surface. The pH should be 7-8. If the pH is higher than 8, solvent wipe with methyl ethyl ketone until the pH is within the recommended range. Application of CIM coating to epoxy primer with a high pH will result in poor adhesion.

When applied to porous surfaces, CIM EMT Primer will greatly reduce the effects of outgassing, but it may not completely prevent the occurrence. CIM coatings and primer should be applied following C.I.M.’s published written instructions including application of the coating when substrate temperature is declining.

RECOATING: Minimum/Maximum recoat is 4hrs/48hrs @ 70°F. Allow at least 4 hours between coats or applying a CIM coating or lining. If more than 48 hours have passed since the application of CIM EMT Primer, the CIM EMT Primer is otherwise contaminated use one of the following procedures:
1. Test surface for pH and check for contaminates. Solvent wipe with methyl ethyl ketone to clean surface and reapply CIM EMT Primer if within 30 days.
2. Test surface for pH and check for contaminates. Solvent wipe with methyl ethyl ketone to clean surface. Abrade the existing CIM EMT Primer. Apply CIM VOC Compliant Bonding Agent and apply CIM coating or lining. If the CIM EMT Primer is damaged during abrading. An additional application of Primer may be necessary to insure a monolithic primer application.

CLEAN UP: Clean all equipment immediately after use with xylene or MEK.

CONTACT C.I.M. INDUSTRIES FOR SPECIFIC RECOMMENDATIONS AND INSTRUCTION GUIDES.
www.cimindustries.com
SAFETY INFORMATION
This product contains ingredients which are considered to be hazardous. Adequate health and safety precautions should be observed during storage, handling, application and clean-up. Refer to C.I.M. Industries’ Material Safety Data Sheets for further details regarding the safe use of this product.

PACKAGING
CIM EMT Epoxy Primer is packaged in 3 gallon units consisting of 2 gallons of CIM EMT Resin and 1 gallon of CIM EMT Hardener. Proper volumes of each must be mixed thoroughly prior to application.

<table>
<thead>
<tr>
<th>SHIPPING</th>
<th>CIM EMT Resin</th>
<th>CIM EMT Hardener</th>
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<tbody>
<tr>
<td>Weights</td>
<td></td>
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</tr>
<tr>
<td>3.0 gallon units</td>
<td>29 lbs/pail (2 gal)</td>
<td>36 lbs/box (4-1 gal cans)</td>
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</tbody>
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<thead>
<tr>
<th>Properties</th>
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<tbody>
<tr>
<td>Flash Point</td>
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<tr>
<td>Shipping Name</td>
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<tr>
<td>DOT Class</td>
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<tr>
<th>STORAGE</th>
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<td>Temperature</td>
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<td>Shelf Life</td>
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<tbody>
<tr>
<td>Temperature</td>
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</table>

THE INFORMATION PRESENTED IN THIS PUBLICATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

CONTACT C.I.M. INDUSTRIES FOR CURRENT INFORMATION.

FOR PROFESSIONAL USE ONLY.

www.cimindustries.com

September 13, 2018
Printed on Recycled Paper
EUCOFLOOR EPOXY PRIMER
Epoxy Bonding Agent for EucoFloor Concrete Toppings

DESCRIPTION

EucoFloor Epoxy Primer is a 100% reactive, dual-component, moisture insensitive epoxy bonding agent for EucoFloor concrete floor toppings.

PRIMARY APPLICATIONS

Bonding agent for EucoFloor floor toppings

FEATURES/BENEFITS

- Excellent adhesive for bonding EucoFloor toppings to properly prepared concrete substrates
- Moisture insensitive for bonding to dry or damp surfaces

TECHNICAL INFORMATION

| TENSILE BOND STRENGTH (ASTM D 1144) | 325 - 425 psi (2.2 - 2.9 MPa) |

COVERAGE

50 to 100 ft²/gal (1.2 to 2.4 m²/L) for use with EucoFloor products. Actual coverage rate will vary depending upon base concrete surface profile.

PACKAGING

EucoFloor Epoxy Primer is packaged in 3 gallon (11.3 L) units.

SHELF LIFE

2 years in original, unopened package

DIRECTIONS FOR USE

Surface Preparation: The surface must be structurally sound, clean and free of grease, oil, curing compounds, soil, dust and other contaminants. New concrete and masonry must be at least 28 days old. Surface laitance must be removed. Concrete surfaces must be roughened and made absorptive, preferably by mechanical means, and then thoroughly cleaned of all dust and debris. If the surface was prepared by chemical means (acid etching), a water/baking soda or water/ammonia mixture, followed by a clean water rinse, must be used for cleaning, in order to neutralize the substrate. Follow the surface preparation instructions for the EucoFloor topping product you are using to obtain the proper Concrete Surface Profile (CSP), in accordance with Guideline 310.2R-2013, published by the International Concrete Repair Institute (ICRI). Allow substrate to dry before coating application. Following surface preparation, the strength of the surface can be tested if quantitative results are required by project specifications. An elcometer or similar tensile pull tester may be used in accordance with ASTM D 4541, and the tensile pull-off strength should be at least 250 psi (1.7 MPa).

Mixing: Mix EUCOFLOOR EPOXY PRIMER using a low-speed drill and a mixing paddle. Pre-mix Part A and Part B separately for approximately 1 minute each. Combine all of Part A with all of Part B, then mix thoroughly for 3 to 5 minutes. Scrape the bottom and sides of the containers at least once during mixing. Do not scrape bottom or sides of the container once mixing operations have ceased; doing so may result in unmixed resin or hardener being applied to the substrate. Unmixed resin or hardener will not cure properly. Do not aerate the material during mixing. To keep aeration to a minimum, the recommended mixing paddles are #P1 or #P2 as found in ICRI Guideline 320.5R-2014.

Application: EUCOFLOOR EPOXY PRIMER can be applied using a short nap roller, magic trowel/squeegee, or brush. Follow further application instructions found on the data sheet for the EucoFloor topping product being used on the project.
Clean-Up

Clean tools and application equipment immediately with acetone, xylene, or MEK. Clean spills or drips with the same solvents while still wet. Hardened EUCOFLOOR EPOXY PRIMER will require mechanical abrasion for removal.

Precautions/Limitations

- Store EUCOFLOOR EPOXY PRIMER indoors, protected from moisture, at temperatures between 45°F and 110°F (7°C and 43°C)
- Surface and ambient temperature during coating applications should be between 50°F and 90°F (10°C and 32°C)
- Material temperatures should be at least 50°F (10°C) and rising
- Do not apply EUCOFLOOR EPOXY PRIMER if surface temperature is within 5°F (3°C) of the dew point in the work area
- Working time and cure time will decrease as the temperature increases, and will increase as the temperature decreases
- Do not thin EUCOFLOOR EPOXY PRIMER
- Do not apply EUCOFLOOR EPOXY PRIMER to slabs on grade unless an uninterrupted vapor barrier has been installed under the slab
- Do not apply EUCOFLOOR EPOXY PRIMER if the substrate is subject to excessive moisture vapor drive or hydrostatic pressure
- Depending on the condition of the substrate, minor surface defects can appear in the coating when applied. Proper surface prep, patching of substrate imperfections, and priming will ensure a better overall finish.
- Application of a test area is recommended to confirm final appearance and texture of the system with the end user
- EU COFLOOR EPOXY PRIMER is not to be used as a finished/aesthetic coating
- EU COFLOOR EPOXY PRIMER may have a yellow cast to the film if applied at higher film builds
- Concrete surfaces may darken and give a “wet look” effect after application
- In all cases, consult the product Safety Data Sheet before use
CONCRETE-TOP SUPREME
SINGLE-COMPONENT, CEMENTITIOUS TOPPING & REPAIR MORTAR

DESCRIPTION

CONCRETE-TOP SUPREME is a latex and microsilica modified cementitious mortar designed for use as a concrete repair mortar at thicknesses of 3/8” to 2” (10mm to 50mm). This product is a single-component formula which incorporates a powder latex technology. It provides protection from corrosion and excellent durability under freeze-thaw cycling as well as reducing ingress by water and de-icing salts.

PRIMARY APPLICATIONS

- Parking decks
- Warehouse floors
- Shoulder repairs
- Pavements
- Light industrial floors
- Walkways
- Ramps

FEATURES/BENEFITS

- Provides a strong, wear resistant overlay
- Contains an integral corrosion inhibitor
- Excellent bond to properly prepared sound concrete
- Can contribute to LEED points
- Suitable for both interior and exterior use
- Formulated for easy placement
- Compatible with galvanic anodes

TECHNICAL INFORMATION

Typical Engineering Data Obtained Under Laboratory Conditions 23°C (73°F) 50% RH

<table>
<thead>
<tr>
<th>Compressive Strength</th>
<th>Chloride Permeability ASTM C 1202</th>
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<tbody>
<tr>
<td>Age</td>
<td>28 days .................................</td>
</tr>
<tr>
<td>1 day</td>
<td>27.6 MPa (4,000 psi)</td>
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<tr>
<td>7 days</td>
<td>48.3 MPa (7,000 psi)</td>
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<tr>
<td>28 days</td>
<td>67.6 MPa (9,800 psi)</td>
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<tr>
<td>56 days</td>
<td>69.0 MPa (10,000 psi)</td>
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</table>

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<tr>
<th>Flexural Strength</th>
<th>Freeze/Thaw Resistance ASTM C 666 Procedure A 300 Cycles ........ 100% relative dynamic modulus</th>
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</thead>
<tbody>
<tr>
<td>Age</td>
<td>Working Time .................................. approx. 30 min</td>
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<tr>
<td>7 days</td>
<td>Initial Set .................................. approx. 1 hour</td>
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<tr>
<td>28 days</td>
<td>Final Set ..................................... approx. 3 hours</td>
</tr>
<tr>
<td>8.3 MPa (1,200 psi)</td>
<td>Unit Weight ................................... approx. 140 lb/ft’ (2243 kg/m’)</td>
</tr>
<tr>
<td>8.6 MPa (1,250 psi)</td>
<td>Volumetric Resistivity ........................... 10,000 ohms/cm</td>
</tr>
</tbody>
</table>

Linear Shrinkage ASTM C 157 50% RH @ 23°C (73°F)

<table>
<thead>
<tr>
<th>Age</th>
<th>Linear Shrinkage</th>
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<tbody>
<tr>
<td>14 days</td>
<td>.................................................................-0.06%</td>
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<tr>
<td>56 days</td>
<td>.................................................................-0.08%</td>
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</tbody>
</table>

CONCRETE-TOP SUPREME is a free-flowing powder as packaged. After mixing and placing, the color may initially appear darker than the surrounding concrete. The color will lighten up substantially as it cures.

PACKAGING/YIELD

CONCRETE-TOP SUPREME is packaged in 50 lb (22.7 kg) moisture resistant bags. Yield: is 0.40 ft³/bag (0.011 m³) when mixed with 2.5 qt (2.4 L) of water. Typical water requirement is 2.0 to 3.0 qt (1.9 to 2.8 L)/bag. A unit of material may be extended with 15 lb (6.8 kg) of 3/8” (9.5 mm) pea gravel. This will yield 0.47 ft³ (0.013 m³) and may be used for overlay placements that exceed 2” (50 mm) in depth.

SHELF LIFE

2 years in original, unopened package

The Euclid Chemical Company
19218 Redwood Rd. • Cleveland, OH 44110
Phone: [216] 531-9222 • Toll-free: [800] 321-7628 • Fax: [216] 531-9596
www.euclidchemical.com

September 13, 2018
Printed on Recycled Paper
**Directions for Use**

**Surface Preparation:** Concrete surfaces must be structurally sound, free of loose or deteriorated concrete and free of dust, dirt, paint, efflorescence, oil and all other contaminants. Mechanically abrade the surface to achieve a surface profile equal to CSP 5-7 in accordance with ICRI Guideline 310.2. Properly clean profiled area.

** Priming:** Clean and prime exposed steel with DURALPREP AC. Concrete should be primed with a spray or brush coat of DURALPREP AC. You must allow the DURALPREP AC to thoroughly dry prior to applying the repair material. Alternately, a Saturated Surface Dry (SSD) concrete surface can be primed with a scrub coat of CONCRETE TOP SUPREME. The repair or topping must be made before the scrub coat dries out.

**Mixing:** A single bag of CONCRETE-TOP SUPREME may be mixed with a drill and “jiffy” mixer. Use a paddle type mortar mixer for large jobs. All material should be in the proper temperature range of 45°F (7°C) to 90°F (32°C). Add the appropriate amount of water, 2 to 3 qt (1.9 to 2.8 L)/bag, then slowly add the dry product. Mix for 3 to 5 minutes.

**Placement:** For patching, spread with a trowel, come-a-long, or square tipped shovel to a thickness that matches the surrounding concrete. When used as an overlay, use screed strips along with vibratory screeding to level.

**Finishing:** Finish the repair material to the desired texture. This product is designed for finishing with a float or broom texture. A steel trowel finish may be applied but timing of the final trowel is critical. For a hard, flat troweled surface, delay finishing until the product is near final set to reduce the risk of blistering during troweling. Do not add additional water to the surface during the finishing operation. If additional liquid is required, use EUCOBAR evaporation retarder. **NOTE:** Always re-establish joints when using this product as an overlay.

**Curing and Sealing:** Proper curing procedures are important to ensure the durability and quality of the repair. To reduce surface cracking, cure the floor with a high solids curing compound, such as SUPER AQUA-CURE VOX or SUPER DIAMOND CLEAR VOX. Note: Do not use a solvent based curing compound on this product. If a curing compound is not desired, cover with quality plastic sheeting for a minimum of three days.

**Clean-Up**

Clean tools and equipment with water before the material hardens.

**Precautions/Limitations**

- Do not allow repairs to freeze until the material has reached a minimum 7 MPa (1000 psi) compressive strength.
- Use only potable water for mixing.
- Do not use material at temperatures below 7°C (45°F).
- Always mix full units.
- Do not use a solvent based curing compound on this product.
- Store product in a dry place.
- Always use good concrete practices in hot & cold weather per ACI guidelines.
- In all cases, consult the Material Safety Data Sheet before use.
THIN-TOP SUPREME

PREMIUM POLYMER & MICROSIlica MODIFIED
REPAIR & OVERLAY MORTAR

DESCRIPTION

THIN-TOP SUPREME is a latex and microsilica modified cementitious mortar designed for use as a floor or deck topping at thicknesses of 1/16" to 3/8" (1.6 mm to 9.5 mm). This product is a single-component formula which incorporates a powder latex technology. It provides excellent durability under freeze-thaw cycling as well as reducing the ingress of water and de-icing salts. THIN-TOP SUPREME offers normal set times in a trowelable consistency for easy workability.

PRIMARY APPLICATIONS

- Parking decks  
- Pavements  
- Joints  
- Marine structures

- Curbs and gutters  
- Ramps  
- Floors  
- Walkways

FEATURES/BENEFITS

- Provides a strong, wear resistant thin overlay  
- Excellent durability in freeze-thaw cycles  
- Contains an integral corrosion inhibitor  
- Excellent bond to prepared concrete

- Reduces the penetration of water and de-icing salts for substrate protection  
- Suitable for both interior and exterior use  
- Can contribute to LEED points

TECHNICAL INFORMATION

Typical Engineering Data under laboratory conditions @ 73°F (23°C) 50% RH

<table>
<thead>
<tr>
<th>Compressive Strength</th>
<th>Flexural Strength</th>
<th>Split Tensile Strength</th>
<th>Freeze/Thaw Resistance</th>
<th>Working Time</th>
<th>Initial Set</th>
<th>Final Set</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM C 109, 2&quot; (50 mm) cubes @ 2.9 qts (2.7 L)/50 lb (22.7 kg) bag.</td>
<td>ASTM C 348</td>
<td>ASTM C 496</td>
<td>ASTM C 666 Procedure A</td>
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<tr>
<td>Age</td>
<td>Strength</td>
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<td>28 days</td>
<td>7 days</td>
<td>28 days</td>
<td>300 cycles</td>
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<td>950 psi (6.6 MPa)</td>
<td>1,150 psi (7.9 MPa)</td>
<td>500 psi (3.5 MPa)</td>
<td>550 psi (3.8 MPa)</td>
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<td>7 days</td>
<td>5,100 psi (34.5 MPa)</td>
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<td>28 days</td>
<td>7,600 psi (46.2 MPa)</td>
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<td>56 days</td>
<td>7,900 psi (54.5 MPa)</td>
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<td>0.11%</td>
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<tr>
<td>Unit Weight</td>
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<td></td>
<td></td>
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</tbody>
</table>

Appearance: THIN-TOP SUPREME is a free-flowing powder as packaged. After mixing and placing, the color may initially appear darker than the surrounding concrete. The color will lighten up substantially as it cures and dries out, though it may always appear somewhat darker than the surrounding concrete.

PACKAGING/YIELD

THIN-TOP SUPREME is packaged in 50 lb (22.7 kg) moisture resistant bags. Yield: 0.43 ft³/bag (0.012 m³) when mixed with 3 qt (2.8 L) of water. Typical water requirement is 2.75 to 3.5 qt (2.6 to 3.3 L)/bag.

SHELF LIFE

2 years in original, unopened package

SPECIFICATIONS/COMPLIANCES

Canadian Food Inspection Agency, MTQ and MTO
**Surface Preparation:** Concrete surfaces must be structurally sound, free of loose or deteriorated concrete and free of dust, dirt, paint, efflorescence, oil and all other contaminants. Mechanically abrade the surface to achieve a surface profile equal to CSP 4-6 in accordance with ICRI Guideline 310.2. Properly clean profiled area.

**Priming:** Clean and prime exposed steel with DURALPREP A.C. For the best adhesion to the concrete, use EUCOFLOOR EPOXY PRIMER seeded with sand as the prime coat. Refer to the EUCOFLOOR EPOXY PRIMER technical data sheet for instructions. Alternately, concrete can be primed with a spray or brush coat of DURALPREP A.C. The DURALPREP A.C. must be thoroughly dry prior to applying the repair material. Another acceptable method of priming is to apply a scrub coat of THIN-TOP SUPREME to the Saturated Surface Dry (SSD) concrete surface. The repair or topping must be made before the scrub coat dries out.

**Mixing:** Single bags may be mixed with a drill and “jiffy” mixer. Use a paddle type mortar mixer for large jobs. All material should be in the proper temperature range of 60°F (15°C) to 90°F (32°C). Add the appropriate amount of water 2.75 to 3.5 qt (2.6 to 3.3 L) per bag for the batch size and then add the dry product. Mix for 3 to 5 minutes.

**Placement:** Discharge material from mixer immediately and place on to the repair area. For repairs, spread with a trowel, come-a-long, or square tipped shovel to a thickness that matches the surrounding concrete. Work material into place by floating or troweling. On large areas, use screed strips with a vibratory screeding to level.

**Finishing:** This product is designed for finishing with a float or broom appearance. Do not add additional water to the surface during the finishing operation; use EUCOBAR evacuation retarder. For a hard, flat troweled surface, delay finishing until the product is near final set (approx. 3 hours) to reduce the risk of blistering during troweling.

**Curing and Sealing:** Proper curing procedures are important to ensure the durability and quality of the repair. To prevent surface cracking, cure the material with a high solids curing compound, such as SUPER AQUACURE VOX or SUPER DIAMOND CLEAR VOX. Note: Do not use a solvent based curing compound on this product. If a curing compound is not desired, cover with polyethylene for a minimum of 3 days. Do not wet cure. Always re-establish floor and slab joints when using this product as an overlay.

**Clean-Up**
Clean tools and equipment with water before the material hardens. Hardened THIN-TOP SUPREME will require removal by mechanical means.

**Precautions/Limitations**
- Do not wet cure. Do not use a solvent based curing compound on this product.
- Do not allow repairs to freeze until the material has reached a minimum of 1,000 psi (7 MPa) compressive strength.
- Use only potable water for mixing.
- Do not add admixtures or sand.
- Do not use material at temperatures below 45°F (7°C) or above 100°F (38°C).
- No heavy traffic until the product has cured.
- Mixing partial bags may yield variable results; always mix full units.
- Store product in a dry place.
- For repairs and toppings thicker than 3/8” (9.5 mm), use CONCRETE-TOP SUPREME.
- In all cases, consult the Safety Data Sheet before use.
EMERYTOP 400™

Flowable Emery Topping for High Wear, Extra Heavy Duty Floors

MANUFACTURER
L&M Construction Chemicals, Inc.
14851 Calhoun Road
Omaha, NE 68152
Phone: 402-453-6600
FAX: 402-453-0244
Website: www.lmcc.com
Website: www.emerytop400.com

PRODUCT DESCRIPTION
For the most abrasion resistant, heavy duty floor topping, we recommend EMERYTOP 400. This flowable, natural emery aggregate floor topping produces a very durable floor. EMERYTOP 400 provides an economical, abrasion resistant solution to very severe and abusive concrete floor conditions where other solutions have failed.

EMERYTOP 400 uses polyhedral shaped isostructures of emery as its primary aggregate base. Our natural emery aggregate contains nature's highest content of aluminum oxide and ferric oxide for unsurpassed toughness. This unique aggregate has a hardness (Mohs scale rating) approaching that of industrial diamonds. EMERYTOP 400 produces a dense, cohesive mass that is rust-free, chemically resistant and results in a thick floor surface for maximum abrasion and impact resistance. EMERYTOP 400 floors are also resistant to the destructive attacks of mild organic acids, alkalis and oils.

EMERYTOP 400 outperforms normal concrete and high strength iron topping floors. EMERYTOP 400 resists moisture deterioration, and is harder and more abrasion resistant than iron aggregate toppings. Its unique formulation provides a substantial savings in material cost when compared to iron toppings. In addition to superior performance, EMERYTOP 400's flowable formulation can be placed and finished like concrete. These superior physical properties make EMERYTOP 400 an excellent choice for heavy duty industrial service Class 6 and 7 floors, as described by ACI in its Manual of Concrete Practice standard, ACI 302.1R.

Basic Use: EMERYTOP 400 contains natural emery aggregates which contain a minimum of 58% natural aluminum oxide. Aluminum oxide aggregate, the hardest mineral approaching diamonds, reinforces concrete floors by developing a dense, long lasting, abrasion and impact resistant floor to withstand the most severe wear conditions. Use EMERYTOP 400 in key areas subject to heavy traffic, impact abrasion and continuous wear such as resource recovery plants, tipping floors, roll-off areas, foundries, loading docks, truck, tractor and auto installation and repair areas, mill scale sluiceways, smelters, machinery manufacturing plants and generating stations. EMERYTOP 400's unique non-rusting formula is ideal for outside loading docks and industrial plants using chemicals. Use EMERYTOP 400 on floors requiring optimum surface density to resist mild industrial chemical penetration.

FEATURES & BENEFITS
- Fast turn around for weekend shut downs.
- Increases concrete wear resistance up to eight times.
- Easy application, new flowable consistency.
- Significant cost savings over iron toppings.
- Resists severe single point impacts.
- High density-resists industrial contaminants.
- Rust-free service - inside or outside applications.

ESTIMATING
EMERYTOP 400 is available in two convenient sized bags, 55 lb. (25 kg) or large disposable bulk bags of 3,000 lbs. (1365 kg.). Containers are identified with product name and batch code. Yield of 55 lb. (25 kg) bag is .36 cu. ft. (0.01 m³).

Coverage Rates: Typical application depth ranges from 1 to 3 inches (25-75 mm). Topping depth of 1 inch (25 mm) thick requires approximately 14 pounds/square foot (65 kg/m²). The minimum recommended depth at which EMERYTOP 400 may be applied is ¾” (20 mm).

TECHNICAL DATA
Physical Properties:

<table>
<thead>
<tr>
<th>Emery Aggregate</th>
<th>AL₂O₃, min. 58%</th>
<th>Fe₂O₃, min. 24%</th>
</tr>
</thead>
<tbody>
<tr>
<td>AL₂O₃, min. 58%</td>
<td>AL₂O₃, min. 58%</td>
<td>AL₂O₃, min. 58%</td>
</tr>
<tr>
<td>Fe₂O₃, min. 24%</td>
<td>Fe₂O₃, min. 24%</td>
<td>Fe₂O₃, min. 24%</td>
</tr>
</tbody>
</table>

Impact Resistance - ACI 544 2
- 7 days: No Cracking
- 90 days: No Cracking
EMERYTOP 400 Physical Properties:

Compressive Strength

<table>
<thead>
<tr>
<th>Days</th>
<th>Strength (psi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3,800</td>
</tr>
<tr>
<td>2</td>
<td>6,550</td>
</tr>
<tr>
<td>3</td>
<td>8,100</td>
</tr>
<tr>
<td>7</td>
<td>9,500</td>
</tr>
<tr>
<td>28</td>
<td>12,750</td>
</tr>
</tbody>
</table>

Freeze/Thaw - ASTM C 666

- 300 Cycles - 94%

Abrasion - ASTM C 944

- Loss in Grams 0.8
- Length Change %, ASTM C 157
  - 28 days 0.07
- Flexural Strength, ASTM C 78
  - 28 days 1650
  - 90 days 1725

Permeability - ASTM C 1202 (AASHTO-T-277)

- Resistivity (ohm-cm) 97,000
- Coulombs Passed 220 (Very Low)

INSTALLATION

MIXING PROCEDURES FOR EMERYTOP 400

EMERYTOP 400 should be mixed in a paddle-type mortar mixer. First place all the water into the mixer, then add EMERYTOP 400. For maximum flow, mix 55 lbs. (25 kg) of EMERYTOP 400 with 2.5 qts. (2.4 L) water. Mix a minimum of 5 minutes for high flow consistency. When a large volume of material is required, EMERYTOP 400 may be purchased in bulk bags of 3,000 lb. (1360 kg) and mixed in a concrete mixer truck. For maximum flow, mix 3,000 lb. (1360 kg) of EMERYTOP 400 with between 34 to 37 gallons (129 to 140 L) water. Place the required water into the concrete mixer truck. Suspend the bulk bag over the charging funnel of the mixer truck, and load the dry material while the mixer truck is running at full charging speed. FOR MAXIMUM SLUMP mix for a minimum of 5 minutes (minimum of 65 revolutions at 10-15 revolutions per minute), then place. The temperature of EMERYTOP 400 should be between 50°F and 90°F (10°C and 32°C) at the time of placement. In cold weather placement, heated mixing water may be used. The maximum water temperature should not be greater than 110°F (43°C). In hot, dry weather installations, mixing water may be chilled using block ice. Use L&M E-CON to protect surfaces from rapid drying.

TECHNIQUES FOR PLACEMENT OVER HARDENED CONCRETE

Hardened Concrete Substrate

Requirements:
The substrate concrete must be structurally sound and have a minimum compressive strength of 4,000 psi (27 MPa). When calculating load carrying capabilities of the slab, the EMERYTOP 400 thickness should be included. Cracks in the concrete substrate must be repaired before placement of the EMERYTOP 400. If they are not repaired and their causes corrected, the EMERYTOP 400 will crack in the same place and may delaminate. Refer to ACI 302.1.R for guidance on requirements for structurally sound slabs.

Surface Preparation:
The top surface of the concrete must be scarified and left irregular, exposing the topmost surface of the coarse aggregate with a minimum amplitude of 1/4 inch (5 mm) between peaks and valleys. Soak base concrete with water to a saturated surface dry (SSD) condition. This is best achieved by water soaking the substrate for 12 hours and, just prior to applying the bonding slurry and placing the EMERYTOP 400, remove all surface water, leaving only a damp surface.

Priming With Slurry Bond Coat:
Prepare the bonding slurry by mixing equal volumes of EVERBOND and dry portland cement to a creamy, paint-like consistency. Scrub or broom the slurry into the damp surface) no more than 30 minutes before the placement of the EMERYTOP 400. RE-PRIME areas that dry before installation of product.

Placement over Hardened Concrete:
Using a roller or pipe screed, set the strike-off level of the vibratory screen to the specified final elevation of the concrete floor. Place the EMERYTOP 400 over the wet EVERBOND slurry mix immediately ahead of the vibratory screed.

EMERYTOP 400 should be placed approximately 1/8 inch (3 mm) above the bottom of the screed. Strike off the product with a vibratory screed, which is essential for the initial consolidation of EMERYTOP 400. Use normal concrete finishing methods to finish the surface of the EMERYTOP 400. During power floating pass, use a mechanical troweling machine equipped with float shoes to keep topping open, allowing water evaporation and minimizing the danger of surface blisters. Power trowel to desired finish. Leave textured finish if extra non-slip performance is needed.

Joint Placement over Existing, Hardened Concrete Substrate:
Joints in the base concrete and EMERYTOP 400 must coincide. Joints placed in the EMERYTOP 400 must pass through its full thickness and into the base concrete to the depth and spacing required by ACI 302. After curing 60 days or more, control joints may be filled with L&M EPOFLEX SL or JOINT TITE.

Curing & Special Requirements:
Water cure the EMERY TOP 400. The area may be opened to full service in 48 hours, while continuing with the water cure for 7 days.
**MONOLITHIC PLACEMENT OVER PLASTIC CONCRETE**

**Substrate Concrete Requirements:**
The substrate concrete should be designed to develop a minimum of 4,000 psi (27 MPa) compressive strength. It must not contain calcium chlorides, stearates or other substances which are corrosive. The air content of the substrate concrete shall be 3% maximum and the slump shall not be greater than 5 inches (125 mm). During the placement of the substrate concrete and EMERYTOP 400 un-vented fossil-fuel heaters should not be used. Un-vented fossil fuel heaters will cause carbonation of fresh concrete and EMERYTOP 400.

**Placement and Preparation of Plastic Substrate Concrete:**
Place the concrete and strike off using a vibratory screed. Bullfloat immediately after strike off and before bleed water appears. After concrete bleed water has dissipated, darby (jitterbug) surface to produce a mortar bed approximately 1/4 in. (5 mm) thick, measured from the top of the coarse aggregate. Using a tining rake, lightly score the concrete surface at right angles to a depth of approximately 1/8 in. (3 mm).

Raise the strike-off level of the vibratory screed to the specified final elevation of the concrete floor. Firmly attach the guides for the vibratory screed to the substrate and not on the plastic concrete surface. The minimum thickness of EMERYTOP 400 is 3/4 inch (20 mm). Operate the vibratory screed at 1/4 speed.

**Placement over Plastic Concrete:**
This type of application requires an experienced and extremely skilled contractor and crew.

A bonding agent is not required when EMERYTOP 400 is being placed on plastic concrete. Place the EMERYTOP 400 on the surface of the concrete immediately ahead of the vibratory screed. Care should be taken not to exceed the screed’s capacity. The EMERYTOP 400 should be approximately 1/8 in. (3 mm) above the bottom of the screed. Strike off the EMERYTOP 400 with vibratory screed. Measure topping depth frequently.

If, during placement, coarse aggregate from the plastic concrete starts to appear through the surface of the topping, lower the vibratory screed running speed or delay further placement of EMERYTOP 400 until the concrete is less plastic.

Use normal concrete finishing methods to finish the surface of the EMERYTOP 400. During power floating pass, use power trowel with float shoes to keep topping open, allowing proper water evaporation to minimize the danger of surface blisters. Power trowel to desired finish. Leave textured finish if extra non-slip performance is needed.

**Joint Placement on Monolithic Concrete Pour:**
Joints placed in EMERYTOP 400 must pass through its full thickness and into the base concrete to the depth and spacing required by ACI 302.

**Special Curing Requirements When Placed over Plastic Concrete:**
After final finishing step water cure the EMERY TOP 400. The area may be opened to full service in 48 hours, while continuing with the water cure for 7 days.

**FOR BEST RESULTS:**
- ACI Manual of Concrete Practices are to be followed. To avoid surface carbonation during cold weather application of EMERYTOP 400, do not use un-vented fossil-fuel heaters.
- The temperature of EMERYTOP 400 should be between 50°F and 90°F (10°C and 32°C) at the time of placement.
- Do not add accelerators or other admixtures to EMERYTOP 400. Avoid application in extreme weather.
- A pre-placement job conference is required with this product to carefully plan the installation.
- Minimum depth is 3/4 inch (20 mm).

**PRECAUTIONS**
Contains portland cement. Freshly mixed cement is highly alkaline and may cause skin injury. Avoid creating and inhaling dust. Provide ventilation and respiratory protection. Dust mask recommended.

Please refer to Product Material Safety Data Sheet (MSDS) before using.

**STORAGE/SHELF LIFE**
EMERYTOP 400 contains portland cement. Bags are to be kept in cool, dry storage to prevent water damage. Shelf life is a minimum of one year in factory sealed bags.
TECHNICAL SERVICES

L&M REQUIRES that the installing contractor schedule a pre-placement conference with the L&M technical representative to carefully plan each step of the installation. To the extent that job site services are provided, however, such services will be in the nature of technical recommendations only and will not include supervision or quality control of application procedures or engineering details.

WEBSITE

L&M's convenient internet website offers instant access to Tech Data Sheets, Material Safety Data Sheets, product updates, and other useful information. Visit www.lmcc.com and follow the easy steps. L&M is ready to respond to your concrete information needs - anytime - anywhere!

LIMITED WARRANTY

This product is warranted to be free of defects in material and workmanship, and conform to L&M Construction Chemicals (“L&M”) quality control standards. All recommendations, statements and technical data herein are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty or guaranty of any kind, expressed or implied including but not limited to, an implied warranty of merchantability or an implied warranty of fitness for a particular purpose. Satisfactory results depend upon many factors beyond L&M’s control. User shall rely on his or her own information and tests to determine suitability of the product for the intended use and user assumes all risk, loss, damage, expense and liability resulting from his or her direct use, indirect use or consequential to their use of the product. L&M shall not be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use or inability to use the product. L&M’s sole responsibility shall be to replace that portion of the product which proves to be defective. Any warranty claim must be made within six (6) months from the date of the claimed breach. This limited warranty applies only if the product was properly installed and used according to all instructions and was properly stored prior to use.

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Staff Report

DATE: August 31, 2018

FROM: Jill Duffy, Executive Director

SUBJECT: Item 4)
Approve Master Storm Water Improvement Plan for the Hawthorne Street Transfer Station.

RECOMMENDED ACTION: Voice vote.

Staff recommends the Board receive a presentation from David Brown, Professional Engineer with Lawrence & Associates, approve the Master Facility Storm Water Improvement Plan and Memorandum, and select Filtration BMP - Option C as the preferred option.

DISCUSSION:
The Hawthorne Street Transfer Station is a municipal solid waste transfer station with recycling activities. Solid waste is delivered by franchise trucks, contractors and public self-haul into the Tip Floor for transfer to a permitted disposal site, and recyclables including CRV, paper, plastic, glass and metals are received by the Eureka Recycling Center. Other received materials include greenwastes, household hazardous wastes and other universal wastes. Activities for the processing of these materials include operation of heavy equipment including excavators, front end loaders, lift trucks and a baler.

As part of the on-going stormwater compliance activities, HWMA staff continued to maintain and implement a number of Best Management Practices (BMP’s) throughout 2017-18, performed regular sampling and monitoring and worked to identify sources of pollutant introduction, and conducted weekly visual inspection which have indicated improvements of discharged storm water quality. However, analytical results from samples taken from the Transfer Station continue to show elevated levels of some parameters as compared to 2016-17.

As a result, this Master Plan Memorandum (plan) has been prepared by Lawrence & Associates, to guide the Authority as it works to comply with the State’s Stormwater Industrial General Permit Level 2 Action Plan required before January 1, 2019. The plan includes specific BMPs, three options for the Board’s consideration, and related cost-estimates for approval and implementation schedule over the calendar 2019-2020 year.

Under the Settlement Agreement between HWMA and Humboldt Bay Keeper, HWMA is required to provide a copy of the draft master plan no later than September 1, 2018 for their review and comment. The draft plan was circulated on August 23, 2018 and a representative of
Humboldt Bay Keeper responded on April 29th that they had reviewed and concurred with the recommended option.

The plan describes four categories of recommended BMP improvements for the facility, and in the fourth category there are three identified options for filtration BMPs.

1. General and Source Control BMPs
2. Additional Paving BMPs
3. Oil & Grease Containment BMPs, and
4. Filtration BMP, which includes three options to select from.
   - Option A: Two Existing Discharge locations, using a dewatering bag filter both locations.
   - Option B: Two Existing Discharge locations, using a media-filled filtration unit at both locations.
   - Option C: Consolidate two discharge points into a single discharge location, using a single media-filled filtration unit.

Table 5 is an excerpt from the Plan, copied below, is a summary of the engineer’s estimate for items/services requiring expenditure beyond current activities at the facility. Items 1, 2, and 3 are source control BMPs to reduce potential pollutant loading as identified in the Plan. Item 4 is the Filtration BMP and includes two alternate products and costs for prefiltration as shown in the plan.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Option A</th>
<th>Option B</th>
<th>Option C</th>
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</thead>
<tbody>
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<td>1. Trackout mat</td>
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</tr>
<tr>
<td>2. Slurry seal of pavement</td>
<td>$27,660</td>
<td>$27,660</td>
<td>$27,660</td>
</tr>
<tr>
<td>3. (With Opt A &amp; B) Paving western area</td>
<td>$84,129</td>
<td>$84,129</td>
<td>n/a</td>
</tr>
<tr>
<td>4. Grit Separator and Filtration BMPs</td>
<td>$53,114</td>
<td>$249,159</td>
<td>$163,959</td>
</tr>
<tr>
<td>Subtotal of Items 1, 2, 3, and 4</td>
<td>$171,343</td>
<td>$367,159</td>
<td>$339,213</td>
</tr>
</tbody>
</table>

Staff recommends approval of the plan as submitted, with the identified BMPs (Items 1, 2 and 3) and preferred Filtration BMP (Item 4) Option C.

**FISCAL IMPACT:**

Costs related to the full impacts of the Master Storm Water Improvement Plan were not allocated with the approval of the Fiscal Year 2018-2019 budget; therefore, any expenditures incurred before July 1, 2019 will require outlay from the Authority’s Undesignated Reserve Funds.

Additional sources of funding, such as improvement loans, grant funding, and other resources have yet to be examined, as the Undesignated Reserve has sufficient funding to enact these improvements, and replenishment of funds from future budget years will have minimal impact to future solid waste fees.
August 23, 2018

Ms. Jill Duffy
Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA  95501

Dear Jill:

SUBJECT: MASTER FACILITY STORM WATER IMPROVEMENT PLAN AND MEMORANDUM
HWMA WEST HAWTHORNE STREET TRANSFER STATION, EUREKA, CA

As requested by the Humboldt Waste Management Authority (HWMA), Lawrence & Associates (L&A) prepared this memorandum to identify storm water improvements related to the Master Planning of the Transfer Station facility located on Hawthorne Street (Facility). This memorandum presents a brief background and status related to the California General Industrial Storm Water Permit, also referred to as the Industrial General Permit (IGP), and recommends improvements for current conditions and future master planning for the facility. Much of the content and information in this memorandum is also structured for use in the Level 2 Action Plan that will be required before January 1, 2019, and portions of this memorandum will be used as part of the Level 1 Exceedance Response Action (ERA) report, due by October 1, 2018.

With respect to Master Planning and expansion of the Transfer Station, Recology Humboldt County (Recology), has not vacated the eastern portion of the property as previously anticipated, and currently anticipates continuing its use of this property for an additional two years. Therefore, HWMA is presently limited to its same property footprint as in the past. As a result, modifications and planning for an expanded or altered HWMA facility have been delayed. Since runoff from the Recology leased property flows onto the HWMA facility, the master planning for collection, Best Management Practices (BMPs), and discharge, are based on the combined area of the Recology and HWMA property and are included in the recommended improvements within this memorandum. It is further noted that the Recology facility naturally slopes to the HWMA discharge locations and that reconfiguration within the HWMA facility (if occurring in the future) does not change the existing topographic low points. In consideration of this, the recommended and preferred improvements contained in this memorandum include BMPs inclusive of the HWMA and Recology property.
IGP Status and Background

The Facility is subject to the IGP for storm-water discharge to Palco Marsh, which eventually flows to Humboldt Bay. The two identified discharge locations from the Facility have been identified as “West” and “South.” Each discharge point includes an end-of-pipe outlet to the marsh. For purposes of collecting samples and depiction on the SWPPP figures, the third chamber of the respective “oil-water separators” at each discharge location is used for sampling purposes and identified as S-OWS (south oil-water separator) and W-OWS (west oil-water separator). Sample results during the 2016/17 season exceeded the numeric action levels (NALs) established by the IGP for total suspended solids (TSS), total aluminum (Al), total iron (Fe), and chemical oxygen demand (COD). The exceedance of the NALs placed the facility at a Level 1 status in 2016/2017.

Two primary sources of pollutant introduction were noted: 1) a run-on source from the adjacent Recology operations (Recology) to the east as shown on Exhibit 1 (attached); and 2) the degraded condition of West Hawthorne Street with asphalt raveling and exposed road base.

In 2017/18, the Facility implemented several BMPs including, but not limited to, the following (not in particular order):

1. Engaged a Qualified Industrial Storm Water Practitioner (QISP) to prepare a Level 1 ERA, related training with site staff, and ongoing storm water support.
2. Reviewed sampling results from the 2016/17 season.
3. Conducted dissolved metals (Al, Fe) monitoring to determine the fraction of dissolved versus filterable metals.
4. Reviewed run-on conditions from the Recology facility (to the east) and tracking run-on from the street frontage (West Hawthorne Street).
5. Implemented metal reducing wattles in drainageways and near drop inlets.
6. Reviewed the facility drop inlets, depths, and sizes for potential filter inserts and cartridge filtration.
7. Provided calculations for the contributing drainage sheds, including run-on.
8. Modified the material storage and removal frequency (more frequent outbound loads of green-waste).
9. Reduced outdoor storage of industrial materials.
10. Increased manual and mechanical sweeping.
11. Added linear straw wattle and erosion control matting near the universal waste storage room and the primary drainage along the southern perimeter swale.
12. Improved the BMP at the W-OWS sampling location to increase flow through the gravel/wattle media and reduce onsite ponding and storm-water contact time.

13. Installed a new and accessible riser at W-OWS to minimize storm water intrusion during sampling.

14. Increased infiltration along the west side of the transfer station building via blocking off the surface inlets in the gravel traffic area west of the transfer station building.

15. Increased the interval of green-waste bin removal, reducing quantity of material stored outdoors at the facility.

The observations by the QISP and discussions with onsite maintenance staff have indicated significant visual improvement in the water quality observed near the outflow of the S-OWS drainage area, and less ponding noticed towards the W.DI-10 drop inlet to the west (Exhibit 1). The 2017/18 analytical results show slightly higher elevated parameter concentrations compared to 2016-2017 for TSS (west area), total metals (Al, Cu, Fe, Pb, and Zn), and slightly lower concentrations for COD as shown on Tables 1 and 2 (following pages). The elevated concentrations are anticipated to be a result of run-on conditions based on the data available, in addition to residual sediments in the storm drain and paved surfaces (refer to recommendations for seal-coating later in this document).

During the 2017/18 season (Table 2), samples were collected from the S-OWS and W-OWS sampling locations with results indicating NAL exceedances for TSS, total Al and Fe, COD, and a new NAL exceedance for total copper (Cu) and total zinc (Zn). The 2017-2018 results trigger a Level 2 Exceedance Response Action (ERA) for TSS, Al, Fe, and COD and a new Level 1 ERA for Cu and Zn. The Level 1 ERA report is due prior to October 15, 2018. The Level 2 ERA includes both a Level 2 Action Plan, due by January 1, 2019, and a Level 2 Technical Report (based on the results of the implemented action plan), due by January 1, 2020.

Additional sampling, not required or subject to the IGP, was performed at the facility during the 2017/18 season for investigative purposes related to the 2016/17 Level 1 ERA. This included locations near S.DI.14, representative of run-on from the Recology facility, and sampling at the south overflow structure near S-OWS and the S-DI.20 drop inlet (Exhibit 1). Additional analytical parameters were added, including dissolved metals, to better distinguish proportions of filterable metals versus dissolved metals in the runoff. The results of those samples indicate that the majority of the pollutant concentrations are within the solids of the storm water and not in a dissolved phase. As such, BMPs targeting the facility runoff are focused on filtration and particulate loading to remove solids.
<table>
<thead>
<tr>
<th>Discharge Point</th>
<th>Sample Date</th>
<th>TSS (mg/l)</th>
<th>Al (mg/l)</th>
<th>Al-diss(^3) (mg/l)</th>
<th>Cu (mg/l)</th>
<th>Fe (mg/l)</th>
<th>Fe-diss(^3) (mg/l)</th>
<th>Zinc (mg/l)</th>
<th>COD (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>West (W-OWS)</td>
<td>11/15/2016</td>
<td>98</td>
<td>2.80</td>
<td>No Data collected in this period</td>
<td>0.038</td>
<td>5.00</td>
<td>No Data collected in this period</td>
<td>0.28</td>
<td>280</td>
</tr>
<tr>
<td></td>
<td>12/23/2016</td>
<td>170</td>
<td>5.70</td>
<td></td>
<td>0.058</td>
<td>8.10</td>
<td></td>
<td>0.45</td>
<td>390</td>
</tr>
<tr>
<td></td>
<td>3/24/2017</td>
<td>210</td>
<td>5.10</td>
<td></td>
<td>0.038</td>
<td>8.10</td>
<td></td>
<td>0.34</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>4/24/2017</td>
<td>76</td>
<td>1.50</td>
<td></td>
<td>0.019</td>
<td>2.50</td>
<td></td>
<td>0.14</td>
<td>98</td>
</tr>
<tr>
<td>South (S-OWS)</td>
<td>11/15/2016</td>
<td>9.2</td>
<td>0.41</td>
<td></td>
<td>0.010</td>
<td>0.80</td>
<td></td>
<td>0.12</td>
<td>41</td>
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<tr>
<td></td>
<td>12/23/2016</td>
<td>240</td>
<td>8.90</td>
<td></td>
<td>0.049</td>
<td>1.20</td>
<td></td>
<td>0.31</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>3/24/2017</td>
<td>52</td>
<td>1.80</td>
<td></td>
<td>0.012</td>
<td>2.60</td>
<td></td>
<td>0.11</td>
<td>37</td>
</tr>
<tr>
<td></td>
<td>4/24/2017</td>
<td>41</td>
<td>1.40</td>
<td></td>
<td>0.013</td>
<td>2.30</td>
<td></td>
<td>0.11</td>
<td>60</td>
</tr>
</tbody>
</table>

Average of 2016/17 sampling results: 112 3.45 NA 0.030 5.18 NA 0.23 151

Notes:
- General Note: NAL Exceedances are indicated by **bold** text and shaded.
- \(^1\) Annual NAL from the IGSWP for the parameter listed.
- \(^2\) No instantaneous NALs are included in the IGSWP for Aluminum, Copper, Iron, Lead, Zinc, or COD.
- \(^3\) Dissolved (filtered). Not tested in 2016/17, however is shown on this table for comparison purposes with Table 2.
- \(^4\) Not a compliance sampling location for the Facility. This location is a background and run-on source from Recology. The run-on commingles with onsite storm water before being sampled at S-OWS.
- \(^5\) Parameters not shown include pH, Oil & Grease, and total Lead. Zinc shown due to concentrations near, but not exceeding NALs.
Table 2 - Analytical Results comparison to NALs – 2017/18
(Parameters shown limited to those that exceed or relate to NALs in 2017/18)

<table>
<thead>
<tr>
<th>Discharge Point</th>
<th>Sample Date</th>
<th>TSS (mg/l)</th>
<th>Al (mg/l)</th>
<th>Al-diss(^3) (mg/l)</th>
<th>Cu (mg/l)</th>
<th>Fe (mg/l)</th>
<th>Fe-diss(^3) (mg/l)</th>
<th>Zinc (mg/l)</th>
<th>COD (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>West (W-OWS)</td>
<td>11/3/2017</td>
<td>26</td>
<td>3.70</td>
<td></td>
<td>5.60</td>
<td></td>
<td></td>
<td>0.26</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td>12/19/2017</td>
<td>250</td>
<td>5.00</td>
<td>0.041</td>
<td>7.30</td>
<td></td>
<td>0.31</td>
<td>250</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3/1/2018</td>
<td>490</td>
<td>19.00</td>
<td>0.240</td>
<td>34.00</td>
<td>0.230</td>
<td>0.63</td>
<td>410</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/6/2018</td>
<td>78</td>
<td>1.90</td>
<td>0.067</td>
<td>3.10</td>
<td>0.037</td>
<td>0.15</td>
<td>91</td>
<td></td>
</tr>
<tr>
<td>South (S-OWS)</td>
<td>11/3/2017</td>
<td>140</td>
<td>0.94</td>
<td></td>
<td>1.90</td>
<td></td>
<td></td>
<td>0.16</td>
<td>45</td>
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<tr>
<td></td>
<td>12/19/2017</td>
<td>74</td>
<td>2.70</td>
<td></td>
<td>3.80</td>
<td></td>
<td></td>
<td>0.24</td>
<td>93</td>
</tr>
<tr>
<td></td>
<td>3/1/2018</td>
<td>120</td>
<td>3.30</td>
<td>0.048</td>
<td>6.70</td>
<td>0.075</td>
<td>0.36</td>
<td>110</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/6/2018</td>
<td>32</td>
<td>1.20</td>
<td>0.024</td>
<td>2.20</td>
<td>0.038</td>
<td>0.11</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>Average 2016/17 sampling results</td>
<td>112</td>
<td>3.45</td>
<td>0.030</td>
<td>5.18</td>
<td>0.23</td>
<td>151</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Average 2017/18 sampling results</td>
<td>151</td>
<td>4.72</td>
<td>0.039</td>
<td>8.08</td>
<td>0.28</td>
<td>145</td>
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<tr>
<td>NALs (Annual)(^1,2)</td>
<td>100</td>
<td>0.75</td>
<td>0.033</td>
<td>1.00</td>
<td>0.26</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
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<td>NAL (Instantaneous)</td>
<td>400</td>
<td>Na</td>
<td>Na</td>
<td>Na</td>
<td>Na</td>
<td>Na</td>
<td>Na</td>
<td>Na</td>
<td></td>
</tr>
<tr>
<td>Recology(^3)</td>
<td>11/3/2017</td>
<td>22</td>
<td>0.79</td>
<td></td>
<td>1.20</td>
<td></td>
<td>0.083</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12/19/2017</td>
<td>190</td>
<td>4.70</td>
<td>0.050</td>
<td>0.049</td>
<td>8.20</td>
<td>0.110</td>
<td>0.38</td>
<td>160</td>
</tr>
<tr>
<td></td>
<td>3/1/2018</td>
<td>100</td>
<td>3.30</td>
<td>0.150</td>
<td>6.00</td>
<td></td>
<td>0.22</td>
<td>110</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/6/2018</td>
<td>51</td>
<td>1.80</td>
<td>0.024</td>
<td>2.90</td>
<td></td>
<td>0.13</td>
<td>49</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
General Note: NAL Exceedances are indicated by **bold text** and shaded. Analytical results for Recology are shown on an individual basis for comparison to NALs and are otherwise not averaged as part of the facility NALs.

1. Annual NAL from the IGSWP for the parameter listed.
2. No instantaneous NALs are included in the IGSWP for Aluminum, Copper, Iron, Lead, Zinc, or COD.
3. Dissolved (filtered).
4. Not a compliance sampling location for the Facility. This location is a background and run-on source from Recology. The run-on commingles with onsite storm water before being sampled at S-OWS.
5. Parameters not shown include pH, Oil & Grease, and total Lead.
BMPs Employed

During the 2017-2018 season, the Facility employed several different types of BMPs including, but not limited to:

1. A QISP-conducted training and mid-season refresher training with specific focus on BMP trouble-shooting, source control, and storm water pollutant awareness.
2. Source control.
3. Implemented additional sweeping.
4. Minimized outdoor storage of materials.
5. Installed run-on prevention curbing between the Recology facility and the HWMA Facility.
6. Modified the implemented BMPs (based on site observations) to promote better flow control through use of lateral placement of BMPs to ‘spread’ the runoff and increase BMP cross-section filter area.
7. Installed media-filled and metal-reducing wattles.
8. Implemented frequent cleanout of the grit separators (informally called oil-water separators).

As indicated earlier, the implemented BMPs produced visual improvement in sediment loading and clarity of the storm water runoff. However, the BMPs did not result in a noticeable downward trend in the analyte concentrations.

Specific Potential Pollutant Source Considerations

As part of the ongoing storm water observation and implementation at the facility in 2017/18, four specific potential pollutant source areas (as shown on Exhibit 1) were identified for additional BMPs, including:

1. Inbound tracking from West Hawthorne Street;
2. Run-on from the Recology facility;
3. Onsite paved areas at the recycling center area; and,
4. Transfer station trackout.

Each area is indicated below with a short description and specific potential pollutant sources.
1. Inbound Tracking from West Hawthorne Street

Access to the facility is limited to West Hawthorne Street (the street), a public and paved roadway owned and maintained by the City of Eureka (City). The Humboldt County Association of Governments (HCOAG), in 2008, identified the street as being a priority rehabilitation project due to the regional solid waste transfer station, poor road conditions, and the number of vehicles utilizing the street. The street has been scheduled for repair for several years, but the project has not been funded yet. Most recently, City of Eureka was anticipating the rehabilitation project to commence the Summer of 2018, however the California Transportation Commission declined funding the project in February of 2018. Tentatively, Hawthorne Street is now slated for repair and rehab in 2020-21.¹

During the 2017/18 wet-weather season, precipitation events resulted in sediment transport and wheel-tracking of materials from West Hawthorne Street into the Facility. Mud-like material was observed at the main entrance and vehicle scales, extending towards the transfer station building, with similar tracking near the eastern entrance, both shown on Exhibit 1. As a result, several BMPs were inundated with grit and sediment that resulted in overtopping of the BMPs, and minor areas of onsite ponding. The potential pollutants generated from this source are sediments and TSS, and may also include oil & grease and metals, due to the industrial uses and traffic along and flowing into West Hawthorne Street.

The current poor condition of West Hawthorne Street combined with precipitation events, creates sediment and mud at the frontage of the facility. Re-paving the street is currently beyond the control of the Facility. This area and potential pollutant source is recommended to be added as an observation and monitoring area for impacts to the facility (before, during, and after rainfall events). BMPs that the facility may further implement to minimize the wheel-tracking include:

- Sweeping at the vehicle scales to the street as necessary to prevent build-up and tracking of deposits within the site.
- Periodic observation along the frontage of the property from the main entrance to the western entrance for sediment accumulation in the curb and gutter cross-section. The intent is to encourage flow in the street section as build-up of sediment in the curb and gutter can create ponding, which may worsen wheel-tracking conditions.
- Install a rumble-strip between the street and the vehicle scale and observe if the rumble-strip is effective in minimizing wheel tracking onto the vehicle scales.
- On August 10th, the City of Eureka’s Public Work’s Department presented a proposal to HWMA detailing an interim road repair project for West Hawthorne Street with a funding

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¹ Storm Water Pollution Prevention Plan (SWPPP) for the Hawthorne Street Transfer Station, prepared by Lawrence & Associates, Amended May 2018.
request. This interim project is designed to repair approximately 280’ x 22’, with installation of a gutter until the full road rehabilitation project scheduled for 2020-2021 is completed.

2. Run-on from the Recology Facility

The (HWMA) Facility receives storm water run-on from the adjacent Recology location at the rock filled basin labeled S-DI.14 on Exhibit 1. The Facility SWPPP and related storm-water management program is based on run-on from Recology to be received in a condition that meets the IGP, including being below NALs for both the Recology and HWMA storm water tested parameters. However, Recology is not currently testing for, or reporting results for, several parameters that HWMA is required to test for, including total metal concentrations for Al, Fe, Pb, and Cu, and COD. Recology sampling and testing is limited to pH, TSS, and O&G.\(^2\) The Recology SWPPP\(^2\) indicates metal concentrations may be present and that TSS is used as an indicator for metal concentrations at the site.

As part of assessing contributing sources of storm water and potential pollutants, the run-on from the Recology facility was included in sampling and testing conducted for HWMA, including parameters of pH, COD, total metals concentrations for Al, Fe, Pb, Cu, and Zn, and dissolved metals concentrations for Al and Fe. The analytical results indicate that the run-on has significant concentrations of total metals before contact with HWMA materials or industrial operations. Based on the analytical data and visual observations, the Recology facility runoff continues to include the potential for metals concentrations in significant quantities. The IGP (Section X.G.2) requires the assessment of potential pollutant sources, including significant quantities, and potential pollutants likely to be present in storm water. The analytical results for run-on from the Recology facility show a presence of Al, Cu, Fe and Zn concentrations in significant quantities.

3. Onsite Paved Area (Public Drop Off / Recycling Area)

The Facility is paved with the exception of the perimeter berm and western gravel access next to the Transfer Station building as shown on Exhibit 1. The paving includes asphalt with concrete valley gutters and concrete aprons next to the building exits. Asphalt paving, through vehicular use and degradation, will wear at the top of the paving and create an uneven surface that allows fines to be collected. During rotary sweeping activities, the larger materials on the surface are removed; however, the fines in the uneven paved surface remain. For storm water purposes, the fines can have a substantial impact related to contact time, surface area, and quality of the runoff.

To minimize the collection of fines at the paved surface, L&A has identified primary areas at the facility for seal-coating, which are labeled P1 thru P7 as shown on Exhibit 2. Additionally, the gravel

\(^2\) Stormwater Pollution Prevention Plan, Recology Humboldt County, October 2016, Golder & Associates.
access area west of the Transfer Station building could be paved to minimize sediment transport and mud from truck and equipment traffic in that area.

4. Transfer Station Trackout

Operations at the facility (with the exception of the green-waste area) include loading and unloading activities either under cover or within buildings. Typically, the operations within the buildings are not considered likely as a potential pollutant source for storm water. A component of the normal facility operations is to receive waste from commercial haul trucks inside the Transfer Station building on a concrete tipping floor. Trucks with waste deliveries are unloaded and then exit the western portion of the transfer station to West Hawthorne Street, crossing a trench drain between inlets W.DI-10 and W.DI-11 (refer to Exhibit 1). During wet weather, inbound commercial trucks tend to bring in wetter municipal waste. Residues from the materials on the tipping floor can adhere to truck tires as they exit the building. The trackout of the residuals has been observed by the Facility personnel and is considered a potential contributor to the elevated parameters reported for the West drainage shed.

BMPs to minimize the trackout from the Transfer Station include: 1) Back-blading the transfer station floor with the front-end loader to decrease accumulated residuals on the tipping floor; and 2) proposed installation of rumble plate or a trackout control mat.\(^3\) Back-blading frequency would vary depending on accumulated residuals and could be multiple times per shift. The intent of the back-blading is to reduce the amount (thickness) of residuals on the tipping floor within 50 feet of the exit door. The rumble plate and trackout control mat would be installed near the exit door, within the building, and would need to be manually cleaned on a periodic basis, potentially daily depending on residual accumulation. Cleaning would include blowing materials out of pockets within the mat in the dry season and lifting the mat (with onsite equipment) to dislodge accumulated materials, as needed, and collecting those materials inside.

Discussion

The facility has five contributing drainage areas as shown on Exhibit 1. Three of the drainage sheds are onsite and identified as West (W), Southwest (SW) and Southeast (SE). The remaining two include run-on from the Recology facility (to the SE shed) and run-on from West Hawthorne Street (to the SW and W sheds). Each of the onsite drainage sheds are largely paved. In all of the on-site drainage areas, limited size trench drains and inlets (less than 24” square and less than 24” in depth) make drain inserts and cartridge filters impractical to implement. Due to shallow groundwater, the existing inlets are impractical to deepen. Source control at the paved surface and surface filtration

\(^3\) [https://rubberform.com/products/trackout-control-mat/](https://rubberform.com/products/trackout-control-mat/)
BMPs (wattles) have proven visually effective, however, more robust filtration is needed to address the fines and filterable portion of the storm water to reduce total metals concentrations.

The recommendations listed hereon are separated into four categories, including:

1. General and Source Control BMPs
2. Additional Paving BMPs
3. Oil & Grease Containment BMPs, and
4. Filtration BMPs.

1. **General and Source Control BMPs**

To further improve pollutant capture and minimization of pollutants in the storm water system, the following general and source control BMPs are recommended:

- On-going employee training on source control, including source-control management within the buildings, bins, and covered structures (Household Hazardous Waste (HHW), Recycling and transfer station buildings) to avoid materials transporting to exterior areas.
- Increase sweeping in all paved areas. This includes using blowers, hand-sweeping or small vacuums around bins and non-travelled areas in coordination with scheduled vacuum sweeping of the accessible paved areas.
- As part of ongoing weekly inspections, include review of forecasted precipitation events (Section 4.2 of the SWPPP).
  
  
  When 0.25” or more precipitation is forecast, include pre-storm activities, including:
  
  - Identify heavily used areas, including around the green waste, public drop off, baler, container/haul-truck parking area, and commercial truck route ingress and egress at the transfer station building for hand-sweeping and removal of collected debris.
  - Schedule removal of accumulated sediments within inlets, trench drains, and drainage conveyance structures as needed.
- Seal-coat paved areas with the most frequent use (areas P3, P4, and P6 as shown on **Exhibit 2**).
- Seal-coat the remaining paved areas (P1, P2, P5, and P7 as shown on **Exhibit 2**).
- Re-paving West Hawthorne Street (by City of Eureka), interim maintenance and repairs are scheduled for September 2018, with complete rehabilitation planned between 2020/2021.
- Add an in-line valve to the trench drain to allow isolation and containment of oils from the HHW building and public drop-off areas.
2. Additional Paving BMPs

The gravel access area west of the Transfer Station building has been observed to contain dirt and mud. The two drop inlets in this area, S-DI.33 and S-DI.34 were covered and sealed in 2017 and it is understood from facility staff that the inlets at least partially filled with sediment. Runoff that does not infiltrate in this area flows overland to S-DI.30 and continues to the S-OWS location. While there is an unknown amount of infiltration in this area, the gravel access conditions observed in the 2017/18 wet weather season suggest the subgrade is failing with soil pumping and rutting in excess of 12 inches in depth. Due to the high sediment loading from this area and shallow groundwater, it is recommended that the gravel area be paved as shown on Exhibit 2. Prior to paving, the soft subgrade should be addressed.

3. Oil & Grease Containment BMPs

The existing structures labeled as “oil-water separators” on Exhibit 1, including S-OWS and W-OWS, do not work as planned as they lack a high-level baffle wall to separate oil and grease, and basically function only as grit separators. The primary pollutants, as indicated earlier, are filterable and will be more effectively separated with a vortex, chambered, or enhanced separator such as the Clara® gravity separator (Stormwater Rx®) or a Jensen® Sand-oil interceptor, both of which allow for grit and particulate separation in addition to providing a capture for floating oils and residuals. Due to shallow groundwater, specific consideration for buoyancy will need to be included in the design of the selected structure and excavation.

4. Filtration BMPs

Despite the BMPs indicated above, the total metals concentrations in the storm water are and are likely to remain above NALs and require further filtration, including active filtration by means of a pump and gravity flow system, generally consisting of:

1. Runoff collection in a basin near the downstream end of the existing conveyance systems (e.g. OWS-W and OWS-S) and installation of a pump(s) or gravity drain(s) to the filtration point, were appropriate.
2. Pump collected runoff to the filtration unit.
3. Conveyance of filtered runoff to the outfall location.

Pumping will require a vault, or similar storage structure, combined with an appropriately sized pump to accommodate a design storm event, and provide overflow capacity for storms that exceed the design storm. Installation of a new separator, as indicated above, can provide storage for pumping purposes, however would require a pump design to accommodate frequent on/off operations. For the S-OWS location, a specific vault may need to be sized and installed prior to an above-ground
separator (to act as a pre-filter), followed by filtration through either a dewatering bag/tube, or filtration through a gravity-flow media filled unit.

**Design Basis**

The IGP requires treatment BMPs to be designed as either a flow-based BMP or volume-based BMP. Both options utilize an 85th percentile storm event. The Regional Water Quality Control Board (RWQCB) has an online calculator that establishes the intensity for the 85th percentile event based on geographic locations. For Eureka, the 85th percentile event rainfall intensity is 0.65 inches/hour as shown below on **Table 3**. The overall flow-based volume, which is used in selection of filtration BMPs for the entire site, is estimated to be 109 gallons-per-minute (gpm).

**Table 3 – Flow Based BMP Calculations**

<table>
<thead>
<tr>
<th>Drainage Area</th>
<th>Drainage Area (acres)</th>
<th>85th % Intensity (in/hr)</th>
<th>85th x 2</th>
<th>Volume (cf)</th>
<th>Treatment (gpd)</th>
<th>Treatment (gpm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recology (Run-on)</td>
<td>0.50</td>
<td>0.65</td>
<td>1.3</td>
<td>2,360</td>
<td>17,649</td>
<td>12</td>
</tr>
<tr>
<td>West (W)</td>
<td>1.06</td>
<td>0.65</td>
<td>1.3</td>
<td>4,988</td>
<td>37,310</td>
<td>26</td>
</tr>
<tr>
<td>Southwest (SW)</td>
<td>2.26</td>
<td>0.65</td>
<td>1.3</td>
<td>10,665</td>
<td>79,774</td>
<td>55</td>
</tr>
<tr>
<td>Southeast (SE)</td>
<td>0.65</td>
<td>0.65</td>
<td>1.3</td>
<td>3,067</td>
<td>22,944</td>
<td>16</td>
</tr>
<tr>
<td><strong>Flow Based Volume, per day</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>157,677</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: ¹ Reflects name shown Exhibit 1

Three filtration options are identified on **Table 4** on the following page. All components of the Filtration BMP, including the pump, pre-filter or clarifier, dewatering bag/tube or media filled unit, must be designed and sized according to the IGP (Section X.H.6) as either a volume-based BMP or flow-based BMP. **Table 3** reflects the treatment design flow rates (gpm) used to determine filtration option sizing. **Table 4** uses the design flow rate and indicates specific product examples that may accommodate the flows.

The filtration options are identified as options A, B, and C. Each option includes both a pre-filtration and filtration component. Pre-filtration is generally unchanged between the options and is employed to settle and clarify the initial runoff. The filtration component ranges from dewatering bags to media-filtration units as further described.
Table 4 – Filtration BMP Options

<table>
<thead>
<tr>
<th>Option ID</th>
<th>Outfall</th>
<th>Pre-Filter / Clarifier</th>
<th>Filtration Type / Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A (2 outfalls)</td>
<td>W-OWS</td>
<td>Clara 25 Gravity Separator, or Precast 1,500-Gal Clarifier</td>
<td>Dewatering Bag or Tube</td>
</tr>
<tr>
<td></td>
<td>S-OWS</td>
<td>Clara 25 Gravity Separator, or Precast 3,000-Gal Clarifier</td>
<td>Dewatering Bag or Tube</td>
</tr>
<tr>
<td>Option B (2 outfalls)</td>
<td>W-OWS</td>
<td>Clara 25 Gravity Separator, or Precast 1,500-Gal Clarifier</td>
<td>Aquip 50</td>
</tr>
<tr>
<td></td>
<td>S-OWS</td>
<td>Clara 25 Gravity Separator, or Precast 3,000-Gal Clarifier</td>
<td>Aquip 80</td>
</tr>
<tr>
<td>Option C (1 outfall)</td>
<td>W-OWS</td>
<td>Clara 25 Gravity Separator, or Precast 1,500-Gal Clarifier</td>
<td>n/a – pipe to SW drainage shed</td>
</tr>
<tr>
<td></td>
<td>S-OWS</td>
<td>Clara 70 Gravity Separator, or Precast 3,000-Gal Clarifier</td>
<td>Aquip 80</td>
</tr>
</tbody>
</table>

Notes:
1. Each of the pre-filter and clarifier units, if placed in the ground, include a chamber that can accommodate a pump.
2. The Clara® and Aquip® units manufactured by Stormwater Rx®.
3. Clarifier indicated is based on a Jensen® precast unit or equivalent.
4. Dewatering bags and dewatering by Taurus or equivalent.

Option A is shown on Exhibit 3A, generally consists of replacing two existing drop inlets located prior to each outfall with an in-line new separator, installing a pump, and pumping to an aboveground dewatering bag with return flow to the respective discharge location. Electrical will be required at the westerly outfall pump location, and an existing parking space will be lost to accommodate a dewatering bag. This option maintains ongoing use of the existing two discharge locations for the facility and can be implemented within existing parking and paved areas.

Option B adds onto Option A and uses a media filtration unit in lieu of the dewatering bag. The media filtration units referenced is approximately 7’ x 16’ in size and would receive flow from the installed pump and then gravity flow back to the discharge point. This option maintains ongoing use of the existing two discharge locations for the facility. For the S-OWS outfall, this portion of Option B can be implemented within the existing paved space. However, at the W-OWS location, useable space is limited and an above-ground media-filtration unit will require loss of an additional parking space. This, along with the relative high cost of filtration units for two discharge locations, makes this option the most costly of the three presented, and is not recommended.

Option C, includes re-routing the storm water from the W-DI.10 inlet, within the West drainage area, to the S-DI.31 inlet, located in the SW drainage area as shown on Exhibit 3C. This allows the westerly discharge point to be eliminated and discontinued and allows for a single filtration system to treat runoff for the entire facility. The elimination of a discharge location has the benefit of reduced sampling, reduced exposure to Palco Marsh, and provides minimal disturbance to daily activities near the exit of the Transfer Station building. This option is anticipated to provide the highest level of stormwater filtration of the three options identified and maintains ongoing use of a single discharge location to the south. This is the recommended and preferred alternative.
Attachment B includes sample brochures for potential filtration equipment. For example, the physical size of either the gravity separator or clarifier would be approximately 8-feet wide by 13-feet long and 6- to 8-feet tall. The Aquip 80 enhanced media filtration unit is a metal container with footprint of approximately 7 feet by 16 feet and can be expanded in the future if necessary. While dewatering bag sizes vary, for this application it is estimated that a 10-foot by 20-foot woven geotextile bag would be implemented.

A detailed engineer’s cost estimate is shown for Options A, B, and C as attached to this report and summarized below. Two alternate cost estimate items are also shown, including: 1) D. Alt#1 to use a (Stormwater Rx) Clara 25 unit in lieu of a Jensen precast (or equal) pre-filtration structure; and 2) D. Alt #2 to use dewatering bags in lieu of the media-filled filtration unit for Option C only. The first alternate is the manufacturer recommended product, although the function of the unit appears similar to the more cost-effective precast unit estimated. The 2nd alternate is projected to be a short-term solution in the event these improvements require phasing for installation.

Table 5 – Summary of Engineers Cost Estimate

<table>
<thead>
<tr>
<th></th>
<th>Option A</th>
<th>Option B</th>
<th>Option C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Trackout mat</td>
<td>$6,440</td>
<td>$6,440</td>
<td>$6,440</td>
</tr>
<tr>
<td>2. Slurry seal of pavement</td>
<td>$27,660</td>
<td>$27,660</td>
<td>$27,660</td>
</tr>
<tr>
<td>3. (With Opt A &amp; B) Paving western area</td>
<td>$84,129</td>
<td>$84,129</td>
<td>n/a</td>
</tr>
<tr>
<td>3. (With Opt C) Paving western area and re-route storm drains</td>
<td>n/a</td>
<td>n/a</td>
<td>$141,153</td>
</tr>
<tr>
<td>4. Grit Separator and Filtration BMPs</td>
<td>$53,114</td>
<td>$249,159</td>
<td>$163,959</td>
</tr>
<tr>
<td><strong>Subtotal of Items 1, 2, 3, and 4</strong></td>
<td><strong>$171,343</strong></td>
<td><strong>$367,159</strong></td>
<td><strong>$339,213</strong></td>
</tr>
</tbody>
</table>

Alternate 4.#1: Add Clara 25 in lieu of precast clarifier | $219,344 | $415,339 | $387,213 |
Alternate 4.#2: Add dewatering bag in lieu of Aquip | n/a | $318,339 | $270,213 |

Option B is not recommended due to highest cost, limited space, and two discharge locations. **Option C (with no alternate) is the preferred improvement** recommended for this facility utilizing a single discharge location and filtration system.
Finalizing Design, Bidding, and Installation

L&A Suggests dividing the work described herein into the following categories for design and bidding. Cost shown is an engineer’s estimate of construction cost only and does not reflect a contract for services or installation.

1. Purchase Rumble Mats $6,440.00

L&A assumes that these could be obtained via conventional purchasing practices.

2. Slurry Sealing and other Easily Accomplished Work $27,660.60

L&A would prepare a map showing the locations to be slurry sealed and any striping that would be the preference of the HWMA. Because this is a relatively low-cost task, we assume that informal bidding would be performed. In the event formal bidding is required, contract documents would be prepared accordingly.

3. Repair Gravel Area west of Transfer Station Building $84,129.00

L&A recommends retaining a local geotechnical firm to evaluate the failing subgrade and recommend the structural thickness for that area. L&A will provide the anticipated truck trips and suggest Traffic Index for that location, a will provide a written background and scope for the geotechnical consultant. Once the geotechnical provides the design pavement/subgrade section, L&A will develop bid documents. The plans would include a grading plan with elevations in the repair area and the limits of repair and a copy of the recommended repair section. The repair work is different than the other tasks and would be bid separately once the design section is developed.

4. Filtration BMP Cost Depends upon Option A or C

L&A assumes that the Filtration BMP would require the following steps:

   a. Prepare a design a technical memorandum describing the design-storm calculation, sum and pump design criteria, and treatment unit size selection criteria.

   b. Provide a copy of the memo to the Regional Water Quality Control Board as part of the Level 2 Action Plan.

   c. Develop final plans and bid documents. Based on cost, this item will require formal bidding.
A preliminary cost estimate for the conceptual layout and improvements discussed above, is attached in Attachment A and will be refined through the design process as changes or more precise design parameters are developed. Please feel free to contact me at dbrown@lwnrc.com or by phone at 530-275-4800 if you have any questions or comments on the attached.

Sincerely,

David Brown, P.E.
Senior Civil Engineer

Attached: Exhibit 1 - Drainage Shed Map - Existing Conditions
         Exhibit 2 - Paving & Sealcoat Plan
         Exhibit 3A - Conceptual Stormwater Improvements – Option A
         Exhibit 3C - Conceptual Stormwater Improvements – Option C
         Exhibit 4 – Example Filtration Flow Diagram
         Attachment A - Engineer’s Estimate – Options A, B, and C
         Attachment B - Product information
Staff Report

DATE: August 31, 2018 For Meeting of: September 13, 2018

FROM: Jill Duffy, Executive Director

SUBJECT: Item 6) Executive Director Report for August 2018

Special HWMA Board Meeting
A special meeting of the HWMA Board was held Weds. August 1 to approve the revised recycling processing rates. Following adoption, the member agencies were provided a copy of the approved resolution so they could each present the revised rate adjustment to their respective councils and board of supervisors.

Recycling Agreement & Support Activities
Finalized agreement distribution, notification to participating agencies and responded to requests for information. The resolution approved at the August 1st meeting with the revised rates was circulated to member agencies so they could move forward with necessary franchise rate amendment(s) and public meetings.

<table>
<thead>
<tr>
<th>City</th>
<th>Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Arcata</td>
<td>September 5, 2018</td>
<td>First Hearing Scheduled</td>
</tr>
<tr>
<td>City of Blue Lake</td>
<td>August 28, 2018</td>
<td>Approved</td>
</tr>
<tr>
<td>City of Eureka</td>
<td>September 4, 2018</td>
<td>Study Session with Council Council Meeting Pending</td>
</tr>
<tr>
<td>City of Ferndale</td>
<td>August 29, 2018</td>
<td>Approved</td>
</tr>
<tr>
<td>City of Rio Dell</td>
<td>August 21, 2018</td>
<td>Approved</td>
</tr>
<tr>
<td>County of Humboldt</td>
<td>September 25, 2018</td>
<td>Board Meeting Pending</td>
</tr>
</tbody>
</table>

Following the agreement approval, I developed a master “Recycle Right, Recycle Smart” brochure which was distributed to each participating agency for review and customization. A final customized brochure was distributed to Arcata, Blue Lake, Ferndale, County of Humboldt and Rio Dell on Friday, August 24th. Additionally, I prepared draft brochures for use by Humboldt Sanitation and the city of Fortuna which contains the uniform language and graphics. These brochures will also be translated into Spanish, and distributed to participating agencies.

Linda Wise, Recology and I provided an interview on recycling activities with KIEM News which aired Friday, August 17th.

Provided courtesy reminder to the City of Eureka and County of Humboldt that the last day franchise recycling trucks will be able to deliver curbside collected recyclable materials to HWMA’s Hawthorne Street Transfer Station will be Wednesday, September 5, 2018. As a
participating agency to the HWMA Recycling Memorandum of Understanding, the County and the City of Eureka each needs to notify their franchise haulers to direct recyclable materials to the Samoa Resource Recovery Center starting September 6, 2018. The other participating agency franchise haulers are already directing recyclables to the Samoa facility.

Prepared for transition of final recyclables hauling by Solid Wastes of Willits on September 5th, removal of the trailer and tractor from HWMA’s Transfer Station.

Preparing for necessary operational changes at HWMA for the receipt and charging of mixed stream recyclables. Specified source-separated materials will continue to be accepted at the Eureka Recycling Center at no-charge, however mixed-stream (also referred to as ‘single-stream’) materials will be required to go over the Transfer Station Scales, and charged for the weight disposed ($2.00 minimum up to 50 pounds). This will go into effect October 1, 2018, and we will be providing public notification at the facility over the next month.

Administrative Activities

• Five employees (ED, Directors and the Scale-House Supervisor) attended a Sexual Harassment Training sponsored by the California Special District Association at the McKinleyville Community Services District on August 6th.

• Evaluate green waste transportation proposals for consideration by the Board at either the September or October meeting.

• Finalized draft construction bid document for the HHW Floor Repair and Rehabilitation project, scheduled to be heard at the September 13th board meeting.

• Prepared the draft “Glass Hauling Agreement” between HWMA and Humboldt Sanitation. This document is under review by Humboldt Sanitation and will be presented to the Board at the October meeting.

• Prepared the draft “Scrap Metal Collection and Purchase Agreement between Eel River Disposal/Eel River Transportation and Salvage and HWMA” to ensure reliable transportation for reuse and recycling of scrap metal received at HWMA’s Transfer Station. This document is under review by ERD and is expected to come to the Board at the October meeting.

• Submitted letter of interest regarding the Chamber of Commerce parcel to the City Manager on July 18th, and attended August 21st public hearing of the Eureka City Council regarding this matter.

• The master storm drainage memorandum was developed through July – August, and the draft was submitted to Humboldt Bay Keeper on August 23rd for a 20-day review and comment in accordance with the settlement agreement. This item is scheduled for consideration to the HWMA Board at the September Board meeting.

• Entered into the annual service agreement with HSU for the receipt and disposal of solid wastes on August 28th.
• Assisted the City in costs for interim improvements to West Hawthorne Street. The Hawthorne Street Rehabilitation Project was initially identified in 2008 and scheduled for repairs in fiscal year 2018/19, however project funding was reprioritized by the California Transportation Commission until 2020-21. City staff has been diligent in their attempts to maintain the roadway by regularly repairing potholes, but with traffic volumes of over 130,000 vehicles annually entering into our facility, these are short-term fixes at best. These vehicles include franchise packer trucks, bin trucks, semi-trucks & trailers, passenger trucks and trailers. All the while, Hawthorne Street continues to degrade and road base is exposed.

The current poor condition of West Hawthorne Street combined with precipitation events, creates sediment and mud at the frontage of our facility where it is then tracked in by in-bound traffic. As a result, our Best Management Practices infrastructure is regularly inundated with grit and sediment during storm events.

The proposed improvements will enable reconstruction of approximately 300’ section of Hawthorne Street by replacing broken asphalt and exposed aggregate base, and include curb installation to direct stormwater runoff. This will result in a new driving surface what will minimize sediment and mud from entering our facility.

• Staff is developing a revised “Records Retention Policy” that will be presented to the Board at an upcoming Board meeting.

• Staff completed an update of the “Blood Borne Pathogens Plan”, and finalizing the update of the “Hazards Communication Plan”

• Circulated the draft 5-year CIWMP to city/county representatives with a request to review and update information for submittal to CalRecycle. This report was originally due in 2017, however only one entity (of eight) replied and the Solid Waste Local Task Force was unable to convene due to lack of quorum. HWMA staff have reinitiated the effort so the item may be considered at an upcoming Solid Waste Local Task Force meeting.

Timber Harvesting Activities
Commenced the first week of June to wet conditions and was suspended until mid-August when activity resumed once the general working area dried out on the advice of the forester.

Cummings Road Landfill Flare Upgrade Bid Status
The proposed Landfill-Gas Flare Upgrade Project will modernize the controls for the John Zink Model ZTOF Landfill-Gas Combustion Flare at Cummings Road Landfill. A site visit by the selected contractor was performed August 8, 2019, and the contractor will return to complete the project by October 30, 2018. The upgrade will include 1) modernizing the controls and data recording, 2) adding telemetry for remote monitoring, and 3) adding a timer for discontinuous operation.
Auditor Services for FY 2017-18
Staff is preparing for the FY 2017-18 financial audit, scheduled to commence in late September 2018.

Facilities Planning
Staff is continuing meetings with Lawrence and Associates to discuss general objectives of facility master planning, which includes modifications to improve stormwater discharge, traffic circulation, employee and public safety, space utilization, and flexibility for future diversion opportunities.
Staff Report

DATE: September 4, 2018 For Meeting of: September 13, 2018

FROM: Jill Duffy, Executive Director

SUBJECT: Item 6a)

Executive Director Report for August 2018 – Legislative Bills of Interest

The California Legislature spent the final week of the 2017-18 session passing six pieces of legislation pertaining to plastics pollution to Governor Brown for signature or veto by September 30th, and three pieces of legislation that the Governor has approved.

SB 452 (Glaser) “Bottle Bill Fix” will provide short-term increased payment to recycling centers under the California Beverage Containers Recycling Program, provide financial assistance for new recycling facilities to increase opportunities for consumers to redeem their CRV bottles and cans, and reinstate California’s Plastic Market Development Program to support in-state processing of recyclables. This bill, in part, was driven by the loss of over 1,000 recycling centers in CA and will place requirements on large retailers to establish recycling redemption centers to serve residents.

SB 1335 (Allen) “Sustainable Food Packaging”. Requests all state properties to provide only recyclable and compostable food packaging materials. Products not readily recyclable would be prohibited from dispersal.

AB 1884 (Calderon) “Straws Upon Request” In an effort to reduce the amount of single-use plastics that Californians consume on a daily basis, this bill would require sit-down restaurants to forego the automatic distribution of straws, and provide straws only upon request. This will not apply to fast-food or take-out operators.

AB 298 (Berman) “Tire Recycling Incentive Program”. This bill would create the Tire Recycling Incentive Program to help expand the state’s tire recycling infrastructure to reduce greenhouse gases, create jobs and economic opportunity, and cut the statewide and locals costs associated with tire pile clean up and illegally dumped tires.

SB 1422 (Portantino) “Testing Drinking Water for Microplastics”. This bill will require annual testing for the presence of microplastics in drinking water and the public disclosure of test results.
SB 1263 (Portantino) “Statewide Microplastics Strategy”. This bill would require the Ocean Protection Council to adopt and implement a statewide microplastics strategy to address microplastics in drinking water, marine environment and within marine organisms.

Signed into Law

SB 458 (Wiener) “Mobile Recycling Centers” authorized the creation of five pilot project bottle recycling centers across the state. Until 2022, these centers will bring beverage container recycling services to areas that currently have little to no ability to redeem their deposits paid on beverage containers. CalRecycle is in the process of drafting regulations related to the implementation of this temporary program.

AB 1158 (Chu) “Carpet Recycling”. This will increase carpet recycling by 50% in tow years by requiring a carpet stewardship plan to achieve a 24% recycling rate for postconsumer carpet by January 1, 2020, and authorize CalRecycle to set future recycling benchmarks. This bill would require that carpets purchased by the State includes a minimum amount of recycled carpet material.

AB 1219 (Eggman) The “CA Good Samaritan Food Donation Act” will strengthen laws which protect food donors in order to maximize food donations. Specifically to facilitate those businesses such as restaurants, retailers and other businesses that could be diverting food materials to those who need it.