Agenda
Thursday, April 12, 2018 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 March 8, 2018 HWMA Board of Directors Meeting.
   b. Receive February Fiscal Year 2017-18 Financials
   c. Approve the Eel River Recology Fortuna Transfer Station Loading Agreement
   d. Approve the Cummings Road Landfill – Landfill Gas Flare Upgrade 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. Present Draft FY 2018-19 Budget; Provide Direction As Appropriate

5. Board Member Reports

6. Executive Director’s Report

7. Closed Session: None

8. Adjourn
Minutes
Thursday, March 8, 2017 5:30 PM
Eureka City Council Chambers
531 K Street, Eureka, CA

Present: Frank Wilson, Heidi Messner, Michael Sweeney, Sofia Pereira, Summer Daugherty
Absent: Rex Bohn
Staff: Jill Duffy, Tyler Egerer
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM
Chairwoman Pereira called the meeting to order at 5:32 p.m. A quorum was present and acting.

2. Consent Calendar
a. Approve Minutes from the February 8, 2018 HWMA Board of Directors Meeting.
   Chairwoman Pereira continued Item 2c) to the April 12th Board Meeting.
b. Receive January Fiscal Year 2017-18 Financials
   Chairwoman Pereira opened the floor to public comment regarding the consent calendar. No comment was received.
c. Approve the Fortuna Loading Agreement
   Chairwoman Pereira closed the floor to public comment.
d. Declare Fleet Vehicle Surplus Property and Provide Direction for Replacement
   Motion: Director Wilson Moved and Director Sweeney Seconded the motion to approve the Consent Calendar.
   Action: Approve the Motion as made by Director Wilson and seconded by Director Sweeney by the following vote:
   Ayes: Pereira, Daugherty, Wilson, Sweeney, and Messner
   Nays: None
   Absent: Bohn

3. Oral and Written Communications
Chairwoman Pereira opened the floor to public comment on items not on the Agenda. Comments were received from the following:
   Linda Wise, General Manager, Recology of Humboldt, regarding the upcoming open house for the Recology facility in Samoa on March 16, 2018 at 2:00 p.m.
Chairwoman Pereira closed the floor to public comment.
4. **Consider and Approve Proclamation Recognizing Brent S. Whitener, Director of Operations and Facilities Management, For His Years of Service.**

Chairwoman Pereira read the Proclamation into the record.

Chairwoman Pereira opened the floor to public comment regarding Brent Whitener. Comment was received from the following:

   Linda Wise, General Manager, Recology of Humboldt, offering the appreciation of Recology of Humboldt and thanking Mr. Whitener for his years of service.

Chairwoman Pereira closed the floor to public comment.

**Motion:** Director Daugherty Moved and Director Messner Seconded the motion to approve the Consent Calendar.

**Action:** Approve the Motion as made by Director Daugherty and seconded by Director Messner by the following vote:

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

Nays: None

Absent: Bohn

5. **Consider Approval of the Regional Curbside Recycling Request for Proposals, and Draft Agreement.**

Executive Director Duffy provided a brief presentation on the next steps for the regional recycling RFP.

Chairwoman Pereira opened the floor to public comment regarding the regional curbside recycling RFP. No comment was received.

Chairwoman Pereira closed the floor to public comment.

**Motion:** Director Messner Moved and Director Daugherty Seconded the motion to approve the Consent Calendar.

**Action:** Approve the Motion as made by Director Messner and seconded by Director Daugherty by the following vote:

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

Nays: None

Absent: Bohn

6. **Direction to Conduct Timber Harvesting Activities on Authority’s Forest Properties**

The Board discussed the proposed timber harvesting activities with Executive Director Duffy and members of James Able Forestry, the Authority’s forest property management consultants.

Chairwoman Pereira opened the floor to public comment regarding timber harvesting activities. No comment was received.

Chairwoman Pereira closed the floor to public comment.

**Motion:** Director Wilson Moved and Director Messner Seconded the motion to approve the Consent Calendar.

**Action:** Approve the Motion as made by Director Wilson and seconded by Director Messner by the following vote:

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

Nays: None

Absent: Bohn
7. **Board Member Reports**
    Reports were received from the following directors:
    - **Director Daugherty**, regarding the approaching opening of nonstop flights to Los Angeles from the Arcata/Eureka Airport.

8. **Executive Director’s Report**
    Executive Director Duffy delivered an oral report on ongoing hiring, administrative, and event activities related to Authority operations.

9. **Closed Session: None**

10. **Adjourn**
    Chairwoman Pereira adjourned the meeting at 6:36 p.m.
    **Next Meeting:** April 12, 2018 at 5:30 p.m. at Eureka City Hall Council Chambers.
Staff Report

DATE: April 12, 2018

FROM: Tyler Egerer, Director of Finance and Administrative Services

SUBJECT: Item 2b) Receive February 2018 Financial Reports

RECOMMENDED ACTION: Review and Approve February 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 2/28/2018 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) Revenue and expense figures have better aligned with budgeted estimates following implementation of mid-year budget adjustments;

b) Annual payments for permitting expenses, depreciation of capital assets, and other large, one-time expenses have mostly been recorded and better reflect the true annual cost of Authority operations;

c) 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.

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: $1,504,912.52
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 February 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 February 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 continues 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 will be offset by similarly increased hauling and processing costs as the Authority moves 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 February are also above budget projections. Total Expenses are approximately 5% 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 significant improvements in employee and operational safety have greatly reduced the number of new incidents at all facilities.

Based on the above factors, and 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 February. These disbursements are comprised primarily of day-to-day costs, representing approximately $399,000 in transportation and disposal costs, $25,000 in consulting and engineering costs for ongoing projects, and approximately $84,000 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, February 2018
- B) Authority Statement of Operations, February 2018
- C) Activity Report, February 2018
- D) Cash Disbursements, February 2018
# Attachment A
## Humboldt Waste Management Authority
### Statement of Net Position
#### For the Eight Months Ending 2/28/2018

<table>
<thead>
<tr>
<th></th>
<th>2/28/2018</th>
<th>6/30/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS AND DEFERRED OUTFLOWS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Investments</td>
<td>$4,439,595</td>
<td>$4,061,179</td>
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<tr>
<td>Accounts Receivable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer (Net of Doubtful Accounts)</td>
<td>767,126</td>
<td>873,702</td>
</tr>
<tr>
<td>Deposits</td>
<td>19,500</td>
<td>19,500</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>$5,226,221</td>
<td>$4,954,381</td>
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<tr>
<td><strong>Noncurrent Assets:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property, Plant and Equipment, Net</td>
<td>4,697,694</td>
<td>5,025,540</td>
</tr>
<tr>
<td>Waste Authority Contract</td>
<td>221,171</td>
<td>221,171</td>
</tr>
<tr>
<td><strong>Total Noncurrent Assets</strong></td>
<td>$4,918,865</td>
<td>$5,246,711</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$10,145,086</td>
<td>$10,201,092</td>
</tr>
<tr>
<td><strong>Deferred Outflows:</strong> Pension Plan</td>
<td>435,580</td>
<td>435,580</td>
</tr>
<tr>
<td><strong>Total Assets and Deferred Outflows</strong></td>
<td>$10,580,666</td>
<td>$10,636,672</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2/28/2018</th>
<th>6/30/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIABILITIES, DEFERRED INFLOWS AND NET POSITION(DEFICIT)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable and Accrued Liabilities</td>
<td>367,657</td>
<td>841,272</td>
</tr>
<tr>
<td>Accrued Payroll</td>
<td>227,238</td>
<td>133,399</td>
</tr>
<tr>
<td>Customer Deposits</td>
<td>2,350</td>
<td>2,350</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>$597,245</td>
<td>$977,021</td>
</tr>
<tr>
<td><strong>Noncurrent Liabilities</strong></td>
<td></td>
<td></td>
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<tr>
<td>Long-term Debt Due After One Year</td>
<td>3,726,491</td>
<td>4,161,808</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>476,183</td>
<td>476,183</td>
</tr>
<tr>
<td>Estimated Closure and Post-Closure Care Costs</td>
<td>7,353,845</td>
<td>7,353,845</td>
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<tr>
<td><strong>Total Noncurrent Liabilities</strong></td>
<td>$11,556,519</td>
<td>$11,991,836</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$12,153,764</td>
<td>$12,968,857</td>
</tr>
<tr>
<td>Deferred Inflows: Pension Plan</td>
<td>109,711</td>
<td>109,711</td>
</tr>
<tr>
<td>Deferred Inflows: Unavailable Revenue</td>
<td>39,305</td>
<td>39,305</td>
</tr>
<tr>
<td><strong>Total Liabilities and Deferred Inflows</strong></td>
<td>$12,302,780</td>
<td>$13,117,873</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2/28/2018</th>
<th>6/30/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET POSITION (DEFICIT)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Investment in Capital Assets</td>
<td>1,192,374</td>
<td>1,084,903</td>
</tr>
<tr>
<td>Unrestricted (Deficit)</td>
<td>(3,673,575)</td>
<td>(6,034,938)</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>$759,087</td>
<td>$2,468,834</td>
</tr>
<tr>
<td><strong>Total Liabilities, Deferred Inflows and Net Position</strong></td>
<td>$10,580,666</td>
<td>$10,636,672</td>
</tr>
</tbody>
</table>
## Humboldt Waste Management Authority

**Statement of Revenues, Expenses, and Changes in Net Position**

**For the Eight Months Ending 2/28/2018**

<table>
<thead>
<tr>
<th>OPERATING REVENUES:</th>
<th>Actual</th>
<th>Budget</th>
<th>$ Var</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Waste Management Fees</td>
<td>6,397,240</td>
<td>6,297,512</td>
<td>99,728</td>
<td>1.58%</td>
</tr>
<tr>
<td>Less: Pass-Through Fees</td>
<td>336,908</td>
<td>583,897</td>
<td>(246,989)</td>
<td>(42.3%)</td>
</tr>
<tr>
<td>Net Waste Management Fees</td>
<td>6,060,332</td>
<td>5,713,615</td>
<td>346,717</td>
<td>6.07%</td>
</tr>
<tr>
<td>Green Waste Fees</td>
<td>245,893</td>
<td>254,022</td>
<td>(8,129)</td>
<td>(3.2%)</td>
</tr>
<tr>
<td>Other Fees and Charges</td>
<td>(1,295)</td>
<td>0</td>
<td>(1,295)</td>
<td>-</td>
</tr>
<tr>
<td>Other Operating Revenues</td>
<td>1,416,606</td>
<td>1,315,200</td>
<td>101,406</td>
<td>7.71%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>7,721,536</td>
<td>7,282,837</td>
<td>438,699</td>
<td>6.02%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSES:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and Maintenance</td>
<td>4,635,433</td>
<td>3,904,558</td>
<td>730,875</td>
<td>18.72%</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>1,137,447</td>
<td>1,937,671</td>
<td>(800,224)</td>
<td>(41.3%)</td>
</tr>
<tr>
<td>Professional Services</td>
<td>134,129</td>
<td>51,437</td>
<td>82,692</td>
<td>160.76%</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td>422,956</td>
<td>281,918</td>
<td>141,038</td>
<td>50.03%</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>441,821</td>
<td>365,050</td>
<td>76,771</td>
<td>21.03%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>6,882,441</td>
<td>6,540,994</td>
<td>341,447</td>
<td>5.22%</td>
</tr>
<tr>
<td><strong>Operating Income (Loss)</strong></td>
<td>839,095</td>
<td>741,843</td>
<td>97,252</td>
<td>13.11%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NONOPERATING REVENUES (EXPENSES):</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income</td>
<td>80</td>
<td>(62)</td>
<td>142</td>
<td>(229.03%)</td>
</tr>
<tr>
<td>Rental Income (Net of Expenses)</td>
<td>70,099</td>
<td>80,225</td>
<td>(10,126)</td>
<td>(12.62%)</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>19,955</td>
<td>129,327</td>
<td>(109,372)</td>
<td>(84.57%)</td>
</tr>
<tr>
<td>Grant Expense</td>
<td>(130)</td>
<td>(129,327)</td>
<td>129,197</td>
<td>(99.9%)</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>(35,011)</td>
<td>(44,386)</td>
<td>9,375</td>
<td>(21.12%)</td>
</tr>
<tr>
<td><strong>Total Nonoperating Revenues</strong></td>
<td>54,993</td>
<td>35,777</td>
<td>19,216</td>
<td>53.71%</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>894,088</td>
<td>777,620</td>
<td>116,468</td>
<td>14.98%</td>
</tr>
</tbody>
</table>
### Waste Tonnage

<table>
<thead>
<tr>
<th></th>
<th>Tonnage</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
<th>Revenue</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hawthorne</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Franchise</td>
<td>29,442</td>
<td>25,960</td>
<td>113.4%</td>
<td>$3,792,908</td>
<td>$3,349,382</td>
<td>113.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self Haul</td>
<td>13,194</td>
<td>9,991</td>
<td>132.1%</td>
<td>$2,102,466</td>
<td>$1,601,311</td>
<td>131.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>42,636</td>
<td>35,951</td>
<td>118.6%</td>
<td>$5,895,374</td>
<td>$4,950,693</td>
<td>119.1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humboldt Sanitation</td>
<td>3,430</td>
<td>3,862</td>
<td>88.8%</td>
<td>$338,095</td>
<td>$366,822</td>
<td>92.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERD</td>
<td>2,703</td>
<td>5,917</td>
<td>45.7%</td>
<td>$264,022</td>
<td>$578,026</td>
<td>45.7%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL.</strong></td>
<td>48,768</td>
<td>45,730</td>
<td>106.6%</td>
<td>$6,497,491</td>
<td>$5,895,541</td>
<td>110.2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Greenwaste</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>2,431</td>
<td>2,574</td>
<td>94.4%</td>
<td>$181,458</td>
<td>$196,379</td>
<td>92.4%</td>
<td></td>
<td></td>
</tr>
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</table>

### Household Hazardous Waste

<table>
<thead>
<tr>
<th></th>
<th>Customers</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
<th>Revenue</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>411</td>
<td>324</td>
<td>126.9%</td>
<td>$53,986.00</td>
<td>$44,325.19</td>
<td>121.8%</td>
<td></td>
<td></td>
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<td>Residential</td>
<td>2,192</td>
<td>2,204</td>
<td>99.5%</td>
<td>$20,291.07</td>
<td>$15,234.93</td>
<td>133.2%</td>
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<td><strong>Fortuna Residential</strong></td>
<td>1</td>
<td>53</td>
<td>1.9%</td>
<td>$60.00</td>
<td>$357.00</td>
<td>16.8%</td>
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<tr>
<td><strong>Revenue from Countywide Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td>$267,193.98</td>
<td>$325,906.71</td>
<td>82.0%</td>
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<td><strong>TOTAL.</strong></td>
<td>2,604</td>
<td>2,581</td>
<td>100.9%</td>
<td>$341,531</td>
<td>$385,824</td>
<td>88.5%</td>
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### Traffic Count

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<th>Average Daily</th>
<th>Year to Date</th>
<th>Prior YTD</th>
<th>% of Prior</th>
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<td>Count FY18</td>
<td>Exceptions</td>
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<td>July</td>
<td>353</td>
<td>None</td>
<td>314</td>
<td>None</td>
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<td>August</td>
<td>338</td>
<td>None</td>
<td>315</td>
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<td>September</td>
<td>340</td>
<td>None</td>
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<tr>
<td>October</td>
<td>360</td>
<td>None</td>
<td>266</td>
<td>None</td>
</tr>
<tr>
<td>November</td>
<td>301</td>
<td>None</td>
<td>287</td>
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<td>December</td>
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<td>January</td>
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<td>February</td>
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<td>March</td>
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<td>May</td>
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<td>June</td>
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<td></td>
<td>344</td>
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<td><strong>Year-to-Date Average</strong></td>
<td>327</td>
<td>None</td>
<td>314</td>
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## Attachment D
### February 2018
#### Disbursements

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<tr>
<th>Paid To</th>
<th>Amount</th>
<th>Paid To</th>
<th>Amount</th>
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<tr>
<td>101Netlink</td>
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<td>Nancy Diamond</td>
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<td>Accent Wire-Tie</td>
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<td>Advanced Superior Alarms</td>
<td>$4,799.65</td>
<td>New Directions Environmental M</td>
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<td>Advantage Financial Services</td>
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<td>Airgas USA LLC West Division</td>
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<td>Ambrosini &amp; Sons Electric, Inc</td>
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<td>Asbury Environmental Services</td>
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<td>Northern California Safety Con</td>
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<td>AT &amp; T</td>
<td>$523.67</td>
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<td>County of Humboldt, Economic D</td>
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<td>Humboldt Community Services Di</td>
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<tr>
<td>Munnell &amp; Sherrill, Inc</td>
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**Total Vendor Disbursements**  
$640,821.52

**Payroll Expenses**  
$224,423.28

**Total Disbursements**  
$865,244.80
Staff Report

DATE: February 23, 2018   For Board Meeting: March 8, 2018

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 2c) Approve Agreement with Recology Eel River for Loading Services of Member Agency Franchise Solid Wastes at the Fortuna Satellite Transfer Station.

RECOMMENDED ACTION: Voice vote.
1) Consider Approval 3-year Agreement with Recology Eel River ending March 31, 2020; and
2) Authorize the Chair to sign Agreement.

DISCUSSION:
Staff presents a 3-Year agreement with Recology Eel River for the Board’s consideration. The agreement secures loading of member agency franchise material into trailers provided by the Authority’s designated transportation hauler, Bettendorf Trucking. Recology finalized the purchase of Eel River Resource Recovery, Inc. on September 1, 2017.

The proposed agreement with Recology Eel River will enable trailer deliver and loading of member agency material at the Fortuna transfer facility, into Bettendorf trailers. Recology will load Permitted Waste into an individual Trailer to the allowable weight capacity. Costs associated with loading trailers are already embedded in the franchise rates paid by member agency curbside customers.

The agreement also addresses the practice of ‘commingling’ of member and non-member agency material, specifically by acknowledging that commingling does occur on the Fortuna transfer station’s Tip Floor. Approximately 15 years ago, an ‘Allocation Percentage Formula’ was used to establish jurisdiction of origin, and a tonnage audit was conducted in 2016. Information was reviewed and determined that no modifications were necessary. With the new ownership, Recology and HWMA intent to cooperate over the next 18 months to explore whether an adjustment to the Allocation Percentage Formula is warranted. If any future revisions to the Allocation Percentage Formula are necessary, it will be approved by Recology Eel River and the respective jurisdictions holding the franchise agreement.

This proposed amendment has been reviewed and approved as to form by the Authority’s Legal Counsel and Linda Wise, General Manager of Recology Humboldt and Recology Inc. Legal Counsel.
**FISCAL IMPACT:**
This has been included in the proposed budget for FY 2017-18

**ALTERNATIVES:**
Board discretion

**ATTACHMENTS:**
1. Agreement Between HWMA and Recology Eel River to Provide MSW Loading Services
AGREEMENT BETWEEN HUMBOLDT WASTE MANAGEMENT AUTHORITY AND RECOLOGY EEL RIVER TO PROVIDE MSW LOADING SERVICES

This Agreement is effective this March 22, 2018, by and between the Humboldt Waste Management Authority, a joint powers authority (herein “HWMA” and the “Authority”), and Recology Eel River, a California corporation with principal offices in Fortuna, California (herein “Recology”).

RECITALS

WHEREAS, Recology owns and operates a satellite municipal solid waste transfer station located at 965 Riverwalk Drive, Fortuna, CA 95540 known as the Recology Eel River Transfer Station (“Eel River Transfer Station”); and

WHEREAS, HWMA has entered into a Transportation and Disposal Agreement dated June 19, 2017 with Dry Creek Landfill, Inc. (“DCL”) to transport and dispose of municipal solid waste from HWMA member agencies at Dry Creek Landfill located in Jackson County, OR (“Transportation and Disposal Agreement”); and

WHEREAS, DCL has entered into a subcontract to provide transportation services to HWMA under the Transportation and Disposal Agreement (such subcontractor, “Transportation Subcontractor”); and

WHEREAS, Recology and its affiliates hold franchise agreements to collect curbside municipal solid waste from the HWMA member agencies consisting of the County of Humboldt and the Cities of Rio Dell and Ferndale, and haul such solid waste to the Eel River Transfer Station; and

WHEREAS, under the terms of the HWMA Joint Powers Agreement, the municipal solid waste collected by Recology pursuant to said franchise agreements is required to be directed by the member agencies to Authority-approved facilities; and

WHEREAS, Recology collects monthly payments from its customers under said franchise agreements, which payments include a fee established by ordinance of the HWMA to fund HWMA programs including the transportation and disposal of solid waste; and

WHEREAS, HWMA desires to contract with Recology to load said member agency municipal solid waste collected at the Eel River Transfer Station into the Transportation Subcontractor’s trailers for transportation and disposal by DCL pursuant to the Transportation and Disposal Agreement, and Recology desires to provide such services; and

WHEREAS, pursuant to the Transportation and Disposal Agreement, this Agreement with Recology to load HWMA member agency solid waste at Recology’s satellite transfer facility is subject to approval by DCL and the Transportation Subcontractor.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations recited herein and made a material part hereof, the parties agree as follows:

1. DEFINITIONS

Unless otherwise defined in the text, capitalized words will have the meaning set forth as follows:

“Allocation Percentage Formula” means the formula used to allocate commingled tonnage to a jurisdiction of origin. The initial formula shall be based on the percentage formula established in
Recology’s franchise agreement with the County of Humboldt for the Fortuna and Ferndale areas of the County, which formula is as follows:

- City of Fortuna: 60%
- Unincorporated County: 22%
- City of Rio Dell: 11%
- City of Ferndale: 7%

“Designated Disposal Facility” means the landfill disposal facility or facilities with which the Authority has entered into an agreement for solid waste disposal, as such facility(ies) may change from time to time. As of the Effective Date of this Agreement, the Designated Disposal Facility is the Dry Creek Landfill.

“Dispatch Protocol” means the notification procedure agreed upon by HWMA, Recology and the Transportation Subcontractor for the coordination, delivery of Trailers by the Transportation Subcontractor to the Eel River Transfer Station for loading of Permitted Waste, and removal of loaded Trailers from the Eel River Transfer Station. The Dispatch Protocol may be revised from time to time in writing and with the approval of Recology, HWMA and the Transportation Subcontractor, which approval shall not be unreasonably withheld.

“Hazardous Waste” means materials as defined by Section 40141 of the California Public Resources Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., and future amendments to or re-codification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522; and materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Permitted Solid Waste Disposal Act Amendments of 1980), and related federal, state and local laws and regulations; materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of California, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.; materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; and materials regulated under any future additional or substitute federal, state or local laws and regulations pertaining to the identification, transportation, treatment, storage or Disposal of toxic substances or Hazardous Waste. If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of “hazardous waste”, for purposes of collection, transportation, processing and/or Disposal, the broader, less restrictive definition shall be employed for purposes of this Agreement.

“Permitted Waste” means Solid Waste excluding without limitation, Hazardous Waste, Household Hazardous Waste, other unacceptable waste, recyclable materials, or material used as alternative daily cover (ADC).

“Solid Waste” means putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, street sweepings and catch basin residue, construction and demolition waste not classified as recycled materials, bulky goods not classified as recycled materials, discarded brown goods not classified as recycled materials, dewatered, treated or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semi-Solid Wastes, residues from recycling, composting and similar processes, and other discarded
wastes and any other materials defined in Section 40191 of the California Public Resources Code, as may be amended from time to time, which is generated within the Authority.

“Trailer” or “Trailers” means the transport-ready “possum belly” or “walking floor” trailers supplied by the Authority or Transportation Subcontractor at the direction of DCL for transport of Permitted Waste from the Eel River Transfer Station for disposal at the Designated Disposal Facility.

“Unpermitted Waste” means wastes that the Designated Disposal Facility may not receive under its permits, including but not limited to:

(a) agricultural wastes comprised of animal manures;

(b) asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos other than non-friable materials containing asbestos which are triple bagged, boxed and taped;

(c) ash residue from the incineration of solid wastes, including municipal waste, infectious waste described in item (7) below, sludge, and agricultural wastes described in item (1) above;

(d) auto shredder “fluff” consisting of upholstery, paint, plastics, and other non-metallic substances which remains after the shredding of automobiles;

(e) Hazardous Wastes, explosives, ordnance, highly flammable substances and noxious materials;

(f) Infectious Wastes which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases other than patient care items that have been disinfected;

(g) Liquid Wastes which are not spadeable, usually containing less than fifty percent solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge, and those liquid wastes which

(h) Radioactive Wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation.

“Waste Management Fees” means those fees established by the Authority that are charged to operators of approved satellite transfer stations (including but not limited to the Eel River Transfer Station) for handling Authority member solid waste.

2. **TERM OF AGREEMENT.** The effective date of this Agreement shall be March 22, 2018 and this Agreement shall terminate on March 31, 2020.
3. TRAILER LOADING SERVICES AND WEIGHING REQUIREMENTS

3.1 Trailer services, general.

(a) Trailer supply, delivery, removal. The Authority will cause DCL to deliver (or cause Transportation Subcontractor to deliver) a sufficient number of transport-ready empty Trailers to the Eel River Transfer Station loading bays. Trailers shall be top-loading and shall have a minimum capacity of 120 cubic yards, shall be leak resistant and configured with impermeable tarps to prevent blowing out of wastes and infiltration of rainwater while in transit. Empty Trailers shall be delivered and ready for loading with tops open, tarps rolled up and all other Trailer openings closed to prevent leakage or spills. At Recology’s request, additional empty Trailers will be delivered as may be needed to manage Permitted Waste from the Authority’s member agencies at the Eel River Transfer Station. Each loaded Trailer shall be removed within 24 hours of notification that the Trailer is loaded.

(b) Dispatch Protocol. The Trailer supply, delivery and removal schedule shall be coordinated between and among the Authority, Recology and the Transportation Subcontractor pursuant to the Dispatch Protocol to ensure that the transport of HWMA Permitted Waste occurs with the regularity and frequency necessary to comply with applicable law, including time and volume limitations on the storage of solid waste.

3.2 Permitted Waste loading.

(a) Proper loading. Recology shall load Trailers with all Permitted Solid Waste collected from HWMA member agencies in a manner so as to avoid damaging the Trailer, and in accordance with all applicable laws and permit requirements and the provisions of this Agreement. Loading shall occur with the regularity and frequency necessary to comply with applicable law, including time or volume limitations on the storage of Permitted Waste at the Eel River Transfer Station. Recology shall pay all fines or penalties for overloaded or improperly loaded Trailers. During immediate or live loading, Recology shall provide reasonable accommodations including restroom facilities for the Transportation Subcontractor’s driver.

(b) Weight capacity and restrictions. Each Trailer shall be loaded on a pit scale to an allowable weight capacity as determined by the California Department of Transportation axle weight limitations for transport vehicles. Trailers shall be loaded with a monthly average minimum weight of twenty two and one-half (22.5) tons of Permitted Solid Waste, provided that in no event shall a single Transport Vehicle be loaded with more than twenty-five (25) tons of Permitted Waste.

(c) Screening and removal of Unpermitted Waste. Recology shall visually screen waste to prevent loading of Unpermitted Waste, and will not knowingly load Unpermitted Waste. Recology shall pay the total cost of Unpermitted Waste handling and disposal as well as all fees, charges and other amounts billed by the Designated Disposal Facility to the Authority with respect to such Unpermitted Waste, without reimbursement by or offset from the Authority.

(d) Load priority. Once delivered, Trailers shall have loading priority over other operations at the Eel River Transfer Facility. Any Trailer delivered for immediate or “live” loading shall be fully loaded within fifty (50) minutes from the time it arrives at the gate of the Eel River Transfer Station.
(e) **Trailer inspection.** After loading, Recology will inspect each Trailer and clean loose debris from the Trailer to allow the Transportation Subcontractor to secure the Trailer for transport.

(f) **Commingling of Authority’s waste with other waste.** Recology may load Trailers with Permitted Waste commingled with Permitted Waste from non-member agency jurisdictions provided, however, that any methodology used by Recology to estimate tonnage attributable to HWMA member agencies and to non-member agencies shall be approved in advance in writing by the Authority and is subject to periodic verification or audit by the Authority. All such Permitted Waste (that is, Permitted Waste from non-member agency jurisdictions as well as Permitted Waste from member agency jurisdictions) that is loaded onto Trailers for transport and disposal under the Transportation and Disposal Agreement shall be deemed to be Permitted Waste from HWMA member agencies for purposes of this Agreement and the Transportation and Disposal Agreement. The Authority shall be responsible for the costs of transporting and disposing of such Permitted Waste at the Designated Disposal Facility. For the avoidance of doubt, the Authority is not responsible for the costs of disposing of, and this Agreement does not cover, any waste that is direct-hauled by Recology to the Designated Disposal Facility pursuant to a separate arrangement between Recology and the Designated Disposal Facility.

(g) **Allocation Percentage Formula.** The initial Allocation Percentage Formula specified in Section 1 is based on a survey of collection routes that identified container numbers and sizes within each jurisdiction, to which were applied an assumed weight calculation factor of 32 pounds per 32 gallon container, 20 pounds per 20 gallon container and cubic yard bin weight of 202 pounds per cubic bin yard. Since container numbers, sizes and weights will vary from time to time, either party may propose an adjustment to the existing Allocation Percentage Formula, if data indicate that the existing percentage is materially inaccurate. Recology and HWMA intend to cooperate over the next 18 months to explore whether an adjustment to the initial Allocation Percentage Formula is called for. Proposed revisions to the Allocation Percentage Formula will be approved by the County of Humboldt and Cities of Rio Dell, Ferndale and Fortuna prior to implementation.

(h) **Complying with rules of Designated Disposal Facility.** Recology shall load Trailers in compliance with all applicable rules, regulations, protocols, instructions and directions of the Designated Disposal Facility, including but not limited to rules with respect to load checking and removal of materials that cannot be accepted by the Designated Disposal Facility. The Authority shall provide Recology with a copy of such applicable rules.

(i) **Right to inspect loading operations.** The Authority may, upon 24 hours advance notice, but is not obligated to, observe and inspect loading operations at the Eel River Transfer Station.

3.3 **Title to waste.** HWMA will not assume title to any materials delivered to the Eel River Transfer Station or loaded by Recology. Pursuant to the Transportation and Disposal Agreement, title to Permitted Waste shall transfer to DCL upon exiting the Eel River Transfer Station in route to the Designated Disposal Facility.

3.4 **Plugged loads.** Recology shall be solely responsible for all additional costs associated with tipping plugged loads. HWMA shall invoice Recology for all costs HWMA is charged by the Designated Disposal Facility that are associated with tipping plugged loads.
3.5 **Scales, weight records, reporting.** Recology shall install, repair, maintain and operate at the Eel River Transfer Station appropriate 1) entry scales and 2) pit scales.

3.6 **Trailer departure weights.** Recology shall weigh each loaded Trailer and transport vehicle prior to its departure from the Eel River Transfer Station, and record and report such weights to HWMA in a format sufficient to allow HWMA to accurately track the Permitted Waste transported from the Eel River Transfer Station to the Designated Disposal Facility.

3.7 **Transportation Subcontractor.** Recology has been informed that DCL, with the HWMA’s consent, has subcontracted its transportation obligations under the Transportation and Disposal Agreement to Bettendorf Enterprises, Inc. to act as the Transportation Subcontractor.

4. **FEES AND PAYMENT**

4.1 **Waste Management Fees.** Recology shall pay to HWMA a Waste Management Fee on all Solid Waste collected by Recology from HWMA member agencies and transferred by Recology at the Eel River Transfer Station pursuant to this Agreement. Such Waste Management Fee shall be equal to then current rate as adopted by the Authority. The Waste Management Fee as of the Effective Date of this Agreement is as follows:

<table>
<thead>
<tr>
<th>WASTE MANAGEMENT FEE FOR EEL RIVER TRANSFER STATION (FORTUNA) (Effective July 1, 2017)</th>
<th>PER TON</th>
</tr>
</thead>
<tbody>
<tr>
<td>HWMA Base Fee</td>
<td>$20.90</td>
</tr>
<tr>
<td>Countywide Program</td>
<td>$23.27</td>
</tr>
<tr>
<td>Facility Fees</td>
<td>$54.40</td>
</tr>
<tr>
<td><strong>Total Waste Management Fee</strong></td>
<td><strong>$98.57</strong></td>
</tr>
</tbody>
</table>

The Waste Management Fee is subject to amendment by the Authority, in which case the Authority Executive Director, or her designee, shall notify Recology of the changed rate, provided, however, that Recology shall not be required to pay any increased Waste Management Fee until collection rates under each HWMA member agency’s franchise agreement have been adjusted to cover such increase.

4.2 **Additional fees and charges.** Recology shall pay to HWMA any additional third party fees, fines or penalties otherwise charged to HWMA arising from Recology’s failure to perform its obligations under this Agreement, including but not limited to, charges for plugged loads, overloaded containers, and Unpermitted Waste handling and disposal (as provided in Section 3.2(c)), plus 10% for administrative handling by the HWMA.

4.3 **Payment.** Recology shall remit the Waste Management Fee by the 10th day of each month for Permitted Waste delivered to the Eel River Transfer Station during the previous month. Records of entry weight information indicating the Authority jurisdiction from which the Permitted Waste derived shall be provided quarterly. All additional fees and charges that are payable by Recology in accordance with this Agreement will be invoiced by the Authority to Recology and shall be due and payable within 30 days of receipt thereof.

5. **RECORDS AND REPORTING, AUDITING**

5.1 **Reporting.** Recology shall provide HWMA with records as follows: 1) quarterly, entry weight information indicating the jurisdiction of origin for the Permitted Waste received by Recology at
the Eel River Transfer Station and 2) monthly, the loaded Trailer weight tickets ready for transport to the Designated Disposal Facility. HWMA shall provide Recology with the weight tickets and disposal ticket numbers from the Designated Disposal Facility that are used to calculate the monthly Waste Management Fee.

5.2 Record keeping. Recology shall maintain at its office or other place acceptable to the Authority full and complete accounting books and records documenting Recology’s proper performance under this Agreement. The Authority may audit such books and records at the Authority’s own expense upon three working days’ notice. Records shall be maintained for a minimum of three years after termination of this Agreement.

5.3 Tonnage audit. Upon three (3) days’ advance notice to Recology, HWMA may verify entry and/or loaded Trailer weight records through on-site inspections, sampling and auditing methods.

6. PERFORMANCE STANDARDS

Recology will perform all its obligations under this Agreement in accordance with accepted practices for comparable facilities, applicable law and the provisions of this Agreement. Recology is solely liable for all fines and penalties that may be imposed on Recology in connection with this Agreement to the extent that those fines and penalties are the result of Recology’s violations of applicable law. Recology retains responsibility for all injuries, accidents and other mishaps associated with its performance under this Agreement, including personal injury and damage to any real or personal property.

Recology will promptly report any such events to the Authority orally, followed by written notice within three working days, including details of any witness statements. Recology will institute an emergency operations plan and provide a copy to the Authority upon the Authority’s request. Said plan shall mitigate and correct hazards that may arise due to accidents or destruction of transportation services, including property damage and traffic disruption, and will include any business plan for emergency response to the release or threatened release of hazardous materials in accordance with applicable law.

7. INSURANCE AND INDEMNITY

7.1 Recology’s Insurance. Recology will secure and maintain in full force and effect:

(a) General Liability: General liability limits with minimum limits of liability per occurrence of Three Million Dollars ($3,000,000); and per aggregate of Four Million Dollars ($4,000,000);

(b) Workers’ Compensation insurance as required by state law;

(c) Employer’s liability insurance: Bodily injury by accident in the amount of One Million Dollars each accident and bodily injury by disease in the amount of One Million Dollars ($1,000,000) policy limit and One Million Dollars each employee.

(d) General Provisions. Recology will ensure that insurance policies are always primary with respect to performance under this Agreement. Recology will include the Authority and its employees, officials, members, officers, agents, contractors, assigns and volunteers by endorsement or otherwise as additional insured under all policies except with respect to workers’ compensation and employer’s liability insurance.
(e) Recology will file with the Authority evidence of coverage in force, including endorsements, together with a Certificate of Insurance on an authority-approved form.

7.2 **Transportation Subcontractor’s Insurance.** HWMA will cause DCL to require the Transportation Subcontractor to secure and maintain in full force and effect the following insurance coverage: Bodily injury and/or property damage with limits at least as great as: $1,000,000.00 for each person or occurrence, with an aggregate limit of $2,000,000.00. Further, the Transportation Subcontractor will include Recology by endorsement or otherwise as additional insured under all policies except with respect to workers’ compensation and employer’s liability insurance, and will provide Recology reasonable documentation evidencing such coverage and endorsements.

7.3 **Indemnification.**

(a) **General indemnity.** Recology will defend, indemnify and hold harmless the HWMA and its employees, officials, members, officers, agents, assigns and volunteers from and against any and all liability to which any of them may be subjected by reason of, or resulting directly or indirectly from, actions or inactions of Recology performed or occurring under or in connection with the Agreement, including without limitation losses arising from Recology’s knowing or negligent loading of Unpermitted Waste, whether or not those liabilities are litigated, settled or reduced to judgment and whether or not those liabilities are caused in part by any wrongful or negligent act, error or omission by any party indemnified under this Agreement.

(b) **Hazardous waste.** Without limiting Recology’s indemnification stated above, and upon the HWMA’s request, Recology will indemnify, hold harmless, protect and defend with legal counsel acceptable to the Authority or co-counsel selected by the Authority at Recology’s sole cost, the Authority from and against all liabilities paid, incurred or suffered by or asserted against the Authority in a judicial, administrative or regulatory form or otherwise, arising or resulting in whole or in part from any repair, cleanup or detoxification, or preparation and implementation or any removal, remedial response, closure or other plan concerning any Unpermitted Waste at the Eel River Transfer Station or the release of any Unpermitted Waste from Recology’s transportation vehicles or containers.

The indemnities described in this subsection are intended to operate as an agreement pursuant to 42 USC § 9607(e) and California Health & Safety Code § 25364, to insure, protect, hold harmless and indemnify the Authority from liabilities in accordance with this section. The Authority does not hereby waive or surrender any other indemnity or remedy available to it, and Recology shall remain strictly liable to the Authority to the extent provided under applicable law for hazardous materials conditions arising under this Agreement, including any repair, cleanup or detoxification thereof or preparation and implementation of any removal, remedial, response, closure or other plan.

8. **EVENTS OF DEFAULT**

8.1 **Default.** Each of the following constitutes an event of default (“Default”):

(a) Breach of Agreement. Recology’s failure to perform any of its obligations under this Agreement and fails to cure that breach within fifteen (15) days of receiving notice from the HWMA specifying the breach.
(b) Attachment of any equipment owned by Recology that is necessary for its ability to provide loading services if said equipment is seized, attached, or levied upon and not placed back into service within two business days.

(c) Failure to load into Trailers the exact tonnage equivalent of all Permitted Waste actually collected.

(d) Bankruptcy, insolvency, liquidation. Recology’s filing of a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consenting to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, or administrator of Recology or any part of Recology’s operating assets or property.

8.2 Remedies upon default. Upon occurrence of a Default, the Authority has the following rights:

(a) To terminate the Agreement;

(b) To suspend the Agreement;

(c) All other available remedies to exercise its remedies in accordance with this Agreement in any other available remedies at law and in equity including specific performance.

8.3 Waiver. Either party’s waiver of any breach or default may not be deemed to be a waiver of any other breach or default, including ones with respect to the same obligations under this Agreement. The subsequent acceptance by either party of any damages or other money paid by the other party may not be deemed to be a waiver by that party of any preexisting or concurrent breach or default. Failure to object to breach or event of default is not and may not be construed as a waiver of that provision.

9. DISPUTE RESOLUTION. During the pendency of any dispute hereunder, the parties shall continue to perform their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. Following the parties’ mutual good faith efforts to resolve disputes for a period of no less than thirty (30) days, the parties may attempt to resolve their dispute through non-binding arbitration.

10. INDEPENDENT CONTRACTOR STATUS. The parties intend that Recology will perform the services required by this Agreement as an independent contractor engaged by the Authority and not as an officer or employee of the Authority. No employee or agent of Recology will be deemed to be an employee or agent of the Authority. Recology will have exclusive control over the manner and means of performing its obligations under this Agreement. Recology officers, employees or agents will not obtain any rights to retirement benefits, workers compensation or any other benefits that accrue to Authority employees.

11. PARTY’S REPRESENTATIONS. Each party represents and warrants that it has full legal right, power and authority to execute, deliver, and perform its obligation under this Agreement.

12. ASSIGNMENTS. This Agreement may not be assigned in whole or in part without the Authority’s approval which shall not be unreasonably withheld.

13. AMENDMENTS. This Agreement may be amended only upon mutual written agreement duly authorized and executed by both parties.
14. **NOTICES.** Notices and other communications made under this Agreement shall be in writing, first class postage prepaid or delivered personally to the following address, which may be changed by notice from the parties:

To Recology:  Recology Eel River  
   c/o Recology Inc.  
   Attn: Legal Department  
   50 California Street, 24th Floor  
   San Francisco, CA 94111

To HWMA: c/o Jill K. Duffy, Executive Director  
   Humboldt Waste Management Authority  
   1059 West Hawthorne Street  
   Eureka, CA 95501

15. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior representations, understandings and agreements with respect thereto. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Nothing in this Agreement shall be deemed to create any third-party beneficiaries or confer any right or benefit on any person or entity not a party hereto.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties to this Agreement to Provide MSW Loading Services have executed this Agreement effective on the date first above stated.

HUMBOLDT WASTE MANAGEMENT AUTHORITY

By: _______________________________ Dated: __________________
    Sofia Pereira, Chair

Approved as to form:

_____________________________________
    Nancy Diamond, General Counsel

RECOLOGY EEL RIVER

By: _______________________________ Dated: __________________
    Michael J. Sangiacomo, President & CEO

Read and acknowledged and approved by Dry Creek Landfill, Inc. and Bettendorf Enterprises, Inc., on the express understanding that acknowledgement by said parties does not in any way modified, amend or otherwise affect the terms and provisions of the existing terms and provisions of: (i) the Transportation and Disposal Agreement or (ii) that certain Subcontractor Hauling Agreement between Dry Creek Landfill, Inc. and Bettendorf Enterprises, Inc. dated as of June 19, 2017, each of which shall be and remain in full force and effect:

DRY CREEK LANDFILL

By: _______________________________ Dated: __________________
    [name/title]

BETTENDORF ENTERPRISES, INC.

By: _______________________________ Dated: __________________
    [name/title]
Staff Report

DATE: March 9, 2018 For Board Meeting: April 12, 2018

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 2d)

Approve the Cummings Road Landfill – Landfill-Gas Flare Upgrade Construction Bid Document.

RECOMMENDED ACTION: Voice Vote

That the Board of Directors:
1) Approve the Cummings Road Landfill, Landfill-Gas Flare Upgrade Project; and
2) Approve the Construction Bid Document, including technical specifications, drawings and contract for the Landfill-Gas Flare Upgrade 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 Tuesday, May 10, 2018 at 2:00 pm PST.

DISCUSSION:

The proposed Landfill-Gas Flare Upgrade Project consists of modernizing the controls for the John Zink Model ZTOF Landfill-Gas Combustion Flare at Cummings Road Landfill. 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. Dave Brown, registered Professional Engineer with Lawrence & Associates, is the Project Engineer.

Staff recommends the Board approve the Construction Bid Document, including technical specifications, and advertise the project with the bids to be opened on Tuesday, May 15, 2018 at 2:00 PM. The Board is expected to award the project to the responsive bidder at their regular meeting on June 14, 2018, with project completion by July 30, 2018.

BACKGROUND

Cummings Road Landfill is a 32-acre closed and capped Class III municipal solid-waste landfill. Except for inert burn-ash debris from an adjacent burn ash site and minor quantities of other inert waste, the landfill ceased accepting municipal waste in 2000. The landfill closure cap was installed in two phases in 2012 and 2015. The closure cap includes a Linear Low-Density Polyethylene (LLDPE) geomembrane that eliminates rainfall from entering the landfill cap. The landfill is partially lined.

The current landfill gas flare was installed in 1998 to replace an earlier flare from a passive venting system. Also in 1998, the landfill control system was improved by adding...
approximately 12 “sentry” wells installed in native soil outside of the waste footprint and 21 landfill-gas extraction wells within the waste footprint to provide methane for combustion.

Additional gas-extraction wells were subsequently installed within the waste mass to reduce the potential for groundwater impacts and to reduce surface emissions. Some of the wells are dual completion and also collect leachate. There are currently 14 sentry wells and 32 gas-extraction wells within the waste. The flare has the following features:

- John Zink Model ZTOF.
- 23.9 million Btu per hour (MMBtu/hr) maximum heat release.
- 40-foot tall, 6-foot diameter stack.
- 3, 6-inch diameter burners.
- 3, Lamson Model 404-0-4-4300-GB, 400, -50 inches of vacuum blowers with 10 hp fixed speed motors.
- Maximum flow 800 cfm @ 55% methane.

Because placement of putrescible waste ended in 2000, and because the closure cap eliminated infiltration of moisture in 2012 and 2015, landfill-gas generation has steadily diminished. As detailed in the bid document, Figure 3 is a graph that illustrates historical flow and methane concentration. The graph shows that during periods when the gas system was shut down during the closure process, methane accumulated and the gas quality improved temporarily. Figure 4 illustrates the historic landfill-gas heating capacity.

Currently, the flare is operating at approximately 1.7 MMBtu/hr (assuming 910 Btu/cf of methane, effective heating value) – at or near the low end of its operating capability.

Because the flare is operating at or near the low end of its capacity and the methane content in the landfill gas is diminishing, it is likely that the flare will need to be operated intermittently in the near future. Intermittent operation would be performed with a programmable timer. The flare would be operated at a schedule that provides better gas quality, while preventing gas pressure within the waste that is capable of causing perimeter migration or damage to the closure cap.

Because of the age of the control system for the flare, landfill staff are concerned that the control system is susceptible to failure and are requesting replacement with a modern system. As part of the improvements, the landfill staff requests telemetry to view the status of the flare, rather than current simple auto dialer, to minimize callouts.

**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.

Under the approved “Permit to Operate” issued by the North Coast Unified Air Quality Management District, HWMA is required to notify the NCUAQMD prior to the upgrade of the control system.
Preliminary Project Budget Estimate
Preliminary engineering estimates the project to cost about $60,000.

FISCAL IMPACT:
Funds for this project are included in the Authority’s Capital Improvement Fund, and anticipated to be expended in FY 2018-19.
HUMBOLDT WASTE MANAGEMENT AUTHORITY

Notice to Bidders

FOR

CUMMINGS ROAD LANDFILL, LANDFILL-GAS FLARE UPGRADES

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

Bids Open: Tuesday, May 15, 2018
2:00 p.m.
Pacific Standard Time
At HWMA Office
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Automobile Liability Special Endorsement Form - To Be Attached By Proposer

Worker’s Compensation and Employers’ Liability Special Endorsement Form - To Be Attached By Proposer
NOTICE IS HEREBY GIVEN that sealed standard Proposals for Cummings Road Landfill-Gas Flare Upgrades will be received at the Humboldt Waste Management Authority (HWMA) Office at 1059 West Hawthorne St., Eureka, CA 95501 from BIDDERS, until 2:00 p.m. on Tuesday, May 15, 2018, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the Humboldt Waste Management Authority “SEALED BID Cummings Road Landfill-Gas Flare Upgrades.” Bids are required for the entire work described herein. No electronic or fax bids will be accepted.

The work consists of modernizing the controls for the John Zink Model ZTOF Landfill-Gas Combustion Flare at Cummings Road Landfill, 5775 Cummings Road, Eureka, California, including, but not limited to, (1) modernizing the controls and data recording, (2) adding telemetry for remote monitoring, and (3) adding a timer for discontinuous operation.

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 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 the details of the Special Provisions. 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 including employer payment for health and welfare, vacation, pension and similar purposes applicable to the work. 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 (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) 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), Class B (General Building), or equivalent combination of specialty Contractor's Licenses (such as C-10 – Electrical) for the described Work.

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

Dated: April 12, 2018

Jill K. Duffy
Executive Director
Humboldt Waste Management Authority
INSTRUCTIONS TO BIDDERS

Humboldt Waste Management Authority – Cummings Road Landfill, Landfill-Gas Flare Upgrades shall be performed in accordance with the Plans and Special Provisions included herein.

Each bidder must supply all the information required by the bid documents and 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 July 30, 2018. Time of completion and the amount of liquidated damages are described in Article 1 of the enclosed Agreement.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself 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 the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself 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.
For site visits, the bidders shall call Louis Pree, HWMA Cummings Road Landfill Supervisor, at (707) 442-9092, at least three (3) business days before arriving at the site and arrange a date and time to coordinate a site visit.

**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 or fax no later than **4:00 PM Tuesday, April 24, 2018**.

**Site Visit**

Prospective bidders may perform a site visit by making an appointment with site staff as described above. While site visits are optional, they must be conducted no later than **Thursday, April 26, 2018**. The flare is located at the end of Cummings Road, east of Eureka as at 5775 Cummings Road, Eureka, California 95501.

**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.
GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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 this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her Proposal and by the Contractor to the HWMA if and when approved by the 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 contract with the HWMA for the performance of work covered by this contract 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 this contract, with the signature of the Contractor 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 construction under this contract, 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, California, 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 the completed forms included with these conditions submitted by the bidder to HWMA.
k. “Special Provisions” shall mean the section of the Contract Documents that addresses special specifications that bidders must adhere to in submitting their bid documents.
l. “Standard Specifications” shall mean the portions of the 2010 version of the CalTrans Standard Specifications as described in Section 12.04 of these Special Provisions.
m. “The work” shall mean and include all the work specified, indicated, shown or contemplated in the contract 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 these 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 permission

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract 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 prepared by the HWMA. 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 and 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 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 (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) 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 Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 9, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-05 of these 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 reserves the right to reject any and all bids or to select the base bid plus additive bid item or accumulation of additive and bid items and to determine which Proposal is, in its opinion, the lowest responsive bid of a responsible bidder, and that which it deems is 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.

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 contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the HWMA; one copy shall be filed with the HWMA and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement 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 this contract or of any power reserved therein to the HWMA, or of any right to damages thereunder, nor shall any breach of this 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 this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, 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 Documents. 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 this 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 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 this contract, so far as may be consistent with the terms of this contract. 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 Special Provisions. Contractor’s attention is directed to Section 12-04 of the 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 this contract.
SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this 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 agreement.

4-02. Material and Labor Bond. As a part of the execution of this 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 agreement 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 this contract, 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 this contract and they waive the right of special notification of any change or modification of this 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 this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this 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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<td>A++ VII</td>
<td>A- VIII</td>
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<tr>
<td>A+ VII</td>
<td>B++ X</td>
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<tr>
<td>A VII</td>
<td>B+ X</td>
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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 the 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 for this contract, 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 this 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, excepting only acts of God and none other, 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 under this contract, 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 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 and in case of destruction he or she shall replace his or her 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 Special Provisions.

6-14. Assistance to Project Engineer. At the request of the Project Engineer the Contractor shall provide men from his or her 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 employees 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. In order that the Project Engineer may determine whether the Contractor has complied with the requirements of this contract, 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. He or she 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, if he or she so desires, 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 this contract.
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 this contract, 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 these 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 terms of this contract. His or her 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 agreement 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 Project Engineer or 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 this contract.

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 this contract at the time of its execution 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 under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall 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 under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

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: Cummings Road Landfill is no longer an operating landfill and is closed to the public. A maintenance crew is typically present on site during normal business hours Monday thru Friday from 7:00 AM to 4:00 PM except state and federally recognized holidays. 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 Standard Specifications.

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

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

**10-10. Liquidated Damages for Delay.** It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the HWMA and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the HWMA the amount per calendar day shown in Article 1 of the Agreement.
SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

A. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

B. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

C. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

D. The protested bidder may submit a written response to the protest, provided the response is received by the Executive Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

E. The procedure and time limits set forth in this section are mandatory and are the bidder’s 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 Plans.  The Plans consist of one sheet and is 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, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans." The California Standard Specifications are superseded by these documents and specification where in conflict or otherwise contradictory. The purpose of the California Standard Specifications with for their sections on contract resolution and administration except where superseded by this document.

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

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 on the Drawings is not guaranteed, however, unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, 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 disturb, disconnect or damage 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. However, the HWMA reserves the right, if requested by the owner, to permit the owner to move or maintain the utility at the Contractor's expense. 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.

The right is reserved to the State, the County or the County therein and to the owners of public utilities and franchises, to enter upon any street, road, right-of-way or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public 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 the public that work is in progress and that dangerous conditions exist, 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 this contract at the time work under these Special Provisions 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 article 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 Standard Specifications and these Special Provisions.

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 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 Notice to Bidders, Proposal, Agreement and other 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 Special Provisions 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


The technical specifications, entitled “Technical Specifications, Cummings Road Landfill, Landfill-Gas Flare Project,” are attached to these documents. In case of discrepancy between the Standard Specifications and the Technical Specifications, the Technical Specifications shall prevail.

15-02. Drawings

The Drawings of Figures for the project shall be considered part of these documents.
PROPOSAL FORMS

Print, Fill-Out, and Submit These Forms
HUMBOLDT WASTE MANAGEMENT AUTHORITY
PROPOSAL
FOR
Cummings Road Landfill, Landfill Gas Flare Upgrades

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

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

1) that he or she will contract with the Humboldt Waste Management Authority, California, in the form of the copy of the agreement herein contained
   a) to provide all necessary machinery, tools, apparatus and other means of construction;
   b) to furnish all materials;
   c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the HWMA;
   d) to pay all charges of freight transportation and hauling;

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

3) that he or she will accept as full payment therefor the following sums:
# BID SCHEDULE
FOR
CUMMINGS ROAD LANDFILL, LANDFILL GAS FLARE UPGRADES

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Quan.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
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<td>BASE-ITEMS</td>
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<tr>
<td>1</td>
<td>Control Update</td>
<td>1</td>
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<td>2</td>
<td>Telemetry</td>
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<td>LS</td>
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<td>OPTIONAL DEDUCTION ITEM</td>
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<td>3</td>
<td>Turndown Kit</td>
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<td>LS</td>
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<td>TOTAL</td>
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<td>OPTIONAL ADDITIVE ITEM</td>
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<td>Ethernet Cable</td>
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<td>LS</td>
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Note: Bids will be compared based on Items 1 through 3.

BIDDER: ____________________________________________

TOTAL PRICE (Numerical, total of items 1-3):

____________________________________________________________________________

TOTAL IN WORDS:

____________________________________________________________________________

ITEMS INCLUDED IN OTHER BID ITEM:

____________________________________________________________________________

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 ___________________, 20____.

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.

Cummings Road Landfill, Landfill-Gas Flare Upgrades

________________________________________________________________

(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>
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</thead>
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<td>June 12, 2018</td>
<td>Printed on Recycled Paper</td>
<td>Item 2d) Att. 1</td>
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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    __________________

April 12, 2018

Printed on Recycled Paper
Humboldt Waste Management Authority  
Cummings Road Landfill, Landfill-Gas Flare Upgrades  

BIDDER’S BOND  

KNOW ALL MEN BY THESE PRESENTS,  

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

are held and firmly bound unto Humboldt Waste Management Authority (HWMA) in the penal sum of 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 Cummings Road Landfill, Landfill-Gas Flare  
Upgrades.  

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

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

____________________________________________________ (Seal)  
____________________________________________________ (Seal)  
____________________________________________________ (Seal)  
Principal  

____________________________________________________ (Seal)  
____________________________________________________ (Seal)  
____________________________________________________ (Seal)  
Surety  

Address: ________________________________________________  

____________________________________________________
Humboldt Waste Management Authority
Cummings Road Landfill, Landfill-Gas Flare Upgrades

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:

__________________________________________________
__________________________________________________
__________________________________________________
__________________________________________________

April 12, 2018
Printed on Recycled Paper
End of Proposal Forms
Humboldt Waste Management Authority

AGREEMENT

FOR

Cummings Road Landfill, Landfill-Gas Flare Upgrades

THIS AGREEMENT, 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, THIS AGREEMENT WITNESSETH:

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 the all of the work described in this contract except as allowed in the Technical Specifications 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 Engineer at least 72 hours prior to the start of work 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's 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 contract 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 Drawings, the Special Provisions, the Details, 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 complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Scales
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Humboldt Waste Management Authority Agreement for Cummings Road Landfill, Landfill-Gas Flare Upgrades
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Reference Materials

IN WITNESS WHEREOF, this Agreement being executed in triplicate and the parties having caused their names to be signed by authority of their duly authorized office this ______ day of ______________, 20____.

HUMBOLDT COUNTY, CALIFORNIA

By: ______________________________________________________________

Board Chair or Executive Director, Humboldt Waste Management Authority

Attest: ______________________________________________________________

Board Clerk, Humboldt Waste Management Agency

By: ______________________________________________________________

CONTRACTOR

Attest: ______________________________________________________________

Title: ______________________________________________________________

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

Approved as to Form: Counsel for Humboldt Waste Management Authority
Humboldt Waste Management Authority  
For  
Cummings Road Landfill, Landfill-Gas Flare Upgrades  

FAITHFUL PERFORMANCE BOND  

KNOW ALL MEN BY THESE PRESENTS,  

that we the undersigned, ______________________________________________________  
__________________________________________________________________________,  
__________________________________________________________________________,  
__________________________________________________________________________,  

AS PRINCIPAL, and  
__________________________________________________________________________,  
__________________________________________________________________________,  

AS SURETY,  

are held firmly bound unto Humboldt Waste Management Authority, hereinafter called the “HWMA”, in the penal sum of  
__________________________________________________________________dollars ($____________________)  
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.  

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

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

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

In the presence of:  

WITNESS:  
__________________________________________________________________________  
(Individual Principal)  
(SEAL)  

__________________________________________________________________________  
(Business Address)  

__________________________________________________________________________  
(City/State/Zip Code)
The rate of premium on this bond is $___________________________ per thousand.

The total amount of premium charges is $____________________________..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

____________________________________________ Affix Corporate Seal
Humboldt Waste Management Authority
For
Cummings Road Landfill, Landfill-Gas Flare Upgrades

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

that we the undersigned, ______________________________________________________

__________________________________________________________________________,

AS PRINCIPAL, and

__________________________________________________________________________

__________________________________________________________________________,

AS SURETY,

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

__________________________________________________________________dollars ($____________________)

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

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

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

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

In the presence of:

WITNESS:

____________________________________  ___________________________________(SEAL)

(Individual Principal)

___________________________________

(Business Address)

___________________________________

(City/State/Zip Code)

WITNESS:

____________________________________ (SEAL)

(Corporate Principal)
ATTEST:

(Corporate Principal)  Affix Corporate Seal

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

The total amount of premium charges is $____________________________..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

Affix Corporate Seal
DIRECTIONS FOR PREPARATION OF PERFORMANCE BOND AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.

2. The name of the Principal shall be shown exactly as it appears in the Contract.

3. The penal sum shall not be less than required by the Specifications.

4. If the Principals are partners or joint ventures, each member shall execute the bonds as an individual and state his place of residence.

5. If the Principal is a corporation, the bonds shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.

6. The official character and authority of the person(s) executing the bonds for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. The current power-of-attorney of the person signing for the surety company must be attached to the bonds.

8. The date of the bonds must not be prior to the date of the Contract.

9. The following information must be placed on the bonds by the surety company:
   a. The rate of premium in dollars per thousand; and
   b. The total dollar amount of premium charged.

10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bonds.

11. Type or print the name underneath each signature appearing on the bonds.

12. An executed copy of the bonds must be attached to each copy of the Contract (original counterpart) intended for signing.
Humboldt Waste Management Authority  
For  
Cummings Road Landfill, Landfill-Gas Flare Upgrades

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____________________________________________________________________  
____________________________________________________________________________, as PRINCIPAL  

and__________________________________________________________________________  
____________________________________________________________________________, as SURETY,  

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

_______________________________________________________________________________________________  
_______________________________________________________________________________________________  

($____________________),

(15 PERCENT OF THE TOTAL AMOUNT OF THE BID)

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

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

WHEREAS, said Contract has been completed, and was approved on the ______ day of ___________, 20 _________,  

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

Signed, sealed, and dated this __________ day of ______________, 20______.

__________________________________________________(Seal)  
BY: _______________________________________________(Seal)  
__________________________________________________(Seal)  
Principal  
__________________________________________________(Seal)  
BY: _______________________________________________(Seal)  
__________________________________________________(Seal)  
Surety
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## Figures

1. Site Location Map
2. LFG Monitoring and Gas-Extraction System Map
3. 2010 – 2017 Flow and CH₄
4. 2010 – 2017 MMBtu/hr

## Attachments

A. Photos of Current System
B. Current Permit to Operate

**Reference Materials** *(Available on the ftp site listed in the Specifications below)*

Flare Manual
1. Background

Cummings Road Landfill is a 32-acre closed and capped Class III municipal solid-waste landfill. Except for inert burn-ash debris from an adjacent burn ash site and minor quantities of other inert waste, the landfill ceased accepting waste in 2000. The landfill closure cap was installed in two phases in 2012 and 2015. The closure cap includes a Linear Low-Density Polyethylene (LLDPE) geomembrane that eliminates rainfall from entering the landfill cap. The landfill is partially lined.

The current landfill gas flare was installed in 1998 to replace an earlier flare from a passive venting system. Also in 1998 the landfill control system was improved by adding approximately 12 “sentry” wells installed in native soil outside of the waste footprint and 21 landfill-gas extraction wells within the waste footprint to provide methane for combustion. Additional gas-extraction wells were subsequently installed within the waste mass to reduce the potential for groundwater impacts and to reduce surface emissions. Some of the wells are dual completion and also collect leachate. There are currently 14 sentry wells and 32 gas-extraction wells within the waste. The flare has the following features:

- John Zink Model ZTOF.
- 23.9 million Btu per hour (MMBtu/hr) maximum heat release.
- 40-foot tall, 6-foot diameter stack.
- 3, 6-inch diameter burners.
- 3, Lamson Model 404-0-4-4300-GB, 400, -50 inches of vacuum blowers with 10 hp fixed speed motors.
- Maximum flow 800 cfm @ 55% methane.

Because placement of putrescible waste ended in 2000, and because the closure cap eliminated infiltration of moisture in 2012 and 2015, landfill-gas generation has steadily diminished. Figure 3 is a graph of showing historical flow and methane concentration. The graph shows that during periods when the gas system was shut down during the closure process, methane accumulated and the gas quality improved temporarily. Figure 4 shows the historic landfill-gas heating capacity. Currently, the flare is operating at approximately 1.7 MMBtu/hr (assuming 910 Btu/cf of methane, effective heating value) – at or near the low end of its operating capability.

Because the flare is operating at or near the low end of its capacity and the methane content in the landfill gas is diminishing, it is likely that the flare will need to be operated intermittently in the near future. Intermittent operation would be performed with a programmable timer. The flare would be operated at a schedule that provides better gas quality, while preventing gas pressure within the waste that is capable of causing perimeter migration or damage to the closure cap.

Because of the age of the control system for the flare, landfill staff are concerned that the control system is susceptible to failure and are requesting replacement with a modern system. As part of
the improvements, the landfill staff requests telemetry to view the status of the flare, rather than current simple auto dialer, to minimize callouts.

2. Reference Materials

The following are reference materials for this project:

Attachment A - Photos of the current flare system and panels.
Attachment B - Current permit to operate.

Flare Manual (large file - available on line at [http://www.hwma.net](http://www.hwma.net))

3. Requested Scope

3.1. General Requirements

The Contractor shall verify that the Owner has notified the North Coast Air Quality management District before modifying the flare.

During modifications, the flare system shall be inoperable for no more than 72 continuous hours, to reduce the likelihood of pressure build up in the landfill. Landfill staff will monitor the gas pressure in selected wells turning the system shutdown, and notify the Contractor if more time is allowable.

All of the work described below shall be complete in place. The Owner shall not be required to hire separate contractors for any part of the work.

3.2. Control Update

1. There are two control panels on the end of the flare skid. Assume that the existing panels will remain and an area will be cut in each exiting door for placement of a stainless steel face plate on which to install the new controls, as needed. If new doors are available provide a separate cost to replace the doors. The seams of door patch shall be rain and moisture tight.

2. Remove the existing paper chart recorder, ammeters, hour meters, and temperature controller behind the existing window cover.

3. Provide and mount a new digital chart recorder.

4. Provide and mount a new touchscreen that replaces the functionality of most of the following lights and switches:

   a. High-temperature thermocouple temperature, degrees F.
   b. Selected thermocouple temperature, degrees F.
   c. Blower run time, hours (3 blowers)
   d. Blower current, amps (3 blowers)
   e. Blower outboard bearing temperature, degrees F
f. Blower outboard bearing temperature, degrees F

g. Select blower

h. Select Thermocouple (currently inside panel)

i. Thermocouple selected

j. Blowers selected

k. Time range for semi-manual operation.

l. Condensate sump off/on control (allow manual/off/auto).

m. Flare start-up sequence

   i. Verify condensate below high-high level (if available).
   ii. Purge blower on
   iii. Pilot gas on
   iv. Flame detected
   v. Selected blower (s) on
   vi. Main valve open
   vii. Flow acknowledged
   viii. Operating temperature reached
   ix. Condensate high level alarm (if available)
   x. Other recommended by Contractor.

n. Flare shut-down sequence

   i. Main valve off
   ii. Blower off
   iii. Flame not detected

o. Alarm record

   i. Condensate high-high level alarm (if available)
   ii. No flame detected (Flame Failure).
   iii. Valve opening not detected
   iv. Failure to reach temperature during startup
   v. High temperature flare
   vi. Low temperature flare
   vii. Power surge or failure.
   viii. Blower surge detected
   ix. Blower bearing overtemp
   x. Other as recommended by Contractor

5. Modern equivalents of the following lights and switches shall be placed on the face of panel:

   a. Light – White – Panel Power-On
   b. Light – Red – Fault without shutdown (such as high-bearing temp)
   c. Light – Flashing Red Fault with shutdown
   e. Switch – Black – overhead light.

6. The following are obsolete and are no longer required:

   a. Condensate injection.
7. Replace the obsolete Programmable Logic Circuit (PLC) with a new one with the functionality described above. In addition, the PLC shall have a timer function for intermittent use. The timer shall allow multiple start and stop times per day with the potential for given days of the week.

8. Provide an operation manual for the updated equipment.

9. Provide eight hours of onsite training.

3.3. Telemetry

The flare panel currently contains a phone modem style auto-dialer that is connected to the site phone system. The landfill staff wish to have a telemetry system that will provide the following:

1. Provide emails or text messages when an alarm occurs.
2. Provides its own website portal that users can log into to see system status.
3. Provides historical recording of alarms.
4. Provides historical monitoring of flare temp and flow.
5. Web server access to the touchscreen and recorder screens using an internet browser remotely.
6. Recorded data files that can be downloaded via the internet.

Historically, cellular service has been intermittent at the location of the flare, although a cross section of cellular providers has not been sampled. It will be the responsibility of the Contractor to identify the cellular provider that provides the best signal and coordinate with the Client to set up an account.

If the Contractor finds that there is no feasible cellular alternative, the Contractor shall install the alternative Ethernet cabling to point of connection for site internet service located at the landfill office trail approximately 250 feet northeast of the flare station (Figure 2). The path and installation method shall be determined by the Contractor and meet the requirements of the National Electrical Code as it applies. The Ethernet wire may be routed by a combination of routing through the adjacent stop building and trenches. Any buried cabling shall be placed in conduit at least 18 inches deep, with metalized detection tape and unyielding compacted backfill. The Owner will assist in marking the Underground Services Alert (USA) locations, if needed.

The Contractor shall verify that there is an appropriate means of transmitting data before ordering and installing the equipment. If there is no means of operating the sophisticated telemetry system described above, the Owner may elect to install a simple phone based auto-dialer.
3.4. Flare Modifications – Turn-Down Kit

The following item shall be considered an Alternative Deduction. They will be included in the total cost for evaluation of bids. The work shall consist of the following:

- Remove two of three burners, blind flange the pipe and install floor plates over the burner openings.
- Adjust fire eye, if needed to focus on the single burner.
- Adjust pilot location as needed to focus on the remaining burner.
- Install an additional thermocouple to the proper height to operate the single burner.
- Install a plate over the fixed louver.
- Install a reduced size plate over the automatic (adjustable louvers).
- Calibrate flare temperatures and control points.
- Set and adjust air louvers.
- Other modifications as recommended by the Contractor.

The work shall be complete-in place including all coordination, conduits, wire and electrical installations.

4. Measurement and Payment

Measurement for this work will be on a lump-sum basis for the following items:

1. Control Update – Base-bid item.
2. Telemetry – Base Bid Item.
3. Turndown Kit – Alternative Deduction.
4. Ethernet Cable – Alternate Addition.

The sum of the base-bid items and alternate deduction item will be used in comparing the bids.
**Staff Report**

**DATE:** April 3, 2018  
**For Meeting Of:** April 12, 2018

**FROM:** Jill Duffy, Executive Director  
Tyler Egerer, Administrative Services Manager

**SUBJECT:** Item 4)  

**RECOMMENDED ACTION:**  
Voice vote.  
Provide Direction to Staff

**DISCUSSION:**

The preliminary draft budget for Fiscal Year 2018-2019 is presented for discussion and Board direction. This draft budget establishes the goals and priorities to enable management and operation of the HWMA’s activities during the fiscal year July 1, 2018 through June 30, 2019. This proposed budget is dynamic as the Board can add goals and revise priorities as necessary.

As presented, there is no proposed change to the Waste Management Fee (“Tip Fee”). This report presents a balanced draft budget, and fully funds reserves, with a Net Increase of $4,700.00. Revenues are projected at $13,396,232 and total projected expenditures are $13,205,532. Staff is seeking direction from the Board related to policy direction and prioritization of activities that will enable staff to present a final budget at the regular May meeting.

This staff report contains six areas of discussion, including: 1) FY 2018-19 Operating Budget Assumptions; and 2) Proposed Capital Expenditures for Draft FY 2018-19; 3) Waste Management Fee Adjustments; 4) Employee Compensation; 5) Reserve Funds; and 6) Other Board Directives for Budget Finalization.

The Board is requested to discuss the staff report and presentation, consider options and provide direction as appropriate. Staff is scheduled to present the draft budget to HWMA’s Executive Advisory Committee in mid-April, and will return to the Board at the regular May meeting with a final budget, and necessary resolutions for the Board’s consideration.

1. **FY 2018-19 Operating Budget Assumptions**

HWMA is dependent primarily upon collection of Waste Collection Fees to fund Authority operations, programs and activities. The following assumptions were incorporated into the Draft FY 2018/19 Budget.
Revenue Assumptions:
  a) There is no proposed increase to FY 2018-19 Waste Collection Fees (“Tip Fees”) for discussion purposes. Minor internal budget adjustments to proposed line items are proposed. Details for discussion are contained in Section 3 of this staff report.

b) Solid waste disposed is projected at 72,000 tons annually. Tonnage received by category:
   a. 43,000 tons received franchised hauler waste at the Hawthorne Street Transfer Station.
   b. 15,000 tons self-haul waste to the Hawthorne Street Transfer Station.
   c. 4,500 tons franchise waste delivered to satellite facilities (500 tons allocated to Humboldt Sanitation and 4,000 tons to Eel River Disposal).
   d. 9,500 tons of miscellaneous contractor waste self-hauled directly to landfill(s);

c) That Dry Creek Landfill/Bettendorf Trucking secures 80% backhauls, which offsets some transportation costs.

d) Grant funded projects shall be funded only by grant monies rewarded – except in such instances where fund-matching is required and has been approved by the Board as part of the grant process;

Expenditure Assumptions:
  a) Solid waste transportation hauling and landfill disposal costs were adjusted for the Consumer Price Index by an estimated increase of 2.00%, per the respective agreements.

b) Payroll expenses are expected to increase by an estimated 5.16%. Discussion of this item is addressed in Section 4 of this report.

c) Medical insurance premiums will be adjusted however, information will not be available until closer to May.

d) Implementation of FY 2018-19 projects identified in the approved 2017 Capital Improvement Plan. Refer to Section 6 for details.

e) Facilities Master Planning and Expansion-This proposed budget does not allocate funds related to facilities master planning and expansion processes beyond consulting costs. A preliminary plan will be presented to the Board in September/October 2018, with projected implementation costs.

2. Proposed Capital Expenditures & Improvements
Annual Capital Expenditures and Improvement expenditures are related to 1) annual debt service principal and interest payments; and 2) proposed capital expenditures related to implementation of Non-Capital Improvement Projects.

Annual Debt Service
The Authority successfully restructured its bond debt in May 2015, resulting in payment decreases of principle and interest related to the annual debt service. For FY 2018-19, the Authority will be obligated to pay $856,615, structured in two payment installments. The
total remaining debt of $2,476,200 is scheduled to be paid off paid by November of 2021. 
(Line 121 &122)

**Capital Expenditures**
Proposed Capital Expenditures include costs associated Reserve Fund Requirements and Asset Improvements – Non- CIP which total $38,403 (Lines 119 & 120).

The Non-CIP expenditures will fund the purchase of 1) a Landfill Office Trailer – the office trailer at the landfill was originally installed about 1975, is leaking and the floor is no longer structurally sound. Staff proposes to purchase a smaller replacement trailer; and 2) a GEM 5000 – A methane, carbon dioxide and oxygen field analyzer for performing regular monitoring at the Cummings Road Landfill.

3. **Waste Management Fee Adjustments**
The Authority annually evaluates and adjusts fees to recover the complete costs associated with providing and operating waste management facilities and programs, including any fees imposed by other governmental agencies. The Waste Management Fee (“Tip Fee” is comprised of three primary components including a) Countywide Program Fees; b) Base Fees; and c) Facility Fees, as well as applicable charges on non-standard waste materials (tires, appliances, bulky items etc), green wastes and household hazardous wastes.

The combination of adjustments provides for, maintenance of the Authority’s Reserve policies, and sufficiently provides for the cost of all diversion programs. The draft budget for FY 2018-19 recommends adjustments to the Countywide Program Fees, Base Fees, and Facilities Fees, but no overall change to the existing Waste Management Fee.

The primary components of the Waste Management Fees are presented in detail in Attachment B of this report, and are as follows:

1. **Countywide Program Fee Adjustments:**
The CWPF category is proposed to be increased from $23.27 to $24.08 per ton, which represents a $0.81/ton increase. The increase would be applied to Household Hazardous Waste fees to cover cost of waste disposal.

2. **HWMA Base Fees**
The Base Fee category covers costs associated with Administration, and costs to operate the Universal Waste Programs, Recycling and Cummings Road Operations. The Base Fee is proposed to be increased from $20.90/ton to $21.95/ton, which represents an increase of $1.05/ton.

3. **Facility Fees**
Facility Fees are proposed to be decreased by $1.69/ton, which offsets the adjusts of the above item increases.

The above adjustments result in an overall ‘no change’ to the Waste Management Fee to Self-Haul, Franchise and Satellite customers. However, there is a $0.81/increase per ton for Out of Area Self Haul. In FY 2015-16 the fee was $26.49/ton and it was decreased to $23.27/ton in FY 2017-18. Please refer to Attachment C.
4. **Personnel Compensation & Related Items**

Employee and payroll costs are budgeted at $2,543,365 of the Authority’s budget. This represents the full encumbrance costs of full staffing for 36.5 FTE for the operations at the Hawthorne Street Transfer Station seven (7) days a week, as well as the Cummings Road Landfill. Included in this figure are salaries, health benefits, taxes, pension costs and other benefits, such as employee boot allowances.

Staff included the following adjustments for employee compensation and benefits within the FY 2018-19 budget:

- Inclusion of costs associated with the approved Director of Environmental Health & Safety position.
- California Personnel Employee Retirement System (CalPERS) required increase for pension contributions of approximately 0.1% (or $24,794).
- CalPERS unfunded liability is projected to be $18,068 for FY 2018-19. This cost is calculated annually as part of total payroll expenses. Paying off the full unfunded pension obligation of approximately $350,000 would put an unnecessary burden on the Waste Management Tip Fees; staff recommends continuing annual payments and reviewing these costs during future budget discussions.
- Worker’s compensation insurance costs will is expected to increase by $11,131.
- Medical premium adjustments will be presented with the Final Budget as the Authority expects to receive notice of adjustments in late April.

**Employee COLA (Cost of Living Adjustment) & State Minimum Wage Impacts**

Periodically, the Board considers providing employees a Cost of Living Adjustment, or COLA, to ensure that, over time, salary adjustments help offset inflation and ensure commiserate salaries remain competitive when recruitment is necessary.

Additionally, in 2016 California approved a State Minimum Wage of $15/hour by 2022, and tiered the increases over a multi-year period with annual adjustments. The table below details requirements for employers with greater than 26 employees, and HWMA entry–level positions are as follows:

<table>
<thead>
<tr>
<th>Rate Year (Effective Jan 1)</th>
<th>Hourly Rate</th>
<th>HWMA Classification Grade 100, Step 1 (Entry Level Position)</th>
<th>HWMA Approved COLA</th>
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<tr>
<td>2016 (Base)</td>
<td>$10.00</td>
<td>$12.45</td>
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<tr>
<td>2017</td>
<td>$10.50</td>
<td>$12.45</td>
<td>0%</td>
</tr>
<tr>
<td>2018</td>
<td>$11.00</td>
<td>$12.70</td>
<td>2%</td>
</tr>
<tr>
<td>2019</td>
<td>$12.00</td>
<td>$13.34</td>
<td>5%</td>
</tr>
<tr>
<td>2020</td>
<td>$13.00</td>
<td>-</td>
<td>TBD</td>
</tr>
<tr>
<td>2021</td>
<td>$14.00</td>
<td>-</td>
<td>TBD</td>
</tr>
<tr>
<td>2022</td>
<td>$15.00</td>
<td>-</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Historically, entry-level positions compensated Authority employees slightly higher than the minimum wage, and was competitive with similar positions other local governmental entities.
This ensured the Authority was competitive, could expect candidates with higher skills sets and abilities and we were able to retain employees. With the recent adjustments to the State Minimum Wage, the Authority is increasingly having difficulty recruiting and retaining entry level employees, and unless adjustments are made in the next two years, these entry-level wages will not meet minimum wage.

The impacts of the State Minimum Wage represent a 21% increase in from FY 2018-19 to 2021-22 adjustments for this classification grade. Additionally, simply increasing entry-level employee wages to $15/hour will cause the pay of these lower skilled employees to bump up against the pay of employees in positions that require a higher skill set, greater institutional knowledge, training and/or more responsibilities. This salary ‘compression’ can lead to a number of organizational challenges such as poor employee retention, low employee morale, loss of productivity and decrease of job satisfaction and will need to be proactively addressed.

Staff recommends that the Board consider a 5.0% COLA, and direct staff to return to the Board later this year with a suite of options to address actions necessary to meet the minimum wage, ensure competitiveness and retention, and identify increases necessary to address salary compression so we can have a multi-year approach to balance these factors.

Organizational Chart & Classification Plan
It is a recommended practice to periodically review and update the personnel Organizational Chart and Classifications Pay Plan, adjust compensation rates as appropriate, and provide considerations for cost of living adjustments. This was completed during the FY 2017-18 budget process, and updated in January 2018 as part of a mid-year reorganization.

Organization Chart
The Organization Chart was most recently revised in January 2018. The Authority has 36.5 approved positions, 34.5 of which are filled.

Classification Plan
If the Board recommends a COLA adjustment, staff will return with a revised Classification Plan in the Final Budget that reflects the COLA adjustment.

5. Reserve Fund
The Authority has four Reserve fund accounts, the Undesignated Operating Reserve, the Rate Stabilization, Personnel Stabilization, and Capital Improvement Project Fund Reserves.

Authority Reserve Funds
- **Undesignated Operating Reserve** – HWMA Policy 3030.1 established an undesignated reserve policy goal to maintain a reserve fund equal to 15% of annual projected operating expenses. This policy was established to ensure fund availability for 1) contingencies for unseen or capital needs; 2) economic uncertainties; and/or 3) cash flow requirements. Based on projected FY 2018/19 Operational Expenses, a 15% target reserve is $1,199,272.

- **Rate Stabilization Reserve** – The fund maintains a base allocation of $400,000 for Fiscal Year 2018-2019, to be available for use to offset unexpected fuel spike increases or other
unexpected costs increases in contracted services related to recycling, green waste, household hazardous waste, solid waste disposal services or State mandated pass through fees.

- **Capital Improvement Reserve Fund** – Funds available for Fiscal Year 2018-2019 will be used solely for the application of the approved Capital Improvement Plan (CIP). CIPs are used to detail operational renovations or improvements greater than $25,000 expected within a 5-year planning horizon, plan for necessary financing of equipment and materials, and identify project implementation timelines for completion. The fund requires an increase of $64,480 to meet the anticipated $852,480 required by the approved CIP.

- **Employee Health and Benefits Stabilization Reserve** – In addition to the market medical health insurance, HWMA self-funds and manages employee dental and vision benefits, which is budgeted annually. Depending upon individual needs, employees may or may not draw upon these budgeted funds. Establishment of this reserve fund allows for hourly staff wages to be budgeted at full encumbrance without unduly affecting Waste Management Fees. The fund maintains a base allocation of $150,000 for Fiscal Year 2018-2019, which may be used in the event of unusual drawdowns for self-funded benefits, and assist the Authority in meeting necessary salary adjustments related to the new minimum wage tier.

6. **Other Board Directives for Budget Finalization**
Additionally, staff is seeking Board direction of the following items to complete the final budget for consideration at the May meeting:

a) **Capital Improvement Expenditures**
Proposed Capital Improvement Expenditures for FY 2018-19 include costs associated, equipment and implementation of projects identified in the approved FY 2016-17 Capital Improvement Plan which include:

- Replace the 2007 Hyster forklift in the Recycling Center which has 4,950 hours on a re-built engine. The chassis and mast components are sharing service wear.
- 70’ Pit Scale Replacement- The existing scale was installed in 2005 and necessary for accurate axel and total weight loading of waste into transportation trailers.
- Flare System Upgrade - The upgrade will include 1) modernizing the controls and data recording for the Flare System, 2) adding telemetry for remote monitoring, and 3) adding a timer for discontinuous operation.
- Replacement of the conveyor belt on the Authority’s Harris baler, the primary method of processing and preparing recyclable materials for shipment to market and/or other processors. The baler is used extensively, and requires regular maintenance to remain in peak form.
The total projected cost of these projects – $385,000– is anticipated to be fully funded by the Capital Improvement Reserve Fund, per the approved Capital Improvement Plan established by the Board in October 2016. (Line 150)

b) Recycling Marketing Development Zone funding totaling $10,000 is included for discussion. Funding will be directed to the Humboldt County Economic Development Division to assist in supporting activities related to the North Coast Recycling Market Development Zone. The County will also receive approximately $3,500 in FY 2018-19 funding from CalRecycle to support ZIF and ZoneWorks activities. (Line 52)

c) Timber Harvest Revenue – For purposes of this draft budget, staff has placed anticipated revenue of $186,000 from the 2018 Timber Harvest into the (Undesignated) Operating Reserve Fund (Line 151).

d) Residential Household Hazardous Waste “No-Charge for Residential Waste Under 15-Gallons”
To encourage Member Agency residents to properly transport and dispose of residential Household Hazardous Waste in a timely manner, and within disposal volume requirements, staff is recommending that the $5/15-gallon fee be eliminated. This results in a fiscal impact of ($35,000) annually. For residential volumes greater than 15 gallons, customers would be charged a flat rate of $7/gallon over the threshold amount. (Line 12)

There are no proposed changes to the Small Quantity Business Generator fees.

e) Consider reducing the assumed Backhaul rate from 80% to a lower assumption. Staff has reached out to our transportation and disposal contractor to confirm proposed assumptions, and will update the Board at the meeting.

f) Consider lowering Operating Reserves to less than 15%
Operating Reserves increased by from $1,056,783 to $1,199,272 due to total increase in Operating Expenditures. At the Board’s direction, the Operating Reserves could remain unchanged at the FY 2017-18 levels. (Line 147)

g) Increase Tip Fee
The Waste Management Fee has remained relatively constant for several years, with minor adjustments as necessary.

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<thead>
<tr>
<th>Fiscal Year Budget</th>
<th>WMF Change</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Proposed FY 2018-19</td>
<td>No Proposed Change</td>
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<tr>
<td>FY 2017-18</td>
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<tr>
<td>FY 2016-17</td>
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<td>FY 2015-16</td>
<td>Varying Rate Adjustment by Haul Type</td>
<td>1.00% Self-Haul</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.75% Franchise</td>
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<td></td>
<td></td>
<td>0.90% Satellite</td>
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<td></td>
<td></td>
<td>1.33% Out of Area Self-Haul</td>
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<tr>
<td>FY 2014-15</td>
<td>Adjustment</td>
<td>1.15%</td>
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h) Other requests identified by Board members.
ATTACHMENTS:
   A) Draft FY 2018-19 Budget Summary
   B) Draft FY 2018-19 Waste Management Fees
   C) Draft FY 2018-19 County Wide Program Fees
   D) County Wide Programs Fee – Program Overview and Proposed Funding Details
   E) Draft FY 2018-19 AB 939 Allocation
| Revenues from Operations | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | FY17-18 Budget | Proposed Budget | % Change | Total FY18 Budget |
|--------------------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|-----------|-----------------|
| 1. Revenues             |               |                |               |                |               |                |               |                |               |                |               |                |               |                |           |                 |
| Franchise Tip Fees      | $5,676,440    | -2.27%         | $5,547,378    |                | $5,676,440    | -2.27%         | $5,547,378    |                | $5,676,440    | -2.27%         | $5,547,378    |                | $5,676,440    | -2.27%         | $5,547,378    |           |                 |
| Self Haul Tip Fees      | $3,116,400    | -25.00%        | $2,337,282    |                | $3,116,400    | -25.00%        | $2,337,282    |                | $3,116,400    | -25.00%        | $2,337,282    |                | $3,116,400    | -25.00%        | $2,337,282    |           |                 |
| Satellite Tip Fees      | $463,279      | -4.26%         | $443,560      |                | $463,279      | -4.26%         | $443,560      |                | $463,279      | -4.26%         | $443,560      |                | $463,279      | -4.26%         | $443,560      |           |                 |
| Out of Area Self Haul Fees | $714,525    | -31.35%        | $228,796      |                | $714,525      | -31.35%        | $228,796      |                | $714,525      | -31.35%        | $228,796      |                | $714,525      | -31.35%        | $228,796      |           |                 |
| Revenues from Solid Waste | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               |           |                 |
| 2. Other Revenues       |               |                |               |                |               |                |               |                |               |                |               |                |               |                |                |           |                 |
| Timber Harvest, CRUF Forest Property | $120,338 | 3.56%         | $124,620      |                | $120,338      | 3.56%         | $124,620      |                | $120,338      | 3.56%         | $124,620      |                | $120,338      | 3.56%         | $124,620      |           |                 |
| Total Other Revenues   | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               | $0            |               |           |                 |
| Total Revenues         | $433,395      | 227.10%        | $396,035      |                | $433,395      | 227.10%        | $396,035      |                | $433,395      | 227.10%        | $396,035      |                | $433,395      | 227.10%        | $396,035      |           | $832,005        |

Humboldt Waste Management Authority  
Fiscal Year 2018-2019  
Budget with 0% Change in Tipping Fees  

April 12, 2018  
Printed on Recycled Paper
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<th>Item</th>
<th>Description</th>
<th>FY17-18 Budget</th>
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<th>% Change</th>
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<td>8</td>
<td>Appliances, TV’s, Tires, Misc. E-waste</td>
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<td>-14.37%</td>
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<td>9</td>
<td>Leachate</td>
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<td>Landfill Closure and Post-Closure Maintenance Pledge of Revenue</td>
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<td>County Rural Container Program</td>
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<td>County Table Bluff Landfill Maintenance</td>
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<td>Current Road Landfill Operations</td>
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<td>Universal Waste Programs</td>
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<tr>
<td>23</td>
<td>Recycling Programs</td>
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<td>83.61%</td>
<td>$352,060</td>
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<td>24</td>
<td>Total Program Fees and Base Rates Passed Through</td>
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<td>0.00%</td>
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FY18-19 Budget with 0% Change in Tipping Fees
## Humboldt Waste Management Authority

**Fiscal Year 2018-2019**

**Budget with 0% Change in Tipping Fees**

### Administration Programs
- **FY17-18 Budget**: $18,578
- **Proposed Budget**: $19,135
- **% Change**: 3.00%

### Tip Floor Operations
- **FY17-18 Budget**: $0
- **Proposed Budget**: $0

### Recycling Operations
- **FY17-18 Budget**: $0
- **Proposed Budget**: $0

### Hazardous Waste
- **FY17-18 Budget**: $0
- **Proposed Budget**: $0

### Curing Corn Road Landfill
- **FY17-18 Budget**: $0
- **Proposed Budget**: $0

<table>
<thead>
<tr>
<th>Item</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
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<tr>
<td>1</td>
<td>$18,578</td>
<td>$19,135</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>$0</td>
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</table>

### Indirect Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
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</thead>
<tbody>
<tr>
<td>176</td>
<td>$25,000</td>
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<tr>
<td>177</td>
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<td>178</td>
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<tr>
<td>179</td>
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<td>$25,000</td>
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<tr>
<td>180</td>
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</table>

### Total Indirect Expenses

- **Total Indirect Expenses**: $127,793

### Capital Expenditures

<table>
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<tr>
<th>Item</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>FY17-18 Budget</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>181</td>
<td>$224,852</td>
<td>$8,403</td>
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<tr>
<td>182</td>
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<td>183</td>
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<td>$804,703</td>
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<tr>
<td>184</td>
<td>$66,262</td>
<td>$51,912</td>
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<td></td>
</tr>
</tbody>
</table>

### Total Capital Expenditures

- **Total Capital Expenditures**: $1,161,748

### Net Income (Loss)

- **Net Income (Loss)**: $93,503

### Total FY18/19 Budget

- **Total FY18/19 Budget**: $1,240,208

---

### Notes

- **Item 4) Att. A**: April 12, 2018
- **Printed on Recycled Paper**
<table>
<thead>
<tr>
<th>Grant Activities</th>
<th>Administration Charges</th>
<th>Program Administration Charges</th>
<th>Total FY17-18 Budget</th>
<th>Proposed Budget</th>
<th>Final Budget</th>
<th>% Change</th>
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<tbody>
<tr>
<td>Road Corridor</td>
<td>N/A $50,000</td>
<td>N/A $50,000</td>
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<td>Corridor Plan</td>
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<td>$100,000</td>
<td>$100,000</td>
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<td>HWHD</td>
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<td>$100,000</td>
<td>$100,000</td>
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<td>Revenue from Grant Programs</td>
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<td>$2$</td>
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<td>Waste Tire Grant</td>
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<tr>
<td>Oil Payment Program</td>
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<tr>
<td>HHW HD Grant</td>
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<td>CCP Grants</td>
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<tr>
<td>Expenses Incurred by Grant Programs</td>
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<td>$100,000</td>
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<td>0%</td>
</tr>
<tr>
<td>Total Grant Activities</td>
<td>$0</td>
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<td>$100,000</td>
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<td>0%</td>
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<tr>
<td>Non-Cash Activities Affecting Net Income</td>
<td>N/A</td>
<td>N/A</td>
<td>$82,739</td>
<td>$82,739</td>
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<tr>
<td>Total Non-Cash Activities</td>
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<td>$82,739</td>
<td>$82,739</td>
<td>$82,739</td>
<td>$82,739</td>
<td>-0.95%</td>
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<tr>
<td>Reserves and Trusts</td>
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<td>N/A</td>
<td>$2,394,783</td>
<td>$2,394,783</td>
<td>$2,394,783</td>
<td>8.64%</td>
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<tr>
<td>Operating Reserve: 15% of Operating Expenses</td>
<td>$1,356,783</td>
<td>$1,356,783</td>
<td>$1,356,783</td>
<td>$1,356,783</td>
<td>$1,356,783</td>
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<td>Personnel Stabilization Reserve</td>
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<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>0.00%</td>
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<tr>
<td>Rate Stabilization Reserve</td>
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<td>$400,000</td>
<td>$400,000</td>
<td>$400,000</td>
<td>$400,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
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<td>$788,000</td>
<td>$788,000</td>
<td>$788,000</td>
<td>$788,000</td>
<td>8.18%</td>
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<td>Current Cash Value of Designated Reserves</td>
<td>$2,109,297</td>
<td>$2,109,297</td>
<td>$2,109,297</td>
<td>$2,109,297</td>
<td>$2,109,297</td>
<td>8.18%</td>
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<td>Total Required Budget Funding for Reserves</td>
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<td>$2,109,297</td>
<td>$2,109,297</td>
<td>$2,109,297</td>
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<td>Total Reserves and Trust Funds</td>
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<td>$2,394,783</td>
<td>$2,394,783</td>
<td>$2,394,783</td>
<td>$2,394,783</td>
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## Attachment B
**Fiscal Year 2018 - 2019**

**Waste Management Fees**

<table>
<thead>
<tr>
<th>Tonnage Generated</th>
<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>ERD Franchise</th>
<th>HumSan Franchise</th>
<th>Out of Area Self Haul</th>
<th>Total Disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>15,000</td>
<td>43,000</td>
<td>4,000</td>
<td>500</td>
<td>9,500</td>
<td>72,000</td>
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</table>

### Countywide Program Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>ERD Franchise</th>
<th>HumSan Franchise</th>
<th>Out of Area Self Haul</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$1.91</td>
<td>$1.91</td>
<td>$1.91</td>
<td>$1.91</td>
<td>$1.91</td>
<td>$137,520.00</td>
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<td>Household Hazardous Waste Program</td>
<td>$5.97</td>
<td>$5.97</td>
<td>$5.97</td>
<td>$5.97</td>
<td>$5.97</td>
<td>$430,111.63</td>
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<tr>
<td>Cummings Road Landfill Maintenance</td>
<td>$4.44</td>
<td>$4.44</td>
<td>$4.44</td>
<td>$4.44</td>
<td>$4.44</td>
<td>$319,680.00</td>
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<tr>
<td>Cleanup/Enforcement Programs</td>
<td>$0.56</td>
<td>$0.56</td>
<td>$0.56</td>
<td>$0.56</td>
<td>$0.56</td>
<td>$40,320.00</td>
</tr>
<tr>
<td>Rural Container Program</td>
<td>$4.81</td>
<td>$4.81</td>
<td>$4.81</td>
<td>$4.81</td>
<td>$4.81</td>
<td>$346,320.00</td>
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<tr>
<td>County/Cities AB939 Programs</td>
<td>$2.52</td>
<td>$2.52</td>
<td>$2.52</td>
<td>$2.52</td>
<td>$2.52</td>
<td>$181,440.00</td>
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<tr>
<td>Table Bluff Landfill Maintenance</td>
<td>$0.74</td>
<td>$0.74</td>
<td>$0.74</td>
<td>$0.74</td>
<td>$0.74</td>
<td>$53,280.00</td>
</tr>
<tr>
<td>Countywide Enforcement (LEA)</td>
<td>$3.13</td>
<td>$3.13</td>
<td>$3.13</td>
<td>$3.13</td>
<td>$3.13</td>
<td>$225,360.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$24.08</td>
<td>$24.08</td>
<td>$24.08</td>
<td>$24.08</td>
<td>$24.08</td>
<td>$1,734,031.63</td>
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</table>

### HWMA Base Fees

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<thead>
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<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>ERD Franchise</th>
<th>HumSan Franchise</th>
<th>Out of Area Self Haul</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$3.64</td>
<td>$3.64</td>
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<td>Universal Waste Programs</td>
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<td>Recycling Programs</td>
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<td>$644,153.77</td>
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<td>Cummings Road Landfill Operations</td>
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<td>$5.49</td>
<td>$5.49</td>
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<td>$5.49</td>
<td>$343,324.96</td>
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<td>$21.95</td>
<td>$21.95</td>
<td>$21.95</td>
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### Facility Fees

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<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>ERD Franchise</th>
<th>HumSan Franchise</th>
<th>Out of Area Self Haul</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations (Transportation &amp; Disposal)</td>
<td>$83.26</td>
<td>$62.37</td>
<td>$52.54</td>
<td>$52.54</td>
<td>$52.54</td>
<td>$4,167,240.00</td>
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<td>Indirect</td>
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<td>$6.37</td>
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<td>$396,910.00</td>
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<tr>
<td>Capital Expenditures</td>
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<td>$14.24</td>
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<td>$52.54</td>
<td>$52.54</td>
<td>$5,451,420.00</td>
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</table>

### Total Proposed Waste Mgmt. Fees

<table>
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<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>ERD Franchise</th>
<th>HumSan Franchise</th>
<th>Out of Area Self Haul</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$155.82</td>
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<td>$98.57</td>
<td>$98.57</td>
<td>$24.08</td>
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</tr>
</tbody>
</table>

### Percent Increase (Decrease)

- Waste Mgmt. Fees for FY 2015-16: 0.00%
- Percent Increase (Decrease): 3.50%

---

*Values for HWMA Facility Fees related to Satellite Facilities relate to transportation and disposal costs only. Other fees for facility operation are set via agreement by Member Agencies with their respective facility operators.*
# Attachment C
## Fiscal Year 2018 - 2019
### County Wide Program Fees

| Anticipated Waste Disposed | 72,000 |

<table>
<thead>
<tr>
<th>Per Ton (Revenue)</th>
<th>HWMA Self Haul</th>
<th>HWMA Franchise</th>
<th>Satellite Franchise</th>
<th>Out of Area Self Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>HWMA Operated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2017-18 Administration</td>
<td>$1.91</td>
<td>$1.91</td>
<td>$0.00</td>
<td>$137,520</td>
</tr>
<tr>
<td>Household Hazardous Waste Program</td>
<td>$5.15</td>
<td>$5.97</td>
<td>$0.82</td>
<td>$430,112</td>
</tr>
<tr>
<td>Cummings Landfill Road Maintenance</td>
<td>$4.44</td>
<td>$4.44</td>
<td>$0.00</td>
<td>$319,680</td>
</tr>
<tr>
<td>Cleanup/Enforcement Programs</td>
<td>$0.57</td>
<td>$0.56</td>
<td>($0.01)</td>
<td>$40,320</td>
</tr>
<tr>
<td>Pass Through</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Rural Container Program</td>
<td>$4.81</td>
<td>$4.81</td>
<td>$0.00</td>
<td>$346,320</td>
</tr>
<tr>
<td>County/Cities AB939 Programs</td>
<td>$2.52</td>
<td>$2.52</td>
<td>$0.00</td>
<td>$181,440</td>
</tr>
<tr>
<td>Table Bluff Landfill Maintenance</td>
<td>$0.74</td>
<td>$0.74</td>
<td>$0.00</td>
<td>$53,280</td>
</tr>
<tr>
<td>Countywide Enforcement (LEA)</td>
<td>$3.13</td>
<td>$3.13</td>
<td>$0.00</td>
<td>$225,360</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$23.27</td>
<td>$24.08</td>
<td>$0.81</td>
<td>$1,734,032</td>
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</table>
Attachment D
Draft Fiscal Year 2018-2019
County Wide Program Fees
Program Overview and Proposed Funding Details

Administration This revenue covers HWMA’s administrative salaries and overhead, legal services and Board expenses. Projected revenue is approximately $137,520.

The Household Hazardous Waste Program diverts household hazardous waste (i.e. oil, pesticides, pharmaceutical etc.) for materials not permitted to be disposed in landfills. Projected revenue is approximately $430,111.63.

Cummings Road Landfill Maintenance provides necessary funding to cover the expenses associated with non-closure related expenses of the landfill. When final closure of the landfill is complete, funds will be directed towards post-closure related maintenance expenses. Projected revenue is approximately $319,680.

Cleanup and Enforcement Programs provides funding for cleanup of illegally dumped waste and the processing of abandoned trailers from member agencies, and provides partial funding for a staff position in the Humboldt County Code Enforcement Unit. Projected revenue is $40,320.

The Rural Container Program the County is responsible for administering contracts for operation of 12 outlying container drop-off sites in the unincorporated, rural areas of Humboldt County. Because the operations are small and remote, actual costs to staff the facility and haul disposed materials does incur higher cost per ton. If the site operators charged the actual cost in their gate tip fee, few individuals would use the sites and illegal dumping in the surrounding area would likely increase. Projected revenue is $346,320. This is passed directly to Humboldt County Public Works.

County/Cities AB939 Programs This assists in funding waste diversion activities, programs and staffing in HWMA’s member cities and the County. At the discretion of the member agency, funds may be used to cover the costs of recycling and other waste diversion programs with the intent that the agencies can comply with AB939’s waste reduction mandate. Projected revenue is $181,440. This is distributed to all member agencies according to an allocation formula previous established by the Board.

Table Bluff Landfill is a closed landfill owned by the County of Humboldt and located south of Eureka. The County is responsible for closure related maintenance and activities. Projected revenue is $53,280. This is passed directly to Humboldt County Public Works.

The Local Enforcement Agency (LEA) provides local enforcement activity on behalf of CalRecycle’s (formerly known as the California Integrated Waste management Board) regulation. Project revenue is $225,360. This is passed directly to County Environmental Health.
### Proposed Payment Schedule FY 2018-2019

<table>
<thead>
<tr>
<th>Entity</th>
<th>Total Due</th>
<th>Retained by HWMA</th>
<th>Quarterly Payment</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcata</td>
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<td>5,661.70</td>
<td>6.56%</td>
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</tr>
<tr>
<td>Blue Lake</td>
<td>7,038.45</td>
<td>1,759.61</td>
<td>2.04%</td>
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<tr>
<td>Eureka</td>
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<td>10,000.00</td>
<td>8,928.54</td>
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<tr>
<td>Ferndale</td>
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<td>1,779.97</td>
<td>2.06%</td>
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<tr>
<td>Rio Dell</td>
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<td>5,000.00</td>
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<td>Unincorporated Areas</td>
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<td>18,145.27</td>
<td>21.04%</td>
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<td>HWMA</td>
<td>27,438.74</td>
<td>6,859.69</td>
<td>55.37%</td>
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<td><strong>Total</strong></td>
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<td>45,360.00</td>
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### History of Payments to Members

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<th>FY 11-12</th>
<th>FY 12-13</th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
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<td>Unincorporated Areas</td>
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<td>72,581.09</td>
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<td>(retained by HWMA)</td>
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<tr>
<td>Retained by HWMA</td>
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Printed on Recycled Paper
Staff Report

DATE: March 29, 2018

FROM: Jill Duffy, Executive Director

SUBJECT: Item 6) Executive Director Report for March 2018

RECOMMENDED ACTION: Informational Only.

Administration

Tour of Landfill and Forest Property
Representatives from HWMA, LACO and Jim Able Forestry performed a site visit of the landfill and forest properties on March 28th for the purpose of identifying potential land use activities, site and regulatory restrictions and evaluating potential concepts which include on-site leachate disposal and organics processing.

Attend City of Arcata’s Zero Waste Workshop
Staff attended and provided information to the public and City Council at their workshop.

Attend Sen. McGuire’s Town Hall on Opioid Solutions
Staff attended… Chief Mills spoke about the opportunities afforded to residents for proper sharps disposal including the Authority’s long-standing satellite collection sites along with the newly expanded City of Eureka locations.

Recology’s Open House at the Samoa Processing Facility
HWMA attended the March 16th Recology Open House at the Samoa Processing Facility.

Hawthorne Street Rehab Project
Hawthorne Street was initially identified by HCOAG as being a priority street rehab project in 2008 due to the regional solid waste transfer station, poor road condition, and the number of vehicles accessing the transfer and recycling facility. In 2015 HWMA staff reported to the HCOAG Board of Directors that 129,637 vehicles annually (not including employee trips) entered the transfer station.

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 rehab project to commence the Summer of 2018, however the California Transportation Commission declined funding the project in February of this year. Tentatively, Hawthorne Street is now slated for repair and rehab in 2020-21.
I met with Public Works staff on March 28th to discuss this matter and try to identify short-term solutions for the poor conditioned roadway. City staff anticipate placing hot patch into potholes, and will evaluate a limited street rehab in the entrance/exit area of the Scale House.

_Regional Recycling Request for Proposals_

The Regional Recycling RFP was released for circulation on March 15th. The circulation period closes Monday April 30th. The Evaluation Subcommittee is tentatively scheduled to meet in early May.

_Mattress Recycling Program_

For the past two years, HWMA has participated in the Mattress Recovery Program. Residents and businesses have been able to drop-off mattresses at no-charge, and conforming mattresses have been baled for transportation to the Bay Area. Baling mattresses has been able to densify the material as compared to loose loading into 48’ trailers. Unfortunately, the recovery process utilized by the processor has been unable to meet recovery rates deemed acceptable by the legislation and MRC staff. MRC presented this information to HWMA in March, and we are re-evaluating cost for participation, which will be incorporated into a new agreement.

_Facilities Planning_

Staff has had several 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.

_Rental Property_

Recology announced to the Board in October of their intention to vacate the property at 949 W. Hawthorne that they rent from HWMA. The administrative functions of the operations have been moved to the Samoa facility, however Recology is seeking suitable property to move their corporation yard to, and will likely need to either improve the property or otherwise custom build. Recology will not be vacating the property for likely another year.

_Humboldt County Public Health Outreach Services_

Staff has been working with the County of Humboldt for the placement of their van and employees so they can conduct street outreach services with community members. We have a number of customers who may benefit from outreach services to seek help with addiction, medical assistance, or other social services.

We anticipate DHHS staff on-site on the first and third Friday’s between 08:30 to 10:30.

_Ethics Training – April 5_

HWMA management, landfill supervisor and a staff member from the Business office participated in an AB 1234 Ethics Training Education hosted by the North Coast Unified Air Quality Management District. Nancy Diamond conducted the training which has broadened our staff’s understanding of laws and practices around being a public servant.
Programs:

Household Hazardous Wastes:
Permanent Red Shed Collection Events:
February
The First Saturday collection event had 88 attendees delivering household hazardous wastes for disposal. Additionally, 246 residential customers dropped off HHW, and 44 Conditionally Exempt Small Quantity Business Generators throughout the month of February.

March
The First Saturday collection event had 80 attendees delivering household hazardous wastes for disposal. Additionally, 220 residential customers dropped off HHW throughout the month of March, with 38 Conditionally Exempt Small Quantity Business Generators disposing material.