Agenda
Thursday, May 11, 2017 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 9, 2017 HWMA Board of Directors Meeting.
   b. Receive January Fiscal Year 2016-17 Financials
   c. Receive February Fiscal Year 2016-17 Financials
   d. Receive March Fiscal Year 2016-17 Financials
   e. Purchase of 413 Acres of Forested Property Adjacent to Cummings Road Landfill from Recology Humboldt.
   f. Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors – Project 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. Receive and Approve Final Fiscal Year 2017-18 Budget, and Approve Resolution 2018-01

5. Board Member Reports

6. Executive Director’s Report
7. **Closed Session:** It is the intention of the Board of Directors to meet in closed session for two items:
   a. Public Employee Performance Evaluation for the position of the Legal Counsel pursuant to Government Code Section 54957.
   b. Pending litigation California Government Code 54956.9(a); Humboldt BayKeeper v HWMA (United State District Court Northern District of California Civil Case No. 3:17-cv-02301-JD), conference with legal counsel.

8. **Adjourn**
Minutes
Thursday, March 9, 2017 5:30 PM
Eureka City Council Chambers
531 K Street, Eureka, CA

Present: Frank Wilson, Marian Brady John Sawatzky, Sofia Pereira, Michael Sweeney, Rex Bohn
Absent: None
Staff: Jill Duffy, Tyler Egerer, Brent Whitener
Legal Counsel: Nancy Diamond


Recordings of the meetings of the HWMA Board of Directors are provided for information only, and should not be considered official records of the HWMA. The Actions of the HWMA Board of Directors are recorded below and, following approval by a majority of the members of the Board, are the official record of the Board’s actions for the meeting date noted above.

1. Call to Order and Roll Call at 5:30 PM
Chairwoman Pereira called the meeting to order at 5:30 p.m. A quorum was present and acting. Rex Bohn arrived at 6 PM.

2. Consent Calendar
   a. Approve Minutes from the January 12, 2017 HWMA Board of Directors Meeting.
   b. Receive November Fiscal Year 2016-17 Financials
   c. Receive December Fiscal Year 2016-17 Financials
   d. Designate and Approve Proposed Changes to Signatories on Authority Checking Account
   e. Consideration to Cancel Regular Meeting for April 2017
   f. Approve Resolution 2017-07 “Authorizing HWMA Executive Director, or designee, to enter into Regional Grant Agreements with CalRecycle for Local Government Waste Tire Amnesty Grants for the period of FY 2017-2018 through 2022-2023”.

Chairwoman Pereira opened the floor to public comment regarding the Consent Calendar. No comment was received.
Chairwoman Pereira closed the floor to public comment.

Motion: Director Sweeney Moved and Director Sawatzky Seconded to Approve the Consent Calendar.
Action: Approve the Motion as made by Director Sweeney and seconded by Director Sawatzky by the following vote:
3. Oral and Written Communications
Chairwoman Pereira opened the floor to public comment regarding items not on the Agenda. No comment was received.
Chairwoman Pereira closed the floor to public comment.

4. Receive and Draft Fiscal Year 2017-18 Budget and Provide Direction as Appropriate
Executive Director Duffy and Director of Finance and Administrative Services Egerer presented the Draft FY 2017-18 Budget, and requested direction so the Final Budget could be presented before the Board at their regular May meeting.
Following the presentation,

1. Support Staff’s recommendation to deny the requests from SWOW to modify the either the ‘Recyclable Materials Loading, Transportation, Processing and Marketing Services Agreement’ or the ‘Solid Waste Transportation & Disposal Agreement’.
2. Chairwoman Pereira requested consideration to increase funding to the NCRMDZ by $5,000 (for total HWMA funding of $15,000). With no objection, the Board directed that this request be presented to the Executive Advisory Committee as part of their review and recommendation.

Chairwoman Pereira opened the floor to public comment regarding the budget presentation. No comment was received.
Chairwoman Pereira closed the floor to public comment. Director Bohn left the meeting at 6:30 PM due to another scheduled meeting.

5. Board Member Reports
Reports were received from the following Directors:
Director Pereira, City of Arcata, regarding zero-waste planning activities.

6. Executive Director’s Report
The Board received Executive Director Duffy’s report.

7. Closed Session: Conference with legal counsel pursuant to Government Code Section 54956.9, exposure to litigation. No Report out of closed session.

8. Adjourn
Chairwoman Pereira adjourned the meeting at 7:30 p.m.

Next Regular Meeting: May 11, 2017 at 5:30 p.m. at Eureka City Hall Council Chambers.
Staff Report

DATE: May 11, 2017

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 3b) Receive January 2017 Financial Reports

RECOMMENDED ACTION: Review and Approve January 2017 Financial Reports.

DISCUSSION:

Each month, staff presents an update on the Authority’s financials based on activity to-date for a 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 01/31/2017 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 January activity include:

a) Mid-Year Budget Adjustments have updated expected activity totals through January, resulting in a smoothing of activity in revenue expenses;

b) Strong revenue generation continues through January, with total revenues up approximately 9% over budget estimates;

c) Current expenses are holding to overall budget estimates.

The Authority’s cash position is comprised of three accounts; 1) the Authority’s checking account, which handles all the day-to-day expenses; 2) the savings account, which maintains the current cash value of the Authority’s reserve funds; and, 3) the Union Bank Trust Account, which maintains the funds held in trust for the completion of the Cummings Road Landfill Closure Project. Following the completion of the Phase II Closure Construction, Union Bank Trust funds will be released into the Authority’s general funds. The total value of each of these accounts, as of January 2017, is as follows:
HWMA Checking, Umpqua Bank: $2,632,846.85
HWMA Savings, Umpqua Bank: $397,658.35
HWMA CRLF Trust, Union Bank: $1,680,690.50

Authority Financials:
Attachments A and B contain detailed balance sheet and income statement (Statement of Operations) information for the January 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 January are performing approximately 9% over projections of budgeted estimates for Fiscal Year 2017-17. These estimates encapsulate all activity throughout the Authority, and may 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.

As diversion programs increase, staff is monitoring the success of those 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. Interest income is significantly high as the Authority continues to wait for the release of the Landfill Closure Trust following approval of the final closure document for the Cummings Road Landfill.

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 January are below budget projections. Total Expenses are approximately 7% below budgeted estimates thanks to costs avoided in solid waste transportation and disposal and division cost-saving measures.

Payroll expenditures have been brought into line with budget estimates thanks to mid-year adjustments. Due to several work-place 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. Staff is working with our worker’s compensation insurance provider, SDRMA, to reduce incident rates by improving the overall workplace environment at the Transfer Station and Landfill.

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.
Mid-year adjustments have smoothed out expenditure activity for the year. Remaining significant changes in expenditures will result from planned expenditures and annual upkeep; there remains approximately $500,000 in depreciation expense to be recorded, as well as another payment on the Authority’s 2015 Chase Loan of approximately $550,000, which will occur in May 2017.

Monthly disbursements to Authority vendors and employees are summarized in Attachment D for the month of January. These disbursements are comprised primarily of day-to-day costs, including approximately $84,000 in payments to replenish CRV payout funds; the purchase of monitoring equipment for the Cummings Road Landfill totaling $15,466; and approximately $289,000 in various waste disposal and transportation costs.

**Division Activities (as Summarized in Attachment C):**
Activity for all divisions is on track to match Fiscal Year 2016-17 activity. Hazardous Waste and Greenwaste numbers are up significantly, however these numbers tend to normalize against themselves over the winter – with the return of actual wet weather, the Authority will most likely see a balancing of Greenwaste and HHW numbers through the early part of calendar year 2017.

**Attachments:**

A) Authority Balance Statement, January 2017  
B) Authority Statement of Operations, January 2017  
C) Activity Report, January 2017  
D) Cash Disbursements, January 2017
## ASSETS AND DEFERRED OUTFLOWS

### Current Assets:

- **Cash and Investments**
  - $2,956,365
  - $2,215,412
- **Restricted Cash and Investments**
  - 1,688,083
  - 1,675,143
- **Accounts Receivable:**
  - **Customer (Net of Doubtful Accounts)**
    - 924,009
    - 795,434
  - **Grants**
    - 8,655
    - 4,369
  - **Deposits**
    - 19,500
    - 19,500
- **Total Current Assets**
  - 5,596,612
  - 4,709,858

### Noncurrent Assets:

- **Capital Assets:**
  - **Property, Plant and Equipment, Net**
    - 4,419,772
    - 4,354,337
  - **Waste Authority Contract**
    - 221,171
    - 221,171
- **Total Noncurrent Assets**
  - 4,640,943
  - 4,575,508

- **Total Assets**
  - 10,237,555
  - 9,285,366

### Deferred Outflows:

- **Pension Plan**
  - 346,122
  - 346,122

- **Total Assets and Deferred Outflows**
  - 10,583,677
  - 9,631,488

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

### Current Liabilities

- **Accounts Payable and Accrued Liabilities**
  - 430,411
  - 523,452
- **Accrued Payroll**
  - 199,706
  - 139,747
- **Customer Deposits**
  - 2,350
  - 2,350
- **Total Current Liabilities**
  - 632,467
  - 665,549

### Noncurrent Liabilities

- **Long-term Debt Due After One Year**
  - 4,713,012
  - 5,264,217
- **Net Pension Liability**
  - 348,321
  - 348,321
- **Estimated Closure and Post-Closure Care Costs**
  - 7,607,426
  - 7,607,426
- **Total Noncurrent Liabilities**
  - 12,668,759
  - 13,219,964

- **Total Liabilities**
  - 13,301,226
  - 13,885,513

### Deferred Inflows:

- **Pension Plan**
  - 469,877
  - 469,877
- **Unavailable Revenue**
  - 48,069
  - 48,069

- **Total Liabilities and Deferred Inflows**
  - 13,819,172
  - 14,403,459

## NET POSITION (DEFICIT)

- **Net Investment in Capital Assets**
  - (72,069)
  - (688,709)
- **Restricted for Debt Service**
  - 1,688,083
  - 1,675,143
- **Unrestricted (Deficit)**
  - (6,389,751)
  - (9,014,002)

- **Total Net Position**
  - 1,538,242
  - 3,255,597

- **Total Liabilities, Deferred Inflows and Net Position**
  - 10,583,677
  - 9,631,488
Humboldt Waste Management Authority  
Statement of Revenues, Expenses, and Changes in Net Position  
For the Seven Months Ending 1/31/2017

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>$ Var</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Waste Management Fees</td>
<td>5,602,825</td>
<td>5,106,729</td>
<td>496,096</td>
<td>9.71%</td>
</tr>
<tr>
<td>Less: Pass-Through Fees</td>
<td>397,683</td>
<td>390,728</td>
<td>6,955</td>
<td>1.78%</td>
</tr>
<tr>
<td>Net Waste Management Fees</td>
<td>5,205,142</td>
<td>4,716,001</td>
<td>489,141</td>
<td>10.37%</td>
</tr>
<tr>
<td>Green Waste Fees</td>
<td>255,619</td>
<td>199,033</td>
<td>56,586</td>
<td>28.43%</td>
</tr>
<tr>
<td>Other Fees and Charges</td>
<td>(254)</td>
<td>(233)</td>
<td>(21)</td>
<td>9.01%</td>
</tr>
<tr>
<td>Other Operating Revenues</td>
<td>1,097,485</td>
<td>1,106,875</td>
<td>(9,390)</td>
<td>(.85%)</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>6,557,992</td>
<td>6,021,676</td>
<td>536,316</td>
<td>8.91%</td>
</tr>
</tbody>
</table>

|                        |          |          |       |       |
| **OPERATING EXPENSES:**|          |          |       |       |
| Operations and Maintenance | 3,576,123 | 3,772,656 | (196,533) | (5.21%) |
| Administrative and General | 1,126,501 | 1,031,147 | 95,354 | 9.25% |
| Professional Services   | 37,833   | 33,833   | 4,000 | 11.82% |
| Depreciation and Amortization | 252,815 | (252,815) | (100%) |
| Closure-related Expenses | 2,582    | 2,582    | -     |       |
| Other Expenses           | 340,789  | 385,453  | (44,664) | (11.59%) |
| **Total Operating Expenses** | 5,083,828 | 5,475,904 | (392,076) | (7.16%) |
| **Operating Income (Loss)** | 1,474,164 | 545,772 | 928,392 | 170.11% |

|                        |          |          |       |       |
| **NONOPERATING REVENUES (EXPENSES):**|          |          |       |       |
| Interest Income         | 70       | 70       | -     | -     |
| Investment Earnings     | 12,940   | (5,250)  | 18,190 | (346.48%) |
| Rental Income (Net of Expenses) | 67,298   | (74,005) | 141,303 | (190.94%) |
| Grant Revenue           | 58,671   | (156,750) | 215,421 | (137.43%) |
| Grant Expense           | (30,731) | (156,750) | 126,019 | (80.39%) |
| Interest Expense        | (44,169) | (48,889) | 4,720 | (9.65%) |
| **Total Nonoperating Revenues (Expenses)** | 64,079   | (441,644) | 505,723 | (114.51%) |
| **Change in Net Position** | 1,538,243 | 104,128 | 1,434,115 | 1377.26% |
## Waste Tonnage

<table>
<thead>
<tr>
<th></th>
<th>Tonnage</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year to Date</td>
<td>Prior YTD</td>
</tr>
<tr>
<td><strong>Hawthorne</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise</td>
<td>25,960</td>
<td>25,029</td>
</tr>
<tr>
<td>Self Haul</td>
<td>9,991</td>
<td>8,948</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>35,951</td>
<td>33,977</td>
</tr>
<tr>
<td>Humboldt Sanitation</td>
<td>1,314</td>
<td>1,299</td>
</tr>
<tr>
<td>ERD</td>
<td>5,594</td>
<td>2,352</td>
</tr>
<tr>
<td><strong>TOTAL.</strong></td>
<td>42,859</td>
<td>37,628</td>
</tr>
<tr>
<td><strong>Greenwaste</strong></td>
<td>2,265</td>
<td>1,600</td>
</tr>
</tbody>
</table>

## Household Hazardous Waste

<table>
<thead>
<tr>
<th></th>
<th>Customers</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year to Date</td>
<td>Prior YTD</td>
</tr>
<tr>
<td>Commercial</td>
<td>289</td>
<td>194</td>
</tr>
<tr>
<td>Residential</td>
<td>1,990</td>
<td>1,899</td>
</tr>
<tr>
<td>Fortuna Residential</td>
<td>53</td>
<td>48</td>
</tr>
<tr>
<td>Revenue from Countywide Fee</td>
<td>$292,456.28</td>
<td>$264,085.22</td>
</tr>
<tr>
<td><strong>TOTAL.</strong></td>
<td>2,332</td>
<td>2,141</td>
</tr>
</tbody>
</table>

## Traffic Count

<table>
<thead>
<tr>
<th></th>
<th>Average Daily Count FY17</th>
<th>Exceptions</th>
<th>Average Daily Count FY16</th>
<th>Exceptions</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>314</td>
<td>None</td>
<td>295</td>
<td>None</td>
<td>106.4%</td>
</tr>
<tr>
<td>August</td>
<td>315</td>
<td>None</td>
<td>251</td>
<td>None</td>
<td>125.6%</td>
</tr>
<tr>
<td>September</td>
<td>300</td>
<td>None</td>
<td>289</td>
<td>None</td>
<td>103.9%</td>
</tr>
<tr>
<td>October</td>
<td>266</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>100.3%</td>
</tr>
<tr>
<td>November</td>
<td>287</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>108.3%</td>
</tr>
<tr>
<td>December</td>
<td>279</td>
<td>None</td>
<td>266</td>
<td>None</td>
<td>104.9%</td>
</tr>
<tr>
<td>January</td>
<td>283</td>
<td>None</td>
<td>285</td>
<td>None</td>
<td>99.3%</td>
</tr>
<tr>
<td>February</td>
<td>274</td>
<td>None</td>
<td>274</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>March</td>
<td>273</td>
<td>None</td>
<td>273</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>April</td>
<td>330</td>
<td>None</td>
<td>330</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>May</td>
<td>293</td>
<td>None</td>
<td>293</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>June</td>
<td>314</td>
<td>None</td>
<td>314</td>
<td>None</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**Year-to-Date Average** | 292 | 283 | 103.1%
## Attachment D
### January 2017 Disbursements

<table>
<thead>
<tr>
<th>Paid To</th>
<th>Amount</th>
<th>Paid To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101Netlink</td>
<td>$60.00</td>
<td>Mission Uniform &amp; Linen</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>Accelerant</td>
<td>$1,450.00</td>
<td>Munnell &amp; Sherrill, Inc</td>
<td>$129.55</td>
</tr>
<tr>
<td>Accent Wire-Tie</td>
<td>$2,286.71</td>
<td>Nancy Diamond</td>
<td>$3,802.50</td>
</tr>
<tr>
<td>Advanced Superior Alarms</td>
<td>$95.00</td>
<td>NEAC</td>
<td>$40.00</td>
</tr>
<tr>
<td>Airgas USA LLC West Division</td>
<td>$180.05</td>
<td>Network Management Services</td>
<td>$5,686.86</td>
</tr>
<tr>
<td>Asbury Environmental Services</td>
<td>$5,795.60</td>
<td>North Coast Laboratories, Ltd</td>
<td>$644.00</td>
</tr>
<tr>
<td>AT &amp; T</td>
<td>$379.43</td>
<td>Northern California Safety Con</td>
<td>$80.00</td>
</tr>
<tr>
<td>B &amp; B Portable Toilet Company</td>
<td>$6,701.32</td>
<td>Oak Harbor Freight Lines, Inc</td>
<td>$1,034.66</td>
</tr>
<tr>
<td>Bank Fees</td>
<td>$2,349.99</td>
<td>Occupational, Environmental He</td>
<td>$405.00</td>
</tr>
<tr>
<td>Bettendorf Enterprises, Inc.</td>
<td>$6,350.24</td>
<td>Pacific Gas and Electric</td>
<td>$6,834.78</td>
</tr>
<tr>
<td>CA SDU</td>
<td>$45.50</td>
<td>Pacific Paper Co.</td>
<td>$1,496.31</td>
</tr>
<tr>
<td>Capital One Commercial</td>
<td>$629.97</td>
<td>Pape Machinery</td>
<td>$45.93</td>
</tr>
<tr>
<td>Cardmember Service</td>
<td>$17,909.18</td>
<td>Peterson Tractor</td>
<td>$218.51</td>
</tr>
<tr>
<td>Carolina Software</td>
<td>$300.00</td>
<td>Picky Picky Store</td>
<td>$333.10</td>
</tr>
<tr>
<td>Cash for CRV</td>
<td>$83,860.25</td>
<td>Pierson Building Center</td>
<td>$282.63</td>
</tr>
<tr>
<td>City of Eureka</td>
<td>$2,660.00</td>
<td>QED Environmental Systems, Inc</td>
<td>$1,309.58</td>
</tr>
<tr>
<td>Compliance Associates, Inc</td>
<td>$1,050.00</td>
<td>Recology Humboldt County</td>
<td>$337.50</td>
</tr>
<tr>
<td>Cox Rasmussen &amp; Co</td>
<td>$92.00</td>
<td>Schuyler Rubber Co.,Inc</td>
<td>$1,985.19</td>
</tr>
<tr>
<td>Crystal Springs Bottled Water</td>
<td>$169.41</td>
<td>Scrapper's Edge</td>
<td>$18.13</td>
</tr>
<tr>
<td>Eureka Broadcasting Co.,Inc</td>
<td>$3,000.00</td>
<td>SDRMA</td>
<td>$50.00</td>
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<tr>
<td>Eureka Humboldt Fire Extinguis</td>
<td>$807.51</td>
<td>SETCO</td>
<td>$1,096.93</td>
</tr>
<tr>
<td>Fimbres, Antonio</td>
<td>$289.71</td>
<td>Solid Waste of Willits, Inc.</td>
<td>$272,893.96</td>
</tr>
<tr>
<td>Freon Free Inc</td>
<td>$482.35</td>
<td>Staples Credit Plan</td>
<td>$386.63</td>
</tr>
<tr>
<td>Heron Instruments Inc</td>
<td>$589.20</td>
<td>Steve Morris Logging &amp; Contrac</td>
<td>$1,868.47</td>
</tr>
<tr>
<td>HOLT OF CALIFORNIA</td>
<td>$689.49</td>
<td>Suddenlink</td>
<td>$204.95</td>
</tr>
<tr>
<td>Humboldt Community Services Di</td>
<td>$18.60</td>
<td>Thermo Environmental Instr. LL</td>
<td>$15,465.71</td>
</tr>
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<td>Humboldt County Sheriff's Offi</td>
<td>$350.00</td>
<td>Thumper's Mechanical Service I</td>
<td>$3,924.00</td>
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<tr>
<td>Humboldt Fasteners</td>
<td>$165.03</td>
<td>US Bank Office Equipment Finan</td>
<td>$1,306.20</td>
</tr>
<tr>
<td>HumboldtCounty - Recycling</td>
<td>$3,626.00</td>
<td>Verizon Wireless</td>
<td>$247.47</td>
</tr>
<tr>
<td>Industrial Electric Arcata, In</td>
<td>$673.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interdyn BMI</td>
<td>$1,256.00</td>
<td>Total Vendor Disbursements</td>
<td>$472,233.18</td>
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<tr>
<td>L &amp; M Renner, Inc</td>
<td>$3,000.93</td>
<td>Total Payroll Disbursements</td>
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<tr>
<td>Lost Coast Communications, Inc</td>
<td>$1,250.00</td>
<td></td>
<td></td>
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<tr>
<td>Mad River Union</td>
<td>$80.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mendes Supply Company</td>
<td>$64.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercury Disposal Systems, Inc</td>
<td>$223.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Disbursements** $643,331.22
Staff Report

DATE: May 11, 2017

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 3c) Receive February 2017 Financial Reports

RECOMMENDED ACTION: Review and Approve February 2017 Financial Reports.

DISCUSSION:
Each month, staff presents an update on the Authority’s financials based on activity to-date for a 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 02/28/2017 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 February activity include:

a) Several large projects have been completed per the Capital Improvement Plan, and via funding for in-year purchases of long-term assets, including equipment purchases for the Landfill, software upgrades in Administration, and general quality-of-life improvements to the Hawthorne Street Transfer Station;

b) Strong revenue generation continues through February, with total revenues up approximately 9% over budget estimates;

c) Current expenses are holding to overall budget estimates.

The Authority’s cash position is comprised of three accounts; 1) the Authority’s checking account, which handles all the day-to-day expenses; 2) the savings account, which maintains the current cash value of the Authority’s reserve funds; and, 3) the Union Bank Trust Account, which maintains the funds held in trust for the completion of the Cummings Road Landfill Closure Project. Following the completion of the Phase II Closure Construction, Union Bank
Trust funds will be released into the Authority’s general funds. The total value of each of these accounts, as of February 2017, is as follows:

- HWMA Checking, Umpqua Bank: $2,542,749.63
- HWMA Savings, Umpqua Bank: $397,668.48
- HWMA CRLF Trust, Union Bank: $1,682,618.57

**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 9% over projections of budgeted estimates for Fiscal Year 2017-17. These estimates encapsulate all activity throughout the Authority, and may 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.

As diversion programs increase, staff is monitoring the success of those 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. Interest income is significantly high as the Authority continues to wait for the release of the Landfill Closure Trust following approval of the final closure document for the Cummings Road Landfill.

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 below budget projections. Total Expenses are approximately 7% below budgeted estimates thanks to costs avoided in solid waste transportation and disposal and division cost-saving measures.

Payroll expenditures have been brought into line with budget estimates thanks to mid-year adjustments. Due to several work-place 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. Staff is working with our worker’s compensation insurance provider, SDRMA, to reduce incident rates by improving the overall workplace environment at the Transfer Station and Landfill.

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.
Mid-year adjustments have smoothed out expenditure activity for the year. Remaining significant changes in expenditures will result from planned expenditures and annual upkeep; there remains approximately $500,000 in depreciation expense to be recorded, as well as another payment on the Authority’s 2015 Chase Loan of approximately $550,000, which will occur in May 2017.

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, including approximately $72,000 in payments to replenish CRV payout funds; payment of pass-through fees to Member Agencies totaling $116,000; and approximately $380,000 in various waste disposal and transportation costs.

**Division Activities (as Summarized in Attachment C):**
Activity for all divisions is on track to match Fiscal Year 2016-17 activity. Hazardous Waste and Greenwaste numbers are up significantly, however these numbers tend to normalize against themselves over the winter – with the return of actual wet weather, the Authority will most likely see a balancing of Greenwaste and HHW numbers through the early part of calendar year 2017.

**Attachments:**
A) Authority Balance Statement, February 2017  
B) Authority Statement of Operations, February 2017  
C) Activity Report, February 2017  
D) Cash Disbursements, February 2017
### ASSETS AND DEFERRED OUTFLOWS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Investments</td>
<td>$2,960,135</td>
<td>$2,215,412</td>
</tr>
<tr>
<td>Restricted Cash and Investments</td>
<td>1,690,011</td>
<td>1,675,143</td>
</tr>
<tr>
<td>Accounts Receivable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer (Net of Doubtful Accounts)</td>
<td>956,050</td>
<td>795,434</td>
</tr>
<tr>
<td>Grants</td>
<td>8,655</td>
<td>4,369</td>
</tr>
<tr>
<td>Deposits</td>
<td>19,500</td>
<td>19,500</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>5,634,351</strong></td>
<td><strong>4,709,858</strong></td>
</tr>
</tbody>
</table>

| Noncurrent Assets: | | |
|-------------------| | |
| Capital Assets: | | |
| Property, Plant and Equipment, Net | 4,421,320 | 4,354,337 |
| Waste Authority Contract | 221,171 | 221,171 |
| **Total Noncurrent Assets** | **4,642,491** | **4,575,508** |
| **Total Assets** | **10,276,842** | **9,285,366** |

| Deferred Outflows: Pension Plan | 346,122 | 346,122 |
| **Total Assets and Deferred Outflows** | **10,622,964** | **9,631,488** |

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

| Current Liabilities | | |
|---------------------| | |
| Accounts Payable and Accrued Liabilities | 176,973 | 523,452 |
| Accrued Payroll | 200,513 | 139,747 |
| Customer Deposits | 2,350 | 2,350 |
| **Total Current Liabilities** | **379,836** | **665,549** |

| Noncurrent Liabilities | | |
|------------------------| | |
| Long-term Debt Due After One Year | 4,713,012 | 5,264,217 |
| Net Pension Liability | 348,321 | 348,321 |
| Estimated Closure and Post-Closure Care Costs | 7,607,426 | 7,607,426 |
| **Total Noncurrent Liabilities** | **12,668,759** | **13,219,964** |
| **Total Liabilities** | **13,048,595** | **13,885,513** |

| Deferred Inflows: Pension Plan | 469,877 | 469,877 |
| Deferred Inflows: Unavailable Revenue | 48,069 | 48,069 |
| **Total Liabilities and Deferred Inflows** | **13,566,541** | **14,403,459** |

### NET POSITION (DEFICIT)

<p>| | | |
| | | |
|--------------------------| | |
| Net Investment in Capital Assets | (70,521) | (688,709) |
| Restricted for Debt Service | 1,690,011 | 1,675,143 |
| Unrestricted (Deficit) | (6,393,229) | (9,014,002) |
| <strong>Total Net Position</strong> | <strong>1,830,162</strong> | <strong>3,255,597</strong> |
| <strong>Total Liabilities, Deferred Inflows and Net Position</strong> | <strong>10,622,964</strong> | <strong>9,631,488</strong> |</p>
<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>$ Var</th>
<th>% Var</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross Waste Management Fees</td>
<td>6,271,706</td>
<td>5,836,261</td>
<td>435,445</td>
<td>7.46%</td>
</tr>
<tr>
<td>Less: Pass-Through Fees</td>
<td>397,683</td>
<td>446,547</td>
<td>(48,864)</td>
<td>(10.94%)</td>
</tr>
<tr>
<td>Net Waste Management Fees</td>
<td>5,874,023</td>
<td>5,389,714</td>
<td>484,309</td>
<td>8.99%</td>
</tr>
<tr>
<td>Green Waste Fees</td>
<td>310,142</td>
<td>227,467</td>
<td>82,675</td>
<td>36.35%</td>
</tr>
<tr>
<td>Other Fees and Charges</td>
<td>422</td>
<td>(267)</td>
<td>689</td>
<td>(258.05%)</td>
</tr>
<tr>
<td>Other Operating Revenues</td>
<td>1,315,498</td>
<td>1,265,000</td>
<td>50,498</td>
<td>3.99%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>7,500,085</strong></td>
<td><strong>6,881,914</strong></td>
<td><strong>618,171</strong></td>
<td><strong>8.98%</strong></td>
</tr>
<tr>
<td><strong>OPERATING EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations and Maintenance</td>
<td>4,033,811</td>
<td>4,311,607</td>
<td>(277,796)</td>
<td>(6.44%)</td>
</tr>
<tr>
<td>Administrative and General</td>
<td>1,280,574</td>
<td>1,178,454</td>
<td>102,120</td>
<td>8.67%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>41,655</td>
<td>38,667</td>
<td>2,988</td>
<td>7.73%</td>
</tr>
<tr>
<td>Depreciation and Amortization</td>
<td></td>
<td>288,931</td>
<td>(288,931)</td>
<td>(100%)</td>
</tr>
<tr>
<td>Closure-related Expenses</td>
<td>2,582</td>
<td>2,582</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>386,101</td>
<td>440,518</td>
<td>(54,417)</td>
<td>(12.35%)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>5,744,723</strong></td>
<td><strong>6,258,177</strong></td>
<td><strong>(513,454)</strong></td>
<td><strong>(8.2%)</strong></td>
</tr>
<tr>
<td>Operating Income (Loss)</td>
<td><strong>1,755,362</strong></td>
<td><strong>623,737</strong></td>
<td><strong>1,131,625</strong></td>
<td><strong>181.43%</strong></td>
</tr>
<tr>
<td><strong>NONOPERATING REVENUES (EXPENSES):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>80</td>
<td>80</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>14,868</td>
<td>(6,000)</td>
<td>20,868</td>
<td>(347.8%)</td>
</tr>
<tr>
<td>Rental Income (Net of Expenses)</td>
<td>76,919</td>
<td>(84,577)</td>
<td>161,496</td>
<td>(190.95%)</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>58,671</td>
<td>(179,143)</td>
<td>237,814</td>
<td>(132.75%)</td>
</tr>
<tr>
<td>Grant Expense</td>
<td>(31,569)</td>
<td>(179,143)</td>
<td>147,574</td>
<td>(82.38%)</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>(44,169)</td>
<td>(55,873)</td>
<td>11,704</td>
<td>(20.95%)</td>
</tr>
<tr>
<td><strong>Total Nonoperating Revenues (Expens...</strong></td>
<td><strong>74,800</strong></td>
<td><strong>(504,736)</strong></td>
<td><strong>579,536</strong></td>
<td><strong>(114.82%)</strong></td>
</tr>
<tr>
<td>Change in Net Position</td>
<td><strong>1,830,162</strong></td>
<td><strong>119,001</strong></td>
<td><strong>1,711,161</strong></td>
<td><strong>1437.94%</strong></td>
</tr>
</tbody>
</table>
## Waste Tonnage

<table>
<thead>
<tr>
<th></th>
<th>Tonnage</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year to Date</td>
<td>Prior YTD</td>
</tr>
<tr>
<td>Franchise</td>
<td>29,499</td>
<td>28,444</td>
</tr>
<tr>
<td>Self Haul</td>
<td>11,216</td>
<td>10,254</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>40,715</td>
<td>38,698</td>
</tr>
<tr>
<td>Humboldt Sanitation</td>
<td>1,862</td>
<td>1,430</td>
</tr>
<tr>
<td>ERD</td>
<td>5,917</td>
<td>2,634</td>
</tr>
<tr>
<td><strong>TOTAL.</strong></td>
<td>48,494</td>
<td>42,762</td>
</tr>
<tr>
<td>Greenwaste</td>
<td>2,574</td>
<td>1,857</td>
</tr>
</tbody>
</table>

## Household Hazardous Waste

<table>
<thead>
<tr>
<th></th>
<th>Customers</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year to Date</td>
<td>Prior YTD</td>
</tr>
<tr>
<td>Commercial</td>
<td>324</td>
<td>230</td>
</tr>
<tr>
<td>Residential</td>
<td>2,204</td>
<td>2,160</td>
</tr>
<tr>
<td>Fortuna Residential</td>
<td>53</td>
<td>56</td>
</tr>
<tr>
<td>Revenue from Countywide Fee</td>
<td>$326,790.23</td>
<td>$299,264.37</td>
</tr>
<tr>
<td><strong>TOTAL.</strong></td>
<td>2,581</td>
<td>2,446</td>
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## Traffic Count

<table>
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<tr>
<th></th>
<th>Average Daily Count FY17</th>
<th>Exceptions</th>
<th>Average Daily Count FY16</th>
<th>Exceptions</th>
<th>% of Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>314</td>
<td>None</td>
<td>295</td>
<td>None</td>
<td>106.4%</td>
</tr>
<tr>
<td>August</td>
<td>315</td>
<td>None</td>
<td>251</td>
<td>None</td>
<td>125.6%</td>
</tr>
<tr>
<td>September</td>
<td>300</td>
<td>None</td>
<td>289</td>
<td>None</td>
<td>103.9%</td>
</tr>
<tr>
<td>October</td>
<td>266</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>100.3%</td>
</tr>
<tr>
<td>November</td>
<td>287</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>108.3%</td>
</tr>
<tr>
<td>December</td>
<td>279</td>
<td>None</td>
<td>266</td>
<td>None</td>
<td>104.9%</td>
</tr>
<tr>
<td>January</td>
<td>283</td>
<td>None</td>
<td>285</td>
<td>None</td>
<td>99.3%</td>
</tr>
<tr>
<td>February</td>
<td>271</td>
<td>None</td>
<td>274</td>
<td>None</td>
<td>98.9%</td>
</tr>
<tr>
<td>March</td>
<td>None</td>
<td></td>
<td>273</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>April</td>
<td>None</td>
<td></td>
<td>330</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>May</td>
<td>None</td>
<td></td>
<td>293</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td>June</td>
<td>None</td>
<td></td>
<td>314</td>
<td>None</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Year-to-Date Average</strong></td>
<td>289</td>
<td></td>
<td>283</td>
<td>None</td>
<td>102.1%</td>
</tr>
<tr>
<td>Paid To</td>
<td>Amount</td>
<td>Paid To</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------</td>
<td>----------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>101 Netlink</td>
<td>$60.00</td>
<td>Lawrence &amp; Associates</td>
<td>$2,926.55</td>
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<td></td>
</tr>
<tr>
<td>Access Humboldt</td>
<td>$113.57</td>
<td>Les Schwab Tire Center</td>
<td>$635.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advanced Superior Alarms</td>
<td>$222.54</td>
<td>Lighting Resources, LLC</td>
<td>$5,076.80</td>
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<td></td>
</tr>
<tr>
<td>Airgas USA LLC West Division</td>
<td>$871.63</td>
<td>Lost Coast Communications, Inc</td>
<td>$5,786.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alliant Insurance Services</td>
<td>$11,112.58</td>
<td>Mad River Hardwood Co., Inc</td>
<td>$24,410.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allison Poklemba</td>
<td>$8,194.00</td>
<td>Mad River Union</td>
<td>$717.00</td>
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<td></td>
</tr>
<tr>
<td>Antich Automotive</td>
<td>$327.32</td>
<td>MAPLESERVICE</td>
<td>$7,488.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applied Polymer Systems, Inc</td>
<td>$285.32</td>
<td>Maureen Hart</td>
<td>$2,323.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbury Environmental Services</td>
<td>$1,673.15</td>
<td>Mendes Supply Company</td>
<td>$122.69</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AT &amp; T</td>
<td>$370.72</td>
<td>Mission Uniform &amp; Linen</td>
<td>$1,481.83</td>
<td></td>
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<td>HOLT OF CALIFORNIA</td>
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<td>Humboldt County - Recycling</td>
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<td>Vendor Disbursements</td>
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<td>I-5 Tire, Inc</td>
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<td>Employment Disbursements</td>
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<td>Industrial Electric Arcata, In</td>
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<td>L &amp; M Renner, Inc</td>
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</table>

May 11, 2017
Printed on Recycled Paper
Staff Report

DATE: May 11, 2017

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 3d) Receive March 2017 Financial Reports

RECOMMENDED ACTION: Review and Approve March 2017 Financial Reports.

DISCUSSION:
Each month, staff presents an update on the Authority’s financials based on activity to-date for a 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 03/31/2017 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 March activity include:

a) Several large projects have been completed per the Capital Improvement Plan, and via funding for in-year purchases of long-term assets, including equipment purchases for the Landfill, software upgrades in Administration, and general quality-of-life improvements to the Hawthorne Street Transfer Station;
b) Strong revenue generation continues through March, with total revenues up approximately 9% over budget estimates;
c) Current expenses are holding to overall budget estimates.

The Authority’s cash position has been historically comprised of three accounts; 1) the Authority’s checking account, which handles all the day-to-day expenses; 2) the savings account, which maintains the current cash value of the Authority’s reserve funds; and, 3) the Union Bank Trust Account, which maintains the funds held in trust for the completion of the Cummings Road Landfill Closure Project. With final approval of the Cummings Road Landfill Construction Quality Assurance documents by the North Coast Regional Water Quality Control Board, the...
Humboldt County Local Enforcement Agency, and CalRecycle, the funds held in trust have been released to the Authority’s general operating fund as of March 20, 2017 and will be used to fully fund Authority reserves and bolster the Authority’s cash flow for activities related to the proposed purchase of the Cummings Road Forest Property and planned capital improvement projects.

HWMA Checking, Umpqua Bank: $4,393,016.14
HWMA Savings, Umpqua Bank: $397,678.61
HWMA CRLF Trust, Union Bank: Closed 3/20/2017

**Authority Financials:**

Attachments A and B contain detailed balance sheet and income statement (*Statement of Operations*) information for the March 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 March are performing approximately 9% over projections of budgeted estimates for Fiscal Year 2017-18. These estimates encapsulate all activity throughout the Authority, and may 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.

As diversion programs increase, staff is monitoring the success of those 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 March are below budget projections. Total Expenses are approximately 3% below budgeted estimates thanks to costs avoided in solid waste transportation and disposal and division cost-saving measures. In addition, one-time expenses related to depreciation of assets and capital purchases have been updated to bring operating expenses closer to budgeted estimates.

Payroll expenditures have been brought into line with budget estimates thanks to mid-year adjustments. Due to several work-place 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. Staff is working with our worker’s compensation insurance provider, SDRMA, to reduce incident rates by improving the overall workplace environment at the Transfer Station and Landfill.

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.
Mid-year adjustments have smoothed out expenditure activity for the year. Remaining significant changes in expenditures will result from planned expenditures related to payment on the Authority’s 2015 Chase Loan of approximately $550,000, which will occur in May 2017.

Monthly disbursements to Authority vendors and employees are summarized in Attachment D for the month of March. These disbursements are comprised primarily of day-to-day costs, including approximately $83,000 in payments to replenish CRV payout funds; payment of recycling revenue shares and pass-through fees to Member Agencies totaling $93,000; and approximately $346,000 in various waste disposal and transportation costs.

**Division Activities (as Summarized in Attachment C):**
Activity for all divisions is on track to match Fiscal Year 2016-17 activity. Hazardous Waste and Greenwaste numbers are up significantly, however these numbers tend to normalize against themselves over the winter – with the return of actual wet weather, the Authority will most likely see a balancing of Greenwaste and HHW numbers through the early part of calendar year 2017.

**Attachments:**
- A) Authority Balance Statement, March 2017
- B) Authority Statement of Operations, March 2017
- C) Activity Report, March 2017
- D) Cash Disbursements, March 2017
### ASSETS AND DEFERRED OUTFLOWS

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<tr>
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<th>3/31/2017</th>
<th>6/30/2016</th>
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<tbody>
<tr>
<td><strong>Current Assets:</strong></td>
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<tr>
<td>Cash and Investments</td>
<td>$4,810,927</td>
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<td>Restricted Cash and Investments</td>
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<td><strong>Accounts Receivable:</strong></td>
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<td>Customer (Net of Doubtful Accounts)</td>
<td>941,954</td>
<td>795,434</td>
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<td>Grants</td>
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<td>4,369</td>
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<td>Deposits</td>
<td>19,500</td>
<td>19,500</td>
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<td><strong>Total Current Assets</strong></td>
<td>5,781,036</td>
<td>4,709,858</td>
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<td><strong>Noncurrent Assets:</strong></td>
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<td></td>
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<tr>
<td><strong>Capital Assets:</strong></td>
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<td></td>
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<tr>
<td>Property, Plant and Equipment, Net</td>
<td>3,998,472</td>
<td>4,354,337</td>
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<td>Waste Authority Contract</td>
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<td>221,171</td>
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<td><strong>Total Noncurrent Assets</strong></td>
<td>4,219,643</td>
<td>4,575,508</td>
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<td><strong>Total Assets</strong></td>
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<td>9,285,366</td>
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<td><strong>Deferred Outflows:</strong></td>
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<td>Pension Plan</td>
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<td>346,122</td>
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<td><strong>Total Assets and Deferred Outflows</strong></td>
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<td>9,631,488</td>
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### LIABILITIES, DEFERRED INFLOWS AND NET POSITION(DEFICIT)

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<td><strong>Current Liabilities</strong></td>
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<td>Accounts Payable and Accrued Liabilities</td>
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<td>Accrued Payroll</td>
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<td><strong>Total Current Liabilities</strong></td>
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<td><strong>Noncurrent Liabilities</strong></td>
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<td>Long-term Debt Due After One Year</td>
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<td>Net Pension Liability</td>
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<td>Estimated Closure and Post-Closure Care Costs</td>
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<td>7,607,426</td>
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<td><strong>Total Noncurrent Liabilities</strong></td>
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<td><strong>Total Liabilities</strong></td>
<td>12,945,421</td>
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<td>Pension Plan</td>
<td>469,877</td>
<td>469,877</td>
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<td>Unavailable Revenue</td>
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<td><strong>Total Liabilities and Deferred Inflows</strong></td>
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<td>14,403,459</td>
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### NET POSITION (DEFICIT)

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<td>Net Investment in Capital Assets</td>
<td>(493,369)</td>
<td>(688,709)</td>
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<td>Restricted for Debt Service</td>
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<td>Unrestricted (Deficit)</td>
<td>(4,271,168)</td>
<td>(9,014,002)</td>
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<td><strong>Total Net Position</strong></td>
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<td>3,255,597</td>
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<td><strong>Total Liabilities, Deferred Inflows and Net Position</strong></td>
<td>10,346,801</td>
<td>9,631,488</td>
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## Humboldt Waste Management Authority

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

**For the Nine Months Ending 3/31/2017**

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<th>YTD</th>
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<th>Budget</th>
<th>$ Var</th>
<th>% Var</th>
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<td>Gross Waste Management Fees</td>
<td>7,107,657</td>
<td>6,565,794</td>
<td>541,863</td>
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<td>Less: Pass-Through Fees</td>
<td>397,683</td>
<td>502,365</td>
<td>(104,682)</td>
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<td>Net Waste Management Fees</td>
<td>6,709,974</td>
<td>6,063,429</td>
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<td>Green Waste Fees</td>
<td>337,971</td>
<td>255,900</td>
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<td>Other Fees and Charges</td>
<td>424</td>
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<td>724</td>
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<td>Other Operating Revenues</td>
<td>1,398,611</td>
<td>1,423,125</td>
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<td><strong>Total Operating Revenues</strong></td>
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<td><strong>7,742,154</strong></td>
<td><strong>704,826</strong></td>
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<td>Operations and Maintenance</td>
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<td>4,850,558</td>
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<td>Administrative and General</td>
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<td>1,325,760</td>
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<td>Professional Services</td>
<td>43,488</td>
<td>43,500</td>
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<td>Depreciation and Amortization</td>
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<td>325,048</td>
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<td>Closure-related Expenses</td>
<td>2,582</td>
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<td>Other Expenses</td>
<td>452,505</td>
<td>495,583</td>
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<td><strong>Total Operating Expenses</strong></td>
<td><strong>6,862,700</strong></td>
<td><strong>7,040,449</strong></td>
<td><strong>(177,749)</strong></td>
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<td>Operating Income (Loss)</td>
<td>1,584,280</td>
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### NONOPERATING REVENUES (EXPENSES):

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<td>90</td>
<td>-</td>
<td>-</td>
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<td>Investment Earnings</td>
<td>(1,620)</td>
<td>6,750</td>
<td>(8,370)</td>
<td>(124%)</td>
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<td>Rental Income (Net of Expenses)</td>
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<td>87,649</td>
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<td>Grant Revenue</td>
<td>58,671</td>
<td>201,536</td>
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<td>Grant Expense</td>
<td>(36,585)</td>
<td>(201,536)</td>
<td>164,951</td>
<td>(81.85%)</td>
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<tr>
<td>Interest Expense</td>
<td>(44,169)</td>
<td>(62,857)</td>
<td>18,688</td>
<td>(29.73%)</td>
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<td><strong>Total Nonoperating Revenues (Expenses)</strong></td>
<td><strong>62,918</strong></td>
<td><strong>31,542</strong></td>
<td><strong>31,376</strong></td>
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<td><strong>Change in Net Position</strong></td>
<td><strong>1,647,198</strong></td>
<td><strong>733,247</strong></td>
<td><strong>913,951</strong></td>
<td><strong>124.64%</strong></td>
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## Waste Tonnage

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<tr>
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<tr>
<td></td>
<td>Year to Date</td>
<td>Prior YTD</td>
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<tr>
<td>Hawthorne</td>
<td>Franchise</td>
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<td>Self Haul</td>
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<td><strong>Subtotal</strong></td>
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<td></td>
<td>Humboldt Sanitation</td>
<td>2,231</td>
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<td>ERD</td>
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<td><strong>TOTAL</strong></td>
<td><strong>54,794</strong></td>
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<td>Greenwaste</td>
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## Household Hazardous Waste

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<td>Prior YTD</td>
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<td>Commercial</td>
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<td>Residential</td>
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<td>Fortuna Residential</td>
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<td>Revenue from Countywide Fee</td>
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<td><strong>TOTAL</strong></td>
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## Traffic Count

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<tr>
<th></th>
<th>Average Daily Count FY17</th>
<th>Exceptions</th>
<th>Average Daily Count FY16</th>
<th>Exceptions</th>
<th>% of Prior</th>
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<tr>
<td>July</td>
<td>314</td>
<td>None</td>
<td>295</td>
<td>None</td>
<td>106.4%</td>
</tr>
<tr>
<td>August</td>
<td>315</td>
<td>None</td>
<td>251</td>
<td>None</td>
<td>125.6%</td>
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<tr>
<td>September</td>
<td>300</td>
<td>None</td>
<td>289</td>
<td>None</td>
<td>103.9%</td>
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<tr>
<td>October</td>
<td>266</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>100.3%</td>
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<tr>
<td>November</td>
<td>287</td>
<td>None</td>
<td>265</td>
<td>None</td>
<td>108.3%</td>
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<tr>
<td>December</td>
<td>279</td>
<td>None</td>
<td>266</td>
<td>None</td>
<td>104.9%</td>
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<tr>
<td>January</td>
<td>283</td>
<td>None</td>
<td>285</td>
<td>None</td>
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<tr>
<td>February</td>
<td>271</td>
<td>None</td>
<td>274</td>
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<td>291</td>
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<td>273</td>
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<td>May</td>
<td>293</td>
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<td>Humboldt Recycling</td>
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May 11, 2017
Printed on Recycled Paper
Staff Report

DATE: February 24, 2017  For Meeting of: March 9, 2017

FROM: Jill Duffy, Executive Director

SUBJECT: Item 3e)
Purchase of 413 Acres of Forested Property Adjacent to Cummings Road Landfill from Recology Humboldt.

RECOMMENDED ACTION:
That the Board: 1) Exercise its Option to Purchase 413 Acres of Forested Property Adjacent to Cummings Road Landfill from Recology Humboldt County; 2) Authorize the release of funds in the amount of $1,032,500 for property purchase; and 3) Authorize the Executive Director to execute all documents necessary to implement the Board’s action.

SUMMARY:
Staff recommends the Board exercise its Option to purchase 413 acres of forested property surrounding the Cummings Road Landfill from Recology Humboldt County. The agreed upon purchase price is $1,032,500, which is 43% of the property’s appraised value. The Option was approved by HWMA’s Board of Directors and Recology on May 23, 2014, and expires on May 23, 2017.

Staff recommends the Board: 1) Exercise its Option to Purchase 413 Acres of Forested Property Adjacent to Cummings Road Landfill from Recology Humboldt County; 2) Authorize the release of funds in the amount of $1,032,500 for property purchase; and 3) Authorize the Executive Director to execute all documents necessary to implement the Board’s action.

Background
Located two miles southeast of Eureka, the Cummings Road Burn Ash Site (Site) was active from 1933 to 1969. During this time, municipal solid waste was open air burned and pushed off a nearby ravine where it accumulated for 36 years. During the winter of 2005/06, a series of storms resulted in intensive rainfall, contributing to widespread flooding and landslides throughout Northern California. A landslide occurred at the eastern edge of the Site and exposed burn ash debris, some of which slid into the junction of an unnamed stream to Ryan Creek.

In response to the environmental conditions at the Site, the California Regional Water Quality Control Board, North Coast Region (NCRWQCB) issued Cleanup and Abatement Order No. R1-2013-0033, jointly naming the HWMA and Recology Humboldt County. Following extensive
discussions, the parties agreed to work in conjunction in secure consultants, develop necessary plans, permits, construction and funding to complete this Order. The project entailed the excavation of 92,000 cubic yards of burn ash debris to meet NCRWQCB-approved cleanup levels, stream and redwood forest restoration, fish passage barrier removal, and a five-year post-closure monitoring and maintenance plan. Project cost was $4.66 million.

During this period, HWMA was also in the process of closing the Cummings Road Landfill, a Class III MSW landfill, located adjacent to the Site. Phase I of the closure had been completed in September 2012. Phase II of the landfill closure was postponed pending the completion of the Burn Ash Site Cleanup and Abatement Order since material had been approved for relocation and disposal to the Phase II location, capped and closed. Removal of the excavated material and placement within the permitted landfill avoided costs over $12 million by not having to have material transported and hauled to an out of area landfill.

The parties shared the planning, permitting and clean-up costs as outlined in 1) Interim Funding Agreement (June 2, 2013); and 2) Settlement and Release Agreement (May 20, 2016).

Project Funding was provided by:

Equal Contributions for Certain Work:
- HWMA $385,000
- Recology $385,000
- CalRecycle “Illegal Disposal Site Abatement Program $750,000
- Recology - Settlement & Release Agreement $1,200,000
- Headwaters Fund Loan provided to HWMA $900,000
- HWMA $1,431,980

Total Project Cost $4,666,980

Option Agreement
As part of the Settlement and Release Agreement, Recology and HWMA entered into an Option and Purchase Agreement on May 23, 2014, extended in March of 2016, giving HWMA an exclusive option to purchase the surrounding 413 acres of forested property for the amount of $1,032,500. The Option expires on May 23, 2017. If the Option is exercised, HWMA is required to make an immediate deposit of $25,000 into escrow, and second payment of $875,000 before the closing date 60 days after exercise of the Option, and a third payment of $120,000 no later than 120 days after close of escrow.

Forest Properties & Potential Uses
The subject property is composed of 413 acres of seven (7) undeveloped forest parcels that surround the Cummings Road Landfill. A September 2013 appraisal estimated the property value at $2.4 million, including an estimated timber value of $1.1 million. Currently, the property, with the exception of two parcels, is under timber management through a Non-Industrial Timber Management Plan. The two parcels have timber harvest rights held by
Humboldt Redwoods Company until 2027. Trees are managed and selectively harvested within a regular rotation, generating an average net income of $80,000-$100,000 annually.

Potential uses for the property include but are not limited to 1) protect and buffer the landfill from future development pressures; and 2) continued timber harvesting and forestland activities; and/or 3) possible future sale of certain or all parcels; and/or 4) evaluation for use of certain diversion activities such as organics and greenwaste composting.

**Funding Source for Purchase**

This agreed to purchase price is equivalent to 43% of the property’s appraised value, effectively repaying the Authority for costs incurred during execution and completion of the Corrective Action Plan for the Cummings Road Burn Ash Site.

Funding is proposed to come from the Authority’s Operating Funds. In preparation for the potential exercise of the Agreement, staff has continued to implement improved spending controls in all divisions to increase cash on hand, and costs avoided due to the agreement with Solid Waste of Willits for solid waste transportation and disposal which has afforded the Authority the ability to save funds for the specific purpose of exercising the Agreement with minimal impact to operations.

Additionally, with recent certification of the Cummings Road Landfill Closure, staff has requested release of the remaining $1.7 million in trust funds held with Union Bank, which will shore up Reserves and assist with cash flow following the purchase.

Staff considered additional financing options for the property (loans, bond issues to coincide with other projects); however, with the creation of reserve funds in 2016, and no major projects on the horizon that have not already been accounted for in the Authority’s Capital Improvement Plan, staff believes that purchasing the land with operating funds allows the Authority to maintain a more conservative cash profile, enhance total assets, and gives the Authority a stronger platform for planning long-term improvements in solid waste management and diversion activities, per the goals outlined in the 2013-2023 Strategic Plan.

**ALTERNATIVES:**

The Board could decline to exercise the option, and notify Recology of its intention not to purchase the property. However, the total value of the property, $2,100,000 as appraised in 2013, would provide more benefit than any potential harm in the reduction of operating funds. The addition of the land to the Authority’s asset profile will further assist with long-term financing of potential future projects.

**ATTACHMENTS:**

Forest Property Offer Map, with Parcels
Staff Report

DATE: April 17, 2017 For Meeting Of: May 11, 2017

FROM: Brent Whitener, Director of Operations & Facilities Management

SUBJECT: Item 3f)
Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors

RECOMMENDED ACTION:
That the Board of Directors:

1) Approve the Project Bid Document Entitled “Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”; including technical specifications, and contract for the project, and

2) Direct Staff to advertise Project with bids to be open May 30, 2017 at 2:00 pm PST;

SUMMARY:
This project will replace the motors for eight (8) of the ten existing automatic roll-up doors located at the Hawthorne Street Transfer Station. Two door motor assemblies were replaced in 2012. The eight remaining roll-up door motors at the Transfer Station were originally installed in 2003 and are at the predicted end of their useful life, requiring additional maintenance due to break-downs, and require replacement. A proposed bid package and supporting media outreach materials are offered for consideration for approval by the Board of Directors.

The main Tipping Floor is accessed through a series of ten large industrial metal roll-up doors, each of which is powered by an electric motor suitable for the service. HWMA customers unload solid waste onto the main ‘Tipping Floor’ through bay doors. At the day’s end, these doors are then closed to secure the facility for safety and site control purposes. The existing motors are a 460 volt three phase motor rated at two horsepower. In the event of a power outage or interruption, each door system includes a manual “hand-wheel” mechanism that allow the doors to be operated manually from ground level. Two door motors were recently replaced. This leaves eight of the motors in place, and these are approaching fifteen (15) years of service with replacement parts for this dated model of lift motor becoming increasingly difficult to acquire.

HWMA is seeking to obtain bids for full replacement for eight of the door motor systems, including equipment and installation that meets the capacity of the existing system. HWMA staff developed a Bid Document which contains: 1) Notice to Bidders; and 2) Contract Conditions; 3) Bid Schedule; 4) Technical Specifications; and 5) Drawings; to obtain bids for the project.

Staff expects that there will be four or five responses to this bid proposal. Staff requests that the Board approve the project as presented and approve advertising to obtain bids. Once bids are
received, HWMA staff will review the bids and return to the Board with the recommended lowest responsible bidder for consideration at the June 8, 2017 meeting.

**SCHEDULE:**
Following approval to proceed with bidding, the HWMA will advertise for bids to be submitted no later than 2 PM on Tuesday, May 30, 2017. The results of the bids and a recommendation for the next steps will be presented to the Board during the June 8, 2017 Board meeting.

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<th>HWMA Approval of Project</th>
<th>Thursday, May 11, 2017</th>
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<td>Optional Site Visit</td>
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<td>Bid Opening</td>
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<tr>
<td>Award of Contract</td>
<td>Thursday, June 8 2017</td>
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**CEQA & Permits**
The 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, maintenance and permitting of existing facilities involving negligible or no expansion of use.

**FISCAL IMPACTS:**
This project was identified in the “2017-2023 Capital Improvement Plan” for fiscal year 2016-2017, and was included in the FY 2016-17 Budget. Planned repairs should be scheduled prior to June 30, 2017.

**ALTERNATIVES:** Continue with industrial door motor systems that are currently installed and defer replacement in lieu of repairs as may be required. This alternative is not recommended by staff due to the age and condition of the door systems and the importance of fully functioning doors to overall operational effectiveness.

**ATTACHMENTS:**
Attachment 1: Public Notice for Publishing Bid Invitation
Attachment 2: Notice to Bidders (May 11, 2017)
HUMBOLDT WASTE MANAGEMENT AUTHORITY

Notice to Bidders

FOR

HAWTHORNE STREET TRANSFER STATION
“REPLACEMENT OF ELECTRIC MOTORS AND ASSOCIATED EQUIPMENT FOR INDUSTRIAL ROLL UP DOORS”

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

Bids Open: Tuesday, May 30, 2017
2:00 p.m.
Pacific Standard Time
At HWMA Office
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
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<td>vii</td>
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<td>INSTRUCTIONS TO BIDDERS</td>
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<td><strong>GENERAL CONDITIONS</strong></td>
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<td>1-02. Examinations of Plans, Special Provisions and Site of Work</td>
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Humboldt Waste Management Authority
NOTICE TO BIDDERS
FOR
Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors

NOTICE IS HEREBY GIVEN that sealed standard Proposals for Hawthorne Street Transfer Station replacement of electric motors and associated equipment for industrial roll up doors 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 30, 2017 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 Hawthorne Street Transfer Station Replacement of electric motors and associated equipment for industrial roll up doors”. Bids are required for the entire work described herein. No electronic or fax bids will be accepted.

The work consists of replacing eight (8) motors used to operate industrial roll up doors at the Hawthorne Street Transfer Station.

Bid Documents may be inspected and/or copies obtained at the Humboldt Waste Management Authority Office at 1059 West Hawthorne St., Eureka, CA 95501 for no fee by calling (707) 268-8680 and or viewed on-line at the HWMA website: http://www.hwma.net. No bid will be considered unless it is made on the forms furnished by HWMA and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law and as described in the contract documents and registered with the California Department of Industrial Relations and qualified to perform work under California Labor Code § 1725.5.

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 are 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 June 8, 2017) 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 June 8, 2017) 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) Contractor’s License or equivalent specialty licenses.

Pursuant to Section 4590 of the California Government 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: May 12, 2017

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

Humboldt Waste Management Authority is seeking replacement of eight (8) electric motors and associated equipment for industrial roll up doors that 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 its, 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 Executive Director 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, starting on a given Friday afternoon, and ending on the following Monday morning and all substantial work must be completed by July 30, 2017. 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 may, by appointment, 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 Authority to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by HWMA or its officers that such conditions are actually existent, nor shall the HWMA, 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 Brent Whitener, Director of Operations and Facilities Management at (707) 268-8680 at least one (1) business day 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 Director of Operations and Facilities Management and have their contact information added to the “Prospective Bidders List.” Only bidders that are on the Bidders List will be sent addenda, and bids will only be accepted by bidders that attend the mandatory pre-bid conference and acknowledge all addenda in their Proposal. Please call or e-mail the Director of Operations and Facilities Management to be added to the Bidders List.

Brent Whitener  
Director of Operations and Facilities Management  
Humboldt Waste Management Authority  
1059 W. Hawthorne Street  
Eureka, CA 95501  
Phone: 707-268-8680  
Fax: 707-268-8927  
bwhitener@hwma.net

All questions shall be submitted in writing to the Director of Operations and Facilities Management either by email or fax no later than May 23, 2017.

**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 May 23, 2017.

The Hawthorne Street Transfer Station is located within the jurisdiction of the city of Eureka at 1059 West Hawthorne Street, Eureka, California, 95501.

**Evaluation of Bids**

Only responsive bids from responsible bidders will be reviewed. The bids will be compared on a total bid price basis. 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 another individual officially designated by the HWMA’s Executive Director to monitor and direct the work described in the Contract Documents and related construction under this contract, acting personally or through agents or assistants duly authorized by him, 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. “Proposal” shall mean the completed form included with these conditions submitted to the bidder to HWMA.
j. “Special Provisions” shall mean the section of the Contract Documents that addresses special specifications that bidders must adhere to in submitting their bid documents.
k. "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.
l. 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.
m. 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.
n. 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 without removal from the bound Special Provisions. 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.

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 June 8, 2017 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 June 8, 2017) 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 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 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.

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 Authority staff or a designated 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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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 cause the HWMA 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 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 used at the risk and responsibility of the Contractor; and the Project Engineer and the HWMA shall assume no responsibility thereof.

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

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes 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, or other designated individual, 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 public authority require 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

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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 Project Engineer 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.

Prior to performing additional work, the Contractor shall submit a written request for change order to the Project Engineer and HWMA for review. The Contractor shall not perform additional work without prior written approval by the HWMA.

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 a bankrupt, or if he or she makes a general assignment for the benefit of his or her creditors, or if a receiver is appointed on account of his or her insolvency, or if he or she 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 he or she 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 employment 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 per Section 01300 of 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.

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. **Saturday, Sunday, Holiday and Night Work.** No work shall be done between the hours of 6 p.m. and 7 a.m., not on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established a a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.”

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. As applicable, 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 Project Engineer 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 Project Engineer 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 5:00 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 protesting bidder.

   E. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
11-06 Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, July 2006, are hereby made a part of these Contract Documents and are hereinafter referred to as "California Standard Specifications" or "California Standard Plans." The California Standard Specifications are superseded by these documents and specifications where in conflict or otherwise contradictory.

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

Department of Transportation – Humboldt Waste Management Authority.

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

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

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

State - The Humboldt Waste Management Authority.

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

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

1. (HWMA) Special Provisions
2. (HWMA) Project Plans
3. (HWMA) Standard Plans and Details
5. California Standard Plans
6. California Standard Specifications
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>
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<th>Section No.</th>
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<td>General Information</td>
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<td>Amendments to General Conditions</td>
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<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 2006, are hereby made a part of these Contract Documents and are hereinafter referred to as "California Standard Specifications" or "California Standard Plans." The California Standard Specifications are superseded by these documents and specifications where in conflict or otherwise contradictory.

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**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.

12-9. 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 9-1.08 of the Standard Specifications that allows calculation of change in overhead final quantity by more than 10% 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 30 days 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 are presented in CSI format. In case of discrepancy between the Standard Specifications and the Technical Specifications, the Technical Specifications shall prevail.

15-02. Drawings

The Drawings for the project shall be considered part of these documents. Refer to Figure 1.
CSI SPECIFICATIONS  
SECTION 08331  

ROLL-UP DOOR REPLACEMENT MOTORS  

PART 1 - GENERAL  

1.01 SUMMARY  
A. Section Includes:  
1. Motors for motor-operated roll-up doors.  

1.02 REFERENCES  
A. American Society for Testing Materials (ASTM):  
2. A653 Specifications for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process.  
3. IEEE-43 International Electrtechnical Com  

1.03 SUBMITTALS  
A. Submit in accordance with Section 01300:  
1. Product Data: Describe every product or item proposed for use.  
2. Provide cut sheet of the proposed motor demonstrating that the motor is suitable for a marine environment.  

1.04 QUALITY ASSURANCE  
A. Qualifications:  
1. Provide motor assemblies manufactured by a firm specializing in roll-up (overhead coiling) industrial doors.  
2. Install motor using a Licensed Specialty Contractor engaged in providing and installing roll-up and other industrial doors and who is approved by the door manufacturer.  

B. Regulatory Requirements. Comply with the following: Applicable Occupational Safety and Health Regulations and California 2006 adopted version of the International Building Code (IBC), 2006 edition, and version of the Electrical Code used by the City of Eureka Building Department, including standards and amendments.
1.05 WARRANTY

A. All Roll-Up Doors Motors shall be warranted for a period of twelve (12) months from the time of building acceptance by the Owner against defects in workmanship and materials.

PART 2 – PRODUCTS
2.01 ROLL-UP DOOR MOTORS

A. General: Provide eight (8) roll-up door motors and attachments to replace the existing motors assuming the following:
1. Motors of the same voltage and horsepower and phase as the existing ones. The existing motors are two horsepower rated, 460 volt power supply, 3 phase electric motors suitable for service on industrial rated roll up metal doors. A photograph of the existing motor data plate is attached at 2.01 A (7)
2. Motors shall be resistant to corrosion in a marine environment.
3. Existing door openings are noted in yellow on the attached “Transfer Station Foundation Plan”. They are of the following approximate dimensions:
   - Four (4) doors at 13 feet in height, 20 foot width
   - Three (3) doors at 25 feet in height, 20 feet in width
   - One (1) door at 17 feet in height, 16 feet in width
4. Photograph of existing motor identification plate.

B. Motor Operating Equipment:
1. Provide all equipment required for completely automatic operation from remote control station(s). Include the following features:
a. Integral power unit: Include motor, motor starter, limit switches, gear unit, disc brake, and hand chain operator. Provide NEMA Type 4X enclosures for electrical controls.

b. Motor: Totally enclosed squirrel cage motor rated at voltage to conform to available power supply, 3-phase, 60 hertz, horsepower required by size of door (1 horsepower minimum). Mount motor so it is removable without affecting the chain operator or limit switch adjustments. The motor shall be suitable for premium-efficiency, severe duty environment under IEEE-841 standard 2009 with corrosion resistant hardware that has been subjected to ASTM B117-90, Test Method of Salt Spray (Fog) Testing, or approved equal TEFC motor suitable for a marine environment.

c. Motor starter: Reversing magnetic starter with three overload relays and sized to suit the motor.

d. REVERSING SAFETY EDGE: Provide safety feature at foot piece astragal consisting of a vinyl or neoprene loop-type seal on 1/8-inch thick (min.) steel bottom bar, with Cookson "Featheredge"; or equal safety device that uses air waves to detect an object in its path and reverse direction of travel if door contacts an obstruction during the closing cycle.

e. Brake: Disc brake, self-adjusting, removable without affecting chain operator or limit switch setting.

f. Hand-chain operator: For emergency use, provide electrical interlock. Configure so operation by hand chain does not affect the timing of the limit switch. Provide for padlocking of operator chain to lock curtain in closed position only.

g. Limit switch: Geared limit switch to set open and close positions and prevent over-travel.

h. Gear unit: Fully enclosed and operating in an oil bath.

i. Capacity: Provide a power unit that has the capacity to raise and lower roll-up door at the rate of 2/3-foot per second.

j. Control Station, each door: One 3-position pushbutton station marked "Open," "Close," and "Stop." Wire "Close" position for constant pressure operation. Door closing motion will automatically stop when pushbutton is released.

k. Wiring: All shall be factory prewired electrical connections to the extent permitted by local codes.

l. Provide an integral power unit approved and listed by Underwriters’ Laboratories, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install motor assembly using manufacturer's instructions by trained and qualified personnel. All wiring shall be performed or supervised by a California licensed electrician. Locations are noted on the attached “Figure 1 - C1.0 Hawthorne Street Transfer Station Roll Up Door Replacement”

B. After motor installation, adjust and test doors in accordance with manufacturer's printed instructions.
C. Provide identification tags for electric motor at each roll-up door. Show the voltage and horsepower of the motor and indicate the location of the motor control center or panelboard to which it is connected.
END OF SECTION
HUMBOLDT WASTE MANAGEMENT AUTHORITY
PROPOSAL
FOR
“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

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**

“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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**TOTAL** $  

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.

“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

________________________________________________________________

(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:

__________________________________________________
__________________________________________________
__________________________________________________
__________________________________________________
__________________________________________________

May 11, 2017
Printed on Recycled Paper
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, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction site in an amount in excess of one-half of 1 percent of the total bid and (b) the portion of the work to be done by each subcontractor.

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<tr>
<th>Company Name</th>
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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    __________________

Page 92 of 113
Humboldt Waste Management Authority
“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

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 “Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

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: __________________________________________________________
NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

__________________________________________________
Signature(s) of Bidder

Business Address: __________________________________________________

__________________________________________________
Place of Residence: __________________________________________________

__________________________________________________

NOTARIZATION

Subscribed and sworn to before me this _____ day of ________, 20____.

__________________________________________________
Notary Public in and for the County of __________________________, State of California.
My Commission Expires ________________________, 20 ____.
Humboldt Waste Management Authority

AGREEMENT

FOR

“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

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

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 by July 30, 2017 (40 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.
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.

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.

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 Hawthorne Transfer Station Tipping Floor Repair
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings

Article V. Wage Rates

Contractor acknowledges that prevailing wage applies to the work performed herein, and Section 6-21 of the Contract Document regarding wage rates is expressed restated here. Additionally, 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.

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 ______________, 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

“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

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:

____________________________________   ___________________________________(SEAL)
(Individual Principal)

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)
WITNESS:

____________________________________  ___________________________________(SEAL)
(Corporate Principal)

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

ATTEST:

____________________________________  ___________________________________ Affix
(Corporate Principal)   Corporate Seal

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

ATTEST:

____________________________________  ___________________________________ Affix
(Corporate Surety)   Corporate Seal

___________________________________
(Business Address)

___________________________________
(City/State/Zip Code)

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

The total amount of premium charges is $____________________________.

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

____________________________________________ Affix Corporate Seal
Humboldt Waste Management Authority
For
“Replacement of Electric Motors and Associated Equipment for Industrial Roll Up Doors”

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

that we the undersigned, ______________________________________________________
__________________________________________________________________________,
AS PRINCIPAL, and
__________________________________________________________________________
__________________________________________________________________________,
AS SURETY,

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

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

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

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

In the presence of:

WITNESS:

__________________________________________ (SEAL)
(Individual Principal)
__________________________________________
(Business Address)
__________________________________________
(City/State/Zip Code)

WITNESS:

__________________________________________ (SEAL)
(Corporate Principal)
(Business Address) ______________________________

(City/State/Zip Code) ______________________________

ATTEST: ______________________________________  ___________________________________ Affix Corporate Seal

(Corporate Principal) ______________________________

(Business Address) ______________________________

(City/State/Zip Code) ______________________________

ATTEST: ______________________________________  ___________________________________ Affix Corporate Seal

(Corporate Surety) ______________________________

(Business Address) ______________________________

(City/State/Zip Code) ______________________________

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

The total amount of premium charges is $____________________________..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

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

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

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

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

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

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

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

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

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

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

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

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

12. An executed copy of the bonds must be attached to each copy of the Contract (original counterpart) intended for signing.
KNOW ALL MEN BY THESE PRESENTS,

that we, ____________________________________________________________, as PRINCIPAL

_________________________________________________________, 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)

Principal

___________________________ (Seal)

BY: __________________________________________ (Seal)

Surety
Email From:
Humboldt Waste Management Authority
1059 West Hawthorne Street, Eureka, CA 95501
Phone: 707-268-8680 Fax: 707-268-8927
Patrick Owen, Programs Manager

Arcata  Blue Lake  Eureka  Ferndale  Humboldt County  Rio Dell

5/11/2017

To: Times Standard Legal Ads

Please publish this notice on Monday, May 15, 2017 and Wednesday, May 17, 2017

Notice to Bidders

The Humboldt Waste Management Authority has authorized an invitation to bid on providing and installing industrial roll-up door motors and hardware for the buildings located at the Hawthorne Street Transfer Station in Eureka, CA

The Door Motor Specifications will be available Monday May 15, 2017 for pick up, or if inquiring by mail, address your request to Humboldt Waste Management Authority, 1059 West Hawthorne Street, Eureka, CA, 95501. A digital version of the Bid Specifications can be made available by request to tegerer@hwma.net or bwhitener@hwma.net.

Bid proposals must be clearly marked “Bid, Roll-Up Door Motors” and addressed to the Authority, attention Executive Director J K Duffy, and must be received before 2:00 p.m. May 30, 2017. All bids shall be publicly opened by the Humboldt Waste Management Authority Executive Director or their designee at 1059 West Hawthorne Street, Eureka, CA 95501 at 2:30 p.m. on May 30, 2017. HWMA reserves the right to reject all bids.
Staff Report

DATE: April 28, 2017

For Meeting Of: May 11, 2017

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

SUBJECT: Item 4)
Receive Final Budget, Review and Approve FY2017-2018 Budget.

RECOMMENDED ACTION: Roll Call Vote.

1. Approve Fiscal Year 2017-2018 Budget; and
2. Adopt Resolution 2018-01 for the Collection of Integrated Waste Management Fees; and

DISCUSSION:
Attached is the Final for “Fiscal Year 2017-2018 Budget”. The budget as presented is balanced. The final budget projects an increase of Net Income of $3,550 with Revenues projected at $12,350,168 and total projected expenditures of $12,346,616.

The Draft FY 2017-18 Budget was presented to the Board on March 9th, with a requested adjustment to increase the budget funding for the North Coast Recycle Market Development Zone (NCRMDZ) in the amount of $5,000. The Authority’s Executive Advisory Committee, comprised of city managers and the County Administrative Officer, met April 27th to review and discuss the draft budget. After discussion with Authority staff, the Executive Committee voted unanimously to recommend approval of the budget as presented, including the increased funding for NCRMDZ.

The attached Final Budget contains detailed information, and proposes no change to the existing Waste Management Fee (“Tip Fee’) across any of the solid waste revenue streams (Franchise, Self-Haul, and Satellite Facilities), as discussed at the March 9th meeting. This budget maintains all programs approved by the Board in prior years, funds member agency program management and diversion activities.

Staff recommends approval of the attached budget and resolutions, to go into effect July 1, 2017.

ALTERNATIVES:
Board discretion

ATTACHMENT:
Attachment A: Final FY 2017-2018 Budget
Staff Report

DATE: April 30, 2017 For Meeting of: May 11, 2017

FROM: Jill Duffy, Executive Director

SUBJECT: Item 6) Executive Director Report for March and April 2017

RECOMMENDED ACTION: Informational Only.

Administration
Authority staff worked on several significant matters throughout the months of March and April. For the reader’s ease, routine items are presented below, followed by topic specific sections presented on topic specific page.

Cummings Road Landfill – Release of Closure Trust Funds
Following approval of the Cummings Road Landfill Certification Closure by the North Coast Regional Water Quality Control Board, Humboldt County Local Enforcement Agency and CalRecycle, Authority staff requested the release of Trust Funds held by Union Bank on March 15, 2017. Funds were transferred by wire to the Authority’s bank on March 20th.

Solid Wastes of Willits – Solid Waste Transportation & Disposal, & Recycling Processing Agreement(s)
By way of background, solid waste received by HWMA is loaded into transportation trailers and hauled to the Potrero Hills Landfill for disposal through a contract with Solid Wastes of Willits (SWOW). Following a solicitation process, HWMA entered into a 10-year agreement with SWOW in June of 2014 for the transportation and disposal of the majority of HWMA’s solid waste, followed by an expansion effective November 1, 2016 for SWOW being responsible for 100% of the transportation and disposal needs. Approximately 65,000 tons annually is handled through our facilities.

SWOW requested several rate adjustments for consideration by the Board during their March meeting as part of the draft FY 2017-18 Budget directives. The Board denied those requests, and staff conveyed this information to SWOW.

Highway 101 Landslide Closure Impacts April 16 through April 30
Hwy 101 at Leggett experienced two closures over the past two week due to a significant landslide that occurred Sunday, April 16th. HWMA has the capacity to hold about 4-5 days of solid waste and curbside recyclable materials, depending on daily volume received, at the Hawthorne Street Transfer Station Tip Floor before having to close the doors to general self-haul delivery. This step would be necessary in order to accommodate adequate storage of franchise
solid waste collected by our Member Agencies garbage haulers, and ensure employee and equipment safety.

HWMA’s member agencies and public self-haul generates an average of 11-13 trailers of solid waste per day from Hawthorne Street, 3-4 trailers per week from Eel River Disposal’s facility and 1 trailer per week from Humboldt Sanitation. Additionally, two trailers daily of curbside recyclables are transported from Hawthorne Street to Willits for processing and materials marketing.

Solid Wastes of Willits was unable to meet the daily solid waste transportation requirements to dispose material at Potrero Hills Landfill. SWOW’s subcontractor J&T Logging and Sasso Trucking were able to transport between 2-4 trailers daily from the Hawthorne Street Transfer Station to either Potrero Hills Landfill or Anderson Landfill.

Once it was determined that Hwy 101 would not re-open by Weds. April 19th, HWMA contacted Bettendorf Trucking on April 18th to inquire and secure transportation services to Dry Creek Landfill. Bettendorf Trucking responded immediately and began transporting between 7-9 trailers per day to the landfill. This response and service enabled the Authority to continue regular operations for franchise haulers and the general public.

Highway 101 re-opened the following week, Monday April 24th, but another slide occurred within 27 hours, resulting in another highway closure. Bettendorf and SWOW continued delivering trailers to Anderson, Potrero Hills and Dry Creek landfills.

Eel River Disposal also assisted the Authority by removing two trailers of curbside collected materials in order to alleviate storage constraints. Furthermore, ERD incorporated member agency material into their haul runs to Anderson Landfill, and tonnage will be corrected at a future date.

We have informed Solid Wastes of Willits that we will need to have extra trailers scheduled to completely remove accumulated material in a timely manner, prepare for community spring cleaning and related HSU student moving activities. Depending on the highway condition and in-bound material volumes, we may continue to use Bettendorf Trucking services for an interim period to ensure material removed from our facility in accordance with time constraints of the Authority’s facility permits.

Events such as this two-week landslide closure illustrate just how quickly our local businesses can be depended upon to step up and assist each other. The Authority thanks two local companies in particular. Bettendorf Trucking’s Arcata terminal was very quick to respond with equitable transportation rates and comprehensive transportation scheduling to Dry Creek Landfill near Medford. The drivers and equipment offered by Bettendorf quite literally kept the Authority open and operating, efficiently moving solid waste off the tipping floor for appropriate and timely disposal. Likewise, our long-time satellite contractor, Eel River Disposal, accepted and transported diverted some recycling materials which helped to keep floor congestion to a minimum and contribute to a safe working environment. The appreciation of the Authority and our member agencies is genuine, and we are proud to be in the Humboldt community with them.
Staff met and conveyed to Wes & Teresa Green that the Board decided by consensus at their December 8th special meeting to not pursue purchase of the property and composting. Staff has met with the Green’s to return to earlier conversations for the restructuring of a greenwaste processing agreement, and transfer county permits from the Authority to the Green’s. The agreement is expected to be presented for the Board’s consideration at an upcoming meeting.

**Scale Software**
Staff is working on completion of an RFP to replace its aging scale software platforms. Currently, the Authority runs two systems – WasteWORKS and PowerSell – of which the latter is six years old, and the former is over fifteen. Staff is hoping to find a solution that better unifies activity across all divisions, making data gathering and reporting more efficient and allowing for improved cross-training for all Authority employees.

Due to the nature and estimated cost of the upgrade, and minor setbacks which slowed the update of the Authority’s account software platform in December 2016, staff anticipates encumbering funds for this upgrade from the Fiscal Year 2016-2017 budget to complete this work in August 2017, at the start of the new Fiscal Year. Funds encumbered from 2016-2017 will come from budgeted monies for in-year capital improvements, and will not adversely impact the final budget presented earlier in this meeting.

**Website Development**
Accelerant Design and HWMA staff are actively working on a redesign and modernization of the Authority’s website.

**Operations**

**HCSO Firewood Program**
The Authority received wood waste generated from a Pacific Gas and Electric power line right of way project and delivered by their sub-contractors to the Hawthorne Street Transfer Station. The typical green waste was managed in the usual fashion, but the team noted that many logs and large rounds were included with the incoming material. The Humboldt County Sheriff’s Office Work Alternative Program (SWAP) firewood project was contacted and offered these logs if they could transport them to their firewood cutting site in Eureka. They happily accepted and to date in excess of 44 tons of wood was distributed to the Sheriff’s firewood program at no cost. This was processed into firewood and distributed to area seniors and other needy recipients.

**Landfill**
With the Cummings Road Landfill being certified closed, and with approval by CalRecycle, the Humboldt County Local Enforcement Agency (County LEA) has reduced monthly site inspections to quarterly. Regular maintenance, monitoring and record-keeping will continue.

The following reports have been filed:
- The Annual AB 32 Green House Gas Emission Report (State) was filed March 8, 2017
- Bimonthly Surface Water and Storm Water Sampling Report (January/February 2017) was filed March 15, 2017

**Flare Service Interruption March 29th through April 5th.**
The Cummings Road Landfill flare station was offline March 29, 2017 through April 5th. The flare, under normal conditions, is responsible for the controlled incineration of landfill gases collected from the site. HWMA immediately notified North Coast Unified Air Quality Control Management District (NCUAQCMD)

The flare station’s automated control system signaled an error code for “faulty high temperature flame range” and indicated the error fault was due to a malfunction in the high temperature thermocouple located in the flare stack. The high temperature thermocouple is a redundant method of detecting high temperature in the flare stack and is not used to control the louvers.

The thermocouple was removed by HWMA staff and a replacement was ordered from the manufacturer. The Landfill Supervisor, Louis Pree, coordinated with Authority management, and the Authority’s consulting engineer to temporarily reset the controls to operate without the high temperature thermocouple. Because the purpose of the thermocouple is to detect a faults, landfill staff prudently elected to operate the flare only when they were present on site (daylight hours only). This ensured that landfill gas was collected and burned off at a rate that would prevent an excess buildup of pressure within the landfill, while providing safe operation.

At noon on Wednesday, April 5th, the replacement thermocouple was installed into the flare stack, the control systems were stabilized, and automatic operation of the flare resumed without further issue. During this incident, the screening for CH4 both at the flare station and the field amphitheater area were well below the 200 PPM action levels.

Programs:

**Household Hazardous Wastes:**

**Permanent Red Shed Collection Events:**

**March**

The First Saturday collection event had 76 attendees delivering household hazardous wastes for disposal.

Additionally, 220 residential customers dropped off HHW throughout the month of March.

**April**

The First Saturday collection event had 82 attendees delivering household hazardous wastes for disposal.

Additionally, 210 residential customers dropped off HHW throughout the month of April.

**Eureka, County and Rio Dell Electronic Annual Report (EAR) for 2016**

HWMA’s Program staff have begun gathering data in preparation for the upcoming 2016 Electronic Annual Report’s to CalRecycle. This service is provided to these member agencies under agreement(s): County of Humboldt, City of Eureka and City of Rio Dell. The 2016 EAR’s Are due August 1st, 2017.

**Mattress Recycling Program**

The Mattress Recycling Programs annual report will be submitted to CalRecycle on May 1st 2017 for calendar year 2016. HWMA received a total of 6,520 mattresses in 2016, 1,629 of those were recycled through MRC. It should be noted that HWMA did not start participation in
mattress recycling until August 2016. For reference, thus far in CY 2017 HWMA has recycled over 1,085 mattresses.