

REQUEST FOR PROPOSAL

**HUMBOLDT WASTE MANAGEMENT AUTHORITY
STRATEGIC PLAN**



**RFP Submittal Deadline
Friday, March 16, 2012
3:00 pm**

HUMBOLDT WASTE MANAGEMENT AUTHORITY STRATEGIC PLAN REQUEST FOR PROPOSAL

AUTHORITY BACKGROUND & OVERVIEW

The Humboldt Waste Management Authority (“HWMA” or “Authority”) is a California Joint Powers Authority (JPA), formed by its member agencies - the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt. HWMA is governed by a six (6) member Board of Directors made up of elected officials appointed by each of the member agencies.

The Authority was formed in 1999 to provide for the economical coordination of integrated waste management services and efficiently and fairly assure against potential adverse effects of past solid waste management services within the service area. The Authority has since become involved in the operation of a large volume municipal solid waste transfer station, and the regional collection of household hazardous waste, composting of greenwaste and various waste diversion programs.

The Authority:

- Contracts for long-distance transportation and solid waste disposal services at two out-of-county landfills;
- Contracts with satellite facilities to transport solid waste to landfills;
- Operates the Hawthorne Street Transfer Station in Eureka;
- Operates the Eureka Recycling Center;
- Manages a contract for processing of local curbside recyclables;
- Contracts for processing of greenwaste at compost facility;
- Operates a Permanent Household Hazardous Waste facility;
- Manages satellite collection programs throughout the HWMA service area for universal and medical wastes;
- Organizes integrated waste management plans and documents required by the California Integrated Waste Management Act (“AB 939”); and,
- Provides for the closure/post-closure of the Cummings Road Landfill.

The Authority owns and operates a transfer station located on approximately 4.3 acres of industrial land near the edge of Humboldt Bay, in Eureka, California. Currently, approximately 170 tons of waste per day are received by the facility from franchise and self-haulers and exported to two out-of-county landfills. The transfer station facility also includes a recycling drop-off (fibers, containers, appliances, used oil, electronic and universal waste) and CRV buy-back center, a household hazardous waste collection facility and a greenwaste drop-off site, all of which are operated by Authority staff. HWMA also contracts with two private transfer stations for the transportation and disposal of member agencies solid waste. HWMA maintains flow control of member agencies solid waste.

Humboldt Waste Management Authority Strategic Plan Request for Proposal

Staff organizes and operates mobile hazardous waste, electronic waste, and tire collection events around the County (8-12 events annually). Staff also oversees the administration of permanent satellite collection sites for household batteries, fluorescent bulbs, medical sharps, pharmaceuticals and used oil.

The Authority manages a greenwaste compost facility located on approximately 4 acres of industrial land near the MadRiver, in Arcata, California. This site is operated by a private contractor and processes approximately 5,000 tons of greenwaste a year. All the finished compost is sold to local residential and commercial customers.

The Authority is in the process of developing a commercial food waste diversion program and is piloting collection and processing of source-separated food waste (primarily post-consumer) at this time.

The Authority also owns a 32-acre landfill that stopped accepting municipal solid waste in June of 2000 and is currently undergoing the process of closure. Post-closure maintenance and monitoring of the landfill will be required by state and federal laws for 30 years.

There are currently 37 HWMA staff members, whose functions include those of management, finance, scale operation, transfer station operation, household hazardous waste processing, recycling, and landfill maintenance. Revenues are generated through solid waste tipping fees that are charged to users of the disposal system.

AUTHORITY STRATEGIC PLAN OVERVIEW

The Authority is seeking assistance from a consulting firm in the preparation of a Strategic Plan that may contain the following elements: Needs Assessment and Analysis, and Policy and Implementation Plans for facilities, programs and management/staff. The HWMA Strategic Plan should provide the Authority with the framework to guide the development, implementation, and management of new and existing programs and facilities over the next ten years. These plans are intended for the use of the Authority and are not intended to meet the requirements of the California Integrated Waste Management Act.

Purpose

The purpose of the strategic planning process is to:

- Document the current and anticipated future needs of the Authority, including its member agencies and rate payers, over the next 10 years;
- Identify waste reduction and diversion goals over the planning period;
- Describe cost-effective programs and facilities to meet those needs and goals; and
- Describe a management structure (organization and staffing) as well as practices (monitoring and reporting procedures) necessary to achieve the identified needs and goals of the Authority over the plan period.

Potential Objectives

While HWMA intends for the Needs Assessment results to shape HWMA's final materials management objectives, the following reflects anticipated objectives at present (i.e., early 2012):

Humboldt Waste Management Authority Strategic Plan Request for Proposal

- Anticipate future needs/problems from discard/waste/recycling volume and regulatory changes (e.g., shrinking solid waste tonnage and new diversion programs, State disposal bans, CARB regulations, landfill regulations, etc.);
- Promote the long-term financial sustainability of programs and services (e.g., evaluating fee structures for garbage, recycling and hazardous waste);
- Promote aggressive landfill diversion/recycling regionally (e.g., expanding discarded material types, increasing volumes, and minimizing contamination);
- Promote regional integration of (consistent) programs (e.g., curbside recycling, commercial food waste collection) among the various member agencies' collection systems;
- Eliminate or minimize the risks to the Authority (e.g., vulnerability to landfill disposal contracts terminating at the same time, lack of flow control);
- Maximize environmental progress (e.g., use of landfill methane as a resource, reduce long haul transport of waste to out-of-county landfills, generate energy locally from food waste through an anaerobic digestion process, expand diversion programs for new materials and to new markets, greening of Authority operations);
- Promote local economic development (e.g., encourage local job creation in the materials management industrial sector consistent with the powers of the Authority);
- Ensure regulatory and contractual compliance; and
- Increase public education regarding solid waste reduction and diversion matters.

Key Elements

The Board has directed staff to prepare a Strategic Plan composed of the following elements:

1. A Needs Assessment that will document the requirements of HWMA's service area over the next ten years to address current unmet needs as well as future needs resulting from tonnage fluctuations and future regulations;
2. Updated HWMA Board mission, visions, and goals;
3. Policies that determine HWMA's role in regional integrated waste management, ensures regional integration of services, and develops a policy framework for the following:
 - a. Programs Policies that outlines HWMA's current and new programs that will best address the needs assessment over the planning period;
 - b. Facility Policies that outlines HWMA's current and new programs that will best address the needs assessment results over the planning period;
 - c. Management Policies that will recommend an organization structure, staffing levels and management practices to guide the Authority over the next five to ten years;
4. Implementation measures for the above policies;
5. A Planning Advisory Committee (PAC) which will encourage a variety of voices from identified local stakeholder groups. The scope of the PAC's duties and meeting timeframe has yet to be determined, but may include tasks such as advising on the Needs Assessment and Policy planning process.

SCOPE OF WORK

The Authority anticipates that proposers will include a scope of work that includes the elements identified below. The proposer shall describe the steps that will be taken to complete each of the identified deliverables.

1.0 Stakeholder Engagement

1.1 Planning Advisory Committee (PAC)

It is anticipated that a PAC will be formed from representatives across HWMA's member jurisdictions to act in an advisory capacity during part or all of the strategic planning process. The consultant will work with HWMA's board and staff to determine the role and a selection process for the PAC. The proposer shall describe initial activities best suited for this committee and how the PAC will be formed. Staff will provide the chosen consultant with all Strategic Planning Workshop 11.17.11 materials to help guide this process.

Deliverable expected from the selected consultant: Planning Advisory Committee formulation and engagement.

1.2 Needs Assessment

The Needs Assessment will be carried out by the consultant with likely support from HWMA's Board, staff, and the PAC. The Needs Assessment is intended to be a participatory decision-making process for HWMA member communities and a variety of other stakeholders and partners (e.g. tribal entities). The consultant, provided with Strategic Planning Workshop 11.17.11 materials, will work with staff to form a comprehensive stakeholder list. The Needs Assessment will include stakeholder identification, a data collection plan using various methodologies (e.g., surveys, public workshops, etc.), meeting facilitation, and data analysis. The proposer shall describe how they will collect and analyze Needs Assessment data from multiple stakeholders and provide a description of meeting facilitation style.

Deliverable expected from the selected consultant: Needs Assessment data collection analysis, and summary document.

2.0 Policy Development

2.1 Identify Policy Options

The selected consultant will work with HWMA staff and Board to determine HWMA's mission, vision, and goals based on Needs Assessment outcomes. The proposer shall describe how it will identify, communicate, and evaluate the variety of policy options available to the Authority to meet its needs, mission, vision and goals.

2.2 Develop Policies

The consultant shall work with HWMA staff and Board to develop policy documents for Programs, Facilities, and Management. The proposer shall describe the process by which policies will be drafted, reviewed, and finalized.

Deliverable expected from the selected consultant: A policy document that addresses needs assessment data, and meets HWMA Strategic Plan goals.

3.0 Implementation Development

3.1 Identify Options to Address Needs & Policies

Once policies have been developed, the consultant shall identify facility, program and management implementation options and evaluate them. The proposer shall describe how it will identify and evaluate the variety of implementation options (material handling, facility development/upgrades, funding approaches, technologies, contracts) available to meet those policies deemed most suitable to the Authority.

3.2 Evaluate Options and Develop Final Approaches

The proposer shall describe how it will evaluate implementation options to compare their relative attributes and benefits and identify final approaches to be presented to the Authority Board.

Deliverable expected from the selected consultant: An implementation and monitoring document for each policy plan.

4.0 Project Management

The proposer shall describe how it will prepare a work plan to develop HWMA's Strategic Plan, monitor and report progress against the work plan, and respond to deviations to the plan and inform the Executive Director of any necessary changes.

Deliverable expected from the selected consultant: Work plan and progress reports as needed.

QUALIFICATIONS& PROJECT EXPERIENCE

The Authority desires a consulting team or individual with the variety of skills and experience to perform the scope of work described above. Desired qualifications include:

- Experience in strategic planning processes, including demonstrated practice of conducting a Needs Assessment;
- Work with public agencies;
- Needs Assessment design, including consensus-building workshop facilitation and analysis;
- Conflict resolution experience;
- Knowledge related to integrated waste management practices/industry including current trends and practices of materials management, recyclables, solid waste, diversion planning and operations experience;
- Facility and program development and financing;
- Familiarity working in Humboldt County or knowledge of the Authority service area.

The proposer must submit current and previous projects names, locations, contact names, and descriptions for at least three strategic planning projects over the past 5 years. Failure to submit a complete list of such projects shall be grounds for disqualification.

Independence

In order to avoid a conflict of interest or a perceived conflict of interest, proposer(s) selected to provide services under the RFP will be subject to the following requirements:

Humboldt Waste Management Authority Strategic Plan Request for Proposal

- Proposer(s) selected under this RFP will be precluded from submitting proposals/bids as a prime contractor or subcontractor for any future procurements with HWMA if the specifications for such procurements were developed by the work performed under the agreements resulting from this RFP.
- The proposer shall state the names of entities or persons associated with the proposer who may have a conflict of interest or appearance of a conflict of interest with the Authority. Details of the conflict must be included in the statement.

PROPOSAL CONTENTS

Transmittal Letter

An introductory letter containing the proposer's name, legal form, address, telephone and facsimile number, and email address of the person authorized to represent the proposer. The letter shall contain a statement that the proposal is good for a period of 120 days after the date the proposals are due.

Table of Contents

A comprehensive index that clearly identifies the content of the proposal, including all attachments.

Executive Summary

A summary highlighting the proposer's expertise, qualifications and understanding of services, not exceeding three pages.

Project Approach to Scope of Work

Describe the firm's approach to developing HWMA's Strategic Plan as outlined in the above Scope of Work. Include how work would be allocated within proposed budget and timeline. The scope of work for each task shall include:

- A description of the tasks performed and their relationship to one another;
- A description of the approach taken for each task and subtask including: the sources of data used; scope of analysis (including hours required to perform the task); the person performing the task, including allocation between proposer and HWMA staff; data to be made available by the Authority; any limitation to the performance of each task/subtask; where the work will be performed; and, work products resulting from the performance of each task;
- A description of all deliverables.

Project Team

The Authority desires a consulting firm with professionals who have demonstrated experience performing the functions assigned to them in this engagement. The description of their qualifications should include:

- Name;
- Description of the role played and tasks performed in this engagement;
- Education and experience that qualifies the team member to perform the role described;
- References for team members;
- Disclose any and all conflict of interest as outlined in the Independence section above

Humboldt Waste Management Authority Strategic Plan Request for Proposal

Previous Experience

The statement shall include at least three (3) relevant strategic planning projects over the past five years including:

- Name of the project;
- Commencement and completion date of the project;
- A brief description of the approach to the project;
- A brief description of the results achieved; and
- Client contact information (name and current phone numbers).

References

Three (3) references for the proposing company (not including references for projects performed by proposed team members prior to joining the proposing company).

Schedule

The proposer shall submit their best estimate to complete all tasks outlined in the above Scope of Work. The schedule shall be in the form of a Gantt chart showing the start and completion dates for each task and the delivery date of key work products.

Budget

The budget for this project is \$36,000 for FY 2011-12 (July 1 2011-June 30 2012). It is anticipated that additional funds will be allocated in the next fiscal year.

The Authority wishes the proposer to suggest the most cost-effective use of funds by presenting line itemized costs per activity outlined in the Scope of Work.

In a separate envelope, the proposer shall submit its proposed rate schedule including professional fees, out of pocket fees, and all other expenses and contingencies for performing this project. The professional fees shall show the billing rate and hours for each team member to perform each activity in the Scope of Work and a total sum for all work completed.

Exceptions to Standard Agreement

The proposer will be expected to enter into the Authority's contract for consulting services agreement (*attached, Appendix A*). If the proposer takes exception to the standard agreement, it shall identify any such exception(s).

SUBMITTAL REQUIREMENTS

Schedule

HWMA Strategic Plan RFP	
RFP released	2/10/2012
Deadline to Submit Questions	2/17/2012
Answers posted on HWMA Website	2/24/2012
Proposals due by 3:00 p.m.	3/16/2012
Proposal review period	3/19/12 - 4/6/11
Notification of award	4/12/2011

Humboldt Waste Management Authority Strategic Plan Request for Proposal

Sealed proposals shall be received no later than 3:00 p.m., Pacific Daylight Time on Friday, March 16, 2012, addressed as follows:

Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, California 95501
Attention: Patrick Owen, Interim Executive Director

The package containing the proposals should be clearly labeled with the following statement: 'HWMA Strategic Plan Request for Proposals'. Proposals received later than the above-mentioned deadline will be returned, unopened to the Proposer and the Proposer will be eliminated from consideration for this contract.

Number of Copies

The proposer shall submit one (1) signed (by an officer authorized to bind the company) unbound photocopy-ready original, one (1) electronic copy (PDF format), and ten (10) standard three-hole punched copies of the proposal in its entirety. The proposal shall be double-sided on recycled paper with a minimum of 30% post-consumer recycled content. The front and back covers may be a colored paper but no hard covers or plastic protectors will be accepted.

Questions

Questions regarding this Request for Proposals should be directed to Karen Sherman, Senior Program Analyst, at ksherman@hwma.net. Prospective proposers may submit questions electronically until the close of business on Friday, February 17, 2012. Answers will be prepared and posted on the HWMA website by close of business on Friday, February 24, 2012.

Proposal Cost and Ownership

Proposals submitted in response to this Request for Proposal are at the sole cost of the proposer with the understanding that no claim shall be made to the Authority. All proposals will become the property of the Authority. The proposal should not include any material claimed to be confidential or proprietary

RIGHTS OF AUTHORITY

The Authority reserves the right to:

- Award a contract based on the scope outlined in the RFP;
- Negotiate final contract, including Scope of Work, with the selected consultant;
- Request additional information and/or clarification from the proposers;
- Permit the timely correction of errors and/or waive minor deviations;
- Reject any or all proposals;
- Select any or all proposals for oral presentations by the proposers;
- Modify the terms of the standard consulting agreement (*attached, Appendix A*);
- Incorporate ideas presented in a proposal from one proposer in the final scope of work to be performed by another proposer; and,
- Take whatever other actions it deems in its best interest.



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

**Contractor Selection Review for HWMA Strategic Plan
Proposal Evaluation and Scoring Matrix**

Proposal Evaluation Instructions

The proposals shall be evaluated based on their content, completeness, and clarity.

1. Specific evaluation criteria presented in this table has been developed based on the information requested in the RFP.
2. Proposals shall be evaluated based on the extent to which they meet the evaluation criteria.
3. Each proposal shall be evaluated using the evaluation criteria items in the table below.
4. Each evaluation criteria has been assigned a maximum evaluation score possible as shown in Table 1. Each sub-criterion will receive an individual score, then be summed to reflect the total score for that particular criteria.
5. Each proposal shall be ranked to reflect its relative strengths and weaknesses when compared to the proposal requirements as described in 'Scope of Work,' 'Qualifications,' 'Proposal Contents,' and 'Submittal Requirements' sections of the RFP.
6. Evaluators shall have these RFP Sections available while reviewing each proposal to determine the content, completeness and clarity of each of the proposer's response.

Table 1. Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Strategic Plan Experience	40
Integrated Waste Management Practices/Industry Experience	30
Cost to Execute the Plan	20
Local Preference and Local Knowledge	10
Incompleteness of Application and References	-15
Total Points	100

Strategic Planning Experience	Scoring Range 0-40	Score
Strategic Plan Execution	15	
Needs Assessment Design and Analysis	10	
Work with Public Agencies	10	
Workshop Facilitation	5	
Total Points	40	
Integrated Waste Management Practices/Industry Experience	Scoring Range 0-30	Score
Materials Management, Waste Diversion, and Recycling Experience	10	
Facility and Program Development Experience	10	
Facility and Program Financing Experience	10	
Total Points	30	
Proposed Budget and Timeline	Scoring Range 0-20	Score
Reasonableness and Competitiveness of Budget Proposal	15	
Reasonable Timeline to Complete Scope of Work	5	
Total Points	20	
Local Preference and Local Knowledge	Scoring Range 0-10	Score
Preference for Local Consultant	5	
Demonstrated Knowledge of HWMA Service Area and/or planning in remote, rural areas	5	
Total Points	10	
Incomplete Applications or References	Scoring Range (0-15)	Score
Deductions for incomplete or inadequate applications or references	-15	
Total Points	-15	
Total Score	Scoring Range 0-100	Score

Appendix A

AGREEMENT BETWEEN THE HUMBOLDT WASTE MANAGEMENT AUTHORITY AND

FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is effective as of _____, by and between the Humboldt Waste Management Authority, hereinafter called "Authority" and _____, a _____, hereinafter called "Consultant."

1. SCOPE OF SERVICES

Consultant will perform professional services for Authority in accordance with the Addendum to Agreement for Professional Services, attached hereto and incorporated herein ("Addendum"). The term "Services" shall mean the Services to be performed by Consultant described in the Addenda.

2. TERM

2.1 Commencement. Services of Consultant shall commence upon full execution of this Agreement.

2.2 Termination. Either party may terminate this Agreement upon 30 days written notice. In such event, Consultant will be entitled to invoice the Authority for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.

2.3 Time for completion. Consultant shall complete all Services in accordance with the time schedule as set forth in the Addendum.

3. COMPENSATION FOR SERVICES, PAYMENT

3.1 The Authority shall pay Consultant at the rate and basis as set forth in the Addendum.

3.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 15 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. PROFESSIONAL STANDARDS:

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

5. INDEPENDENT CONSULTANT STATUS

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

6. DOCUMENT SUBMISSION AND TITLE TO DOCUMENTS

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

7. DESIGNATION OF REPRESENTATIVE

Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

8. NOTICE

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

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

Consultant:

9. INDEMNIFICATION

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

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

10. INSURANCE

10.1 Insurance Requirements.

(a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by the Authority, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.

(b) As evidence of specified insurance coverage, the Authority may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming the Authority as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.

(c) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-

Insured Retention (SIR) greater than \$100,000, and for not less than \$2,000,000 Single Limit, any one claim and annual aggregate.

10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.

10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.

10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. DISPUTE RESOLUTION

The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

12. TIME OF THE ESSENCE

Time limits stated in this Agreement are of the essence.

13. GOVERNING LAW, VENUE

This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

14. AUTHORITY

Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

15. NEGOTIATED AGREEMENT, INTERPRETATION

This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

16. ENTIRE AGREEMENT/MODIFICATIONS AND AMENDMENTS

This Agreement together with the Addendum (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in the Addendum must be in writing in the form of an Addendum Modification and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

17. ASSIGNMENT, SUBCONTRACT

Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority.

HUMBOLDT WASTE
MANAGEMENT AUTHORITY:

Executive Director

Date

DESIGNATED REPRESENTATIVE:

Name: _____

Phone: _____

Fax: _____

Email Address: _____

CONSULTANT

Title:

Date

DESIGNATED REPRESENTATIVE

Name: _____

Phone: _____

Fax: _____

Email Address: _____