



SONOMA COUNTY WASTE MANAGEMENT AGENCY

## Meeting of the Board of Directors

August 15, 2024

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers  
100 Santa Rosa Avenue  
Santa Rosa, CA

Meeting will also streamed via Zoom:

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUIiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

**ZERO WASTE SONOMA**

**Meeting of the Board of Directors**

August 15, 2024

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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*Note: This packet is 57 pages total*



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#### **PUBLIC COMMENT:**

Public Comment may be submitted via recorded voice message or email. Public comment may also be made by “raising your hand” using the Zoom platform.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, August 14th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email [leslie.lukacs@sonoma-county.org](mailto:leslie.lukacs@sonoma-county.org) and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

**COMMITMENT TO CIVILITY:** The ZWS Board of Directors has a commitment to civility. To assure civility in its public meetings, the public is encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. Board Members, staff, and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit. Any commenters in violation of civility standards will be disconnected.



## Agenda

### Item

1. Call to Order
2. Agenda Approval
3. Public Comments (items not on the agenda)

### Consent (w/attachments)

- 4.1 Minutes of the June 20, 2024 Meeting
- 4.2 June, July, August, September 2024 Outreach Calendar

### Regular Calendar

5. Authorization to Issue a Request for Proposal (RFP) for the Architectural & Engineering Design Services for a new HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA
6. Consideration of One Year Extension of Employment Agreement for Executive Director [Walsh]
7. Consideration of Proposed First Amendment to Amended and Restated Joint Exercise of Powers Agreement [Walsh]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: September 19, 2024
12. Adjourn

**Consent Calendar:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**Regular Calendar:** These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

**Public Comments:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person



should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

**Noticing:** This notice is posted 72 hours prior to the meeting on the internet at [www.zerowastesonoma.gov](http://www.zerowastesonoma.gov)



**To:** Zero Waste Sonoma Board Members  
**From:** Leslie Lukacs, Executive Director  
**Subject:** August 15, 2024 Board Meeting Agenda Notes

## Consent Calendar

These items include routine financial, informational and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 4.1 Minutes of the June 20, 2024 Meeting
- 4.2 June, July, August and September 2024 Outreach Calendar

### **5. Authorization to Issue a Request for Proposal (RFP) for the Architectural & Engineering Design Services for a new HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA**

On January 29, 2024 Zero Waste Sonoma purchased a property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build a second, main HHW facility in Sonoma County. At the May 16, 2024 the Board authorized ZWS to enter into an agreement with Sonoma Public Infrastructure’s Capital Projects Department (SPI). SPI has completed a draft RFP (attached) and the proposed schedule for release, review, and awarding of this contract. **Staff recommends the Board authorize ZWS, in conjunction with SPI, to release the RFP for Architectural & Engineering Design Services for the proposed HHW Facility.**

### **6. Consideration of One Year Extension of Employment Agreement for Executive Director**

Ms. Lukacs serves as Zero Waste Sonoma Executive Director pursuant to an agreement for personal services with the County of Sonoma (the “Employment Agreement”) entered into in 2019. The Board and Ms. Lukacs would like to take time to review the Employment Agreement and consider a longer term to the Employment Agreement and whether any of the terms need to be updated. **Staff recommends the Board approves the attached resolution to provide a one year extension of Employment Agreement for Ms. Lukacs.**

### **7. Consideration of Proposed First Amendment to Amended and Restated Joint Exercise of Powers Agreement**

On March 1, 2017, the cities located in Sonoma County and the County of Sonoma entered into an Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency (the “JPA Agreement”) which was unanimously approved. The Agency acquired property located at 5885 Pruitt Avenue in Windsor and needs to secure financing to develop an HHW Facility. Agency staff has requested that the County of Sonoma to consider providing the Agency with a line of credit to help fund the cost of development of the HHW Facility. The JPA Agreement allows generally that the Agency may incur debts, liabilities and obligations but it does not expressly provide that the member agencies may make loans or advances to the Agency, as allowed by Gov’t Code section 6504. In order to make clear, Agency staff has prepared a proposed First Amendment to the JPA Agreement to expressly authorize contributions, payments, or advances from the member agencies to the Agency, with any advances to be repaid pursuant to terms set forth in a written agreement between the Agency and the member agency making such an

advance. **Staff recommends the Board direct Agency staff to request that the governing boards of the member agencies of the Sonoma County Waste Management Agency approve the First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency.**



## Minutes of the June 20, 2024 Meeting

Zero Waste Sonoma met on June 20, 2024, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

### Board Members Present:

City of Cloverdale – David Kelley  
City of Cotati – Susan Harvey  
City of Healdsburg – Larry Zimmer  
City of Petaluma – Patrick Carter  
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Mark Stapp  
City of Sebastopol – Sandra Maurer  
City of Sonoma – ABSENT  
County of Sonoma – Susan Gorin  
Town of Windsor – Debora Fudge

### Staff Present:

Executive Director: Leslie Lukacs  
Counsel: Ethan Walsh  
Staff: Thora Collard, Kristen Sales, Katherine Cushwa, Courtney Scott, Amber Johnson  
Agency Clerk: Amber Johnson

### 1. Call to Order Closed Session 8:33 a.m.

Closed Session pursuant to Government Code § 54957:  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Executive Director

### 2. Adjourn Closed Session at 9:01 a.m.

### 3. Call to Order Regular Meeting

Regular session was called to order at 9:06 a.m.  
Introductions

### 4. Agenda Approval

### 5. Public Comments (items not on the agenda)

None

### 6. Consent (w/attachments)

- 6.1 Minutes of the May 16, 2024 Meeting
- 6.2 May, June, and July 2024 Outreach Calendar
- 6.3 ZWS FY 2023/24 Third Quarter Financial Report
- 6.4 Approval of Agreement with Routeware, Inc. for Software to Implement SB 1383 Requirements
- 6.5 Approval of Second Amendment to Agreement for HHW Transportation and Disposal Services



**Board Comment:**

- Pull item 6.4 for review.

**Public Comments:**

None

**Motion:** For approval of item 6.1, 6.2, 6.3, and 6.5.

**First:** City of Petaluma – Patrick Carter

**Second:** City of Cloverdale – David Kelley

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

**Motion passed.**

6.4 Approval of Agreement with Routeware, Inc. for Software to Implement SB 1383 Requirements

**Board Comment:**

- The attachment for the agreement with Routeware is a 3-year contract. However, we are agreeing upon a 1-year contract.

**Public Comments:**

None

**Motion:** For approval of item 6.4.

**First:** City of Cotati – Susan Harvey

**Second:** City of Cloverdale – David Kelley

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

**Motion passed.**

**Regular Calendar**

**7. Discussion and Possible Action to Create an Ad Hoc Subcommittee of the Board for Design and Project Review of the new HHW Facility [Collard]**

**Board Comments/Action Items:**

- Susan Harvey, Debora Fudge, Larry Zimmer, and Patrick Carter will be joining the ad hoc.
- What is the plan for the HHW Facility returning to the full board for participation?

**Public Comments:**

None

**Motion:** To authorize the formation of an ad hoc subcommittee of the Board consisting of representatives from the City of Cotati, City of Healdsburg, City of Petaluma, and Town of Windsor to help inform the design and build process for the new HHW Facility.

**First:** City of Cloverdale – David Kelley

**Second:** City of Santa Rosa – Mark Stapp

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

**Motion passed.**

**8. Discussion and Possible Action on the Assignment, Assumption, and Fourth Amendment to the Agreement with Contractor for Organic Material Processing Services with Synagro West, LLC.**

**Board Comments/Action Items:**

- Why the change in tonnage?
- The agreement is set to expire in 2026, is the thought that this agreement will expire within two years?
- The definition of mixed materials removes waxed cardboard. Has this changed in other facilities or is this allowed at other facilities?

**Public Comments:**

None

**Motion:** To approve the Assignment, Assumption, and Fourth Amendment to the Agreement with Contractor for Organic Material Processing Services with Synagro West, LLC

**First:** City of Cotati – Susan Harvey  
**Second:** City of Rohnert Park – Emily Sanborn

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

**Motion passed.**

**9. Carbon Sequestration Through Compost Application Pilot Project Results RCPA Presentation [Lukacs]**

**Board Comments/Action Items:**

- This is another fine example of our CPA working with the JPA's throughout Sonoma County and Marin.
- Appreciative of the work to make these partnerships happen.
- When composting is brought back to Sonoma County could we meet the demand?
- Could a program be set up with additional compost as with this pilot project?
- The mission that was envisioned years ago has been fulfilled and it is inspiring.
- To scale up to 125,000 metric tons per year roughly how many acres of land would be involved?
- Were there any concerns from the Ag producers?

**Public Comments:**

- Dan Noble – Appreciative of the work that has been done on this pilot. Keen to the bio resources that were addressed. Can we pursue this data for our County and possibly beyond?

**10. Board Member Comments – NO ACTION**

**11. Executive Director Report – VERBAL REPORT**

**12. Staff Comments –**

- **SB 1066 has passed through the State Senate and is continuing to the Assembly.**
- **SB 1143 has passed through the State Senate and is continuing to the Assembly.**

**13. Next ZWS meeting: July 18, 2024**

**14. Adjourn: 9:59 a.m.**

Submitted by: Amber Johnson



Agenda Item #: 4.2  
 Agenda Date: 8/15/2024

## ITEM: June, July, August, September 2024 Outreach Calendar

### June 2024 OUTREACH

Start date	End date	Start time	End time	Event
6/1/24	6/1/24	9:00 AM	1:00 PM	Riders Recycle outreach booth at O'Reilly Auto Parts
6/4/24	6/4/24	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)
6/11/24	6/11/24	5:00 PM	8:00 PM	Cycle Gear Bike Night
6/11/24	6/11/24	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)
6/14/24	6/16/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Luther Burbank Center)
6/15/24	6/15/24	9:00 AM	5:00 PM	Mattress Collection Event (Luther Burbank Center)
6/18/24	6/18/24	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
6/25/24	6/25/24	4:00 PM	8:00 PM	HHW Collection Event (Bodega Bay)
6/26/24	6/26/24	5:00 PM	8:30 AM	The WaterSmart Expo (during Wednesday Night Market)

### July 2024 OUTREACH

Start date	End date	Start time	End time	Event
7/2/24	7/2/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
7/5/24	7/5/24	9:00 AM	12:30 PM	Sonoma Valley Certified Farmers Market
7/9/24	7/9/24	4:00 PM	8:00 PM	HHW Collection Event (Cotati)
7/10/24	7/10/24	5:00 PM	8:30 PM	Recology Village (Santa Rosa)
7/13/24	7/13/24	10:00 AM	3:00 PM	Annual Cotati Kids Festival
7/13/24	7/13/24	10:00 AM	4:00 PM	Elks Charity Classic Car Show
7/16/24	7/16/24	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
7/19/24	7/21/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)
7/20/24	7/20/24	9:00 AM	3:00 PM	Devils Darlin's 34th Annual Car Show
7/20/24	7/20/24	9:00 AM	5:00 PM	Mattress Collection Event (Petaluma)
7/20/24	7/20/24	5:30 PM	9:00 PM	¡VAMOS AL TIANGUIS! (Healdsburg)
7/21/24	7/21/24	9:30 AM	12:30 PM	Windsor Farmers Market
7/23/24	7/23/24	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
7/30/24	7/30/24	4:00 PM	8:00 PM	HHW Collection Event (Monte Rio)

## August 2024 OUTREACH

Start date	End date	Start time	End time	Event
8/6/24	8/6/24	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
8/13/24	8/13/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
8/17/24	8/18/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)
8/17/24	8/17/24	9:00 AM	5:00 PM	Mattress Collection Event (Oakmont)
8/17/24	8/17/24	5:30 PM	9:00 PM	¡VAMOS AL TIANGUIS! (Healdsburg)
8/20/24	8/20/24	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
8/27/24	8/27/24	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)

## September 2024 OUTREACH

Start date	End date	Start time	End time	Event
9/1/24	9/1/24	9:30 AM	12:30 PM	Windsor Farmers Market
9/3/24	9/3/24	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
9/10/24	9/10/24	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
9/13/24	9/15/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Rohnert Park)
9/14/24	9/14/24	9:00 AM	5:00 PM	Mattress Collection Event (Rohnert Park)
9/17/24	9/17/24	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
9/24/24	9/24/24	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)



Agenda Item #: 5  
Staff Contact: Lukacs  
Agenda Date: August 15, 2024  
Approved By: LL

**ITEM: Authorization to Issue a Request for Proposal (RFP) for the Architectural & Engineering Design Services for a new HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA**

**I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Authorize Zero Waste Sonoma, in conjunction with Sonoma Public Infrastructure (SPI), a Department of the County of Sonoma, to release the RFP for Architectural & Engineering Design Services for the proposed HHW Facility.

**II. BACKGROUND**

Over the last several years, Zero Waste Sonoma (ZWS) staff and the Board have expressed concern that the northern portion of Sonoma County has less access to household hazardous waste (HHW) programs. Similarly, the existing Permanent HHW Facility at the Central Landfill is operating at full capacity with no room to expand or collect e-waste. In an effort to address these concerns, ZWS entered into an agreement with Sweetser & Associates, Inc. on August 18, 2017 to perform an expansion analysis of the HHW program. The expansion analysis was provided to the Board on June 20, 2018 and confirmed that the northern part of the county is underserved by current HHW programs; specifically, the Santa Rosa, Windsor, Healdsburg, Geyserville, and Cloverdale areas. Sweetser & Associates, Inc. recommended establishing a new, primary Household Hazardous Waste (HHW) facility in the county. This facility would be designed to handle a wider range of items than the current one, including e-waste, and could potentially accept other recyclables like carpet, mattresses, solar panels, and CRV, ultimately complementing the existing facility. Resource intensive HHW Collection Events (which cost roughly \$18,000 per stand-alone event) could also be reduced in frequency, allowing residents along the Highway 101 corridor to utilize a new permanent facility and offset some of the costs of the new facility.

**III. DISCUSSION**

On January 29, 2024 Zero Waste Sonoma purchased a property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build a second, main HHW facility in Sonoma County. At the May 16, 2024 the Board authorized ZWS to enter into an agreement with Sonoma Public Infrastructure's Capital Projects Department (SPI).

Staff met with the capital projects and integrated waste teams of SPI to discuss the agency's goals for the facility and the desire to create a model facility that is built in a sustainable method. SPI has completed a draft RFP (attached) and the proposed schedule for release, review, and awarding of this contract.

<b>Date</b>	<b>Event</b>
August 19, 2024	Release Request for Proposals
September 9, 2024	Mandatory Pre-Bid Conference & Walk Through (5885 Pruitt Ave Windsor, CA 95492 at 10 a.m.)
September 11, 2024	Proposer's Questions Due by 5:00 p.m.
September 20, 2024	ZWS's Responses to Questions Due
September 30, 2024	Proposals Due by 2:00 p.m.
October 18, 2024	Proposals Evaluated by ZWS
October 21, 2024 – October 25, 2024	Interviews Conducted (if applicable)
November 4, 2024	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
November 21, 2024	ZWS Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

Staff recommends the board approve ZWS in conjunction with SPI to release the RFP for Architectural & Engineering Design Services for the proposed HHW Facility. Staff will return to the board for contract and financial approval after the RFP is completed.

#### **IV. FUNDING IMPACT**

Staff time is the only funding impact related to issuing the RFP.

#### **V. ATTACHMENTS**

1. Draft RFP
2. Sample Professional Services Agreement
3. Petaluma HHWF Capacities
4. Insurance Template



**Sonoma County Waste Management Agency dba Zero Waste Sonoma**

## **REQUEST FOR PROPOSALS (RFP)**

Zero Waste Sonoma is pleased to invite you to respond to a Request for Proposals for

### **ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR A NEW HOUSEHOLD HAZARDOUS WASTE FACILITY**

Proposals must be received no later than 2:00 P.M. on September 30, 2024



## **A. INTRODUCTION/PURPOSE**

The Sonoma County Waste Management Agency, which is also known as Zero Waste Sonoma (ZWS) is soliciting proposals for architectural and engineering design services for the new household hazardous waste facility (HHWF) and offices. These services are crucial to preparing construction ready plans, specifications, and estimates (PS&E) as part of the construction bid package.

### **1. PROJECT BACKGROUND AND DESCRIPTION**

ZWS currently extends household hazardous waste (HHW) disposal services through a 6,000 square foot facility based in Petaluma. However, for residents of the northern half of Sonoma County, this location is highly inconvenient due to significant travel distance involved. This deters proper HHW disposal among this population and elevates the risk of improper disposal techniques, which could detrimentally affect the environment and public health. ZWS purchased a property in Windsor, California with Assessor's Parcel Number (APN) 059-271-082 to construct a new HHWF and office building. There are three existing structures and a creek on the parcel. The proposed HHWF aims to mitigate these concerns by enhancing accessibility to HHW disposal services. Additionally, the inclusion of office and meeting spaces within the new facility is planned to facilitate administrative functions and support services, further promoting environmentally responsible waste management practices, and improving the overall efficacy of hazardous waste collection in the region.

The project involves salvaging materials from an existing cross-shaped building, demolishing three existing structures, and then constructing a new office building alongside a new HHWF. This initiative emphasizes environmental sustainability by reusing valuable materials and providing essential infrastructure for both administrative needs and safe HHW disposal.

### **2. DESIRED GOALS/OBJECTIVES/OUTCOMES**

The intent of this RFP is to determine the proposed scope of the A&E Design Services. The agreement resulting from this RFP will be a Professional Services Agreement (PSA) for the A&E Design of the HHWF and offices. The selected Consultant should be prepared to evaluate multiple design alternatives and provide construction ready, permitted PS&E's by the end of 2026. Overall project objective is to complete construction of a larger HHWF by fall of 2028. The Consultant will determine the appropriate footprint necessary to construct a HHWF with approximately 66% more capacity than the existing HHWF in Petaluma while considering the constraints of the parcel. Attachment B details the maximum capacity of the 6,000 square foot HHWF in Petaluma. The deconstruction and demolition of existing buildings, and construction of a new HHWF and offices is a priority.

## **B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER**

The successful proposal shall include a project approach for the design of a HHWF, administrative offices, board room/education room, and kitchenette. The preference is a single-story building but should a two-story footprint be pursued, the Consultant shall provide an approach that mitigates fumes from the HHWF transferring to the ZWS offices. The following is meant to guide the Consultant in crafting a proposal and not a comprehensive list of the project scope.

- HHWF
  - (10) Large outside bays, each large enough to shelter 40-yard roll-off dumpsters
  - (1) Kitchenette with a break room
  - (5) Cubicle workstations
  - Bathrooms, shower, and locker rooms as required by the California Plumbing Code
  - (1) Loading dock
  - (1) Explosive proof bulking room
  - (1) Reuse “store” where residents can take gently used HHW items
  
- ZWS Office Spaces
  - (4) Private Offices
  - (10) Cubicle workstations
  - (1) Boardroom to seat 10 people at front and room for audience
  - (1) Kitchen with a break room
  - Bathrooms as required by the California Plumbing Code

Anticipated Consultant services are listed below. However, it will ultimately be up to the Consultant to develop and evaluate project goals and propose a scope of services.

**I. Planning/Environmental Services**

The Consultant shall assemble and review all available information pertaining to the project, including but not limited to any ordinances, surveys, record maps, improvement plans, Town of Windsor construction standards, utility base maps, and Geographic Information System data layers. The Consultant shall provide the following services:

- a. Organize a virtual or in-person kick-off meeting with representatives from ZWS.
- b. Contact adjacent property owners or agencies that may be impacted by the project.
- c. Coordinate with utility providers to determine the location of existing facilities and avoid conflicts.
- d. Investigate and photograph the existing site conditions.
- e. Report conditions that could potentially affect design or construction of the proposed improvements.
- f. Participate in public outreach to inform residents of proposed improvements.
- g. Review the completed Phase I and Phase II Environmental Studies, soil sampling, and bridge assessments for this parcel.
- h. California Environmental Quality Act (CEQA) mandated environmental reviews.
  - i. Consider impacts of “Shiloh Business Park” on the adjacent parcel (APN 059-271-095).
  - ii. Conduct a bat survey and any other studies required by the Town of Windsor.
- i. Flood Design and Hydraulic Analysis in compliance with the “Flood Design Criteria and Hydraulic Analysis Requirements for Development Projects within the Town of Windsor” using the “Hydraulic Analysis Report Template for Development Projects within the Town of Windsor” located here: <https://www.townofwindsor.com/1090/DocumentsStandards>
- j. Soil management plan for all earthwork construction and design of engineered barriers informed by the Phase II Environmental Study.

- k. Confirmation from the Regional Water Quality Control Board regarding the presence of permanent Storm Water Low Impact Design (SWLID) Best Management Practices (BMP) features on site.

## II. Design Services

The Consultant shall provide the following services during the design phase of the project:

- a. Prepare a Bid Package for the Demolition and Deconstruction of the existing structure on site. This Bid Package shall be delivered prior to the design of the HHWF and offices.
  - i. Workplan for deconstruction/salvaging of materials in the existing cross-shaped structure, followed by demolition of the structure.
  - ii. Asbestos/Lead Survey of existing structures.
- b. Evaluate the location of existing utilities and advise on relocation. Notify and negotiate with utility companies.
- c. ADA compliant design in and outside the building.
- d. Prepare full size plans with a title sheet, plan sheets, standard details, etc. Submit project plans and documents for review at the following stages. For each plan set, furnish two full-size paper copies and a PDF file.
  - i. 100% Concept
  - ii. 25% Schematic Design (SD)
  - iii. 50% Schematic Design (SD)
  - iv. 100% Schematic Design (SD)
  - v. 25% Design Development (DD)
  - vi. 50% Design Development (DD)
  - vii. 75% Design Development (DD)
  - viii. 100% Design Development (DD)
  - ix. 50% Construction Documents (CD)
  - x. 75% Construction Documents (CD)
  - xi. 100% Construction Documents (CD)
- e. Obtain permits from the Town of Windsor.
- f. Prepare a Bid Package for the Construction of the new HHWF and offices.
  - i. CalRecycle grant will be pursued to cover the costs of HHWF equipment. PS&E must comply with the Environmentally Preferable Purchasing (EPP) outlined in <https://calrecycle.ca.gov/epp/>.
  - ii. Provide project approach to mitigate long lead times on equipment and materials.
  - iii. Prepare technical specifications and bid schedule for inclusion in the project Special Provisions. The County will supply the front-end documents of the Special Provisions.
  - iv. Prepare an accurate Engineer's Estimate of construction costs.
  - v. Prepare an estimate of contract working days for construction.
  - vi. Consider available budget in design alternatives. Provide recommendations to ZWS or contracted representative if construction or design costs are anticipated to exceed budget.
- g. Meet with ZWS or contracted representative as needed, with the frequency depending on project activity. At a minimum, the consultant should anticipate meeting biweekly.

**III. Bid and Construction Support Services**

The Consultant shall provide the following services during the bid and construction phases of the project:

- a. Assist with the bidding process by answering contractor questions, providing clarifications, and preparing contract addenda.
- b. Attend a pre-construction meeting with contractors and construction managers as needed.
- c. Respond in writing to Submittals and Requests for Information (RFI).
- d. Prepare Change Order plans if needed during construction.
- e. Meet with ZWS or contracted representative on an as-needed basis.

**IV. Project Closeout Services**

The Consultant shall provide the following services at the completion of the project:

- a. Participate in a final walk-through of the project as needed.
- b. Prepare the As-built Drawing from the Construction Manager’s and Contractor’s markups of the Record Drawing.
- c. Review and sign the As-built Drawing as the Engineer of Record.
- d. Prepare the engineer’s statement per Title 22, Cal. Code Regs., section 66264.175(c).
- e. Provide a digital copy of project files to ZWS or contracted representative.
- f. Final deliverables shall include an AutoCAD drawing of the final design in DWG and PDF formats, the Engineer's Estimate in Microsoft Excel format, and Special Provisions in Microsoft Word format.

**D. SCHEDULE**

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<b>Date</b>	<b>Event</b>
August 19, 2024	Release Request for Proposals
September 9, 2024	Mandatory Pre-Bid Conference & Walk Through (5885 Pruitt Ave Windsor, CA 95492 at 10 a.m.)
September 11, 2024	Proposer’s Questions Due by 5:00 p.m.
September 20, 2024	ZWS’s Responses to Questions Due
September 30, 2024	Proposals Due by 2:00 p.m.
October 18, 2024	Proposals Evaluated by ZWS

October 21, 2024 – October 25, 2024	Interviews Conducted (if applicable)
November 4, 2024	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
November 21, 2024	ZWS Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

**E. MANDATORY PRE-BID CONFERENCE**

A conference to discuss questions related to this RFP shall be held per the schedule. The pre-bid conference will be in-person and mandatory.

**F. QUESTIONS**

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on ZWS’s Request For Proposals webpage and email notification. Questions should be sent via e-mail directly to [SPI-Capital-Projects@sonoma-county.org](mailto:SPI-Capital-Projects@sonoma-county.org) addressed to Soojin Park. Subject line of the email to read: “ZWS HHWF – RFP Questions”. Questions will not be accepted by phone.

**G. CORRECTIONS AND ADDENDA**

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by the County’s designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## H. PROPOSAL SUBMITTAL

### 1. FORM

Proposers must submit one (1) electronic copy to via e-mail directly to [SPI-Capital-Projects@sonoma-county.org](mailto:SPI-Capital-Projects@sonoma-county.org) addressed to Soojin Park. Subject line of the email to read: "ZWS HHWF – *Company Name* Proposal". The link to this RFP and associated documents is: <https://zerowastesonoma.gov/agency/requests-for-proposals>. Hard copy, faxed, and/or emailed submissions will not be accepted.

### 2. DUE DATE

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

### 3. GENERAL INSTRUCTIONS

To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of ZWS, including all terms and conditions contained within this RFP.
- c) To maintain uniformity in the evaluation process, proposals shall be limited to a maximum of sixty (60) pages including all attachments. Paper size shall be limited to 8 ½ inch by 11 inch size in the proposals except for figures and tables for which 11 inch by 17 inch may be used. The text font shall not be smaller than size 11 except within any tables included.

### 4. PROPOSAL FORMAT AND CONTENTS

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

#### SECTION I – ORGANIZATIONAL INFORMATION

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with ZWS must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

#### **Organization Chart**

Provide an organization chart which identifies each member of the firm involved with the project. The chart should show the organizational structure of the team and the specialty or

position of each team member. Include all Sub-Consultants and specialty that would be utilized on the project.

If this is a partnership or joint venture (j-v), describe in detail: how the partnership or joint venture will be organized, who will be in overall control of the project, how it will function on a day-to-day basis throughout the project, what will you do to guarantee continuity for all services.

**Key Personnel**

Identify the key personnel and their back-ups that will be assigned to the project.

**SECTION II – QUALIFICATIONS AND EXPERIENCE**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. List all work completed for ZWS or the County in the past 5 years. Examples of completed projects, as current as possible, should be submitted, as appropriate.

**References are required.**

Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

**Debarment or Other Disqualification**

Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

**Firm Description**

Provide a description of the firm, number of years in business, and its core competencies.

**SECTION III – PROJECT APPROACH AND WORK SCHEDULE**

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project before July 10, 2028, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County and ZWS personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B, beginning on page 2.

#### SECTION IV – COST OF SERVICE

The proposal shall clearly state ALL costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant’s proposal.

#### SECTION V – IDENTIFICATION OF SUBCONSULTANTS

Proposers shall identify all subconsultant they intend to use for the proposed scope of work. For each subconsultant listed, proposers shall indicate (1) what products and/or services are to be supplied by that subconsultant and, (2) what percentage of the overall scope of work that subconsultant will perform.

#### SECTION VI – INSURANCE

The selected proposer will be required to submit and comply with all insurance as described in Insurance Template 5 (Attachment C). Securing this insurance is a condition of award for this contract.

#### SECTION VII – ACCESSIBILITY STANDARDS

All consultants responsible for preparing content intended for use or publication on a ZWS-managed or ZWS-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

#### SECTION VIII - ADDITIONAL INFORMATION

Include any other information you believe to be pertinent but not required.

#### SECTION IX – CONTRACT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

### I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by ZWS or ZWS representative for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.



2. ZWS or ZWS representative employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a ZWS or ZWS representative employee who may be involved in the selection process shall advise ZWS or ZWS representative of the name of the ZWS or ZWS representative employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:
  - a. Project approach indicating an understanding of the scope of work – 25%;
  - b. Assembly of a full project team to provide architectural, engineering, and specialty consulting services – 5%;
  - c. Demonstrated history and ability to perform the services described to comparable entities as verified by references included and excluded in the proposal response – 20%;
  - d. Past performance on Sonoma County projects or other projects of similar nature and complexity as the proposed Project – 20%;
  - e. Qualifications, overall experience, and recent experience on similar projects of personnel specifically assigned to the proposed Project – 20%;
  - f. Costs relative to the scope of services – 10%;
4. The Executive Director reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of ZWS or ZWS representative. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. ZWS or ZWS representative may, during the evaluation process, request from any proposer additional information which ZWS or ZWS representative deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, ZWS or ZWS representative may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, ZWS or ZWS representative will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, ZWS or ZWS representative may, at its sole option, correct an error based on that established content. ZWS or ZWS representative may also correct obvious clerical errors. ZWS or ZWS representative may also request clarification from a proposer on any item in a proposal that ZWS or ZWS representative believes to be in error.
7. ZWS or ZWS representative reserves the right to select the proposal(s) which in its sole judgment best meets the needs of ZWS and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** ZWS also makes no guarantee of any or equal amounts of work. ZWS or ZWS representative further reserves the right to reject any or all proposals for any reason, including,

without limitation, ZWS's desire to enter into cooperative purchasing agreements with any other public agency.

8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Directors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## J. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## K. GENERAL INFORMATION

### RULES AND REGULATIONS

1. The issuance of this solicitation does not constitute an award commitment on the part of ZWS, and ZWS shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
2. ZWS reserves the right to reject any or all proposals or portions thereof if ZWS determines that it is in the best interest of ZWS to do so.
3. ZWS or ZWS representative may waive any deviation in a proposal. ZWS's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. ZWS reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. ZWS further reserves the right to award the agreement to the proposer or proposers that, in the ZWS's judgment, best serves the needs of ZWS.
4. All proposers submit their proposals to ZWS with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Directors.
5. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by ZWS or ZWS representative, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. ZWS or ZWS representative will consider a proposer's request for exemptions from disclosure; however, ZWS or ZWS representative will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of

the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

6. ZWS or ZWS representative will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that ZWS or ZWS representative does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless ZWS, its officers, representatives, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### **NONLIABILITY OF ZERO WASTE SONOMA**

ZWS shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. ZWS shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

#### **PROPOSAL ALTERNATIVES**

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. ZWS reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the ZWS's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### **LOBBYING**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Directors, or any employee of ZWS, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### **FORM OF AGREEMENT**

1. No agreement with ZWS shall have any effect until a contract has been approved by the ZWS Board and signed by both parties.

2. A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the ZWS's standard agreement will not be negotiated. Indemnification language will not be negotiated.
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the ZWS's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

#### **DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE**

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by ZWS or ZWS representative, the selected consultant will be required to execute an agreement with ZWS for the services requested within sixty (60) days of ZWS's notice of intent to award. If agreement on terms and conditions acceptable to the ZWS cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of ZWS, ZWS reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

#### **WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL**

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

#### **L. PROTEST PROCESS**

Any directly affected party who is aggrieved in connection with the solicitation or award of a contract may file a protest regarding the procurement action. Such protest must be filed in writing with:

County of Sonoma  
 Attn: Soojin Park  
 2300 County Center Drive, Suite A220  
 Santa Rosa, CA 95403

Protests must be filed within seven (7) calendar days from the date notice of intent to award is issued by the procuring department. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.

## ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Petaluma HHWF Capacities

Attachment C: Insurance Template 5

**Standard Professional Services Agreement (“PSA”)**  
**Revision G – October 2021**

AGREEMENT FOR [CONSULTING/PROFESSIONAL] SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is by and between the Sonoma County Waste Management Agency, a California joint powers agency (hereinafter "ZWS"), and \_\_\_\_\_ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified \_\_\_\_\_, experienced in the preparation of \_\_\_\_\_ and related services; and

WHEREAS, in the judgment of the \_\_\_\_\_, it is necessary and desirable to employ the services of Consultant for \_\_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With ZWS. Consultant shall cooperate with ZWS and ZWS staff in the performance of all work hereunder.

1.3 Performance Standard.

- a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. ZWS has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by ZWS shall not operate as a waiver or release. If ZWS

determines that any of Consultant's work is not in accordance with such level of competency and standard of care, ZWS, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with ZWS to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows or minimum AutoCAD 2011 release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to ZWS a copy of Conformed Construction Documents on disk in each of the following formats:

Drawings:

- 1) AutoDesk AutoCAD latest release version or minimum AutoCAD 2011, with all XRef's bound into each primary drawing file. Include copies of any non AutoCAD standard plot style files and text style files used; and
- 2) Adobe Acrobat PDF – one file containing the entire set of drawings is preferred; however, for large projects separate file for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by ZWS, as follows: Consultant will make the Record Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or ZWS. Using the Contract Document set of AutoCAD drawings, Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings the electronic files will be submitted to ZWS in original form and Adobe Acrobat PDF form. Consultant will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) on disk is produced for ZWS's use.

- d. Consultant shall provide a separate fee in its fee proposal to prepare final record documents. At the completion of project, ZWS may elect not to require consultant to prepare final record documents. In this case, a deductive amendment to Consultant's agreement will be prepared by ZWS in the amount Consultant stated in its fee proposal to prepare final records documents.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time ZWS, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from ZWS or ZWS representative.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by ZWS to be key personnel whose services were a material inducement to ZWS to enter into this Agreement, and without whose services ZWS would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of ZWS. With respect to performance under this Agreement, Consultant shall employ the following key personnel: \_\_\_\_\_.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed \$xxxxxxxxxxxx, without the prior written approval of ZWS. Consultant shall submit its bills in arrears on a monthly basis in a form approved by ZWS's Auditor and the Head of the ZWS Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit [A/B/C], provided, however, that total payments to Consultant shall not exceed \$xxxxxxxxxxxx, without the prior written approval of ZWS. Consultant shall submit its bills in arrears on a monthly



basis in a form approved by ZWS's Auditor and the Head of ZWS Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Invoices shall be sent to the Household Hazardous Waste (HHW) Manager via email at [Courtney.scott@sonoma-county.org](mailto:Courtney.scott@sonoma-county.org) or mailed to:

Zero Waste Sonoma  
Attn: Courtney Scott  
2300 County Center Drive, B100  
Santa Rosa, CA 95403

Unless otherwise noted in this Agreement, payments shall be made within the normal course of ZWS business after presentation of an invoice in a form approved by ZWS for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by ZWS.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, ZWS shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, ZWS requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then ZWS requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify ZWS of any changes in the facts. Forms should be sent to ZWS pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide ZWS with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, ZWS shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, ZWS may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to ZWS all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to ZWS an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by ZWS, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if ZWS terminates the Agreement for cause pursuant to Section 4.2, ZWS shall deduct from such amount the amount of damage, if any, sustained by ZWS by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of ZWS. In addition, the Purchasing Agent or \_\_\_\_\_ Department Head, in consultation with ZWS Counsel, shall have the authority to terminate this Agreement on behalf of ZWS.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including ZWS, and to indemnify, hold harmless, and release ZWS, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against ZWS based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on ZWS's part, but to the extent required by law, excluding liability due to ZWS's conduct. ZWS shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any

limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in [Exhibit \[B/C/D\]](#), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The ZWS Board of Directors must authorize all extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of ZWS.

9. Representations of Consultant.

9.1 Standard of Care. ZWS has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by ZWS shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of ZWS and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits ZWS provides its employees. In the event ZWS exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also

warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform ZWS

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold ZWS harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case ZWS is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish ZWS with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to ZWS for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by ZWS, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with ZWS disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10 Assignment of Rights. Consultant assigns to ZWS all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to ZWS in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as ZWS may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of ZWS. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of ZWS.

9.11 Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of ZWS. ZWS shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to ZWS all such documents, which have not already been provided to ZWS in such form or format, as ZWS deems appropriate. Such documents shall be and will remain the property of ZWS without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of ZWS.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits ZWS's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: ZWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Department name, address, and email  
Facsimile number may be included]**

TO: CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Consultant name, address and email  
Facsimile Number may be included]**

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by ZWS of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and ZWS

acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and ZWS acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing

party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ZWS: \_\_\_\_\_

CERTIFICATES OF  
INSURANCE REVIEWED, ON  
FILE, AND APPROVED AS TO  
SUBSTANCE FOR ZWS:

By: \_\_\_\_\_  
Department Director or Designee

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
ZWS:

By: \_\_\_\_\_  
ZWS Legal Counsel

Date: \_\_\_\_\_

EXECUTED BY:

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_



**Attachment D - Petaluma HHWF Capacities**

<b>ChemicalName</b>	<b>LargestContainer</b>	<b>MaximumDailyAmount</b>	<b>Unit</b>
Propane	240	2000	pounds
Lamps (sodium, HID, fluorescents)	600	1500	pounds
Organic Peroxides	800	40	pounds
Sharps	120	360	pounds
Flammable Solids	1200	30000	pounds
Flammable Liquids	1200	30000	gallons
Paint, Latex	30000	40000	pounds
Reactives	400	25	pounds
Batteries, Alkaline and Rechargeable	880	9040	pounds
Used Motor Oil	450	450	gallons
Pesticides-solid	2400	11200	pounds
Antifreeze	400	400	gallons
Lead Acid Batteries	3000	3600	pounds
Bases	800	4800	pounds
Acids	800	1200	pounds
Oil Base Paint	144	8000	pounds
Aerosols	750	650	pounds
Oxidizers	800	800	pounds
Mercury Elemental, Mercury Manufactured Articles	50	25	pounds
Oil Filters	300	600	pounds
Asbestos	5000	2000	pounds
Polychlorinated Biphenyls	700	500	pounds

## Attachment C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

ZWS reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, ZWS requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by ZWS. Consultant is responsible for any deductible or self-insured retention and shall fund it upon ZWS's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving ZWS or representative.
- d. ZWS, its officers, representatives and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

**h. Required Evidence of Insurance:**

**i.** Certificate of Insurance.

**3. Automobile Liability Insurance**

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance:** Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

- a.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by ZWS.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

**5. Cyber Liability Insurance**

**Network Security & Privacy Liability Insurance:**

- a.** Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate.
- b.** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance:** Certificate of Insurance specifying the limits and the claims-made retroactive date.

**6. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**7. Documentation**

- a. The Certificate of Insurance must include the following reference: Architectural & Engineering Design Services for a New Household Hazardous Waste Facility.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with ZWS for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
County of Sonoma  
Attn: Sonoma Public Infrastructure  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403  
  
County of Sonoma  
Attn: Zero Waste Sonoma  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**8. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**9. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. ZWS, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, ZWS may purchase the required insurance, and without further notice to Consultant, ZWS may deduct from sums due to Consultant any premium costs advanced by ZWS for such insurance. These remedies shall be in addition to any other remedies available to ZWS.



Agenda Item #: 6  
Cost Center: All  
Staff Contact: Walsh  
Agenda Date: 8/15/2024  
Approved By: LL

## **ITEM: Consideration of One Year Extension of Employment Agreement for Executive Director**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

That the Board approve the attached resolution to provide a one year extension of Employment Agreement for Ms. Lukacs.

### **II. BACKGROUND**

Ms. Lukacs serves as Zero Waste Sonoma Executive Director pursuant to an agreement for personal services with the County of Sonoma (the "Employment Agreement") entered into in 2019. The County and the Agency have entered into an Agreement for Staff Services, pursuant to which the County employs the Executive Director, although the Executive Director serves at the pleasure of and under the direction of the Zero Waste Sonoma Board. Ms. Lukacs's Employment Agreement recently expired but the Board and Ms. Lukacs desire that she continue in her position as Executive Director.

### **III. DISCUSSION**

The Board and Ms. Lukacs would like to take time to review the Employment Agreement and consider a longer term to the Employment Agreement and whether any of the terms need to be updated. However, that process will take some time, and Agency Counsel therefore recommends that the Board and Ms. Lukacs extend the Employment Agreement for a period of one year, to provide additional time to review the terms of the Employment Agreement, determine whether any further amendments are needed and decide upon an appropriate term.

The enclosed First Amendment to the Employment Agreement would extend the Employment Agreement for a period of one year. Over the course of the next year the Board may conduct a more formal evaluation for Ms. Lukacs, and Agency counsel can return with a more comprehensive update to the Employment Agreement before the expiration of the one year extension period.

### **IV. FUNDING IMPACT**

The financial terms of the Employment Agreement would remain unchanged during this extension period. Ms. Lukacs's compensation is accounted for in the Agency's current budget.

### **V. ATTACHMENTS**

Resolution  
First Amendment to Employment Agreement

Dated: August 15, 2024

RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT FOR PERSONAL SERVICES,  
EXECUTIVE DIRECTOR OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY

WHEREAS, the County of Sonoma (“County”) and the Sonoma County Waste Management Agency (“Agency”) have entered into an agreement for staff services dated June 1, 2010 (“Staff Contract”); and

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter “Executive Director”); and

WHEREAS, the Agency determined that Leslie Lukacs is the individual AGENCY wants to serve as Executive Director of the Agency, and County and Lukacs entered into that certain Agreement for Personal Services, Executive Director of the Sonoma County Waste Management Agency (“Employment Agreement”) effective June 4, 2019, and Lukacs has served as Executive Director since that time; and

WHEREAS, the Agency Board desires to extend the term of the Employment Agreement for a period of one year from the original expiration date of June 4, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby approve a First Amendment to the Employment Agreement (the “First Amendment”) to extend the term of the Employment Agreement by one year, in the form accompanying this Resolution in the Agenda materials, subject to non-substantive amendments as approved by Agency counsel.

BE IT FURTHER RESOLVED that the Board of Directors hereby requests that the County of Sonoma approve and enter into the First Amendment approved by this Resolution.

MEMBERS:

- - Cloverdale	- - Cotati	- - County	- - Healdsburg	- - Petaluma
- - Rohnert Park	- - Santa Rosa	- - Sebastopol	- - Sonoma	- - Windsor

AYES: - -      NOES: - -      ABSENT: - -      ABSTAIN: - -

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:

DATE: August 15, 2024

---

Clerk of Zero Waste Sonoma  
Agency of the State of California in and for the  
County of Sonoma

FIRST AMENDMENT TO  
AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY

This Amendment is effective as of the 4th day of June, 2024 (the "Effective Date"), by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and LESLIE LUKACS (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, the COUNTY and the SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") have entered into an agreement for staff services dated June 1, 2010 (hereinafter, "Staff Contract"); and,

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter "Executive Director"); and,

WHEREAS, the AGENCY determined that EMPLOYEE is the individual AGENCY wants to serve as Executive Director of the AGENCY, and COUNTY and EMPLOYEE entered into that certain Agreement for Personal Services, Executive Director of the Sonoma County Waste Management Agency ("Employment Agreement") effective June 4, 2019, and EMPLOYEE has served as Executive Director since that time; and,

WHEREAS, the AGENCY Board has requested, and County desires to extend the Employment Agreement for one year from the original expiration date of June 4, 2024; and,

NOW, THEREFORE, BE IT AGREED by and between the parties that the Employment Agreement is hereby amended as follows:

1. Amendment to Term of Employment. The Term of Employment as set forth in Section 1 of the Employment Agreement is hereby amended to extend such term for one additional year, resulting in the Term of Employment now ending on June 4, 2025, subject, however, to termination as provided in the Employment Agreement.

*[Agreement continued on following page]*



2. Remaining Terms Remain Unchanged. Except as specifically set forth in Section 1 above, the terms of the Employment Agreement remain in effect and unchanged..

ATTEST:

COUNTY OF SONOMA:

\_\_\_\_\_  
Clerk of the Board

BY: \_\_\_\_\_  
Chair, Board of Supervisors

EMPLOYEE:

\_\_\_\_\_  
LESLIE LUKACS

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
County Counsel



Agenda Item #: 7  
Staff Contact: Walsh/Lukacs  
Agenda Date: 8/15/2024  
Approved By: LL

## **ITEM: Consideration of Proposed First Amendment to Amended and Restated Joint Exercise of Powers Agreement**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

That the Board direct Agency staff to request that the governing boards of the member agencies of the Sonoma County Waste Management Agency approve the First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency.

### **II. BACKGROUND**

On March 1, 2017, the cities located in Sonoma County and the County of Sonoma entered into an Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency (the "JPA Agreement"). The JPA Agreement governs the operations of the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma. The JPA Agreement was unanimously approved by the governing boards of the member agencies, and any amendments to the JPA Agreement must similarly be amended by unanimous approval of the governing boards of the member agencies.

### **III. DISCUSSION**

Recently, the Agency acquired property located at 5885 Pruitt Avenue in Windsor, and hopes to develop a household hazardous waste collection facility and potentially offices for staff and administrative functions ("HHW Facility") at that location. The Agency would need to secure financing to develop an HHW Facility, and Agency staff has been evaluating potential financing sources for such a project. As part of this process, Agency staff has requested that the County of Sonoma (the "County") consider providing the Agency with a line of credit to help fund the cost of development of the HHW Facility. County Public Infrastructure staff has expressed a willingness to discuss this request with the Board of Supervisors, in light of the regional benefits of development of the contemplated HHW Facility in the northern part of the County.

The State Joint Exercise of Powers Act provides that member agencies of a joint powers authority (such as the County, in this instance), are allowed to make "advances" to a JPA in furtherance of the purposes set forth in the joint powers agreement, with the advances repaid according to the terms of the joint powers agreement. (Gov't Code section 6504.)

While the JPA Agreement does allow generally that the Agency may incur debts, liabilities and obligations (See JPA Agreement, Section 3(b)(vi)), it does not expressly provide that the member agencies may make loans or advances to the Agency, as allowed by Gov't Code section 6504. In order to make clear that the Agency is authorized to borrow money from the County for the development of the HHW Facility, and that the County is authorized to make the contemplated loan to the Agency, Agency staff has prepared a proposed First Amendment to the JPA Agreement

to expressly authorize contributions, payments, or advances from the member agencies to the Agency, with any advances to be repaid pursuant to terms set forth in a written agreement between the Agency and the member agency making such an advance. If approved, this First Amendment would expressly allow for the contemplated line of credit to be made from the County to the Agency.

In order to take effect, the proposed First Amendment must be unanimously approved by the governing boards of the member agencies. Agency staff recommends that the Agency Board direct staff to reach out to appropriate staff for each member agency, and request that the proposed amendment be placed on the agenda for consideration by the governing bodies of each member agency.

#### **IV. FUNDING IMPACT**

The proposed amendment will not have any funding impact to the Agency. In the event that the amendment is approved by all member agencies the Agency and County are able to agree to terms of a potential line of credit, the proposed agreement will come to the Board at a later date for its consideration.

#### **V. ATTACHMENTS**

First Amendment to JPA Agreement

**FIRST AMENDMENT TO  
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

This FIRST AMENDMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“First Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the COUNTY OF SONOMA, a political subdivision of the State of California, the CITIES OF CLOVERDALE, COTATI, HEALDSBURG, PETALUMA, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA AND WINDSOR, each a municipal corporation of the State of California (the County and Cities are referred to individually herein as a “Member” and collectively as the “Members”).

**RECITALS**

A. The Members are authorized and empowered to contract with each other for the joint exercise of powers pursuant to the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) (the “**JPA Act**”); and

B. On September 9, 1992, the Members entered into an agreement for a joint powers agency to deal with waste management issues (“**Original Agreement**”) and the Original Agreement created a separate public entity known as the Sonoma County Waste Management Agency; and

C. On January 24, 1996 the Members entered into that certain First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues; and

D. On March 27, 2014, the Members entered into that certain Second Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues; and

E. On March 1, 2017, the Members entered into the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, which replaced and superseded the Original Agreement and all amendments thereto (“**Agreement**”); and

F. The Agreement authorizes the Members, following approval by their governing bodies, to amend the Agreement by unanimous consent; and

G. Section 6504 of the JPA Act provides in part that the parties to a joint exercise of powers agreement may provide that (a) contributions from the treasuries of the members may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances; and

H. As allowed by Section 6504 of the JPA Act, the Members desire to amend the Agreement to expressly provide that any of the Members may, at their sole individual discretion,

make contributions, payments, advances, or provide personnel, equipment or property to the Agency, subject to the conditions set forth in this First Amendment.

### AGREEMENT

1. Section 3.B.xv. is hereby added to the Agreement to read as follows:

“xv. The Agency may accept from the Members, and each of the Members may make, at their sole discretion, (a) contributions from any of the Members’ treasuries to be used in furtherance of the purposes set forth in this Agreement, (b) payments of public funds from any of the Members to defray the cost of the purposes set forth in this Agreement, (c) advances of public funds for any of the purposes set forth in this Agreement, including but limited to advances in the form of loans or lines of credit, with such advances to be repaid pursuant to terms set forth in a written agreement between the Agency and the Member contributing such advances, the terms of which must be approved by the Agency Board of Directors and the governing body of the applicable Member, or (d) personnel, equipment or property of one or more of the Members may be used in lieu of other contributions or advances, subject to terms set forth in a written agreement between the Agency and the Member contributing such personnel, equipment or property, the terms of which must be approved by the Agency Board of Directors and the governing body of the applicable Member.”

2. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page to Follow]

**FIRST AMENDMENT TO  
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR  
THE SONOMA COUNTY WASTE MANAGEMENT AGENCY**

**IN WITNESS WHEREOF**, the Members hereto, unanimously consent, through their governing bodies, to this First Amendment, and have caused their names to be affixed by their proper and respective officers as of the day and year first written above.

**CITY OF CLOVERDALE**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**CITY OF COTATI**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

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City Attorney

**CITY OF HEALDSBURG**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**CITY OF PETALUMA**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**CITY OF ROHNERT PARK**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**CITY OF SANTA ROSA**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**CITY OF SEBASTOPOL**, A Municipal Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:



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City Clerk

APPROVED AS TO FORM:

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City Attorney

**CITY OF SONOMA**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**COUNTY OF SONOMA**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_

Chair  
Board of Supervisors

ATTEST:

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Clerk of the Board of  
Supervisors

APPROVED AS TO FORM:

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County Counsel

**TOWN OF WINDSOR**, A Municipal  
Corporation of the State of California

By: \_\_\_\_\_

Mayor

ATTEST:

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Town Clerk

APPROVED AS TO FORM:

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Town Attorney

**ZERO WASTE SONOMA**, A California  
Joint Powers Authority

By: \_\_\_\_\_

Leslie Lukacs  
Executive Director

APPROVED AS TO FORM:

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Agency Counsel