



A Public Agency

SHOREWAY OPERATIONS AND CONTRACT MANAGEMENT

STAFF REPORT

To: SBWMA Board Members
From: Tj Carter, Program Manager II, Recycling and Compliance
Date: April 28, 2022 Board of Directors Meeting
Subject: Resolution Approving a Contract with South Bay Recycling for \$68,208 for SB 1383 Sampling Services

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2022-20 attached hereto authorizing the approval of a contract in the amount of \$68,208 with South Bay Recycling (SBR) for required Senate Bill 1383 material sampling services.

Summary

Pursuant to SB 1383 regulations (14 CCR Division 7, Chapter 3, Article 6) transfer/processing facilities and operations must conduct sampling of the waste streams to determine how much organic material is recovered and how much is disposed to calculate the recovery percentage. Material sampling services are outside of the scope of SBR's Agreement for Operation of the Shoreway Recycling and Disposal Center thus, RethinkWaste has developed a separate contract with SBR for costs related to the staff time and materials needed to conduct the required SB 1383 sampling. The contract will expire on December 31, 2023 at the same time the Agreement for Operations of the Shoreway Recycling and Disposal Center with SBR expires.

Analysis

Per the requirements of SB 1383, the operator of a transfer/processing operation or facility that accepts source separated organic waste is required to conduct quarterly sampling of the waste streams to determine how much organic material is recovered and how much is disposed to calculate the recovery percentage. These samples will be used to determine if a transfer/processing facility or operation that sends materials to a recovery activity (like composting or anaerobic digestion) meets the 80 percent "clean" or less than 20 percent of incompatible material limits by 2022 and 90 percent clean or less 10 percent of incompatible material limits by 2024. A transfer/processing facility or operation that does not meet the cleanliness standard can only send organics to a facility or operation that can meet the cleanliness standard or the acceptable levels of organic waste sent to disposal. All transfer/processing operators are also required to maintain records and report to CalRecycle sampling results and daily outgoing weights of organic material sent for recovery and disposal.

Currently, material sampling services are outside of the scope of SBR's Agreement for Operation of the Shoreway Recycling and Disposal Center thus, RethinkWaste has developed a separate contract with SBR to allow them to properly recover their newly incurred costs related to the staff time and materials needed to conduct the required SB 1383 quarterly sampling program. As part of SBR's performance of the materials sampling and measurements, RethinkWaste has asked SBR to conduct the following tasks:

1. **Preparation of a Sampling Plan:** SBR will prepare and provide to RethinkWaste a sampling plan that describes the protocol it will use to conduct the quarterly materials sampling and measurements. **NOTE:**

This plan has now been satisfactorily submitted to Staff and has been approved by the Local Enforcement Agency (LEA).

2. **Seven Quarterly Materials Sampling:** SBR will conduct seven quarterly materials sampling that meets requirements of SB 1383 regulations (14 CCR Division 7, Chapter 3, Article 6). A preliminary list of the Materials Sampling Requirement prepared by HF&H Consultants is provided as Attachment 1 for SBR's review. This period coincides with the remaining Operating Agreement term that expires on December 31, 2023. If SBR believes that SB 1383 sampling requirements are different than reflected in Attachment 1, SBR will provide its own Materials Sampling Plan.
3. **Cost Reimbursement Request:** SBR will document all staff time and costs associated with conducting the materials sampling (as further described below) and will submit a detailed request for their full cost reimbursement in accordance with RethinkWaste work order process and these costs will be based on actual time and materials incurred. The reimbursement request shall be submitted to RethinkWaste via the existing monthly invoicing process and will be provided to Staff no later than 15 business days after the end of each quarter.
4. **Recordkeeping and Reporting.** SBR will maintain documentation and provide the following reports than no later than 15 business days after the end of each quarter or as otherwise required by the State:
 - a. **Materials Sampling Records:** For materials sampling, SBR will maintain records required by 14 CCR Sections 17409.5.1, 17409.5.4, 17409.5.5, 17409.5.7, 17409.5.8, and 17414.2 and will submit reports to the State in accordance with 14 CCR Section 18815.5(d)-(g). SBR will provide RethinkWaste with copies of the reports SBR submits to the State concurrently with SBR's submittal to the State.
 - b. **Staffing:** SBR will submit to RethinkWaste documentation of staffing involved in the materials sampling that includes: the number of employees by job classification, the name of employees, and the number of hours per employee per sample per day listed separately for each day material sampling is conducted. If both SBR staff and consultant staff are engaged in the materials sampling activities, SBR will provide the required information separately for SBR and consultant staff.
 - c. **Costs:** SBR will submit to RethinkWaste an itemized list of all costs related to conducting the materials sampling measurements and supporting documentation. This includes costs for staff time and supplies for conducting sampling.
 - d. **Contracts:** Copies of any contract(s) or agreement(s) for consultants that support or conduct materials sampling measurements on behalf of SBR.

Background

In September 2016, SB 1383 (Lara, Chapter 395, Statutes of 2016) established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. It includes statewide goals to reduce the disposal of organic waste and recover edible food for human consumption. To accomplish these statewide goals, SB 1383 regulations, which were approved on November 3rd, 2020, include prescriptive requirements for jurisdictions related to recycling and organics collection, inspection, and enforcement policies and programs and edible food recovery. The SBWMA and its Member Agencies need to comply with nearly all SB 1383 requirements by January 1, 2022 with the significant exception that enforcement

actions do not need to commence until January 1, 2024. More information regarding SB 1383 can be found online at www.calrecycle.ca.gov/organics/slcp/.

Fiscal Impact

The approved FY 2022 budget of \$1,043,022 for SB 1383 has funding available for the \$29,232 allotted for sampling this fiscal year. The remaining \$38,976 of the contract will be incorporated into the proposed FY2023 budget for Board consideration this fall. This contract includes \$8,120 per sample with a 20% contingency per quarter. The contingency will be used in the event of unexpected costs related to conducting the sampling or in the event the local enforcement agency (LEA) requires changes to the sampling methodology.

Attachments:

Resolution 2022-20

Exhibit A –Agreement for Professional Services between the South Bayside Waste Management Authority and South Bay Recycling



RESOLUTION NO. 2022-20

RESOLUTION APPROVING A CONTRACT WITH SOUTH BAY RECYCLING FOR \$68,208 FOR SB 1383 SAMPLING SERVICES

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, SB 1383 regulations (14 CCR Division 7, Chapter 3, Article 6) requires transfer/processing facilities and operations to conduct quarterly sampling of the waste streams; and

WHEREAS, Material sampling services are outside of the scope of SBR’s Agreement for Operation of the Shoreway Recycling and Disposal Center;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves contract with South Bay Recycling for \$68,208 for SB 1383 Sampling Services.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of April, 2022, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2022-20 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 28, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board



Exhibit A

PROFESSIONAL SERVICES AGREEMENT
FOR
SENATE BILL 1383 REQUIRED MATERIAL SAMPLING SERVICES

This Agreement is made and entered into as of the 28th of April, 2022 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and South Bay Recycling hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That AUTHORITY desires to engage CONSULTANT to provide professional services;
- B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;
- C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term. The initial term of this Agreement shall commence upon the date hereinabove written and shall expire on December 31, 2023. AUTHORITY has the option to extend this agreement for one additional one-year term by giving written notice to CONSULTANT no later than ninety (90) days before the end of the then existing term. Costs and compensation for one-year extension term will be agreed upon at time of extension.
- 3. Schedule. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. AUTHORITY'S agreement



to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

4. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all Services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's rates during the time of the performance of the Services. A copy of CONSULTANT's rates for which Services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of sixty-eight thousand two hundred and eight (\$68,208) unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by AUTHORITY's Executive Director (for contracts less than \$50,000) or AUTHORITY Board (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as, as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

Costs and compensation for extension year will be agreed upon at time of extension.

5. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the Services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY's Executive Director (for contracts less than \$50,000) or AUTHORITY Board (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to Services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the Services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing Services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the AUTHORITY.
10. Termination or Suspension of Agreement or Services.
 - (a) The AUTHORITY may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
 - (b) CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
 - (c) Upon such suspension or termination, CONSULTANT shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY. Any Modification to or use of the materials for purposes not set forth in the scope of work, without consent of Vendor, shall be at Authority's sole risk.
 - (d) Upon such suspension or termination by AUTHORITY, CONSULTANT will be paid for the Services rendered or materials delivered to AUTHORITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, AUTHORITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to AUTHORITY as such determination may be

made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 11, 12, 13, 10(d), and 15.

- (e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

- 11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

- 12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, professional liability and cyber liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease

Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and aggregate
Cyber Liability	\$1,000,000 per claim and annual aggregate with a carrier with an A.M. Best rating of A VI (also titled Network Security/Cyber/Privacy liability)

The requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]



general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a

minimum of five (5) years following completion of Services. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070
Attention: Tj Carter, Recycling and Compliance
Program Manager
Cyndi Urman, Clerk of the
Board/Executive Assistant

CONSULTANT: South Bay Recycling
Dwight Herring
333 Shoreway Road
San Carlos, CA 94070
DHerring@sbrecycling.net

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.
23. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
24. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed on the date first written above.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Alicia Aguirre, Board President

ATTEST:

Dated: _____

Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: _____

Jean Savaree, Legal Counsel

CONSULTANT

Dated: _____

Dwight Herring, General Manager
South Bay Recycling

EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE FOR SENATE BILL 1383 REQUIRED MATERIAL SAMPLING SERVICES

1. **Preparation of a Sampling Plan:** SBR will prepare and provide to RethinkWaste a sampling plan that describes the protocol it will use to conduct the seven quarterly materials sampling and measurements.
2. **Seven Quarterly Materials Sampling:** SBR will conduct seven quarterly materials sampling that meets requirements of SB 1383 regulations (14 CCR Division 7, Chapter 3, Article 6). A preliminary list of the Materials Sampling Requirement prepared by HF&H Consultants is provided as Attachment 1 for SBR's review. If SBR believes that SB 1383 sampling requirements are different than reflected in Attachment 1, SBR will provide its own Materials Sampling Plan.
3. **Cost Reimbursement Request:** SBR will document all staff time and costs associated with conducting the materials sampling (as further described below) and will submit a detailed request for payment in accordance with RethinkWaste invoicing. The payment request shall be submitted to RethinkWaste no later than 15 business days after the end of each quarter.
4. **Recordkeeping and Reporting.** SBR will maintain documentation and provide the following reports than no later than 15 business days after the end of each quarter or as otherwise required by the State:
 - a. **Materials Sampling Records:** For materials sampling, SBR will maintain records required by 14 CCR Sections 17409.5.1, 17409.5.4, 17409.5.5, 17409.5.7, 17409.5.8, and 17414.2 and will submit reports to the State in accordance with 14 CCR Section 18815.5(d)-(g). SBR will provide RethinkWaste with copies of the reports SBR submits to the State concurrently with SBR's submittal to the State.
 - b. **Staffing:** SBR will submit to RethinkWaste documentation of staffing involved in the materials sampling that includes: the number of employees by job classification, the name of employees, and the number of hours per employee per sample per day listed separately for each day material sampling is conducted. If both SBR staff and consultant staff are engaged in the materials sampling activities, SBR will provide the required information separately for SBR and consultant staff.
 - c. **Costs:** SBR will submit to RethinkWaste an itemized list of all costs related to conducting the materials sampling measurements and supporting documentation. This includes costs for staff time and supplies for conducting sampling.
 - d. **Contracts:** Copies of any contract(s) or agreement(s) for consultants that support or conduct materials sampling measurements on behalf of SBR.

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and SBWMA so long as all Services are completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion
No. of Days/Weeks	From NTP
1. Quarter 1 Sample	12 weeks
2. Quarter 2 Sample	24 weeks
3. Quarter 3 Sample	36 months
4. Quarter 4 Sample	48 weeks
5. Quarter 5 Sample	60 weeks
6. Quarter 6 Sample	72 weeks
7. Quarter 7 Sample	84 weeks

COMPENSATION

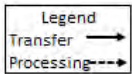
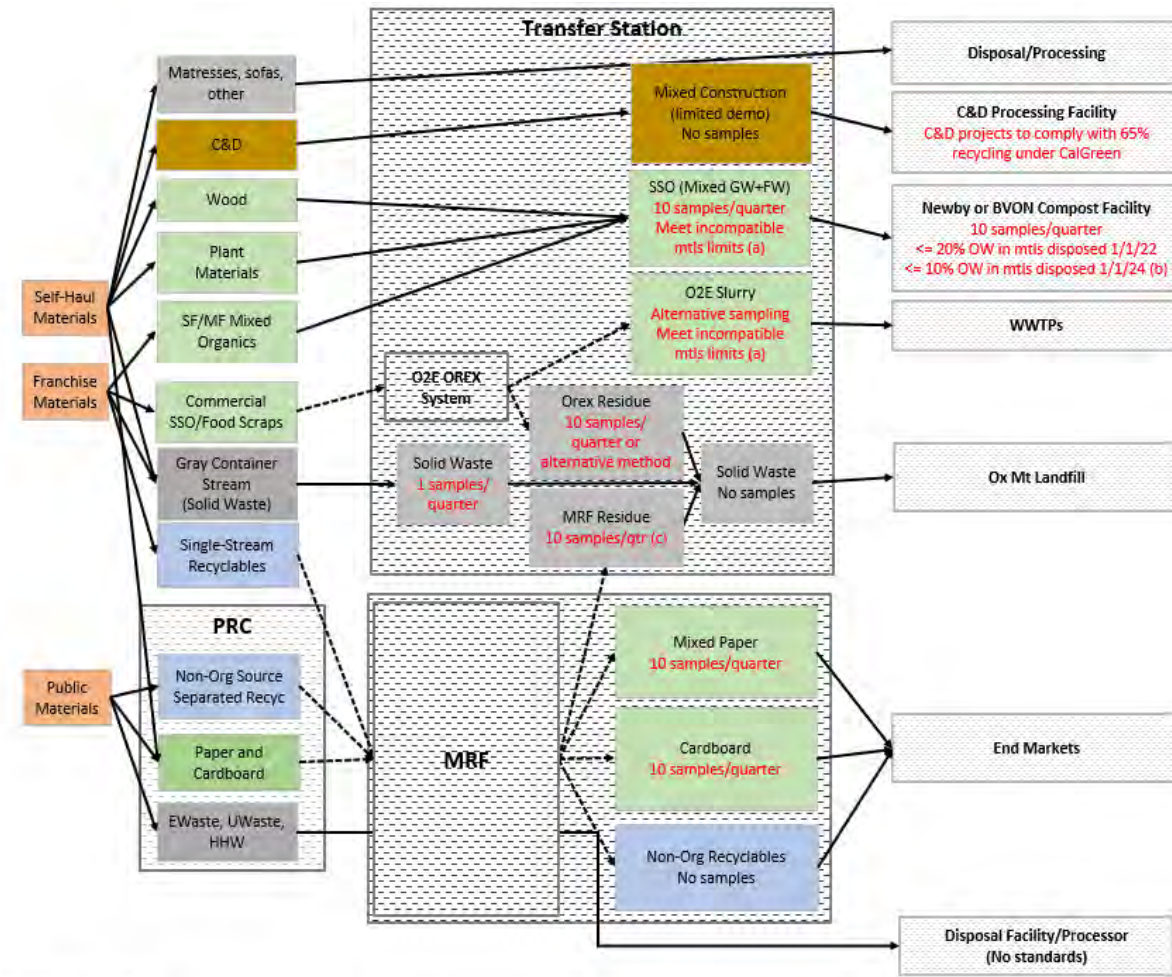
The AUTHORITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the AUTHORITY.

Costs and compensation for extension year will be agreed upon at time of extension.

Quarter	Cost	Contingency
Quarter 1	\$8,120	20% (\$1,624)
Quarter 2	\$8,120	20% (\$1,624)
Quarter 3	\$8,120	20% (\$1,624)
Quarter 4	\$8,120	20% (\$1,624)
Quarter 5	\$8,120	20% (\$1,624)
Quarter 6	\$8,120	20% (\$1,624)
Quarter 7	\$8,120	20% (\$1,624)
Total	\$56,840	\$11,368

Attachment 1: Materials Sampling Requirements (subject to SBR review and approval)



- (a) Recovered organics must meet incompatible materials limits (<= 20% incompatibles in organics by 1/1/22 and <= 10% by 1/1/24), unless material is delivered to compost or in-vessel facility that meets limits on organic waste in materials disposed.
- (b) If SEC organics meet incompatible materials limits, compost or in-vessel facility do not need to meet limit on organic waste in materials disposed.
- (c) Per discussion with CalRecycle on 10/28/21, MRF residue must be sampled because it is moved to the transfer station (which is subject to the SB 1388 sampling requirements). If the SBWMA changes its operations so that MRF residue is transferred out of the MRF directly to landfill, no sampling will be required.

Attachment 1: Materials Sampling Requirements
(subject to SBR review and approval)

Number of Quarterly Samples Required

Outbound Material	Number of Samples per Quarter
Mixed C&D (a)	0
Wood (b)	0
SSO (GW + FW)	10
O2E slurry	Alt method (c)
Solid waste	1
O2E residue	Alt method (d)
MRF residue, including fines	10
Mixed paper (e)	10
Cardboard (e)	10
Non-org recyclables	0
Total Prescriptive Samples	41
Total Alternative Samples	TBD

Notes

- a. Mixed C&D: Sampling not required pursuant to 14 CCR Section 17409.5.6(a)(2).
- b. Wood: Separate sampling of wood waste is not required because it is either mixed with C&D and hauled off-site or mixed with SSO that is sampled.
- c. O2E slurry: Alternative method is needed because a methodology for sampling the liquid is not covered in SB 1383; must be approved by LEA and CalRecycle.
- d. O2E residue: Alternative method may be needed because one of three O2E residue streams is all fines, which would not allow for removal of organics in the materials sent to disposal, and the other two residue streams may be able to deem as not have organic waste.
- e. Mixed paper and cardboard: Sample recovered materials.

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Hilary Gans, Sr. Facility Operations & Engineering Manager
John Mangini, Sr. Finance Manager
Date: April 28, 2022 Board of Directors Meeting
Subject: Resolution Approving Contract with SCS Engineers not-to-exceed for \$169,816 to develop a Site and Optimization Study and Design Development starting point in FY2022

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No 2022-21 attached hereto authorizing the approval of a not-to-exceed contract with SCS Engineers for \$169,816 to develop a Site Optimization Study and Design Development starting point for the Shoreview Environmental Center site and facilities to maximize its future operational efficiencies and customer experience.

Summary

In January 2022, RethinkWaste Board of Directors approved a Request for Proposal (RFP) process to seek third-party engineering consultants to develop a site optimization study and a design development starting point for the Shoreview Environmental Center, (SEC). The intent of SBWMA is to hire a single qualified technical consulting team that can provide professional services beginning in May 2022 through October 2022 to capture, analysis, and make recommendations for the enhanced functionality of site operations and emergency storage, fleet and employee parking, the office / conference, learning center, storage, programing, and new material handling and processing technology systems, and needs.

RethinkWaste solicited proposals from six qualified proposers or from groups of qualified proposers that would form a team arrangement for the purpose of this solicitation that concluded on March 16, 2022. Two qualified proposals were submitted to the SBWMA-a proposal was received from SCS Engineers (\$154,378) and a second from HDR Engineering (\$197,156). The Evaluation Committee was highly impressed with the numerous attributes of both proposals. After careful consideration, of the two proposals submitted, staff recommends approval of SCS Engineers' proposal to the Board of Directors to develop a Site Optimization Study and a Design Development starting point for the Shoreview Environmental Center in FY2022. The total cost for this recommended not-to-exceed contract is \$169,816 (\$154,378 plus a \$15,438 contingency (10%).

Analysis

The SBWMA released the RFP on February 2, 2022 to six qualified proposers whom had either previously provided technical support and/or key principal engagement with the agency in the past. These firms were:

- Coffman Associates
- HDR Engineers

- JR Miller Architects
- Michael Baker International
- Resource Recycling Systems (RRS)
- SCS Engineers

. The RFP process included a mandatory site visit on February 18th, a February 28th deadline to ask questions, and March 16th proposal submittal due date. Eleven questions were received and answered. Specifically, the information gathering, and analysis scope of services includes, but is not limited to:

- Maximizing site, buildings and asset storage layout and improve operational flow efficiencies,
- Address current and anticipated infrastructure gaps in mandated solid waste operational and material handling and processing programs,
- Be consistent with the SBWMA 2020 Long Range Plan mission statement, goals and guiding principles,
- Identify, assess, and recommend alternative power and fleet fueling opportunities, and provide planning-level recommendations for transition while maintaining current operations,
- Incorporate a planned Underground Fuel Storage Tank removal project (planned for FY2023/FY2024),
- Identify new material storage capabilities, including emergence storage needs.
- Assess Leadership in Energy and Environmental Design (LEED) sustainability principles,
- Reflect attractive, modern, and flexible interior design for a multi-generational workforce,
- Incorporate flexible collaborative workspaces and training labs for environmental learning groups interaction, training, and innovation development,
- Utilize modern smart building technologies and digital workplace design elements,
- Be consistent with the SEC's Operations Agreement,
- Assist with developing options to generate additional revenues, such as from a digital sign,
- Address existing and future needs for employee and fleet vehicle parking, and
- Consider possible recommendation for additional vacant site land use, if it becomes available for the project,
- Analyze comparison of costs for possible land acquisition and construction on a new site vs. the current site,
- Assess potential impacts to the site neighbors and the County of San Mateo's airport,
- Assess potential noise impact for neighboring locations in proximity,
- Assess current space needs while the future plan(s) are constructed. SBWMA is committed to flexibility in the design process to maximize the benefits to the community. SBWMA is prepared to consider participation in a partnership, including but not limited to the County of San Mateo in the use of the neighboring County owned vacant land.

RethinkWaste received two proposals, one from SCS Engineers and the other from HDR. Staff has determined both proposers met the RFP requirements and are competitive in the scope of services and costs. On March 28th staff met internally to review and rank each proposal 1 and 2. This ranking was done without any knowledge of the respective proposer's cost which remained in sealed envelopes until after the ranking took place. Staff then interviewed both proposers on April 1st. The evaluation of the proposals and interviews included, but were not limited to:

- Overall proposal
- Project team and staff qualifications

- Project experience
- Proposed approach to work
- Proposed Fee
- Interview question responses
- References

On April 5th an ad-hoc evaluation committee, consisting of the staff interview team and three members of the SBWMA, to discuss and review each proposer's qualifications, experience, project approach, and fee. As a result, the TAC members unanimously supported staff's recommendation to hire SCS Engineers as the most qualified team, and having the best project delivery work plan at a lower price.

To help the process move quickly, SBWMA legal counsel was also available to answer process questions at the March 28th ranking meeting, April 1st interviews, and April 5th evaluation committee meeting.

After careful consideration, staff recommends SCS Engineers to the Board of Directors to provide professional services to develop a Site Optimization Study and Design Development starting point for the Shoreview Environmental Center site and facilities.

Background

The original SEC transfer station building, vehicle maintenance buildings, and the administrative offices were originally owned and built by Browning-Ferris Industries (BFI) in 1982. The adjacent MRF building was a pre-existing warehouse that was converted to a MRF. In 2000, bonds were issued by the SBWMA and the SBWMA purchased the SEC from BFI. At the time of purchase, the SBWMA and BFI entered into an agreement for the operation of the transfer station and the MRF facility. In 2007, in anticipation of the expiration of that operations agreement, an RFP for a new contractor was issued by the SBWMA and SBR was selected to become the site/facility operator starting on January 12th, 2011. With extensions issued to the SBR operations agreement, the SBR contract will run its maximum length expiring December 31, 2023.

In 2011, the SBWMA completed a \$54million capital remodel of the facility. The primary goal for transformation of the SEC was to upgrade the recycling infrastructure required to handle new single-stream recyclable materials collection services provided to the residents and businesses in the SBWMA service area. The facility improvements included: (1) a new state-of-the-art MRF for sorting single-stream recyclable materials from residents and businesses; (2) expanded transfer station for more recycling and customer convenience; (3) green building features, such as LEED-gold MRF building certification based on solar panels and use of natural light among other improvements; (4) new environmental education center and demonstration gardens; and, (5) additional improvements to more effectively manage the traffic flow and public.

Over the following decade, several other changes occurred. In September 2016, the MRF experienced a catastrophic fire that resulted in closure for over 4 months and damages covered by insurance of up to \$8.5 million. Lithium Ion batteries were the suspected cause of the this fire. In 2019, the SBWMA approved closure (likely permanent) of the buyback center for public redemption of CRV-valued materials due to unexpected market changes that negatively impacted the California CRV Redemption program. In 2020, MRF equipment upgrades (MRF Phase I) were completed that resulted in improvements of MRF productivity and commodity quality.

In March 2020, the O2E system, including the Anaergia OREX™ press equipment, was installed in the transfer station and tested. The pilot program for this O2E project was intended to start immediately after this installation; however, the COVID pandemic resulted in significant disruptions to the volumes of the anticipated feedstock and, therefore, the start-up pilot was delayed. In April 2021, the OREX™ began processing food waste at a pilot-scale

level, with plans to continue pilot-scale processing for at least six months to gather sufficient data for determining how to proceed.

The Shoreway Environmental Center (SEC) complex is approximately 16-acres and is wholly owned by the SBWMA. There are two large structures used for the transferring and recovery of materials, located at 225 and 333 Shoreway Road, respectively, north of Holly Street/Redwood Shores Parkway in San Carlos, California. There are several important support structures, including two vehicle maintenance shops, an industrial-scale fuel island, an administrative building, an education center, and a public recycling drop-off center. There is truck parking area at the north end of the property that is used by Recology for parking of 150 collection and support vehicles, and storage of a standing inventory of waste material containers (carts and bins) used to serve the SBWMA service area. On-site parking is also currently provided to accommodate about 350 Recology, SBR and site-production related employees.

Fiscal Impact

SCS Engineers' proposal is a not-to-exceed \$169,816 contract which includes a 10% contingency (\$154,378 + \$15,438) The adopted FY2022 budget allocates \$150,000 for this work (see expense worksheet line item 79). An additional \$19,816 will be reallocated from other existing FY2022 budget line items to conform within the adopted budget. This project will address many unknown components involving our facility's future operations and layout. Should the Board approve any project scope and timing expansion that may roll into the FY2023 Budget period, staff will quantify and present such options for consideration during the agency's standard budgeting process.

Attachments:

Resolution 2022-21

Exhibit A- Contract with SCS Engineers for \$169,816 to develop a Site Optimization Study and Design Development starting point for the Shoreview Environmental Center for FY2022



RESOLUTION NO. 2022-21

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS RESOLUTION APPROVING A CONTRACT WITH SCS ENGINEERS FOR \$169,816 TO DEVELOP A SITE OPTIMIZATION STUDY AND DESIGN DEVELOPMENT STARTING POINT FOR THE SHOREVIEW ENVIRONMENTAL CENTER FOR FY2022

WHEREAS The South Bayside Waste Management Agency (SBWMA) is the property owner of the 16-acre Shoreway solid waste facility, buildings and property that handles over 450,000 tons of waste material generated in its 100 square mile service area each year; and

WHEREAS, This industrial level operations have been conducted on this site since the 1980s and the site is extremely space-constrained due to numerous applicable laws, environmental goals to transition the facility's operating and vehicles to significantly reduce greenhouse gas emissions with urgency and other significant market drivers that require ever-increasing new operations and work flows that have simply outgrown the site's current layout; and

WHEREAS, SBWMA Board Members, Technical Staff, Agency Staff and Contractors have all recognized the severe impacts of this situation during numerous public and planning-level meetings, as well as the agency's 2020 Long Range Plan in recent years; and

WHEREAS, SBWMA Board Members, has provided clear direction to Staff that priority planning status must be given to innovate, cost-effective industry-leading planning solutions when considering/ proposing site layout and operational alternatives for final; and

WHEREAS, the technical skills required to develop a site optimization study are beyond Agency Staff's workload capacity and expertise; and

WHEREAS, \$150,000 has been designated in the adopted FY 2020 budget to fund this study. The anticipated \$19,816 remaining funds will be reallocated from other existing line items in this adopted budget ; and

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the execution of a Contract with SCS Engineers not-to-exceed \$169,816 in FY2022 to develop a Site Optimization Study and a Design Development starting point for the Shoreview Environmental Center in a contract attached hereto as Exhibit A, and proposal attached hereto as Exhibit B

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of April 2022, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist.				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2022-21 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 28, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT
FOR
SHOREWAY SITE OPTIMIZATION STUDY AND DESIGN DEVELOPMENT

This Agreement is made and entered into as of the day of 28TH April 2022 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and SCS ENGINEERS hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That AUTHORITY desires to engage CONSULTANT to provide professional services;
 - B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;
 - C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term. The term of this Agreement shall commence upon the date hereinabove written through April 30, 2023, unless terminated earlier pursuant to Section 10 of this Agreement.
3. Schedule. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. AUTHORITY'S agreement to extend the

term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

4. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all Services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of the Services. A copy of CONSULTANT's hourly rates for which Services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum written NTE Amount (\$169,816) unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by AUTHORITY's Executive Director (for contracts less than \$50,000) or AUTHORITY Board (for contracts \$50,000 or more) evidenced by motion duly made and carried and memorialized, in writing, between the parties.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as, as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

5. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the Services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY's Executive Director (for contracts less than \$50,000) or AUTHORITY Board (for contracts \$50,000 or more) by motion duly made and carried and memorialized, in writing, between the parties. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to Services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the Services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing Services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the AUTHORITY.
10. Termination or Suspension of Agreement or Services.
 - (a) The AUTHORITY may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
 - (b) CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
 - (c) Upon such suspension or termination, CONSULTANT shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY.
 - (d) Upon such suspension or termination by AUTHORITY, CONSULTANT will be paid for the Services rendered or materials delivered to AUTHORITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, AUTHORITY will be obligated to compensate CONSULTANT only for that portion of

CONSULTANT's services which are of direct and immediate benefit to AUTHORITY as such determination may be made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 11, 12, 13, 10(d), and 15.

- (e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

- 11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

- 12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, professional liability and cyber liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum

Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and aggregate
Cyber Liability	\$1,000,000 per claim and annual aggregate with a carrier with an A.M. Best rating of A VI (also titled Network Security/Cyber/Privacy liability)

The requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT

is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of Services. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070
Attention: Joe LaMariana, Executive Director

CONSULTANT: SCS Engineers
Michelle Leonard
4683 Chabot Drive, Suite 200
Pleasanton, CA 94588
(925) 426-0080
mleonard@scsengineers.com

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.
23. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
24. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed on the date first written above.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____
Joe LaMariana, Executive Director

Dated: _____
Alicia Aguirre, Board President

ATTEST:

Dated: _____
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: _____
Jean Savaree, Legal Counsel

SCS Engineers

Dated: _____
Michelle Leonard, Sr. Vice President

EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE FOR SHOREWAY SITE OPTIMIZATION STUDY AND DESIGN DEVELOPMENT

INTRODUCTION

Resolution No 2022-21 authorizing the approval of a not-to-exceed contract with SCS Engineers for \$169,816 to develop a Site Optimization Study and Design Development starting point for the Shoreview Environmental Center site and facilities to maximize its future operational efficiencies and customer experience.

The consultant team will provide the following services beginning in April 2022 through September 2022 to identify and capture all future operational needs for material and asset storage, programming, technology systems, parking, and waste / recycling operational spaces, office / conference, community environmental learning center. With extensive input from SBWMA Committee members, key operational contractors (Recology and South Bay recycling) and other stakeholders, these findings will be presented to the SBWMA's Board for acceptance in fall 2022. Including but not limited to:

- Maximizing site, buildings and asset storage layout and improve operational flow efficiencies,
- Address current and anticipated infrastructure gaps in mandated solid waste operational and material handling and processing programs,
- Be consistent with the SBWMA 2020 Long Range Plan mission statement, goals and guiding principles,
- Identify, assess, and recommend alternative power and fleet fueling opportunities, and provide planning-level recommendations for transition while maintaining current operations,
- Incorporate a planned Underground Fuel Storage Tank removal project (planned for FY2023/FY2024),
- Identify new material storage capabilities, including emergence storage needs.
- Assess Leadership in Energy and Environmental Design (LEED) sustainability principles,
- Reflect attractive, modern, and flexible interior design for a multi-generational workforce,
- Incorporate flexible collaborative workspaces and training labs for environmental learning groups interaction, training, and innovation development,
- Utilize modern smart building technologies and digital workplace design elements,
- Be consistent with the SEC's Operations Agreement,
- Assist with developing options to generate additional revenues, such as from a digital sign,
- Address existing and future needs for employee and fleet vehicle parking, and
- Consider possible recommendation for additional vacant site land use, if it becomes available for the project,
- Analyze comparison of costs for possible land acquisition and construction on a new site vs. the current site,
- Assess potential impacts to the site neighbors and the County of San Mateo's airport,
- Assess potential noise impact for neighboring locations in proximity,
- Assess current space needs while the future plan(s) are constructed. SBWMA is committed to flexibility in the design process to maximize the benefits to the community. SBWMA is prepared to consider participation in a partnership, including but not limited to the County of San Mateo in the use of the neighboring County owned vacant land.

BACKGROUND

The South Bayside Waste Management Authority (SBWMA or RethinkWaste) is a Joint Powers Authority of eleven public agencies (Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, the County of San Mateo, and the West Bay Sanitary District) in San Mateo County, California formed in 1982. The mission of RethinkWaste is to serve as solid waste industry leaders in public health, safety and environmental stewardship by providing our ratepayers with innovative cost-effective zero waste programs and Member Agency climate action plan alignment through education, engagement, infrastructure and policy development. To meet the goals of mandated laws, and environmental goals of the agency the Shoreway Environmental site in San Carlos, CA need to be optimized to bring site use to it's highest and best use. SBWMA is requiring the following professional services related to the preparation of a site optimization plan at its SEC.

Task 1:

Assessment:

- Project Kick-off meeting
- Operational review of the site and its pattern of operations.
- Two-day operational assessment with SBWMA's contract operators along with extensive interviews with the key operational employees.
- Establish a working group composed of RethinkWaste staff members and select stakeholders (to be identified by SBWMA) that will be actively involved in the process of reviewing the feasibility of upgrading the existing site and/or acquiring and developing new property.
- Interview the owner and operator and other key stakeholders and provide a worksheet that would identify the roles of each employee onsite and which facility would best suit their role based on the current operations.
- Develop a site audit with SBWMA's contractors to get their feedback on how they recommend site optimization could be improved and record their recommendations for SBWMA staff review along with our TEAM'S Assessment.
- Preliminary code research as well as a review of all the relevant regulations associated with environmental permitting in the project's local area.
- Basis of Design outlining the site and project features and compiling sufficient preliminary information to confidently move into the design phase, while setting the project budget and schedule within an accuracy of at least five percent (5%).

Deliverables:

Technical memo detailing the project goals and objectives, and the facility's needs, challenges, opportunities, and preferences.

Task 2:

Site Optimization and Selection:

- Development of specific recommendations for the site operations, and alternative approaches to the site optimization.
- Review of traffic circulation for safe and efficient movement of vehicles and personnel.
- Identify possible enhancements to organics processing opportunities.
- Consider electric vehicle infrastructure.
- Review fire prevention options.
- Consider opportunities to incorporate LEED components.

- Review opportunities to manage risk exposures and prevent property losses, business interruption, and injuries.
- Evaluate potential land use alternatives for re-imagining some of the elements that are currently taking place on the SEC property and identify potential alternative locations for some activities.
- Comparisons of the cost to acquire and develop a new site with a cost to correct deficiencies of the existing site.
- An analysis of any challenges presented by a new site due to the surrounding land uses or impacts to the surrounding community.
- Identifying any unique stakeholders or public agencies that would need to be added to our identified stakeholder group due to the location of the new potential site.
- As part of this Phase, we will seek to identify opportunities for SBWMA to create new revenue sources, including the installation of an electronic sign or other methods of advertisement on RethinkWaste facilities or property.

Deliverables:

Technical memorandum including the following:

- Land Use analysis for existing site and potential new site(s)
- Recommendation for the implementation of facilities, signage, or methods that may provide SBWMA with additional revenue.
- Conceptual Designs
- Alternative locations for select operations
- Planning level cost estimates
- Phasing plan for implementation

Task 3:

Design and Cost Estimation:

- Incorporate the findings from Phase I and Phase II
- Begin conceptual design with associated cost estimates.
- Develop options for each critical element of the project with associated cost estimates so SBWMA can make informed decisions.
- Identify any potential conflicts, challenges, and risks associated with the project and propose mitigations.
- Stakeholders meetings, presentations, workshops.

Deliverables:

Meetings

- Up to two focused stakeholder interviews.
- One study session with decision-makers.

Draft and Final Reports:

- Project report incorporating information gathered and presented in all of the Phases.
- Document opportunities and constraints for development at the existing site, and the alternative locations that have been identified and studied.
- Planning level cost-estimates for the site and development at alternative locations, as well as potential revenue sources.
- The Draft Report will be submitted to SBWMA staff for review and comments.
- Following incorporation of all comments, the SCS TEAM will prepare and submit the Final Report.

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and SBWMA so long as all Services are completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones No. of Days/Weeks	Completion from NTP
1. Task 1 Deliverable	30 days
2. Task 2 Deliverables	90 days
3. Task 3 Deliverables	120 days

COMPENSATION

The AUTHORITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of Services as outlined and budgeted below. The AUTHORITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Assessment)	\$28,670
Task 2 (Site Optimization & Selection)	\$80,541
Task 3 (Design & Cost Estimation)	\$45,167
	\$154,378
Contingency (10%) is \$169,816 (\$154,378 plus a \$15,438)	\$ 15,438
Maximum Total Compensation	\$169,816

**FEE PROPOSAL
SCS - SBWMA SITE OPTIMIZATION STUDY AND DESIGN DEVELOPMENT**

DESCRIPTION			Task 1	Task 2	Task 3	Project Total	
			Assessment	Site Optimization and Selection	Design and Cost Estimate		
Role	Name	Rate \$/Hour	Hours	Hours	Hours	Hours	Cost
SCS Engineers							
Project Director	Leonard	\$295	8	10	10	28	\$8,260
PM/QA-QC	Flanagan	\$285	20	40	30	90	\$25,650
Senior Engineer	Armentrout	\$275	0	30	10	40	\$11,000
Senior Engineer	Johnson	\$275	0	5	5	10	\$2,750
Michael Baker Int.							
Project Director	Porter	\$446	10	10		20	\$8,925
Revenue/Costs	Wong	\$207		20	16	36	\$7,447
Phasing Review	Corcoran	\$181		15	20	35	\$6,321
RRT							
Project Director	Egosi	\$315	17	25	4	46	\$14,490
PM/QA-QC	Matelvich	\$263	5	9	10	24	\$6,300
MRF	Jones	\$238	1	14	7	22	\$5,244
Organics	Cuita	\$194	1	14	7	22	\$4,274
Electric	Middleton	\$238	2	22	7	31	\$7,389
Design	Hayes	\$150	0	50	0	50	\$7,508
Cambridge							
Project Director	Eriks	\$184	10	10	8	28	\$5,145
Cost Estimator	Zelms	\$158	0	5	25	30	\$4,725
Design Manager	Williams	\$147	4	36	30	70	\$10,290
Design Manager	Brundige	\$147	0	24	4	28	\$4,116
Designer	Mayfield	\$105	0	5	12	17	\$1,785
Designer	Brady	\$89	0	8	20	28	\$2,499
Designer	Ganem	\$74	0	12	8	20	\$1,470
RRS							
Project Director	Timpane	\$226	8	8	0	16	\$3,612
Senior Consultant	Sullivan	\$168	5	5	0	10	\$1,680
Total Labor		--	91	377	233	701	\$150,878
Other Direct Costs (ODCs)			Units	Units	Units	Units	Cost
Trips/Travel		\$3,500.00	1	0	0	1	\$3,500
Total ODCs		--	\$3,500	\$0	\$0	--	\$3,500
Budget by Task			\$28,671	\$80,541	\$45,167		\$154,378
TOTAL BUDGET							\$154,378

SCS ENGINEERS

EXHIBIT B

SAMPLE INVOICE

INVOICE

Your Company Name
Address
City State Zip
Phone Number

Date:
Project Number:
Invoice Number:

RethinkWaste
Attn: **Project Manager**
610 Elm Street, Suite 202
San Carlos, CA 94070

SBWMA Project: **Project Title**
Invoice for Professional Services from 1/1/21 to 1/31/21

TASK 1 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	1.5	\$200.00	\$300.00
Jane Smith	1.0	\$100.00	\$100.00
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

TOTAL THIS TASK: \$600.00

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

Total Contract Amount		\$10,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$10,000.00
This Invoice	10%	\$1,000.00
Contract Balance	90%	\$9,000.00

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2023 03/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Steadfast Insurance Company	26387
	INSURER B : Zurich American Insurance Company	16535
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES SCSEN01 CERTIFICATE NUMBER: 18259449 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO 0112778-07	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP 0112780-07	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0112779-07	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Env Prof (E&O)- Prof Liab - Claims Made	N	N	PEC 0112862-06	03/31/2022	03/31/2023	Per Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SCS Job No: 01215095.01, Job Description: SW Permitting and CEQA Services. South Bayside Waste Management Authority, its officers, boards, employees and agents are included as Additional Insured with respect to the General Liability and Automobile Liability Policies and the General Liability policy evidenced herein is primary and non-contributory to other insurance available, as required by written contract, but limited to the operations of the Insured under said contract. General Liability includes Severability of Interest/Cross Liability.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18259449 South Bayside Waste Management Authority Attn: Mr. Hilary Gans 610 Elm Street, Suite 202 San Carlos, CA 94070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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South Bayside Waste Management Authority
Attn: Mr. Hilary Gans

610 Elm Street, Suite 202

San Carlos,, CA 94070

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18259449**

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017

Attachment Code : D568466 Certificate ID : 18259449

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0112778-07

Effective Date: 03/31/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: BAP 0112780-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Attachment Code : D603918 Certificate ID : 18259449

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Matt Southworth, Senior Facility Engineer
Date: April 28, 2022 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Enter into Contracts for MRF Wall Repair on an Emergency Basis for an Amount Not-to-Exceed \$375,000 without Further Competitive Bidding

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No 2022-22, attached hereto, authorizing the Executive Director to execute contracts in an amount not-to-exceed \$375,000 for emergency repair work to the MRF push wall without further competitive bidding.

Summary

In January 2022 staff advised the Board that the easternmost MRF wall was in need of immediate repair to address and correct conditions which led to a Notice of Violation (NOV) being issued by the County Local Enforcement Agency (LEA). The Board was advised that an expeditious repair was required to avoid the possible revocation of the Agency's CalRecycle-issued permit to operate the MRF. Agency staff have engaged in ongoing communications and updates with LEA staff since the NOV was issued, and LEA staff has expressed general support for the proposed process for repair as outlined below.

As a first step, in the Spring 2021 Staff engaged Decker Civil Engineering (San Jose) to design and provide construction documents to resolve the structural issues causing this structural failure. These documents were completed during the summer 2021 to be an essential scope of work component of the anticipated Request for Bids (RFB) process to be executed in in the fall.

As noted for the Board in the January 2022 agenda report, emergency authorization for the repair is required because no bids were received in response to the September 2021 RFB issued by SBWMA to repair the damaged MRF wall. Since that time and to date, staff has attempted to obtain quotes directly from contractors for this work without success. Potential contractors noted that the requirement be performed over a number of successive weekends (6-7 weekends) made the work unattractive to them. Due to this lack of interest on the part of contractors, staff recommended in January 2022 that staff take on some of the tasks of a general contractor and obtain off-site assembly of prefabricated metal units to strengthen the wall to minimize on-site installation time for an installation contractor. This approach had the added benefit of reducing fire risk by eliminating on-site welding. At the January 2022 Board meeting staff requested, and the Board authorized, the Executive Director to enter into emergency repair contracts in an amount not to exceed \$250,000, without further competitive bidding in order to have this project completed expeditiously. In pursuing these contracts, staff has since determined that

additional funds will be needed to complete this work. Staff now requests that the Board approve additional contract authority for the Executive Director so that his total emergency contracting authority for this project is an amount not-to-exceed \$375,000.

The SBWMA's Purchasing Policy provides that the Executive Director shall submit a report to the Board at each Board meeting detailing emergency repair work; accordingly, along with seeking additional funding, this report will provide an update on the status of the authorized repair work.

Analysis

As indicated in the January 2022 staff report, no bids were received on this project in September because steel fabricators currently have months-long backlogs and the fabrication/installation contractors are not interested in work outside of normal weekday hours. In addition, there is a lack of interest in taking on the labor and materials integration task of a general contractor. These two impediments continue and so a new cycle of bidding would, in staff's opinion, be fruitless and the project would not meet the time frames identified by the LEA and CalRecycle.

Since receiving emergency repair authorization from the Board in January, staff has been in contact with several contractors and has identified a contractor who is able to (off-site) pre-fabricate the necessary metal structures that will be placed in the wall. Once that fabrication work is complete, the installation and completion work needed to be done on-site should be able to be performed over two weekends rather than the original 6 or 7 weekends originally anticipated. Staff has also identified a second (installation) contractor willing and able to perform this work within these scheduling parameters. The cost of this work will be higher than originally anticipated, so staff now seeks an increase to the emergency repair budget of \$125,000, for a total not-to-exceed contract value of \$375,000.

Staff believes this amount is necessary to have the repair completed in a satisfactory and timely manner due to current market conditions. There is no time to re-bid the project or wait for different market conditions, the work must be done to comply with CalRecycle regulations. Failure to do so could result in revocation of the facility's permit.

Fiscal Impacts:

Although the final financial cost to complete these repairs is unknown, \$200,000 was designated for this work in the adopted FY2022 Capital Expenditure Plan (see Line item 8 on 2022 Capital Budget worksheet). Staff has identified several other 2022 Capital Budget line items to be redirected to fund the remaining necessary repairs to complete this work (\$175,000 from CIP line item 9 (PRC Document Shredder). This project will be deferred to the future). As a result, there will be no FY2022 budget variance.

Attachments:

Resolution 2022-22



RESOLUTION NO. 2022-22

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS GRANTING AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR MRF WALL REPAIR ON AN EMERGENCY BASIS FOR AN AMOUNT NOT-TO-EXCEED \$375,000 WITHOUT FURTHER COMPETITIVE BIDDING

WHEREAS, wall in the MRF have been seriously damaged and requires repair and improvement to avoid reoccurrence; and

WHEREAS, the damaged walls and the conditions created by that damage have resulted in the County Local Enforcement Agency issuing a Notice of Violation and a demand for an immediate repair of the walls; and

WHEREAS, SBWMA issued a Notice Inviting Bids in September 2021 for this repair and no bids were received; and

WHEREAS, the County Local Enforcement Agency has indicated that if repairs are not immediately made, it will notify CalRecycle that the Authority's operations are occurring in violation of CalRecycle regulations which may jeopardize our facilities operating permit status. Without a proper operating permit, our MRF facility will not be authorized to operate; and

WHEREAS, the Board in January 2022 authorized emergency contracting authority for the Executive Director in an amount not to exceed \$250,000 based on information provided by staff that further bidding would result in additional delays and potential action by CalRecycle; and

WHEREAS, the staff has now determined and the Board finds that, due to material shortages and extraordinary market considerations relating to qualified contractors, additional emergency contracting authority of an amount not-to-exceed \$125,000 is needed in order to insure that these repairs can be completed expeditiously in order to address an immediate threat to health and safety.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to enter into contracts for emergency MRF wall repairs in a total amount not to exceed \$375,000 and requires that the Executive Director make reports to the Board at each succeeding Board meeting regarding this repair project.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of April, 2022, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2022-22 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 28, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Senior Operations and Engineering Manager
Joanne Nghiem, Senior Management Analyst
Date: April 28, 2022 Board of Directors Meeting
Subject: Resolution Approving Release of Bid Documents for Shoreway Truck Maintenance Building Roof Replacement

Recommendation

Staff recommends that the Board of Directors approve Resolution No. 2022-25 attached hereto authorizing the following action:

Issuance of a Request for Bids for the replacement of the Shoreway Truck Maintenance Building roof.

Background

The Truck Maintenance Building was originally built in the 1980s and is a 20,000 square foot multi-purpose metal building that is currently used by Recology for truck repair operations, parts storage and maintenance office area, driver dispatch offices, and collection driver common area. The roof is original to the building and is approximately 40 years old. Leaks and repairs to the roof have become a regular occurrence (there was damage to the dispatch offices in the winter of 2021 that entailed over \$30,000 in roof repairs and water damage repairs to the office areas). The 24,200 square foot roof (220' X 110') is corrugated metal that matches the rest of the metal building exterior with sky-lights and gutters.

Analysis

Staff has collected cost information and estimates that it will cost \$250,000 - \$350,000 to replace the building roof (this dollar range includes estimated prevailing wage costs, materials costs increase and taxes). Per the recently amended purchasing policy via passed resolution on February 24, 2022, the Board of Directors shall authorize issuance of notices inviting formal bids for public projects of an estimated value above \$200,000.

Timing is critically important and the goal is to complete the work over the summer before the start of the rainy season. In order to accomplish this, a signed contract with the lowest responsive and responsible bidder will be presented to the SBWMA Board Members at the June 2022 Board of Directors Meeting for approval and contract execution. A project schedule is presented in **Table 1** on the next page. Using this projected timeline, the award and completion of this work would be expected before the wet weather hits our region in the late fall.

Fiscal Impact

Depending on the cost of the project, the agency will fund the project by moving funds from other capital projects that will not be completed in 2022 (i.e., \$200,000 MRF fire suppression system) or a new capital line item will be added onto the Mid-Year budget update.

Table 1. Truck Maintenance Building Re-roofing Project Schedule

Task Name	Duration (days)	Start	Finish
Staff Report for June BODM for Bid Approval	0	4/21/2022	4/21/2022
Prepare Bid Package	0	4/25/2022	4/25/2022
Legal Review of Bid Package Documents	4	4/25/2022	4/29/2022
Bid Issued	14	5/6/2022	5/20/2022
Notice Inviting Formal Bids	0	4/22/2022	4/22/2022
Mandatory Site Walk	0	5/5/2022	5/5/2022
Bid Questions Submission	0	5/11/2022	5/11/2022
Bid Questions Responses	0	5/16/2022	5/16/2022
Proposals Evaluation & Selection	6	5/23/2022	5/29/2022
Notice of Award	10	5/30/2022	6/9/2022
Finalize Staff Report & Contract (signed by Awardee)	10	5/30/2022	6/9/2022
Staff Report to ED for Review	0	6/9/2022	6/9/2022
Board Packet Release	0	6/16/2022	6/16/2022
Board Meeting	0	6/23/2022	6/23/2022

Attachments:

Resolution 2022-25



RESOLUTION NO. 2022-25

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING RELEASE OF BID DOCUMENTS FOR SHOREWAY TRUCK MAINTENANCE BUILDING ROOF REPLACEMENT

WHEREAS, the SBWMA owns the Shoreway Environmental Center and is responsible for maintaining the building and site in good working order and in compliance with regulations; and

WHEREAS, the Shoreway Truck Maintenance Building needs the original roof replaced with a new roof; and

WHEREAS, specifications for the Shoreway Truck Maintenance Building roof replacement have been prepared by staff and are ready for bid process; and

WHEREAS, the estimated value of the project exceeds \$200,000.

NOW, THEREFORE BE IT RESOLVED, that the South Bayside Waste Management Authority hereby approves the issuance of a Request for Bids for replacement of the Shoreway Truck Maintenance Building roof.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of April 2022, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2022-25 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 28, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board