

AGENDA Regular Meeting

BOARD OF DIRECTORS

May 19, 2016, 6:00 p.m.

Gonzales City Council Chambers 117 Fourth Street, Gonzales, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Fernando L. Armenta

County: Simon Salinas, **Vice President**Salinas: Gloria De La Rosa

Salinas: Jyl Lutes, **President**Salinas: Tony R. Barrera
Gonzales: Elizabeth Silva

Soledad: Richard J. Perez, Alternate Vice President

Greenfield: Avelina T. Torres King City: Robert S. Cullen

Alternate Directors

County: John M. Phillips Salinas: Joseph D. Gunter

Gonzales: Scott Funk

Soledad: Christopher K. Bourke Greenfield: Raul C. Rodriguez King City: Darlene Acosta

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

CONSENT AGENDA:

All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, a citizen, or a staff member requests discussion or a separate vote.

- 1. Minutes of April 21, 2016, Special Meeting
- 2. March 2016 Claims and Financial Reports
- 3. April 2016 Member and Interagency Activities Report and Upcoming Events
- 4. 2013-16 Strategic Plan Goals and Six-Month Objectives Update
- 5. Monterey Bay Community Power Project Update
- **6.** March 2016 Quarterly Tonnage and Diversion Report
- 7. <u>A Resolution Approving a Two-Year Professional Services Agreement with AdManor, Inc.</u> for Marketing Services in an Amount Not to Exceed \$100,000 per year
- 8. <u>A Resolution Approving Amendment No 1 Authorizing a Two-Year Extension to the Professional Services Agreement with ECS Refining for the Hauling and Recycling of Electronic Waste</u>
- **9.** <u>A Resolution Approving a Professional Service Agreement with Rock Steady Juggling for the School Assembly Program in an Amount Not to Exceed \$50,000</u>
- 10. <u>A Resolution Approving Amendment No. 1 to the Professional Service Agreement for Engineering Services for the Johnson Canyon Landfill Gas Flare Recognizing Acquisition of GC Environmental, Inc. by ES Engineering Services, LLC, and Approving Additional Services</u>

- for Landfill Gas Flare Interconnect and Control System Installation in an Amount Not to Exceed \$112,286.14
- 11. Accept Bid Results for the Johnson Canyon Landfill Concrete Pad Modification and Installation Project
- **12.** A Resolution Awarding the Purchase of A New 2017 Walking Floor Transfer Trailer to Western Trailers for an Amount of \$87,800.00
- 13. A Resolution Awarding the Purchase of one Used Caterpillar 938K Loader to Quinn Company for an Amount of \$183,113.35
- 14. A Resolution Awarding the Purchase of one New 2017 Freightliner 122SD Coronado Tractor Truck for the Jolon Road Transfer Station Operations to Golden Gate Truck Center for an Amount of \$126,284.44
- 15. Long Term Facility Needs Design and Environmental Review Update
- **16.** A Resolution Ratifying the Approval of the Operating Budget and Capital Improvement Projects Budget and Consolidating all Mid-Year Budget Adjustments for Fiscal Year 2015-16

PRESENTATION

17. SALINAS VALLEY RECYCLES MARKETING REPORT

- A. Receive Report Mandy Brooks, Recycling Coordinator and Sandi Manor, Consultant
- B. Public Comment
- C. Board Discussion
- D. Recommended Action None; Informational Only

18. EMPLOYEE MENTOR/MENTEE PROGRAM

- A. Receive Report Rose Gill, Human Resources/Organizational Development Manager
- B. Public Comment
- C. Board Discussion
- D. Recommended Action None; Informational Only

19. EMPLOYEE JOB SHADOWING PROGRAM

- A. Receive Report from Rose Gill, Human Resources/Organizational Development Manager
- B. Public Comment
- C. Board Discussion
- D. Recommended Action None; Informational Only

FUTURE AGENDA ITEMS

20. AGENDA ITEMS - VIEW AHEAD SCHEDULE

ADJOURNMENT

This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, and on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, Friday, May 13, 2016. The Salinas Valley Solid Waste Authority Board will next meet in regular session on Thursday, June 16, 2016. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinasvalleyrecycles.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad ▶ City Halls of Salinas, Gonzales, Greenfield, King City & Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Elia Zavala, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. Se proporcionará interpretación a Español.

DRAFT MINUTES OF THE SALINAS VALLEY SOLID WASTE AUTHORITY BOARD MEETING APRIL 21, 2016

CALL TO ORDER

President Lutes called the meeting to order at 6:00 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey Fernando Armenta

County of Monterey Simon Salinas, Vice President

City of Salinas Gloria De La Rosa
City of Salinas Jyl Lutes, *President*

City of Salinas Tony Barrera
City of Gonzales Elizabeth Silva

City of Soledad Richard Perez, Alt. Vice President

City of Greenfield Avelina Torres
City of King Robert Cullen

ITEM NO. 1

Agenda Item

General Manager/CAO

T. Bruen by ez

General Counsel Approval

Staff Members Present:

Patrick Mathews, General Manager/CAO Cesar Zuniga Susan Warner, Asst. GM/Diversion Manager Elia Zavala, C

Ray Hendricks, Finance Manager

Rose Gill, HR/Organizational Dev. Manager

Brian Kennedy, Engineering &

Environmental Compliance Manager

Cesar Zuniga, Operations Manager Elia Zavala, Clerk of the Board

Mandy Brooks, Recycling Coordinator

Thomas Bruen, General Counsel

MEETING ANNOUNCEMENTS

(6:00) President Lutes announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:01) General Manager/CAO Mathews referred to two articles provided:

- The Pew Charitable Trusts The Money in Recycling Has Vanished; What Do States, Cities Do Now? (3/29/16)
- Renewable Energy World.com A Different Way to Look at Waste: Creating a Source for Renewable Products (4/13/16)

DEPARTMENT MANAGER COMMENTS

(6:03) Assistant General Manager Warner commented on the Free Tire Recycling collection events happening on May 16-28, 2016 at each of the facilities.

BOARD DIRECTORS COMMENTS

(6:03) Director Barrera commended the employees at the Sun Street Transfer Station for the pleasant experience and help they provide to customers. Director Silva announced that the exit on Alta Road to Highway 101 will be closed after 8pm due to construction.

PUBLIC COMMENT

(6:05) None

New Employee Introductions

(6:05) General Manager Mathews introduced Brian Kennedy, the new Engineering and Environmental Compliance Manager. Mr. Kennedy addressed the Board and relayed the warm welcome from staff.

CONSENT AGENDA (6:07)

- 1. Minutes of March 17, 2016, Special Meeting
- 2. February 2016 Claims and Financial Reports
- 3. April 2016 Member and Interagency Activities Report and Upcoming Events
- 4. 2013-16 Strategic Plan Goals and Six-Month Objectives Update
- 5. March 2016 Quarterly Investments Report
- **6.** March 2016 Quarterly Customer Service Survey
- 7. Resolution No. 2016-11 Approving a Professional Services Agreement with TWDC Industries, Inc. dba Vision Recycling for Green and Wood Waste Processing at the Johnson Canyon Landfill and Sun Street Transfer Station
- 8. Resolution No. 2016-12 Rejecting All Bids Received for the Johnson Canyon Landfill Concrete Leachate Tank Pad
- 9. Report on Landfill Gas Flare Stations Replacement/Repair Plan

Public Comment: None Board Comments: None

Motion: Vice President Salinas made a motion to approve the consent

agenda. Director Silva seconded the motion.

Votes: Motion carried 8, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Salinas, Silva

Noes: None Abstain: None Absent: Torres

PRESENTATION

10. RECOGNITION OF EARTH DAY

(6:07) Recycling Coordinator Brooks presented a recognition to Estela Gutierrez, Salinas Valley Recycles' Resource Recover Technician for her commitment and actions towards the Agency's mission and vision, which include the start and continuance of the annual Natividad Creek clean up events.

Public Comment: None

Board Comments: The Board commended Ms. Gutierrez for her work and dedication. Ms.

Gutierrez briefly addressed the Board and spoke about the need to continue looking into waste reduction program such as the Clean Fiber

and Organics Recovery System.

11. MONTEREY BAY COMMUNITY POWER - COMMUNITY CHOICE AGGREGATION ENERGY PROJECT (6:21) Gine Johnson, with Monterey Bay Community Power, reported the positive results of the feasibility study and spoke about the viability of a local agency that would provide customers options to purchase renewable energy at a comparable price to the current Pacific Gas and Electric rates. She commented on the benefits of such an entity.

Public Comment: None

Board Comments: The Board discussed the membership process and had questions on the

governance structure of the potential new agency. The Board and their

executive managers were encouraged to attend the community

workshops being scheduled in the three counties involved, Santa Cruz, San Benito, and Monterey.

CONSIDERATION

12. RESOLUTION NO. 2016-13 APPROVING AUTHORITY STAFF TO PROVIDE OPERATIONS AND DIVERSION SERVICES AT THE JOLON ROAD TRANSFER STATION AND APPROVING THE REVISED PERSONNEL ALLOCATION EFFECTIVE SEPTEMBER 1, 2016

(6:57) Operations Manager Zuñiga provided a report outlining the cost savings and the process for the Agency to provide the services at Jolon Road, which are currently provided by Waste Management under contract.

Public Comment: None

Board Comments: The Board discussed the process and expressed support.

Motion: Director Cullen made a motion to adopt Resolution No. 2016-13.

Alternate Vice President Perez seconded the motion. The motion

passed.

Votes: Motion carried 8, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Salinas, Silva

Noes: None Abstain: None Absent: Torres

13. COLLABORATIVE DISCUSSIONS BETWEEN SALINAS VALLEY RECYCLES AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

(7:06) General Manager/CAO Mathews discussed the letter that was submitted to the District, in response to Board comments at the March meeting, with a list of questions regarding due-diligence issues related to the ongoing Long Term Facility Needs Study. Updates will be provided and scheduled for further discussion once responses are received.

Public Comment: None

Board Comments: The Board commented that it would wait to get a response.

FUTURE AGENDA ITEMS

14. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(7:11) The Board reviewed the future agenda items. General Manager/CAO Mathews announced that he will not be at the May Board meeting due to his son's graduation. Assistant General Manager Warner will attend is his absence.

<u>ADJOURN</u>

(7:12) President Lutes adjourned	I the meeting.
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	APPROVED:		
		Jyl Lutes, President	
Attest:			
Elia Zavala, Clerk of the Board			



Date: May 19, 2016

From: Ray Hendricks, Finance Manager

Title: March 2016 Claims and Financial Reports

ITEM NO. 2

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

RECOMMENDATION

Staff recommends acceptance of the March 2016 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of March for a summary of the Authority's financial position as of March 31, 2016. Following are highlights of the Authority's financial activity for the month of March.

Results of Operations (Consolidated Statement of Revenues and Expenditures)
For the month of March 2016, FY 2015-16 operating revenues exceeded expenditures by \$502,895. Year to Date operating revenues exceeded expenditures by \$2,309,472.

Revenues (Consolidated Statement of Revenues and Expenditures)

After nine months of the fiscal year (75% of the fiscal year), revenues total \$13,341,068 or 80.1% of the total annual revenues forecast of \$16,657,600. March Tipping Fees totaled \$1,036,152 and for the year to date totaled \$8,908,500 or 80.6% of the forecasted total of \$11,055,800.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures) As of March 31 (75% of the fiscal year), year-to-date operating expenditures total \$11,031,596. This is 69.7% of the operating budget of \$15,822,599.

<u>Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)</u>
For the month of March 2016, grant and capital project expenditures totaled \$195,702.
The JCLF flare station improvements account for \$81,971 of the total and the purchase of the walking floor trailer for SSTS accounts for \$78,601 of the total.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of March 2016 is attached for review and acceptance. March disbursements total \$1,158,832.85 of which \$394,239.58 was paid from the payroll checking account for payroll and payroll related benefits.

Following is a list of vendors paid more than \$50,000 during the month of March 2016.

Vendor	DESCRIPTION	Amount
PERENNIAL ENERGY LLC	JC LFG FLARE SYSTEM	74,456.39
VISION RECYCLING INC	01/2016 C&D GRINDING GREENWASTE CONTAMINATION GREENWASTE PROCESSING	15,707.80 625.00 117,694.67
WASTE MANAGEMENT INC	02/2016 MLTS TRANSFERS 02/2016 JRTS OPERATIONS	12,854.48 60,233.16
WESTERN TRAILER CO	2016 WESTERN TRAILER WALKING FLOOR	78,601.00

Cash Balances

The Authority's cash position increased \$179,981 during March to \$16,413,398. Most of the cash balance is restricted, committed, or assigned as shown below:

Restricted by Legal Agreements:		
	Johnson Canyon Closure Fund	\$ 3,453,580.84
	State & Federal Grants	27,769.41
	BNY - Bond 2014A Payment	-
	BNY - Bond 2014B Payment	-
	BNY - Sub Pmt Cap One 2014 Eq Lease	-
Funds Held in Trust:		
	Central Coast Media Recycling Coalition	94,354.05
	Employee Unreimbursed Medical Claims	5,139.44
Committed by Board Policy:		
	Expansion Fund (South Valley Revenues)	8,079,856.47
	Designated for Capital Projects Reserve	763,581.08
	Designated for Operating Reserve	254,527.02
	Designated for Environmental Impairment Reserve	254,527.02
	Salinas Rate Stabilization Fund	28,907.77
Assigned by Budget		
	Assigned for Capital Projects	2,172,466.08
	Assigned for OPEB	179,500.00
Available for Operations		1,099,188.57
	Total	\$ 16,413,397.75

ATTACHMENTS

- 1. March 2016 Consolidated Statement of Revenues and Expenditures
- 2. March 2016 Consolidated Grant and CIP Expenditures Report
- 3. March 2016 Checks Issued Report



Consolidated Statement of Revenues and Expenditure For Period Ending March 31, 2016

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Revenue Summary							
Tipping Fees - Solid Waste	11,055,800	1,036,152	8,908,500	80.6 %	2,147,300	0	2,147,300
Tipping Fees - Surcharge	1,560,600	133,596	1,145,498	73.4 %	415,102	0	415,102
Tipping Fees - Diverted Materials	1,189,400	168,683	1,254,124	105.4 %	(64,724)	0	(64,724)
AB939 Service Fee	2,166,100	180,508	1,624,572	75.0 %	541,528	0	541,528
Charges for Services	124,500	0	70,460	56.6 %	54,040	0	54,040
Sales of Materials	309,500	11,914	162,632	52.5 %	146,868	0	146,868
Gas Royalties	220,000	0	132,753	60.3 %	87,247	0	87,247
Investment Earnings	31,700	683	29,825	94.1 %	1,875	0	1,875
Grants/Contributions	0	0	0	0.0 %	0	0	0
Other Non-Operating Revenue	0	2,442	12,704	0.0 %	(12,704)	0	(12,704)
Total Revenue	16,657,600	1,533,979	13,341,068	80.1 %	3,316,532	0	3,316,532
Expense Summary							
Executive Administration	424,450	28,011	225,397	53.1 %	199,053	606	198,447
Administrative Support	485,950	39,603	315,779	65.0 %	170,171	26,901	143,270
Human Resources Administration	360,900	24,114	251,343	69.6 %	109,557	4,189	105,368
Clerk of the Board	178,300	14,215	113,644	63.7 %	64,656	3,173	61,482
Finance Administration	572,320	34,993	369,856	64.6 %	202,464	3,803	198,660
Operations Administration	376,700	41,306	260,284	69.1 %	116,416	9,274	107,142
Resource Recovery	747,650	48,148	451,245	60.4 %	296,405	11,266	285,139
Marketing	75,000	8,845	50,629	67.5 %	24,371	23,601	770
Public Education	188,500	18,311	80,397	42.7 %	108,103	19,626	88,477
Household Hazardous Waste	713,300	60,627	432,893	60.7 %	280,407	13,882	266,524
C & D Diversion	160,000	15,708	131,405	82.1 %	28,595	0	28,595
Organics Diversion	642,100	117,695	362,501	56.5 %	279,599	223,598	56,001
Diversion Services	23,250	2,625	17,911	77.0 %	5,339	4,175	1,164

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Consolidated Statement of Revenues and Expenditure For Period Ending March 31, 2016

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Scalehouse Operations	416,950	25,249	287,268	68.9 %	129,682	2,306	127,376
JR Transfer Station	755,600	73,088	533,179	70.6 %	222,421	0	222,421
ML Transfer Station	166,500	0	106,847	64.2 %	59,653	3,248	56,405
SS Disposal Operations	852,280	93,185	620,646	72.8 %	231,634	23,270	208,364
SS Transfer Operations	1,050,400	84,652	774,500	73.7 %	275,900	3,204	272,696
SS Recycling Operations	325,000	25,781	198,258	61.0 %	126,742	1,572	125,169
JC Landfill Operations	2,423,450	148,437	1,430,904	59.0 %	992,546	82,775	909,770
JC Recycling Operations	260,950	21,108	135,674	52.0 %	125,276	31	125,245
Crazy Horse Postclosure Maintenance	660,200	24,746	324,854	49.2 %	335,346	53,822	281,524
Lewis Road Postclosure Maintenance	236,500	5,491	117,286	49.6 %	119,214	20,665	98,549
Johnson Canyon ECS	324,100	23,698	182,302	56.2 %	141,798	44,257	97,540
Jolon Road Postclosure Maintenance	190,350	2,266	124,385	65.3 %	65,965	3,180	62,785
Sun Street ECS	153,600	15,613	109,981	71.6 %	43,619	305	43,314
Debt Service - Interest	1,686,000	0	1,700,833	100.9 %	(14,833)	0	(14,833)
Debt Service - Principal	1,183,099	0	1,168,188	98.7 %	14,911	0	14,911
Closure Set-Aside	189,200	33,569	153,205	81.0 %	35,995	0	35,995
Total Expense	15,822,599	1,031,084	11,031,596	69.7 %	4,791,003	582,730	4,208,273
Revenue Over/(Under) Expenses	835,001	502,895	2,309,472	276.6 %	(1,474,471)	(582,730)	(891,740)

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Consolidated Grant and CIP Expenditure Report For Period Ending March 31, 2016

SOUD WASTE AUTHORITY	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 180 - Expansion Fund							
180 9023 Salinas Area MRC	21,415	10,168	26,775	125.0 %	(5,360)	5,915	(11,275)
180 9024 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
180 9804 Long Range Facility Needs EIR	543,488	8,787	10,598	1.9 %	532,890	540,626	(7,736)
180 9805 Harrison Road	80,000	0	78,750	98.4 %	1,250	0	1,250
Total Fund 180 - Expansion Fund	744,903	18,955	116,123	15.6 %	628,780	546,541	82,239
Fund 211 - State Grants							
211 2610 Tire Amnesty Grant	25,669	0	3,250	12.7 %	22,418	2,300	20,118
211 2620 Cal Recycle - CCPP	96,433	4,890	37,022	38.4 %	59,411	849	58,562
211 9206 HHW HD25-15-0003	95,523	4,771	69,455	72.7 %	26,068	188	25,881
211 9208 Tire Amnesty 2015-16	52,535	0	12,950	24.7 %	39,585	18,900	20,685
211 9248 Cal Recycle - 2014-15 CCPP	62,809	550	2,750	4.4 %	60,059	3,850	56,209
Total Fund 211 - State Grants	332,969	10,211	125,427	37.7 %	207,542	26,087	181,455
Fund 216 - Reimbursement Fund							
216 9802 Autoclave Demonstration Unit	143,101	0	654	0.5 %	142,447	0	142,447
216 9804 Long Range Facility Needs EIR	267,688	4,069	4,069	1.5 %	263,619	263,619	0
Total Fund 216 - Reimbursement Fund	410,789	4,069	4,723	1.1 %	406,065	263,619	142,447
Fund 221 - USDA Grant							
221 9003 USDA Autoclave Studies	6,370	0	6,370	100.0 %	0	0	0
Total Fund 221 - USDA Grant	6,370	0	6,370	100.0 %	0	0	0
Fund 800 - Capital Improvement Projects Func							
800 9010 JC Roadway Improvements	1,854,726	0	789	0.0 %	1,853,937	0	1,853,937
800 9102 Segunda Vida (Second Life) Start Up	6,989	0	5,842	83.6 %	1,147	390	758
800 9103 Closed Landfill Revenue Study	32,222	453	453	1.4 %	31,769	0	31,769
800 9254 JC Leachate Handling Sys	73,000	1,441	1,441	2.0 %	71,559	0	71,559
800 9316 CH Corrective Action Program	50,000	0	0	0.0 %	50,000	0	50,000

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Consolidated Grant and CIP Expenditure Report For Period Ending March 31, 2016

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9501 JC LFG System Improvements	120	0	120	100.0 %	0	0	0
800 9502 JC Flare Station Improvements	508,730	81,971	175,366	34.5 %	333,364	151,208	182,156
800 9504 JC Module 456B Liner Improvements	10,181	0	8,009	78.7 %	2,173	0	2,173
800 9506 JC Litter Control Barrier	0	0	0	0.0 %	0	0	0
800 9526 JC Equipment Replacement	30,900	0	0	0.0 %	30,900	0	30,900
800 9701 SSTS Equipment Replacement	213,888	78,601	212,628	99.4 %	1,260	0	1,260
800 9702 SSTS NPDES Improvements	12,062	0	0	0.0 %	12,062	0	12,062
Total Fund 800 - Capital Improvement Projects	2,792,819	162,466	404,648	14.5 %	2,388,171	151,598	2,236,573
Total CIP Expenditures	4,287,848	195,702	657,290	15.3 %	3,630,558	987,844	2,642,714

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Check #		Check Date	Amount	Check Total
15900	ADMANOR, INC BRANDING MARKETING CAMPAIGN RECYCLING EDUCATION OUTREACH CCRMC MARKETING	3/9/2016	6,319.63 9,748.67 7,940.00	
15901	AECOM TECHNICAL SERVICES, INC. PROJECT DESIGN AND CEQA SERVICES	3/9/2016	12,331.75	24,008.30
15902	ALEXANDRA BRISTOW	3/9/2016		12,331.75
45000	RECYCLERAMA PERFORMANCES	0/0/0040	547.17	547.17
15903	ALISDAIR MCLEAN TRAVEL EXPENSE REIMBURSEMENT	3/9/2016	1,186.87	1,186.87
15904	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL & HAULING SERVICES	3/9/2016	55.00	
15905	AT&T SERVICES INC ADMIN TELEPHONE SERVICE MONTHLY	3/9/2016	321.62	55.00
15906	BC LABORATORIES, INC CH STORMWATER TESTING	3/9/2016	9,212.00	321.62
15907	BRANDY ELLEN ACEVEDO RECYCLERAMA PERFORMANCES AND PRODUCTION	3/9/2016	1,985.87	9,212.00
15908	BRENDON OSMER	3/9/2016	440.00	1,985.87
15909	JCLF EQUIPMENT MAINTENANCE CALIFORNIA HIGHWAY ADOPTION CO.	3/9/2016		440.00
45040	LITTER ABATEMENT SERVICES	0/0/0040	550.00	550.00
15910	CALIFORNIA RESOURCE RECOVERY ASSOCIATION CRRA ANNUAL SPONSORSHIP	3/9/2016	2,500.00	2,500.00
15911	CALIFORNIA WATER SERVICE SS TS MONTHLY WATER SERVICE	3/9/2016	55.38	55.38
15912	CARDLOCK FUELS SYSTEM, INC. JCLF EQUIPMENT FUEL	3/9/2016	9,127.10	
15913	CESAR ZUÑIGA TUITION REIMBURSEMENT	3/9/2016	1,250.00	9,127.10
15914	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS EQUIPMENT MAINTENANCE	3/9/2016	15.72	1,250.00
15915	CSC OF SALINAS/YUMA	3/9/2016		15.72
15916	SSTS & JCLF EQUIPMENT MAINTENANCE EAGLE STAR SECURITY	3/9/2016	337.19	337.19
15917	FACILITY SECURITY SERVICES ERNEST BELL D. JR	3/9/2016	1,482.00	1,482.00
	JANUARY JANITORIAL SERVICES		1,100.00	1,100.00
15917	ERNEST BELL D. JR JANUARY JANITORIAL SERVICES	3/9/2016	400.00	400.00
15917	ERNEST BELL D. JR JANUARY JANITORIAL SERVICES	3/9/2016	600.00	600.00
				000.00

heck #		Check Date	Amount	Check Tota
15918	FULL STEAM STAFFING LLC SSTS & JCLF TEMP LABOR	3/9/2016	6,320.94	
15919	GERALD A. GRAEBE AND ASSOCIATES INC JCLF ENGINEERING CONSULTING SERVICES	3/9/2016	378.00	6,320.9
15920	GOLDEN STATE TRUCK & TRAILER REPAIR JC & SS EQUIPMENT MAINTENANCE	3/9/2016	14,218.31	378.0
15921	**VOID**	3/9/2016	_	14,218.3
15922	**VOID**	3/9/2016	-	-
15923	GRAINGER JCLF FACILITY SMALL TOOLS	3/9/2016	798.42	-
15924	GREEN RUBBER - KENNEDY AG, LP CHLF SITE MAINTENANCE	3/9/2016	16.19	798.4
15925	GREEN VALLEY INDUSTRIAL SUPPLY, INC JCLF FACILITY MAINTENANCE SSTS EQUIPMENT MAINTENANCE	3/9/2016	29.45 103.75	16. ⁻
15926	GREENWASTE RECOVERY INC. CARPET RECYCLING	3/9/2016	750.25	133.:
15927	GUERITO SITES PORTABLE TOILET SERVICES	3/9/2016	2,056.00	750.
15928	IVY CONTRERAS RECYCLERAMA PERFORMANCES AND PRODUCTION	3/9/2016	1,659.78	2,056.
15929	JOCELIN SNOW HHW BOX TRUCK WRAP	3/9/2016	3,895.50	1,659.
15930	JOHN DAVID ACEVEDO II RECYCLERAMA PERFORMANCES	3/9/2016	680.42	3,895.
15931	JOSE RAMIRO URIBE SSTS EQUIPMENT MAINTENANCE	3/9/2016	105.80	680.4
15932	L. A. HEARNE COMPANY SSTS FACILITY MAINTENANCE	3/9/2016	72.00	105.8
15933	MANUEL PEREA TRUCKING, INC. SSTS FACILITY MAINTENANCE	3/9/2016	1,000.00	72.
15934	MANUEL TINAJERO SSTS LANDSCAPE MAINTENANCE	3/9/2016	1,380.00	1,000.
15935	MARILYN M. SNIDER BOARD RETREAT SERVICES	3/9/2016	2,959.86	1,380.
15936	MARK E. FETZER HAZWOPER TRAINING 1/22/2016	3/9/2016	1,575.00	2,959.
15937	MARTA M. GRANADOS BD MEETINGS INTERPRETER SERVICES 2015-16	3/9/2016	360.00	1,575.
				360.

Check #		Check Date	Amount	Check Total
15938	MICHAEL BAKER RECYCLERAMA PERFORMANCES	3/9/2016	205.44	205.44
15939	MICHAEL DAVID ACEVEDO RECYCLERAMA PERFORMANCES	3/9/2016	422.98	205.44
15940	MICHELLE SNIDER LUNA BOARD RETREAT SERVICES	3/9/2016	1,425.00	422.98
15941	MONTEREY SANITARY SUPPLY, INC. SSTS JANITORIAL SUPPLIES	3/9/2016	280.99	1,425.00
15942	NEW PIG CORPORATION JCLF SPECIAL SUPPLIES	3/9/2016	346.20	280.99
15943	OFFICE DEPOT DEPARTMENT OFFICE SUPPLIES	3/9/2016	1,655.91	346.20
15944	ONE STOP AUTO CARE/V & S AUTO CARE, INC ADMIN VEHICLE MAINTENANCE	3/9/2016	105.02	1,655.91
15945	PACIFIC GAS AND ELECTRIC COMPANY ELECTRICAL SERVICES ALL SITES MONTHLY	3/9/2016	6,403.91	105.02
15946	PENINSULA MESSENGER LLC BANK COURIER SERVICES	3/9/2016	360.00	6,403.91
15947	PHILIP SERVICES CORP DECEMBER HHW DISPOSAL	3/9/2016	12,021.82	360.00
	JANUARY HHW DISPOSAL JANUARY HHW SUPPLIES		12,538.00 2,373.00	20,022,02
15948	QUINN COMPANY ALL SITES EQUIPMENT MAINTENANCE	3/9/2016	34,440.59	26,932.82
15949	**VOID**	3/9/2016	-	34,440.59
15950	ROBERT B GOMEZ RECYCLERAMA PERFORMANCES	3/9/2016	166.80	-
15951	RONNIE G. REHN SSTS SAFETY SUPPLIES	3/9/2016	10.37	166.80
15952	SALINAS AREA CHAMBER OF COMMERCE FOUNDATION EMPLOYEE TRAININNG	3/9/2016	1,500.00	10.37
15953	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY CHLF FACILITY MAINTENANCE	3/9/2016	1,306.28	1,500.00
15954	SCS FIELD SERVICES ALL SITES ROUTINE ENVIRONMENTAL SERVICES	3/9/2016	7.990.00	1,306.28
15955	SHARPS SOLUTIONS, LLC SHARPS DISPOSAL	3/9/2016	240.00	7,990.00
15956	STURDY OIL COMPANY SSTS EQUIPMENT MAINTENANCE	3/9/2016	180.65	240.00
15957	SUTTON AGRICULTURAL ENTERPRISES, INC	3/9/2016		180.65
	JCLF FACILITY SUPPLIES		471.97	471.97

Check #		Check Date	Amount	Check Total
15958	THOMAS M BRUEN JANUARY LEGAL SERVICES	3/9/2016	6,427.65	
15959	UNITED RENTALS (NORTHWEST), INC CREDIT BALANCE SSTS EQUIPMENT MAINTENANCE	3/9/2016	(691.98) 707.05	6,427.65
15960	VISION RECYCLING INC JAN. C&D GRINDING JC GREENWASTE PROCESSING SS GREENWASTE PROCESSING	3/9/2016	15,707.80 39,438.61 13,463.59	15.0
15961	BC LABORATORIES, INC SS STORMWATER TESTING	3/17/2016	351.00	68,610.00
15962	CARLON'S FIRE EXTINGUISHER SALES & SERVICE FIRE EXTINGUISHER MAINTENANCE	3/17/2016	403.43	351.0
15963	COSTCO WHOLESALE OFFICE SUPPLIES	3/17/2016	64.54	403.43
15964	EAGLE STAR SECURITY FACILITY SECURITY SERVICES	3/17/2016	1,482.00	64.54
15965	ECO 21 LLC COMPOST BINS	3/17/2016	1,650.00	1,482.0
15966	GOLDEN STATE TRUCK & TRAILER REPAIR SSTS EQUIPMENT MAINTENANCE	3/17/2016	431.02	1,650.0
15967	GONZALES ACE HARDWARE JCLF FACILITY MAINTENANCE	3/17/2016	33.68	431.0
15968	HOME DEPOT ALL SITES FACILITY MAINTENANCE	3/17/2016	1,117.64	33.6
15969	**VOID**	3/17/2016	-	1,117.64
15970	L. A. HEARNE COMPANY SSTS FACILITY MAINTENANCE	3/17/2016	103.03	-
15971	MONTEREY COUNTY HEALTH DEPARTMENT QUARTERLY REGIONAL FEE	3/17/2016	30,508.39	103.00
15972	NEXTEL OF CALIFORNIA, INC CELL PHONE SERVICE	3/17/2016	276.55	30,508.39
15973	OFFICE DEPOT ADMIN OFFICE SUPPLIES	3/17/2016	737.90	276.5
15974	QUINN COMPANY SSTS EQUIPMENT MAINTENANCE	3/17/2016	283.28	737.9
15975	SALINAS CALIFORNIAN PUBLICATION: NOA JC FLARE INTERCONNECT	3/17/2016	202.82	283.2
15976	SOCIETY FOR HUMAN RESOURCE MANAGEMENT MEMBERSHIP FEES	3/17/2016	190.00	202.8
				190.00

15977 US POST OFFICE YEARLY MAIL BO		3/17/2016		
	X FEE		298.00	
15978 VERIZON WIRELE CELL PHONE SER		3/17/2016	119.03	298.00
15979 WEST COAST RU TIRE RECYCLING	BBER RECYCLING, INC	3/17/2016	1,250.00	119.03
	NER MFG. CO., INC ENT ADVERTISEMENTS	3/23/2016	5,977.81	1,250.00
15981 AECOM TECHNIC TS CEQA	AL SERVICES, INC.	3/23/2016	9,955.93	5,977.81
15982 ALISAL UNION SO WALLY WASTEN	CHOOL DISTRICT DT AWARD - VIRGINIA ROCCA BARTON	3/23/2016	1,000.00	9,955.93
15983 AMERICAN SUPP SSTS JANITORIA		3/23/2016	142.70	1,000.00
15984 ASBURY ENVIRO	NMENTAL SERVICES HAULING SERVICES	3/23/2016	95.00	142.70
15985 AT&T SERVICES HHW TELEPHON	INC	3/23/2016	306.44	95.00
15986 BECKS SHOE ST		3/23/2016	879.31	306.44
	O OF EQUALIZATION	3/23/2016	9,076.00	879.31
15988 CALIFORNIA SOC MEMBERSHIP RE		3/23/2016	399.00	9,076.00
	CIETY OF MUNICIPAL FINANCE OFFICERS	3/23/2016	370.00	399.00
15990 CARDLOCK FUEL	S SYSTEM, INC.	3/23/2016		370.00
SSTS & JCLF EQUALITY OF GONZAL		3/23/2016	14,724.42	14,724.42
JC LF WATER JC HOSTING FEE			182.20 20,833.33	21,015.53
SSTS EQUIPMEN		3/23/2016	717.80	717.80
15993 CSC OF SALINAS ALL SITES EQUIF	/YUMA MENT MAINTENANCE	3/23/2016	1,174.71	1,174.71
15994 EAGLE STAR SEC FACILITY SECUR		3/23/2016	1,482.00	1,482.00
15995 EDWARDS TRUC SSTS EQUIPMEN		3/23/2016	89.06	89.06

Check #		Check Date	Amount	Check Total
15997	EXPRESS SAFETY INC SSTS SAFETY SUPPLIES	3/23/2016	492.53	
15998	FEDEX SSTS & CHLF OVERNIGHT SHIPPING	3/23/2016	224.17	492.53
15999	FERGUSON ENTERPRISES INC #795	3/23/2016	224.17	224.17
	CHLF FACILITY MAINTENANCE		22.35	22.3
16000	FIRST ALARM FACILITY ALARM SERVICE	3/23/2016	781.44	781.44
16001	FULL STEAM STAFFING LLC JCLF & SSTS TEMP LABOR	3/23/2016	5,554.95	701.4-
16002	GC ENVIRONMENTAL, INC	3/23/2016	222.52	5,554.95
	JCLF ENGENEERING SERVICES JCLF ENGENEERING SERVICES		262.50 453.00	715.50
16003	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION MEMBERSHIP RENEWAL	3/23/2016	160.00	7 10.50
16004	GOLDEN STATE TRUCK & TRAILER REPAIR	3/23/2016	10.005.71	160.00
16005	ALL SITES EQUIPMENT MAINTENANCE **VOID**	3/23/2016	12,205.71	12,205.71
		0,20,20.0	-	-
16006	**VOID**	3/23/2016	-	
16007	GONZALES ACE HARDWARE JCLF FACILITY MAINTENANCE	3/23/2016	28.27	-
16008	GRAINGER	3/23/2016		28.27
16009	FACILITY SUPPLIES GREEN RUBBER - KENNEDY AG, LP	3/23/2016	1,197.82	1,197.82
10009	SS & JC FACILITY MAINTENANCE	3/23/2010	390.30	390.30
16010	GREEN VALLEY INDUSTRIAL SUPPLY, INC SSTS FACILITY MAINTENANCE	3/23/2016	38.98	
16011	GUARDIAN SAFETY AND SUPPLY, LLC JCLF SAFETY SUPPLIES	3/23/2016	269.03	38.98
	PARTS RETURN JCLF SAFETY SUPPLIES		(13.00) 87.34	
16012	GUERITO	3/23/2016		343.37
16013	SITES PORTABLE TOILET SERVICES HERTZ EQUIPMENT RENTAL CORPORATION	3/23/2016	1,028.00	1,028.00
10010	SSTS EQUIPMENT RENTAL JCLF EQUIPMENT RENTAL	0/20/2010	308.35 3,676.25	
16014	JOHNSON ASSOCIATES	3/23/2016	00.00	3,984.60
	JCLF EQUIPMENT MAINTENANCE JOSE RAMIRO URIBE	3/23/2016	60.02	60.02
16015	JUSE KAMIKU UKIDE			

Check #		Check Date	Amount	Check Total
16016	JULIO GIL HHW VEHICLE MAINTENANCE	3/23/2016	282.34	000.04
16017	MONTEREY AUTO SUPPLY INC SSTS EQUIPMENT MAINTNENCE	3/23/2016	3,080.01	282.34
16018	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL BOARD JC TV57 PERMIT MODIFICATION	3/23/2016	924.00	3,080.01
16019	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS TS SEWER SERVICE	3/23/2016	28.92	924.00
16020	NEXIS PARTNERS, LLC ADMIN BUILDING RENT COMMON AREA MAINTENANCE CHARGES	3/23/2016	9,212.00 6,032.79	28.92
16021	OFFICE DEPOT ADMIN OFFICE SUPPLIES	3/23/2016	298.39	15,244.79 298.39
16022	PACIFIC CREST ENGINEERING INC JC GEOTECHNICAL INVESTIGATION - POST REPORT	3/23/2016	2,113.06	2,113.06
16023	PACIFIC GAS AND ELECTRIC COMPANY SS TS EQUIPMENT AND VEHICLE FUEL	3/23/2016	231.92	2,113.00
16024	PARADIGM SOFTWARE, LLC SIGNATURE CAPTURE SETUP	3/23/2016	3,700.00	3,700.00
16025	PERENNIAL ENERGY, LLC JC LFG FLARE SYSTEM	3/23/2016	74,456.39	74,456.39
16026	PERSONAL AWARDS INC JCLF EMPLOYEE UNIFORMS	3/23/2016	446.12	446.12
16027	PITNEY BOWES GLOBAL POSTAGE MACHINE QTR LEASE	3/23/2016	269.60	269.60
16028	PROBUILD COMPANY LLC SSTS & JCLF FACILITY MAINTENANCE	3/23/2016	92.03	92.03
16029	PURE WATER BOTTLING POTABLE WATER SERVICE	3/23/2016	359.90	359.90
16030	QUINN COMPANY JCLF EQUIPMENT MAINTENANCE	3/23/2016	6,757.30	6,757.30
16031	**VOID**	3/23/2016	-	0,737.30
16032	REPUBLIC SERVICES #471 TRASH DISPOSAL SERVICE	3/23/2016	69.98	69.98
16033	RONNIE G. REHN JCLF FACILITY SUPPLIES	3/23/2016	176.78	
16034	SCS FIELD SERVICES ALL SITES ROUTINE ENVIRONMENTAL SERVICES	3/23/2016	19,827.41	176.78
16035	**VOID**	3/23/2016	-	19,827.41

3/23/2016 3/23/2016 3/23/2016 3/23/2016	160.00 6,410.00 638.04 557.57 199.00 4.35 34.31 54.67 42.80 241.51	160.0 6,410.0 638.0 557.9
3/23/2016 3/23/2016	6,410.00 638.04 557.57 199.00 4.35 34.31 54.67 42.80	6,410.0 638.0
3/23/2016 3/23/2016	638.04 557.57 199.00 4.35 34.31 54.67 42.80	6,410.0 638.0
3/23/2016 3/23/2016	638.04 557.57 199.00 4.35 34.31 54.67 42.80	638.0
3/23/2016	638.04 557.57 199.00 4.35 34.31 54.67 42.80	638.0
3/23/2016	557.57 199.00 4.35 34.31 54.67 42.80	
	557.57 199.00 4.35 34.31 54.67 42.80	
	199.00 4.35 34.31 54.67 42.80	
	199.00 4.35 34.31 54.67 42.80	557.9
3/23/2016	199.00 4.35 34.31 54.67 42.80	557.
3/23/2016	4.35 34.31 54.67 42.80	
	4.35 34.31 54.67 42.80	
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	54.67 42.80	
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	24.00	
	141.74	
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	91.60 9.82	
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	574.05	
	299.00	
	68.65	
	251.77	
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	32.95	
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	25.06	
	240.20	
	23.96	
	25.00	
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	20.00	
	2/5.00	
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	32.40	
	32.40 60.01	5 060 9
3/23/2016		5,069.8
		25.00 20.00 12.99 275.00 32.40

Check #		Check Date	Amount	Check Total
16042	**VOID**	3/23/2016	-	
16043	**VOID**	3/23/2016	-	-
16044	**VOID**	3/23/2016	_	-
16045	VALLEY TROPHIES & DETECTORS NAME PLATE FOR BRIAN KENNEDY	3/23/2016	15.82	-
16046	VISION RECYCLING INC GREENWASTE CONTAMINATION GREENWASTE PROCESSING	3/23/2016	625.00 64,792.47	15.82
16047	WASTE MANAGEMENT INC FEBRUARY MADISON TRANSFERS FEBRUARY JR TRANSFER STATION OPERATIONS	3/23/2016	12,854.48 60,233.16	65,417.47
16048	WESTERN EXTERMINATOR COMPANY FACILITY VECTOR CONTROL	3/23/2016	364.50	73,087.64
16049	WESTERN TRAILER COMPANY 2016 WESTERN TRAILER WALKING FLOOR	3/23/2016	78,601.00	364.50
16050	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION FUEL PURCHASES	3/23/2016	1,594.21	78,601.00
16051	ACE HARDWARE CORPORATION CHLF FACILTY MAINTENANCE	3/31/2016	93.44	1,594.21
16052	ALEXANDRA BRISTOW RECYCLERAMA PERFORMANCES	3/31/2016	623.14	93.44
16053	AMERICAN SUPPLY CO. HHW EQUIPMENT MAINTENANCE	3/31/2016	15.63	623.14
16054	ARATA EQUIPMENT COMPANY SSTS VEHICLE MAINTENANCE	3/31/2016	638.12	15.63
16055	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL & HAULING SERVICES	3/31/2016	95.00	638.12
16056	AT&T SERVICES INC ADMIN TELEPHONE SERVICE MONTHLY	3/31/2016	325.75	95.00
16057	BAKER CORP 21K GAL SAFETY VAPOR TANK, PICK UP & FUEL SURCHG	3/31/2016	2,389.98	325.75
16058	BC LABORATORIES, INC CHLF WATER SAMPLE TESTING	3/31/2016	289.00	2,389.98
16059	BILL KORETOFF SSTS EQUIPMENT MAINTENANCE	3/31/2016	2,418.86	289.00
16060	BRANDY ELLEN ACEVEDO RECYCLERAMA PERFORMANCES AND PRODUCTION	3/31/2016	3,032.49	2,418.86
16061	BUILDING BLOCK ENTERTAINMENT INC. SCHOOL ASSEMBLY PREFORMANCES	3/31/2016	1,395.00	3,032.49
				1,395.00

Check #		Check Date	Amount	Check Total
16062	CALIFORNIA WATER SERVICE SS TS MONTHLY WATER SERVICE	3/31/2016	28.82	00.00
16063	CARDLOCK FUELS SYSTEM, INC. SS & JC EQUIPMENT FUEL	3/31/2016	10,366.45	28.82
16064	COAST COUNTIES TRUCK & EQUIPMENT CO. ABSORVER-SHOCK SSTS EQUIPMENT MAINTENANCE	3/31/2016	(904.16) 2,501.67	10,366.45
16066	COMCAST MONTHLY INTERNET SERVICE	3/31/2016	177.51	1,597.5
16067	CSC OF SALINAS/YUMA JCLF EQUIPMENT MAINTNANCE	3/31/2016	159.83	177.51
16068	EAGLE STAR SECURITY FACILITY SECURITY SERVICES	3/31/2016	3,230.00	159.83
16069	EMILE ESTASSI SSTS FACILITY MAINTENANCE	3/31/2016	11,896.00	3,230.00
16070	ERNEST BELL D. JR JANUARY JANITORIAL SERVICES	3/31/2016	2,100.00	11,896.00
16071	FEDEX FINANCE DEPT OVERNIGHT SHIPPING	3/31/2016	31.66	2,100.00
16072	FULL STEAM STAFFING LLC JCLF & SSTS TEMP LABOR	3/31/2016	3,500.98	31.66
16073	GC ENVIRONMENTAL, INC JCLF ENGENEERING SERVICES	3/31/2016	4,042.50	3,500.98
16074	GOLDEN STATE TRUCK & TRAILER REPAIR SSTS VEHICLE MAINTENANCE	3/31/2016	10,871.01	4,042.50
16078	GREEN RUBBER - KENNEDY AG, LP ALL SITES EQUIPMENT MAINTENANCE	3/31/2016	709.09	10,871.01
16079	GREEN VALLEY INDUSTRIAL SUPPLY, INC SSTS FACILITY MAINTENANCE	3/31/2016	277.14	709.09
16080	HYDROTURF, INC CHLF FACILITY MAINTENANCE	3/31/2016	8.47	277.14
16081	IVY CONTRERAS RECYCLERAMA PERFORMANCES AND PRODUCTION	3/31/2016	2,766.30	8.47
16082	JOSE RAMIRO URIBE SSTS EQUIPMENT MAINENANCE	3/31/2016	220.00	2,766.30
16083	MANUEL TINAJERO JCLF LANDSCAPE MAINTENANCE	3/31/2016	1,350.00	220.00
16084	MICHAEL DAVID ACEVEDO RECYCLERAMA PERFORMANCES	3/31/2016	710.70	1,350.00
16085	MONTEREY BAY OFFICE PRODUCTS	3/31/2016		710.70
	COPIER MACHINE BASE RATE CHARGE & OVERAGES		271.33	271.33

Check #		Check Date	Amount	Check Total
16086	MONTEREY SANITARY SUPPLY, INC. JANITORIAL SUPPLIES	3/31/2016	111.70	444.70
16087	OFFICE DEPOT ADMIN & OPS OFFICE SUPPLIES	3/31/2016	58.41	111.70
16088	PINNACLE MEDICAL GROUP NEW HIRE EXAM	3/31/2016	75.00	58.41
16089	PURE WATER BOTTLING ADMIN POTABLE WATER SERVICE	3/31/2016	95.25	75.00
16090	SCS ENGINEERS PROFESSIONAL CONSULTING SERVICES	3/31/2016	1,000.00	95.25
16091	SOLEDAD MISSION CHAMBER OF COMMERCE 2016 MEMBERSHIP FEES	3/31/2016	675.00	1,000.00
16092	STURDY OIL COMPANY SSTS EQUIPMENT MAINTENANCE	3/31/2016	270.42	675.00
16093	TRI-COUNTY FIRE PROTECTION, INC. SSTS EQUIPMENT SUPPLIES	3/31/2016	55.64	270.42
16094	UNITED RENTALS (NORTHWEST), INC SSTS FACILITY MAINTENANCE	3/31/2016	311.72	55.64
DFT2016372	WAGEWORKS FSA ADMIN FEE	3/11/2016	128.00	311.72
	SUBTOTAL:			128.00 764,593.27
	PAYROLL DISBURSEMENTS			394,239.58
	GRAND TOTAL			1,158,832.85



<u>N/A</u>

ITEM NO. 3

Finance Manager/Controller-Treasurer

KarilMeth

General Manager/CAO

N/A

Legal Counsel

Date: May 19, 2016

From: Susan Warner, Diversion Manager/Assistant

General Manager

Title: Member and Interagency Activities Report for

April 2016 and Upcoming Events

RECOMMENDATION

Staff recommends the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

This report relates to the 3-year goal to increase public access, involvement and awareness of Salinas Valley Recycles activities and is intended to keep the Board apprised of communication with our member agencies and regulators.

City of King

The first reading of the Construction and Demolition ordinance was done on April 25. With final approval of the ordinance, each of the Valley cities will require a plan to ensure diversion of C&D materials from landfills.

Staff continues to act as lead negotiator, under direction of the City Manager for the City of King for renewal and restatement of their Franchise Services Agreement with Waste Management. Great progress has been made and work is underway to finalize the draft agreement for City Council consideration early this summer.

Gonzales, Soledad and Greenfield

Staff continues to act as lead negotiator, under direction of the three City Managers for renewal and restatement of their Franchise Services Agreement with Tri-cities Disposal. Great progress has been made and work is underway to finalize the draft agreement for City Council consideration early this summer.

County of Monterey

County of Monterey has been working closely with staff and our renewable energy development partners, Ameresco (landfill gas-to-power) and ISM (closed landfill solar), to proceed with two projects that could provide renewable energy to county facilities under PGE's Renewable Energy Self-Generation Bill Credit Program. County staff has indicated support for moving forward, but due to prioritization of workloads and budgets, the County has temporarily postponed their due diligence work on these projects in hopes to reengaging in the coming months. Staff continues to move these projects forward with our development partners in anticipation of the County's future interest and alternatively, as possible feed-in energy sources for the Monterey Bay Community Power project in the future, if implemented.



SVR stall accompanied CalRecycle Waste Management Specialist Jill Larner on the annual site visits for Gonzales, Soledad and Greenfield on 4/25 and 4/26. Among other verifications done, the procedures to implement the city of Greenfield's Construction and Demolition ordinance were confirmed to be in place.

On April 28, Contracts and Grants Analyst Jenny Mitchell received a notice of approval for grant funding for Tire Derived Aggregate. This material is essential ground up tires which will be used as backfill material during the installation of horizontal landfill gas collection wells at the Johnson Canyon Landfill. The approximate 1,100 tons of aggregate has a value of \$66,373.



The Compressed Natural Gas fueled box truck purchased with grant funds from Cal Recycle's Household Hazardous Waste collection grant was recently wrapped to promote the mobile collection and safe disposal of household hazardous waste material.

The truck will be on site at each of the city's clean up events and is capable of accommodating a much greater volume of materials than the truck used in the past.

Monterey County Environmental Health Bureau

Monthly inspections conducted on 4/22/16 at the Jolon Road transfer station and on 4/28 at the Sun Street transfer station did not result in any notices of concern or violations.

Future Events

Gonzales:	6/4 6/12 6/25 6/25 10/8	Community Wide Yard Sale Recycling and E-waste event at Johnson Canyon Landfill Composting Workshop, Fairview School, 10-11 am and 6/26 Recycling and Clean Up Event, Fairview School and 10/9 Weekend Clean Up Event
Greenfield:	5/23 8/28 10/22	through 5/28 Clean Up Week Dia del Trabajador Agricola Recycling and Clean Up Event
King City:	6/26	Through 7/2 Beautification Week
Salinas:	9/10	Salinas Rotary Crapper Derby Composting Workshop, Natividad Creek Park, 10-11 am District 1 Clean Up Event District 5 Clean Up Event District 4 Clean Up Event Citywide Clean Up Events
Soledad:	5/16 10/1	through 5/21 Clean Up Week Recycling and Clean Up Event
Monterey County:	5/14	Community Clean Up event in Bradley

SALINAS VALLEY RECYCLES

SIX-MONTH STRATEGIC OBJECTIVES

February 29, 2016 - July 25, 2016

Agenda Item General Manager/CAO

THREE-YEAR GOAL: FUND AND IMPLEMENT 75% DIVERSION OF WASTE FROM LANDFILLS WHO **WHAT** COMMENTS WHEN **STATUS** DONE REVISED TARGET By June 1, 2016 Diversion Report to the General Manager, the outcome of a study to determine Currently determining how much gypsum board (sheet rock) is collected and if it can be volume of gypsum board Manager and Χ Operations economically processed and marketed. received and processing Manager options locally. Preparation/review of the By July 1, 2016 Engineering Submit for review by the Local Enforcement Agency a compost site application is complete and Manager and permit for Johnson Canyon to potentially include food waste. χ awaiting process question Diversion responses from the LEA Manager Staff recommends By July 1, 2016 General Manager Present an overview of the Clean Fiber and Organics Recovery postponing presentations February 28, Demonstration Project to each of the Valley City Councils and Board of until after GOE has 2017 Χ Supervisors. completed engineering for the demonstration unit in fall/winter 2016. By July 1, 2016 Consult with existing food pantries in the Salinas Valley to determine the Diversion Outreach to other potential feasibility of developing a Clothing Closet Store in their community, and Χ Manager partners is underway make a recommendation to the General Manager.

THREE-YEAR GOAL: COMPLETE FACT FINDING PROCESS FOR SALINAS AREA MATERIALS RECOVERY CENTER (SAMRC)

WHEN	WHO	WHAT	STATUS		6	COMMENTS
	<u> </u>		DONE	ON TARGET	REVISED	
1. Beginning May 1, 2016 and at least quarterly thereafter	Diversion Manager	Provide a status report to the Board regarding progress on the fact- finding process for the Salinas Area Materials Recovery Center and Clean Fiber and Organics Recovery System.		Х		Item is on the May 19, 2016 Board agenda.
2. By June 1, 2016	Finance Manager	Complete the RFP process and select vendors for the Long-Range Financial Study and Economic Impacts/Benefits Study for all selected CEQA project scenarios.		Х		One RFP response was received and discussion and contract negotiations with the selected vendor is underway. Contracts will be presented to the Board at its June 2016 meeting.
3. At the June 16, 2016 Board meeting	Diversion Manager	Present to the Board a Public Outreach Plan for each location to be studied in the Long-Range Facilities environmental review.		X		Draft plan is complete and will be presented to the Board at its June 2016 meeting.

THREE-YEAR GOAL: UTILIZE CLOSED JOLON ROAD, CRAZY HORSE AND LEWIS ROAD LANDFILLS TO GENERATE REVENUE

WHEN	wно	WHAT	STATUS			COMMENTS
	L		DONE	ON TARGET	REVISED	
1. By June 1, 2016	Finance Manager	Determine the feasibility of leasing excess property for agriculture uses and make a recommendation to the General Manager.		Х		List of potential agricultural interests is being developed
2. At the June 17, 2016 Board meeting	Engineering Manager	Present an update to the Board on solar projects at closed landfills.		Х		Work continues with our selected vendor ISM to develop possible solar installation on close landfills
3. At the June 17, 2016 Board meeting	Engineering Manager	Present an update to the Board on commercial leases for cell towers.		Х		Work in progress
4. At the June 17, 2016 Board meeting	Engineering Manager	Present a report to the Board on the process for selling excess property at closed landfills.		Х		Work in progress
5. At the June 17, 2016 Board meeting	Engineering Manager	Present an update to the Board on developing a wind turbine at Johnson Canyon.		X		Work in progress

UPDATED as of May 12, 2016

THREE-YEAR GOAL: INCREASE PUBLIC ACCESS, INVOLVEMENT AND AWARENESS OF SVR ACTIVITIES **WHEN WHO WHAT COMMENTS STATUS** REVISED DONE ON **TARGET** By July 25, 2016 Recycling Review current how-to videos for home composting to determine whether to Χ Work in progress use one or develop a new video, and post it on the SVR website. Coordinator 2. Staff is surveying At the June 16, HR Manager and Survey customers to determine where the customers would go if there was customers. Report 2016 no Sun Street Transfer Station (e.g., to Johnson Canyon or Marina Landfills) General Manager Χ scheduled for June 2016 and report the results to the Board. Board meeting FUTURE: By_ **Diversion Manager** Present to the General Manager ideas for developing a transportation grant Grant opportunity research for educational tours of SVR facilities and make recommendations to the and Contracts is ongoing **Grants Analyst** Board regarding funding and what age or grade level to target.

UPDATED as of May 12, 2016

THREE-YEAR GOAL: REDUCE COSTS AND IMPORVE SERVICES AT SVR FACILITIES

WHEN	WHO	WHAT	STATUS		s	COMMENTS
			DONE	ON TARGET	REVISED	
1. On or before the April 21, 2016 Board meeting	Operations Manager	Prepare and present to the Board for action, operation of the Jolon Road Transfer Station by SVR personnel at the end of the Waste Management contract on September 1, 2016.	Х			Board received presentation and approved SVR assumption of Jolon Road TS operations at its April 21, 2016 meeting.
2. At the April 21, 2016 Board meeting	Operations Manager and Engineering Manager	Develop and present to the Board a plan to replace or repair landfill gas flare stations.	Х			The proposed plan was presented to the Board of Director on April 21, 2016.
3. At the June 16, 2016 Board meeting	General Manager and Engineering Manager	Present to the Board an update on the Ameresco contract and determine their interest in installing another power generation unit at Johnson Canyon.		Х		Evaluation of current landfill gas generation rate is underway in conjunction with new flare installation.
4. At the June 16, 2016 meeting	General Manager and Operations Manager	Prepare and present to the Board a cost benefit analysis for processing Construction and Demolition by SVR or Monterey Regional Waste Management District.		Х		Letter to District requesting data and rate information for various processing options was included in the April 2016 agenda

THREE-YEAR GOAL: PROMOTE AND MAINTAIN A HIGH PERFORMANCE, EFFICIENT AND FLEXIBLE WORKFORCE

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By May 1, 2016, contingent upon Board approval	Human Resources Manager	Begin the staff recruitment process for Jolon Road operations.	Х			All recruitments are underway.
2. At the May 19, 2016 Board meeting	Human Resources Manager	Present to the Board an update on the Employee Mentor Program.		Х		Staff will present program at the May 2016 Board meeting.
3. At the June 16, 2016 Board meeting	Human Resources Manager	Present to the Board an update on the Job Shadowing Program for new hires.		Х		Staff will present program at the May 2016 Board meeting.
4. By July 25, 2016	Human Resources Manager	Develop and begin implementation of a cross training program for all interested employees.		Х		Staff developing program.
5. By July 25, 2016	Human Resources Manager and Operations Manager, working with staff	Identify and implement at least two teambuilding activities during regular business hours to promote communication and employee morale.		Х		Conducted one agency-wide team building training focused on communication. Second training being scheduled for the Month of June or July, or at the August All Employee meeting

Salinas Valley Recycles.org SALINAS VALLEY SOLID WASTE AUTHORITY Report to the Board of Directors

Date: May 19, 2016

From: Patrick Mathews, General Manager/CAO

Title: Monterey Bay Community Power Project Updates

ITEM NO. 5

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends that the Board accept this update report.

STRATEGIC PLAN RELATIONSHIP

Potential development of the Monterey Bay Community Power (MBCP) project would support Goal 3 to "generate new revenues from our closed landfills" by supporting potential new local markets and demand for renewable energy.

FISCAL IMPACT

All MBCP project work is currently funded through grants and outside fund sources. There is no cash contribution from SVR, only dedication of a small amount of the General Manager's time each month to participate as a member of the Project Development Advisory Committee (PDAC), review consultant work products and assist with member agency presentations and community outreach efforts.

DISCUSSION & ANALYSIS

The Board received a presentation for the MBCP group at it April 21, 2016 meeting. The presentation provided an update to the Board on the outcomes of the due diligence work recently completed and the next steps in the process. The Monterey County Board of Supervisors received a similar presentation on May 3, 2016. This information will be used to assist each jurisdiction in the tri-county region in deciding whether to participate in the formation of a new community based, energy procurement organization.

Attached you will find PDAC's May 12, 2016 agenda, which includes PDAC recommendations, final community Outreach Plan, presentation materials, and project due diligence information. Also attached is the April 14, 2016 PDAC meeting highlights and the May 2016 project feasibility press release, for your information and reference.

It is very important that elected officials and their respective city managers and senior staff begin to discuss the importance of this comprehensive regional effort in order to be adequately prepared and educated on the decisions to come this calendar year. We encourage you to reach out to your staff participating in the MBCP project development and become familiar with this new community choice for energy purchases and how it could benefit your jurisdiction.

BACKGROUND

All cities and counties in the tri-county region, along with several regional agencies such as SVR and the Monterey Regional Waste Management District all signed on to participate the Phase I feasibility study to determine the viability of creating a regional entity to pool electric loads and purchase power for resale, also known as Community Choice Energy. These entities may form under State Law, AB 117 (2002) in order to: buy and sell power locally, design power portfolios that further support renewable energy development and demand, and provide more local input over energy supplies for the community.

This project, if implemented, would provide local residents and businesses with another <u>choice</u> in their decision to purchase more renewable and cost competitive green electricity. Community Choice Energy projects such as this are considered by many to be the single most important local action that could significantly reduce greenhouse gas generation and assist local jurisdictions in compliance with AB 32.

ATTACHMENT(S)

- 1. April 14, 2016 MBCP PDAC Meeting Highlights
- 2. May 12, 2016 MBCP PDAC Agenda and Materials
- 3. MBCP Feasibility Press Release



Project Development Advisory Committee email: gine.johnson@santacruzcounty.us website: www.montereybaycca.org

Monterey Bay Community Power Project | Phase 1 Technical Study Project Development Advisory Committee (PDAC) April 14th, 2016 Meeting Highlights

Community Outreach Plan is approved:

The PDAC received a presentation introduced by Patrick Mathews, member of the PDAC's Communications ad hoc Subcommittee that designed the plan with the consultant, Miller Maxfield. PDAC members and public comments included adding outreach to disabled/ special needs groups, labor groups, school districts, religious groups, and to reach out to Central Coast Energy Services to possibly have them assist with outreach to disadvantaged communities. The PDAC approved the plan with these suggested additions.

Phase 1 Technical Study, Peer Review and Response to the Peer Review are adopted:

The PDAC received a presentation from Santa Cruz County Planning lead staff David Carlson regarding the independent peer review of the Technical Study. Pacific Energy Advisors obtained the PDAC's feedback and were asked to add clarifying information. The PDAC approved the technical study documents as amended.

Final Information Packet for County/City partners is approved:

The PDAC approved revisions to the information packet, including the summary report and recommendations to the MCBP partners. The full information packet is posted as separate pdfs for each section on the website, http://www.montereybaycca.org/mbcp-information-packet.

Upcoming Meetings Were Confirmed – SAVE THE DATES!

May 24th- 9:30am to noon – Special Study Session – Technical Study & Information Packet Monterey County Board of Supervisors Chambers: 168 West Alisal Street, Salinas

<u>June 9th – 9:30am to 12:00pm- Special Study Session- Technical Study & Information Packet</u> Santa Cruz County Board of Supervisors Chambers: 701 Ocean Street, Santa Cruz

<u>June 9th- 3:00pm to 5:30pm- Special Study Session Technical Study & Information Packet</u> San Benito County Board of Supervisors Chambers: 481 4th Street, Hollister

August 11th - 9am-noon - PDAC meeting:

Monterey Regional Waste Management District: 14201 Del Monte Blvd-Marina

- Introductions, Agenda Revisions, Minutes
- Implementation of Phase 2 Outreach Plan
- County & City partner decision-making process
- Future PDAC meetings and agendas

Please check the Monterey Bay Community Power website: www.montereybaycca.org for more updates.

Monterey Bay Community Power

Phase 1 Technical Study Project
Project Development Advisory Committee

Agenda - SPECIAL MEETING

May 12, 2016 - 9:30am to 11:00am Santa Cruz County Board of Supervisors Chambers 701 Ocean Street – Santa Cruz, CA- 5th Floor

Estimated time allotment	Item Recommended Outcome Action Item	Lead Person or Presenter
9:30am 5 minutes	 Welcome, Introductions & Revisions to the Agenda Start the meeting. Roundtable introductions as needed. Discuss/approve revisions to the agenda, if any. 	Nancy Gordon, Chair
5 min.	 Minutes - 4.14.16 PDAC Meeting Review toward approval the meeting minutes, with amended documents approved by the PDAC.	Nancy Gordon
20 min.	3. Governance ad hoc Subcommittee Proposed Recommendations Introduction by Rich Stedman, member of the PDAC's Governance ad hoc Subcommittee Discussion, Q & A, Revisions. Attached- Committee Report/Recommendations pages 39-43 - Action Item	Rich Stedman, ad hoc Committee Member
20 min.	4. Presentation by local labor union leaders regarding MBCLC Resolution Presentation by labor union representatives on resolution and Project Labor Agreements. PDAC discussion and consideration. Attached – page 33, attachment to the minutes Action Item	Glen Schaller & Andy Hartman

May 12, 2016 PDAC Special Meeting- Agenda Item #1

20 min.	5. Consideration of Community Power Guiding Principles as recommended by Santa Cruz Supervisor John Leopold Report regarding a request from the Santa Cruz County Board to review and consider incorporating into the Information Packet. Attached – pages 44-45 - Action Item	Gine Johnson, Project Team Manager & David Carlson, Project Team
5 min.	6. Confirm Upcoming Meetings: PDAC- Hosted Special Study Sessions: June 9 — 9:30am to12:00pm Santa Cruz County Board of Supervisors Chambers	Nancy Gordon
	June 9 th - 3:00pm to 5:30pm- San Benito County Board of Supervisors Chambers May 24 th - 9:30am to noon – Monterey County Board of Supervisors Chambers	
	Next Regular PDAC Meeting: August 11 th , 9am-noon- MRWMD Board Chambers Minutes of May 12, 2016 Special PDAC Meeting Update regarding Special Study Sessions Status report - Communications/Outreach Plan County & City partner decision-making process Future PDAC meetings and agendas	
15 min.	9. Public Comment Receive input from the public on items not on today's agenda. Depending on the number of speakers, each speaker may be limited to 3 minutes. The PDAC cannot take action on any item, but may choose to place items on a future agenda.	Nancy Gordon

Monterey Bay Community Power

Phase 1 Technical Study Project
Project Development Advisory Committee

Meeting Minutes

April 14th, 2016 - 9:00am to 12:15pm Santa Cruz County Board of Supervisors 701 Ocean Street, Santa Cruz CA

1. Welcome, Introductions, Attendance Noted

- Nancy Gordon, Chair, called the meeting to order at 9:05 am.
- A quorum was present and attendance noted:

PDAC Members:

County of Santa Cruz-Nancy Gordon

Monterey Bay Unified Air Pollution Control District- Richard Stedman

Monterey Regional Waste Management District-Tim Flanagan

Salinas Valley Recycles- Patrick Mathews

City of Capitola-Rich Grunow

City of Santa City-Ross Clark

City of Watsonville- Nancy Lockwood

City of Watsonville- Trina Coffman-Gomez (Left at 10:05 am)

Business Sector Representative-Larry Pearson

MBCP Project Team Members:

Gine Johnson, Office of Supervisor Bruce McPherson Carol Johnson, SC County General Services David Carlson, SC County Planning

Julia Holl, Office of Assembly member Mark Stone

2. Minutes of the 3.10.16 PDAC Meeting

Action Item: Approved the draft minutes. Motion by Patrick Mathews, 2nd by Tim Flanagan. All ayes except abstentions by Richard Stedman, Rich Grunow, & Trina Coffman-Gomez who were not present at that meeting.

- 3. Status Report-Investigative Phase Outreach Activities
- Julia Holl gave a report regarding completed and future 2016 ambassador presentations.

4. Presentation - Proposed Community Outreach Plan

- Introduction made by Patrick Mathews, member of the PDAC's Communications ad hoc Subcommittee that designed the draft plan with Miller/Maxfield.
- Presentation was given by Miller/Maxfield representatives Bill Maxfield and JM Brown. Discussion ensued and revisions to the plan were made.
- See the attached amended version.

Action Item: Approved as amended. Motion by Nancy Gordon 2nd by Trina Coffman-Gomez. All ayes.

May 12, 2016 PDAC Agenda Item #2 - April 14, 2016 PDAC Meeting Minutes

- 5. Presentation Peer Review Results & Pacific Energy Advisors Response
- David Carlson presented a report regarding the independent peer review of the technical study and the response from PEA. Discussion ensued.
- 6. Continued Discussion & Final Revisions Technical Study
- Follow up discussion ensued with additional Q & A and input from the PDAC members and public attendees.
- Ross Clark distributed and discussed his input regarding the technical study, attached here. Discussion ensued.
- Final amendments were agreed on as follows:
 - (a) An additional sensitivity study to be included by PEA on Scenario 3 that assumes maximum local build out of renewable energy generation projects;
 - (b) Additional information to be included regarding the co-benefit of lowering other pollutants when greenhouse gas emissions are reduced;
 - (c) More clarity regarding the assumptions tied to the performas; and
 - (d) A glossary of technical terms and acronyms to be added.
- Final amended version to be submitted by PEA within a few weeks. The amended version to be posted on the website and sent to the MBCP partners.

Action Item: Approved the final version of the Technical Study as amended. Motion by Tim Flanagan 2nd by Patrick Mathews. All ayes.

- 7. Continued discussion & Final Revisions to the Information Packet
- Gine Johnson reviewed each section of the information packet starting with the appendices that were included as reference documents.
- Discussion ensued regarding the net new sections of the packet that summarized previous presentations received by the PDAC and/or had been discussed in length by PDAC members in prior meetings.
- Additional Q & A and input ensued from the PDAC & public.
- Agreement was reached on revisions with the exception of the "governance recommendations" included in Section 1. A decision was made to form an ad hoc subcommittee for further review. A special meeting of the PDAC would be scheduled for early May to review the ad hoc's recommendations.
- Final revisions were made to the remainder of Section 1, the PDAC's summary report and recommendations to the MCBP partners. See the attached amended version.

Action Item: Approved the final version of the Information Packet. Motion by Rich Grunow 2nd by Patrick Mathews. All ayes.

8. Confirmed Upcoming Meetings: PDAC- Hosted Special Study Sessions:

May 12, 2016 PDAC Agenda Item #2 - April 14, 2016 PDAC Meeting Minutes

May 24th- 9:30am to noon

Monterey County Board of Supervisors Chambers

June 9th - 9:30am to 12:00pm

Santa Cruz County Board of Supervisors Chambers

June 9th- 3:00pm to 5:30pm

San Benito County Board of Supervisors Chambers

Next Regular PDAC Meeting:

August 11th, 9am-noon- MRWMD Board Chambers

Updates and strategy discussion regarding next steps:

- Implementation of Phase 2 Outreach Plan
- County & City partner decision-making process
- Future PDAC meetings and agendas

Public Comment

Meeting adjourned by consensus at 12:45 pm.

Amended Documents Approved By the PDAC:

- (1) Amended Communications & Outreach Plan, (pages 3-20).
- (2) Amended Section 1: PDAC Summary Report and Recommendations, (pages 21-28).

Information Attachments:

- Comments from Ross Clark, PDAC Member representing City of Santa Cruz, regarding the Technical Study, (pages 30-32).
- Resolution from the Monterey Bay Central Labor Council presented by Glen Schaller and Andy Hartman during public comment, (page 33).
- Letter from Desal Alternatives presented by Rick Longinotti during public comment, (page 34).
- Letter from Sierra Club received by the SCC Board of Supervisors, (pages 35-36).

May 12, 2016 PDAC Agenda Item #2 - April 14, 2016 PDAC Meeting Minutes



COMMUNITY OUTREACH PLAN

APRIL 2016





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INTRODUCTION

Following the passage of AB 117, which enabled local governments to aggregate the residential, business and municipal electricity loads within their jurisdictions, Monterey Bay Community Power formed for the purposes of exploring the feasibility for generating electricity as an alternative for customers to PG&E. The top benefits of an eventual formation of a Community Choice Energy agency include establishing local control over rates, creating rate parity with PG&E, reducing greenhouse gasses by sourcing green energy, and redirecting revenue from PG&E to the local economy through projects and initiatives to be developed by the new agency, with input and direction from the community.

Organized by the County of Santa Cruz as the lead partner, and with support from the Community Foundation of Santa Cruz County, the project is managed by a Project Development Advisory Committee (PDAC) with representation from three counties and 18 cities, all of whose governing bodies passed resolutions to investigate the feasibility of creating a Community Choice Energy project.

They are:

- Santa Cruz County
- Monterey County
- · San Benito County
- City of Santa Cruz
- City of Scotts Valley
- City of Capitola
- City of Watsonville

- City of Salinas
- City of Monterey
- City of Carmel
- · City of Sand City
- · City of Soledad
- City of Seaside
- City of Greenfield

- City of Pacific Grove
- City of Marina
- City of King City
- City of Del Ray Oaks
- City of Hollister
- City of San Juan Bautista
- City of Gonzales

Key partner agencies include:

- Monterey Regional Waste Management District
- Salinas Valley Solid Waste Authority
- Monterey Bay Unified Air Pollution Control Board

The PDAC has met since 2013 to oversee the exploration of a Community Choice Energy agency, including the impact on the local economy, the ability to produce energy, and the ability to provide that energy at rates that are similar to PG&E's. The Technical Feasibility Study, which will undergo peer review, identified three supply scenarios that seek rate parity or cost savings with PG&E under various combinations of renewable and regionally produced energy products.

From April-September 2016, the Outreach Plan will be implemented across the region with the goal of early adoptive county and city partners taking action by the end of September toward formation of a Community Choice Energy agency. The agency could begin providing energy to residential and commercial customers within the early adopter jurisdictions by October 2017.



TRI-COUNTY REGION & DEMOGRAPHICS

The region covered by the Monterey Bay Community Power Project includes Santa Cruz, Monterey and San Benito counties, which represent a total estimated population of about 761,415 people and 285,000 PG&E customer accounts. About a third (36%) of the total electricity delivered by PG&E in the project area is consumed by the residential sector, whereas 48% and 18 %, respectively, represent commercial and agricultural consumption.

The three counties span a combined 5,100 square miles on the Central Coast of California, and reflect great diversity in their individual populations, top sectors of industry, urban and rural geography, and political landscape. Each county, and including the communities within each county, will require customized public outreach designed to address unique sets of interests and questions.

MONTEREY COUNTY

Monterey County covers 3,280 square miles with an estimated population of 431,344 people, which is estimated to have grown 4 percent since 2010. The largest city in Monterey County is the city of Salinas, which is the county seat and the largest city in the tri-county region. The largest ethnic group in Monterey County is Hispanic/Latino at 57.4%, followed by whites at 31.2%. Asians make up 6.9% of the population, while African-Americans make up 3.5%. More than half of residents, or 52.8%, speak a language other than English at home and nearly a third of residents, or 30.1%, were born outside the U.S. About a quarter of the population (26.4%) is made up of people under the age of 18, while 12% of residents are 65 or older.

There are more than 125,000 households in Monterey County and about 140,000 housing units, with nearly 50% being owner occupied. The median household income is the lowest in the three-county region, at \$58,582 and Monterey County has the highest poverty rate at 17%.

Nearly three-quarters of residents (71.2%) 25 years or older have a high school degree and nearly a quarter (23.1%) of those residents have a bachelor's degree or higher.

Top industries in Monterey County include agriculture, tourism and government.

SAN BENITO COUNTY

San Benito County covers 1,388 square miles. San Benito County has the smallest population of the tri-county area, with 58,267 residents and a growth rate of 5.4% since 2010. The largest city in San Benito County is Hollister, which serves as the county seat. Hispanic/Latino residents represent the largest ethnic group (58.3%), followed by whites (36%), Asians (2.6%) and African-Americans (1.3%). A language other than English is spoken at home by 39.2% of residents age 5 or older, and a fifth of the population (20.5%) was born outside the U.S.

Compared to its overall population, San Benito County has the highest percentage of children in the tri-county area (26.8%) and the smallest percentage (11.4%) of people over 65. There are more than 17,000 households in the county with about 18,000 housing units. The median household income is the highest in the tri-county area at \$67,874 and the poverty rate is the lowest (14.1%). More than three-quarters of residents age 25 and older (77.9%) have high school degrees or higher, but the county has the lowest percentage within that age group in the region for having bachelor's degrees or higher.

Top industries include agriculture and health care.





SANTA CRUZ COUNTY

Santa Cruz County covers 590 square miles with an estimated population of about 271,804 people, a figure that has estimated to have grown 3.6% since 2010. The largest city in Santa Cruz County is Santa Cruz, which is the county seat.

The ethnic makeup of Santa Cruz County is 58.2% white, 33.2% Hispanic or Latino, 4.8% Asian and 1.4% African-American. About a third of residents (31.6%) speak a language other than English at home. Nearly one-fifth (18.2%) of the population is foreign born. The percentage of the population under age 18 is 20.1%, while residents over 65 represent 13.5%.

There are more than 94,000 households in Santa Cruz County and about 105,000 housing units, nearly 60% of which are owner occupied. The median household income is \$66,923. Most residents over the age of 25 have high school degrees or higher (85.5%) and about a third, or 37.5%, have bachelor's degrees or higher. About 16% of residents are estimated to live in poverty.

Top industries in Santa Cruz County include tourism, agriculture and education.



OUTREACH PLAN

Development and implementation of a communications outreach plan that reaches a three-county region in a relatively short time frame requires excellent research, strategy, planning and execution. The most effective and compelling communication channels must be prioritized in order to maximize communication and education goals to reach audiences.

It will be imperative that the MBCP narrative, and its value proposition including features and benefits, be compelling, understandable and attractive to residents.

To reach target audiences where they live, work and play, MBCP outreach must be tailored to resonate in the various cultural/political "microclimates" that exist throughout the region.

TARGET AUDIENCES

For Phase 2 (April 15-October 31), which represents implementation of the plan, a two-track approach will be implemented:

- Education and consensus-building among elected officials, public sector staff and key community leaders through presentations and one-on-one meetings, backed by essential support materials that will tell the MBCP story, features and benefits.
- 2. Awareness-building with the general public across the region through compelling collateral materials, social media, earned media coverage and participation in community events.

Direct engagement coupled with outreach to community members and constituents will help position the project for future success.

in addition to the public at large, the following audiences have been identified as key targets:

- Elected Officials & Senior Staff
- Business Groups
- Environmental Groups
- Agriculture-Related Organizations
- · Community Service Groups
- Neighborhood Groups
- Faith-Based Congregations
- · Latino Organizations
- Senior Groups

- Labor Groups
- Higher Education
- School Districts
- Special Needs-Related Organizations

COMMUNICATION STRATEGY

SURVEY OF KEY STAKEHOLDERS

- Survey to target a well-balanced group of 30-50 key influencers representing various constituencies, organizations and sectors across the region.
- Input to be requested from city managers and County CAOs.
- Survey instrument to be electronic and based on a "Survey Monkey" model, with targets to be secured via email and phone before receiving the survey via email.
- Will fulfill grant requirement.
- Results will inform messaging and strategy.





DEVELOPMENT OF MESSAGING

Messaging serves as the framework around which all public outreach and communication activities are built. Identifying MBCP key messages is an essential component of the Community Outreach Plan.

- The MBCP narrative and messaging must be compelling and accessible to a wide range of target audiences.
- Messaging will be able to be tailored to resonate in the various cultural/political "microclimates" that
 exist throughout the region.
- Existing messaging will be evaluated and evolved for use moving forward.
- Messaging will reflect input from Stakeholder Surveys.
- A standardized "boilerplate" description of MBCP will be developed for use in press releases, etc. in order to ensure consistency in how MBCP is described.

OUTREACH TOOLS

MBCP BRANDING

The existing MBCP name and logo will be retained for the outreach project. Other branding strategies include:

Tagline

A tagline will be developed to succinctly describe MBCP. The tagline will complement the logo and will be included on all external communications.

Identity Package

A MBCP identity package will be developed, including business cards for five people, digital letterhead and Word templates for a press release, backgrounder and fact sheet.

Presentations

Two existing PowerPoint presentations will be updated.

Brochure

A brochure will be produced to be used as a leave behind at one-on-one meetings, community events and tabling opportunities. Content may include elements such as key messages, background, timeline, infographics, quotes from key influences and early adopters, timeline, contact info, photos. Proposed design is an accordion-fold brochure that includes English and Spanish content – six panels for each language.

Signage

Banners: Two vertical pull-up banners and two horizontal vinyl banners will be produced for use at events. Tablecloth Banners: Two tablecloth banners will be produced for use a tabling events.

Poster Boards: To be produced as needed for events for use at entrance areas, etc.

Information Kit

Information kits will be produced in English and Spanish for use as a leave-behind for one-on-one meetings, as well as other meetings (such as with reporters) as needed. Recommended kit components include: fact sheet, backgrounder, Q&A/FAQ, list of supporters, brochure, sample of a customer bill and press releases.





Website

The MBCP current website will be updated, including redirection to a more intuitive URL, layout and content. The goal for the website is to provide the public and decision makers with essential news and information about the past, present and future of the CCE project. Additional CCE agency names will be proposed and related URLs reserved for the future JPA's consideration.

OUTREACH ACTIVITIES

MBCP-HOSTED EVENTS

Community Meetings/Study Sessions/Workshops

The study sessions will provide attendees with an in-depth look at Monterey Bay's proposed Community Choice Energy program. The study sessions will be presentation format and be approximately 2.5 hours long. The events will provide an overview of the project and will cover the mechanics of CCE, how it would work in the Monterey Bay region, results from the recently completed technical study and plans for moving forward. In addition to promotional activities targeting the general public, direct outreach will take place with senior staff from relevant local jurisdictions. Presenters will include CCE experts and staff.

The following dates, which are aligned with currently scheduled PDAC meetings, are proposed:

- May 24, 9:30 to 12 p.m. at the Monterey County Board Chambers
- June 9, 9:30 to 12 p.m. at the Santa Cruz County Board Chambers
- June 9, 3 to 5:30 p.m. at the San Benito County Board Chambers
- July 14, 1:30 to 4 p.m. at the Santa Cruz County Board Chambers
- Two additional events to be scheduled in Southern Monterey County and Coastal Monterey County

For the May 24 event, Monterey County-based AMP Media will be asked to record the event in English and Spanish (including translation services) for use on community TV and other potential outlets, as well as online. Video content may be segmented for use as shorter, downloadable videos.

Two additional, smaller community study sessions are envisioned for western and southern Monterey County, Dates are to be determined.

DRAFT PROGRAM

Welcome - Identify who for each meeting (15 minutes)

Monterey Bay Community Power regional collaborative process and program goals. Introduce elected officials & Project Development Advisory Committee members.

Community Choice Energy – Shawn Marshall, Director, Local Energy Aggregation Network Board member TBD – SCP or MCE (20 minutes)

How Community Choice Energy works.

Successes of existing California CCEs.

Results of the Technical Study - Pacific Energy Advisors (45 minutes)

Next Steps - MBCP Team (30 minutes)

Key Elements of CCE start up and Operations.

Monterey Bay Community Power partnership - Planning Timeline.

How to participate/stay informed.

Networking with Presenters (30 minutes)





2016 Monterey Bay Regional Climate Action Compact Annual Summit

In partnership with the Monterey Bay Climate Action Compact, the Summit will focus on the recent activities of the Compact, with special emphasis on the MBCP. MBCP-specific content will include a keynote speech on CCE, as well as materials, displays and other information about MBCP. Event will be ½-day, beginning in the morning. Tentative date: September 1 (location TBD)

Presentations To Community Organizations

Presentations about MBCP will be made to community organizations throughout the region. Lead presenters will include Brennen Jensen, Margaret Bruce and Marc Adato, each of whom is an expert on CCE. MBCP ad hoc committee members will provide perspective and consultation for specific organizations. Target organizations will be contacted to determine if an opportunity to present exists. Presentation formats and content will be adapted to each organization and may include PowerPoint and information kits. Goals for this strategy are to make presentations to 10 organizations in Monterey County, 5 in San Benito County and 10 in Santa Cruz County.

Monterey County Sample Targets

Carmel Chamber of Commerce

Marina Chamber of Commerce

Monterey Peninsula Chamber of Commerce

Pebble Beach Company

Moss Landing Chamber of Commerce

North Monterey County Chamber of Commerce

Pacific Grove Chamber of Commerce

Salinas Chamber of Commerce

Grower-Shipper Association

Rotary Club of Cannery Row

Santa Benito County Sample Targets

San Benito County Business Council

San Benito County Chamber of Commerce

and Visitors Bureau

Hollister Elks Lodge

Hollister Lions Club

Rotary Club of San Juan Bautista

Rotary Club of Hollister

Rotary Club of Carmel

Rotary Club of King City

Rotary Club of Monterey

Rotary Club of Salinas

Rotary Club of Seaside

Transition Aromas

Rotary Club of Carmel Valley

Monterey County Democrats

Sustainable Monterey County

Monterey County Business Council

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Sierra Club – Loma Prieta Chapter

San Benito County Democratic Central Committee

Santa Cruz County Sample Targets

Pajaro Valley Chamber of Commerce and Agriculture

Farm Bureau

Capitola/Soquel Chamber of Commerce

Santa Cruz Chamber of Commerce

Sunrise Santa Cruz Rotary

Santa Cruz Neighbors

Santa Cruz County Democratic Women's Club

COPA (Tri-County)



Tabling Opportunities

Tabling opportunities provide a chance for MBCP representatives to engage directly with the public at events hosted by other organizations. MBCP materials will be available for the public and the table/booth will have MBCP branding (banner).

Target Events

- Monterey Bay Economic Partnership Regional Summit (April 26, 2016)
- Santa Cruz County Fair (Sept. 14-18, 2016)
- San Benito County Fair (Sept. 29-Oct. 2)
- Monterey County Fair (Aug. 31-Sept. 5)

Others events such as Farmer's Markets, Open Streets events, etc. may be considered.

EARNED MEDIA (PRESS)

Media relations, publicity or "earned media" is an essential vehicle by which to deliver MBCP's key messages because it provides third-party validation of MBCP mission and goals, and establishes confidence by the public. A primary strategy will to engage with local and regional media to tell the MBCP story. Initially we recommend one-on-one meetings to (re)introduce the concept of CCE, MBCP and answer questions.

Press Releases

Press releases will be written, distributed and pitched to the media to generate press coverage of events, milestones, etc. Earned media opportunities supported by press releases include news and feature stories (print & online); radio and TV interviews; and calendar listings.

Media Protocol & Response

A media protocol will be created for use by PDAC members and associated staff and leadership in order to ensure message consistency, responsiveness and to prevent confusion. Elements of the media relations protocol will include:

- Identification of primary and secondary spokespersons
- · A rapid response policy for incoming reporter calls
- Commitment to relationship-building and honest dealing with reporters
- Monitoring of comments for online stories

Letter to the Editor

Individuals who have a positive view of MBCP may be asked to submit a letter-to-the-editor as a low-cost, high-impact way to deliver key messages in a personalized way. Goal will be at least two letters per month. Letter-writers will be supported with access to MBCP information as needed, as well as instructions for how to submit letters.

Op-Eds & Editorial Boards

Op-eds authored by MBCP representatives and experts will be pursued with local news outlets. Editorials boards present a unique opportunity to meet with news editors to increase understanding and clarifies key issues, with the goal of securing a positive editorial about MBCP. These opportunities will be pursued.



PSAs (Public Service Announcements)

PSAs offer an opportunity to deliver messages primarily via radio, and to some degree TV, per FCC requirements. PSAs will be written and submitted to stations. Stations are not obligated to run the PSA, but may choose to do so.

Media Outlets

The following news outlets, as well as others, will be the focus of news, letters-to-the-editor, op-ed, editorial board and PSA strategies:

Monterey County-Based

Monterey County Herald	Gonzales Tribune	KWAV-FM
Monterey County Weekly	Greenfield News	KDON-FM
Salinas Californian	KDRH-FM	KSEA-FM
Salinas Valley Chamber Business	King City Rustler	KTOM-FM
Journal	KRKC-FM	El Sol
Regional Small Biz Monterey Bay	Soledad Bee	KAZU-FM
Carmel Pine Cone	South County Newspapers	KRAY La Buena
Cedar Street Times	KCDC-FM/The Beach	KTGE Radio Tigre
KION TV	KHIP-FM/The Hippo	KMJV Radio Lobo
KSBW TV	KKHK-FM/BOB	KSE La Campesina
Carmel Magazine	KLOK-FM	Univision

San Benito County-Based

Hollister Freelance/	San Benito Today	BenitoLink
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Santa Cruz County-Based

Aptos Times, Capitola/Soquel, Scotts Valley Times Aptos Community News Boulder Creek Insider Cabrillo Voice City on a Hill Press Good Times Growing Up in Santa Cruz	Hilltromper KZSC-FM KSCO-AM KUSP-FM KPIG-FM My Scotts Valley Santa Cruz Life	Santa Cruz Mountain Bulletin Santa Cruz Parent Scott Valley Press Banner Santa Cruz Sentinel TechBeat La Ganga Register Pajaronian
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SOCIAL MEDIA

Social media platforms will be utilized to raise awareness and visibility for MBCP and support the goal to reach residents in the tri-county region. Platforms will include:

Facebook

Task 1: Optimize Page

- · Work with graphic designer to re-size cover photos to fit dimensions
- Ensure consistent "likes" with like-minded organizations, media etc.
- Update all content (including "About" section with updated MBCP messages).
- Refresh photos.
- Connect Facebook page to Twitter and YouTube accounts

Task 2: Monthly Content Calendar

- Create ongoing content plan/pattern of posts (upcoming events, relevant news coverage, factoids, etc.)
- Research MBCP materials for 3 posts per week
- Identify photos to accompany posts (possibly from existing MBCP resources)
- Coordinate edits/approvals from MBCP for scheduled posts using Google docs or other platform

Task 3: Facebook Cross-Promotion with Affinity/Partner Facebook pages

Direct outreach with MBCP partner sites for sharing posts/links (essential for building support).

Topics for Facebook posts will include: news, facts, events and content from other MBCP social media platforms.

YouTube

Videos will be posted as available and can be shared on Facebook, Twitter, Google+ and in an email newsletter. Appropriate videos for posting could include community media, educations/explanatory videos and MBCP promotional videos.

Twitter

- Auto-populate Facebook posts to Twitter account.
- Live tweet from community meetings.
- Provide login credentials to interested MBCP team members who would like to participate in sharing information on Twitter.
- Topics for Twitter posts could include news, facts, events and retweeted posts from like-minded organizations.

Google+

- Content can be sourced from all other MBCP social media channel.
- · Topics may include news, facts and event information.

Nextdoor

· Content to focus on news and information of interest at a neighborhood level.



Social Media Protocol & Additional Strategies

A monthly content calendar will be created, with posts to be scheduled primarily between 9am-12pm Monday thru Friday. User comments will receive a same-day response whenever possible. Controversial comments that require a response from MBCP will be subject to a collaborative process involving the project team. MBCP will like pages and posts by like-minded/affinity/stakeholder organizations including other non-profits, government, media, for-profit partners.

Additional Strategies

- MBCP will invite participation on website and through e-news
- MBCP will include Facebook icon on all digital and printed materials
- A budget of \$75/month will be used to promote the page, boost posts and promote event pages
- Video will be featured in posts, i.e. English and Spanish recordings of the May 12 MBCP event to be held in Monterey County

EMAIL NEWSLETTERS (E-NEWS)

Based on the existing platform and distribution list, a monthly email newsletter will include news, factoids, event details, commitments of support, upcoming events/news, policy updates, etc. Sign-ups for the newsletter can be promoted and gathered from a variety of sources including community events in order to build the distribution list.

Task 1: Optimize Newsletter

- Create a template for the newsletter that fits with the look and feel of other MBCP materials.
- Encourage newsletter signups via the website, Facebook, events and other outreach.

Task 2: Newsletter Publication Calendar

- Create an ongoing content plan for the email newsletter, including proposed publication dates and suggested content.
- Identify topics and content for newsletter articles, and photos to accompany the articles.

VIDEO

A video will be produced to bring MBCP to life in an engaging, compelling way. The video will be 2-3 minutes long, with two shorter "snippet" versions produce for use on social media. An additional mobile phone-based strategy will be explored, through which short (15-30 seconds), simple vignettes would be created to present testimonials about renewable energy. Intended uses for the videos, in addition to social media, include presentations, website content and public television. The lead video is envisioned to include a simplified and clear explanation of CCE and a humanized approach to explaining the benefits of CCE, while featuring footage shot in the MBCP region.



ADVERTISING

A modest investment in advertising is planned as a strategy to supplement other outreach strategies and deliver messages to a broader audience of the general public. Advertising will consist of two investments:

- Facebook advertising to promote the page and "boost" specific posts. Facebook advertising allows targeting based on geography and Facebook user interests (i.e. environmental causes, etc.).
- KAZU underwriting to promote the summit that is tentatively scheduled for September 1. KAZU is the
 public radio NPR affiliate for the Monterey Bay Area and includes a listening audience that will likely be
 interested in and receptive to the MBCP project.

WEBINAR

A webinar will be conducted to cover best practices from the outreach effort. Target audiences will include interested parties from throughout California, as well as local government staff and members of the public. The webinar will be offered as a "brown bag," 1-hour online program and will include two speakers.

OUTREACH TIMELINE

April

- · Finalize outreach plan
- Stakeholder surveys
- Messaging
- Video start

May

- Collateral materials and information kits produced
- Social media, website and email optimized
- Monterey County community meeting/ study session (May 24)
- Community presentations
- Media/press outreach

June

- Santa Cruz County community meeting/ study session (June 9)
- San Benito County community meeting/ study session (June 9)
- Additional Monterey County study sessions
- · Community presentations
- Media/press outreach
- Social media push
- Video completion

July

- Santa Cruz community meeting/ study session (July 14)
- Community presentations
- Media/press outreach
- Social media push

August

- Community presentations
- Media/press outreach
- Social media push
- KAZU underwriting

September

- Offset Project Annual Summit (Sept. 1)
- Media/press outreach
- Social media push

October

- Community presentations
- Media/press outreach
- Social media push

November

Best practices webinar



ESTIMATED BUDGET

Total Budget: \$91,000.00

Activity	% of Budge
MBCP-hosted events	18%
Branding and collateral materials	17%
Earned media	16%
Tabling opportunities	9%
Video	9%
Presentations to community groups	8%
Social media and email outreach	6%
Stakeholder survey and messaging	5%
Advertising	4%
Website	2%
Webinar	2%
Contingency	4%
	100%



SECTION I REGIONAL PROJECT DEVELOPMENT ADVISORY COMMITTEE Summary Report & Recommendations

Background

Formed in 2013, the Monterey Bay Community Power project is a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, San Benito and all 18 cities located within. The partnership also includes Monterey Bay Unified Air Pollution Control District, Salinas Valley Solid Waste Authority, and Monterey Regional Waste Management District. The purpose of the project has been to investigate the viability of establishing a local community choice energy (CCE) joint powers agency (JPA) within the region. Authorized by California legislation (AB 117 in 2001, amended by SB 790 in 2011), CCE allows counties and cities to pool their electricity load in order to purchase electricity or invest in energy projects and programs for local residents and businesses as an alternative to the existing utility provider, (PG&E.) Formal resolutions to participate in the project were passed by every jurisdiction during 2013, with each given the option of appointing a representative to the Project Development Advisory Committee overseeing the investigation.

Regional Project Development Advisory Committee (PDAC) Work and Process

After initial formation, the PDAC approved the County of Santa Cruz as the lead agency on behalf of the partnership to raise the funds and provide staffing. The 15-member PDAC hosted 26 public meetings from 2013 to the present, providing guidance and making key decisions with input from the Project Team and consultants. To ensure that the entire region had access to PDAC deliberations, the meetings have been rotated between the Monterey Regional Waste Management District Board Chambers in Marina and the Santa Cruz County Board of Supervisors Chambers in Santa Cruz. A project website was established in early 2013 to provide information, answers to frequently asked questions and post PDAC meeting materials and updates, montereybaycca.org.

By the middle of 2014, \$404,846 had been raised to conduct a Phase 1 Technical Feasibility Study, an analysis of the benefits and risks associated with creating a local CCE agency and a comparison of that information with the current rates and services provided by PGE. The study was completed in March 2016 and is included here in Section III and Appendix 4 of this information packet. The study reveals several favorable environmental and economic outcomes. These include local control over electricity rates and complimentary programs, a significant increase in procuring and generating renewable electricity for the region and the potential value of redirected revenue to benefit the local economy and create green jobs.

It is worth noting that the project funds raised were from private community and state resources, not from local government general budgets. The project's non-profit partner, the Community Foundation of Santa Cruz County (CFSCC), graciously accepted private donations for the project totaling \$25,607. The PDAC worked collaboratively with the CFSCC to provide oversight and accountability regarding how these funds have been spent. The remaining funds came from grants procured and managed by Santa Cruz County as the lead project partner. The grants awarded were from the California Strategic Growth Council (\$344,239), the World Wildlife Fund (\$30,000), and the UC Santa Cruz Carbon Fund (\$5,000).

The PDAC has collaborated with the Project Team on all elements of Phase 1 investigative work as outlined below. Members of the PDAC and Project Team and their affiliations are listed under "Acknowledgements" at the end of this report.

- Provided regular public meeting opportunities for community members to learn about CCE and have input into PDAC discussions and decisions;
- Developed a Phase 1 work and Project Team plan with goals and objectives;
- Assisted with the development of grant proposals and oversaw the CFSCC budget and expenditures;
- Tracked State legislative and regulatory activities affecting CCE investigation;
- Created the content, goals and objectives of the project website, community group educational presentations and regular update reports to county and city partners;
- Developed the scope and assumptions of the Technical Feasibility Study, the independent peer review and the qualifications and criteria for hiring the appropriate consultants;
- Gathered expert information, options and best practices regarding the phased formation work tasks, governance, executive staffing, and start-up financing;
- Scoped the qualifications and criteria for a professional consultant to develop a region-wide outreach communications program and designed the plan with the firm hired:

- Reviewed the contents of the Technical Feasibility Study and all other information and recommendations contained in this packet; and
- Guided the next steps to complete Phase 1 work and assisted the MBCP county and city partners in their deliberations regarding CCE-JPA formation.

This packet is a culmination of the PDAC's work over the past few years, providing each county and city partner the information needed to decide whether to participate with partners in the next steps toward forming a regional CCE-JPA. The PDAC has assembled a complete public record of all committee deliberations, which are posted on the website, montereybaycca.org. The PDAC will continue to meet during 2016 until Phase 1 work is concluded and a CCE ordinance has been considered or approved by interested county and city partners.

Phase 1 Project Status, Next Steps and Phase 2 Formation Work

Phase 1 Project Status and Next Steps:

To recap, in this first phase, the PDAC has conducted an initial exploration of CCE program viability and has overseen the development of a technical study. Community engagement strategies have been implemented, and will continue, to educate the affected energy customers and lay the foundation for Phase 2 formation work. Over the next 6 months, the PDAC will steer completion of Phase 1 that will include hosting a series of public workshops and special study sessions to be attended by PDAC representatives, elected officials, county and city executive staff, project staff and CCE experts from around the State. The PDAC has also formed two subcommittees that will meet on an ad hoc basis to discuss governance, executive staff and start-up financing options. The end result of Phase 1 will be the decision to form a CCE-JPA governing Board after start-up financing has been determined and recruitment has begun to hire a chief executive to manage Phase 2 work. The next steps and timeframe to complete Phase 1 work are:

- April 30, 2016: All MBCP county and city partners will receive this information packet with PDAC recommendations regarding best practices and next steps.
- May 24 and June 9th: The PDAC will host three special public study sessions for county and city electeds and executive staff to review and discuss the technical study with the consultants as well as options regarding governance, start-up financing, and formation:
 - May 24- 9:30 am to noon Monterey County Board Chambers- Salinas
 - June 9- 9:30am to noon Santa Cruz County Board Chambers Santa Cruz
 - June 9- 3:00 pm to 5:30pm- San Benito County Board Chambers- Hollister
- County and cities interested in forming a CCE-JPA may join an ad hoc subcommittee comprised of executive staff who will develop a formation proposal for Board of Supervisors and City Councils' consideration on or before September 15, 2016, (target date.) Professionals who have experience in retail electricity services, program design, finance, wholesale purchasing and renewable resource development will assist this work.

- May through October: A comprehensive regional outreach and communications program to engage and educate the community at large will be implemented by a professional consulting firm.
- August through October: County and city governing Boards will consider the ad hoc subcommittee formation proposal and adopt ordinances and agreements with other early adoptive partners.
- October 31, 2016: A regional CCE agency joint powers governing Board will be seated and a final selection for the CEO position is made. The CEO hires staff and Phase 2 begins.

Phase 2 Formation Work:

This phase involves program design, soliciting energy procurement services, seeking CPUC approval of an implementation plan, executing a service agreement with PG&E, and expanding community engagement. Agency staff will also complete all remaining legal requirements, enroll customers and prepare to launch an independent operation. Appendix 5 has a more detailed proposed formation work plan for the Monterey Bay Community Power partnership. The end result of Phase 2 work will be to launch (i.e., provide power to customers) no later than September/October, 2017. Note that all start-up costs are reimbursable with interest after program launch through ratepayer revenues.

PDAC Recommendations- Feasibility, Formation and CCE Best Practices

Feasibility Recommendation:

The prospects for CCE programs in California have improved significantly in recent years as a result of many factors:

- The success of Marin Clean Energy and Sonoma Clean Power in providing their communities with greener power at prices competitive with PG&E while investing considerable surplus funds into local renewable energy and energy efficiency projects that created local jobs;
- Favorable wholesale energy market conditions, resulting in relatively low cost power;
- Recognition that a CCE program can be self-supporting for meeting climate action plan objectives and other local public policy goals;

- The reduced market costs of renewable power and improvements in renewable technologies; and
- The development of expertise, best practices and an expanded vendor base to serve CCE programs.

The Monterey Bay Community Power (MBCP) partnership formed in 2013 as the first tricounty/18 city effort in the State. Since then, two CCE agencies have launched (Sonoma Clean Power and the City of Lancaster) and many more communities are actively pursuing CCE formation, including the counties of Alameda, Butte, Contra Costa, Humboldt, Lake, Los Angeles, Mendocino, San Bernardino, San Diego, San Luis Obispo, San Francisco, San Mateo, Santa Barbara, Santa Clara, Venture and Yolo, as well as the cities of Davis and San Diego.

The analysis and outcomes from the technical feasibility study as well as all of the Phase 1 investigative work undertaken for the past three years indicate that establishing a successful CCE agency within the Monterey Bay Region is highly feasible with a wide range of options.

Formation Recommendations:

- (1) Next Steps All MBCP counties and cities are strongly encouraged to participate in one or more of these next steps to determine their interest in becoming an early adoptive partner in forming a regional CCE-JPA agency:
 - Attend the public special study sessions hosted by the PDAC starting in May and continuing through June that will focus on the technical study results, governance, executive staffing and start-up financing options and best practices. At these meetings, executive staff from successful CCE agencies and other experts will be in attendance to assist interested county and city representatives. (See page 3 of this report for the schedule.)
 - Request a Board or Council general presentation to determine further interest. For more information or to schedule a meeting, contact Gine Johnson, Office of Santa Cruz Supervisor Bruce McPherson, at (831) 454-2200, gine.johnson@santacruzcounty.us.
 - Send a Board representative and/or executive staff member to the PDAC's ad hoc subcommittee meetings. Two subcommittees, Governance and Finance, will meet in parallel with the public special study sessions to develop a formation proposal. Recommendations to the governing Boards of early adoptive county and city partners will be forwarded on or before September 15. To attend these meetings, contact the PDAC Chair, Nancy Gordon at (831) 454-2714, nancy.gordon@santacruzcounty.us.
- (2) Decision Deadline: Once a formation determination has been made, the PDAC recommends that the CCE-JPA agency be established on or before October 31, 2016 for several important reasons:

- The best window of opportunity to launch a CCE agency (i.e., actually provide power to customers) has proven to be between April and October as a "best practice." Even after a CCE-JPA is established, additional formation tasks must ensue which may take up to 12 months, so to make the recommended "launch window", interested partners should form no later than one year in advance.
- Efforts to undermine the ability of local governments to justify forming CCE agencies are continual through the legislative and regulatory processes. Even though these efforts have not succeeded so far, it may just be a matter of time. If these efforts are eventually successful, CCE agencies that have already been formed will be able to continue unimpeded.
- In order to form a CCE agency, county and city partners must first agree on governance, start-up financing and executive staff recruitment. This process typically took California's established CCE agencies three to four months to accomplish. The deadline of October 31 gives early adoptive partners up to six months to make a final decision. County and city partners that do not make a decision by October will still have the option to join the CCE-JPA at a later date.

CCE Best Practices Recommendations: New CCEs can mitigate risk and ensure best practices by learning from the experiences of operational CCE agencies. In addition to the technical study, Section III of this information packet includes an overview of regulations as well as information and lessons learned from other multi-jurisdictional CCE agencies regarding structure, governance, financing and program phasing. The PDAC spent countless hours reviewing and discussing this information with statewide CCE experts and recommends the following best practices be considered by MBCP county and city partners as they contemplate formation:

- MBCP county and city partners as possible. The economy of scale relative to procurement buying power, start-up and long-term financing and other operational considerations makes a compelling case for a regional agency. Given the nature and technical complexity of running the business of a CCE program, the PDAC also recommends that the agency not be embedded in an existing government entity, but be formed as a stand-alone joint powers agency. Further, the PDAC does not recommended that an existing CCE-JPA be joined for a fee as the economic and job creation benefits to the Monterey region would be considerably diminished. However, "back-end" turn- key administrative services that have a proven operational track record are readily available to newly formed CCEs and should be accessed to streamline start-up and operational tasks and costs.
- Governance –STILL BEING DRAFTED BY THE PDAC–
- Start-up Financing & Payback Period There are many options to providing the capital for Phase 2 formation work, but the most straight forward path is for one of the main partners to provide all of the funding, or guarantee a private loan, which can be paid

back with interest once the CCE agency begins to generate revenue from ratepayers. Although a cost-share strategy is often used in starting a joint powers agency, this requires additional time and contractual work in what is already a complex formation process. However the start-up is financed, the CCE governing Board should aim to pay it back as soon as it is financially feasible.

- Guiding Principles The PDAC recommends strategic and operational alignment with these principles:
 - Serve community goals and local policy objectives, including greenhouse gas reductions and increased statewide and local renewable energy supply.
 - Control and safeguard customer revenues to ensure long-term financial viability and local government ownership, even when power supply costs fluctuate.
 - Offer competitive rates and choice in customer electricity services that does not include the use of unbundled renewable energy credits, coal or nuclear resources and prioritizes in-state renewable contracts as is financially viable and available.
 - Strive to build out the local renewable generation infrastructure as soon as it is financially feasible.
 - Pursue long-term power procurement strategies and local power ownerships that hedge future market risk and incorporate diversity of energy suppliers, technologies and products.
 - Plan for long-term financial viability through integrated resource planning, in-house fiscal management, transparent rate setting and policies that build program reserves. Building robust reserves enhances the agency's credit rating, lowers the cost of procurement and increases the viability of issuing future bonds for projects.
 - Maintain a firewall between the assets and liabilities of the CCE agency and those of municipal general funds.
 - Adhere to applicable statutory and regulatory compliance requirements.
 - Implement effective risk management practices and ensure transparency and accountability to the local community and oversight agencies.
 - Offer complementary programs that serve community interests such as feed and tariff, net-metering, comprehensive energy efficiency retrofits, demand response, community solar, electric vehicle charging, battery storage, as well as support for

local training programs in both the private and public sectors and research/development of emerging technologies.

- Establish criteria for the use of surplus revenues that ensures geographic equity and adheres to economic justice principles.
- Define criteria for selecting energy procurement vendor(s) that aligns with the region's sustainability and economic vitality goals.
- Develop a long-term strategic goal of regional energy self-sufficiency by building out local renewable generation projects using local workers making prevailing wages.
 Establish a definition of "the use of local workers" and adhere to established local government definitions of "prevailing wages."

ACKNOWLEDGEMENTS

The Project Development Advisory Committee would like express tremendous gratitude to the respective County Boards, City Councils and Joint Powers Agencies within the Monterey tricounty region for participating in this project and embracing regional collaboration on an initiative that holds such significant potential for meeting economic and environmental goals.

Thank you to the PDAC members, lead partner Santa Cruz County, the Project Team and Ambassadors as well as the professional consultants who worked tirelessly for more than three years to investigate community choice energy and provide education to stakeholder groups. We express our thanks and appreciation as well to the two working groups of local volunteer experts and stakeholders who assisted the Project Team (see Appendix 1.)

This project would not have been possible without the fiscal sponsorship of the Community Foundation of Santa Cruz County (CFSCC) accepting donations from generous members of the community. Our sincere thanks to the CFSCC Board and executive staff, and especially to all of the Monterey Bay CCA Fund donors (see Appendix 1.)

Grant support from the California Strategic Growth Council, the World Wildlife Fund, and the UC Santa Cruz Carbon Fund was critical to completing this project, for which the committee is sincerely appreciative.

Finally, to the staff of Marin Clean Energy and Sonoma Clean Power, thank you for your technical assistance, generosity and for paving the way for the rest of the California to follow in your footsteps.

Project Development Advisory Committee Members

Nancy Gordon, Chair, Santa Cruz County

Richard Stedman, Vice-Chair, Monterey Bay Unified Air Pollution Control District

Daniel Bertoldi, Monterey County

Ross Clark, City of Santa Cruz

Tim Flanagan, Monterey Regional Waste Management District

Rich Grunow, City of Capitola

Chris Khan, City of Salinas

Nancy Lockwood, City of Watsonville

Patrick Mathews, Salinas Valley Solid Waste Authority

Larry Pearson, Pacific Cookie Company, Business Sector Representative

Adam Goldstone, San Benito County

Taylor Bateman, City of Scotts Valley

Jim Bogart, Grower-Shipper Association- Central CA, Ag Sector Representative

Ray Friend, City of Hollister

Roger Grimsley, City of San Juan Bautista

Project Team Members and Ambassadors

Gine Johnson, Office of Santa Cruz Supervisor Bruce McPherson

David Carlson, Santa Cruz County Planning Department

Carol Johnson, Santa Cruz County General Services Department

Julia Holl, Office of Assembly Member Mark Stone

Kris Damhorst, Volunteer Project Team Member/Ambassador

Matt Farrell, Volunteer Project Team Member/Ambassador

Brennen Jensen, Volunteer Project Team Member/Ambassador

Joel Kauffman, Volunteer Project Team Member/Ambassador

Martin Carver, Volunteer Project Team Member/Ambassador

Marc Adato, Volunteer Project Team Member/Ambassador

Abby Young, Volunteer Project Team Member

Laurie Talcott, Volunteer Ambassador

Beverly DesChaux, Volunteer Ambassador

Jackson Damhorst, Volunteer Ambassador

Consultants

Local Energy Aggregation Network (LEAN) – General Strategy & Assistance Miller Maxfield – Communications and Outreach

Pacific Energy Advisors - Technical Feasibility Study

MRW Associates - Independent Peer Reviewer

Comments on Feasibility Study
Ross Clark, PDAC member for the City of Santa Cruz - 4/14/16

It is well agreed that the paramount intention of establishing a Community Choice Energy district for the Monterey Bay is to provide cost competitive electric power generated from a greater proportion of renewable energy (and lower carbon content) than the industry standard (Santa Cruz County Climate Action Strategy).

Secondary economic, environmental and socioeconomic objectives of the MBCP have been discussed but have yet to be clearly articulated or integrated into the financial analysis that will drive the establishment of this district. These objectives include increasing the number of renewable energy projects within the partner jurisdictions, supporting and partnering with the local solar industry to expand solar generation among all sectors of the community, creating energy efficiency programs that better serve our local residents and businesses, and addressing and accounting for secondary environmental implications of switching to alternate energy generation at an industrial scale.

Prior to adoption of the Feasibility Study:

- Secondary environmental and socioeconomic objectives: The secondary objectives of the MBCP (local buildout of solar generation, competitive FIT and NEM programs, management of distributed generation within the tri county area) should be discussed, financial implications examined, and local solar objectives codified (for inclusion within the CCE charter) prior to finalization of the feasibility study and adoption of this program by local municipalities.
- 2. Increase projected local generation portfolio within economic analysis: The PDAC motioned that NEM and FIT programs be evaluated within the core of the feasibility study. FIT programs are included within the analysis but at a far lower level than what many anticipate and have strived to achieve. Similarly, cost projections for FIT energy are low and therefore will limit the types of projects that would be viable within this district (limiting parking canopy projects specifically). The most effective CCE customer satisfaction strategy is to retain cost parity while demonstrating aggressive investments in local renewable energy. The aggressive expansion of roof top and parking canopy solar construction is critical for strong support of a local power company. Therefore the long term portfolio analysis (table 5) should be updated to better reflect local buildout goals. I recommend that the capacity goals of FIT be increased from 5mW to 20-25mW for each tie period. Further, assumed price of electricity from these projects is unnecessarily low and limits the types of projects that would be selected for construction. Assumed average price for local solar projects

should be increased (i.e. 11.5c/kwh, 10c/kwh and 9c/kwh) for each time horizon based on data from local solar expansion studies currently underway by Optony for many of the partner municipalities.

Currently there is little information on how costs of NEM programs (that meet or beat PGE programs) will impact economics of the district. The study would be improved if the study assumes that 10% of CCE customers install solar and therefore switch to a NEM program by 2020.

- 3. Establish Scenario 4: The three portfolio scenarios provide a range of energy sources to meet carbon reduction and cost objectives. A fourth scenario should be created that integrates carbon reduction and cost reduction objectives (scenario 1-3) with local buildout goals referenced above (approx. 100mW by 2023). By combining the cost effectiveness of some energy sources referenced in Scenario 3 with a more aggressive expansion of local generation, cost parity and local renewable expansion should be viable.
- 4. Identify fiscal benefits of MBCP led projects to purchase, finance, and formation of public private partnerships to drive local project development: The City of Santa Cruz constructed a 350kW solar parking canopy project in 2012 by forming a public private partnership that required little investment by the city. The average cost for electricity is 14c/kWh for the life of the project. With continued reductions in solar panel prices, a similar project should cost less than 11c/kWh. MBCP should establish the taskforce/committee needed to develop these types of project in collaboration with member jurisdictions.

Assumptions within the Feasibility Study that independent development and ownership of generation resources be postponed for "longer-term" planning horizons is counter to the goals of many participating jurisdictions and many within the community. MBCP owned and partnered renewable energy projects should be a short term goal and financial guidelines be established for such projects that ensure that other MBCP fiscal concerns (bond rating, revenue savings) are met.

5. <u>Taskforce Driven Attainment of MBCP Objectives:</u> The responsibility of meeting the secondary goals of the CCE would best be made within a sanctioned taskforce that allows representation of all municipal and district members of the MBCP, as well as local solar industry and public representatives. Decisions regarding how the MBCP will support local residential and commercial renewable energy buildout can best be made within a taskforce that presents proposed buildout strategies to the governance board.

In conclusion, currently this feasibility study does not fully meet the needs of our community.

Many within the community see the formation of the MBCP as an opportunity to establish a different and more sustainable electricity generation business model that focuses on locally generated/distributed generation. These objectives should not be set aside and addressed at a later date once the CCE business model is solidified, but rather should be identified as the core of the MBCP business model and the strategy to achieve these objectives should be studied within the feasibility study.



MONTEREY BAY CENTRAL LABOR COUNCIL, AFL-CIO

931 E. Market St, Salinas CA 93905 831-444-5060

www.mbclc.org

RESOLUTION TO ENSURE THE MONTEREY BAY COMMUNITY POWER (MBCP) CONTAINS LANGUAGE SUPPORTING THE ENVIRONMENT, LOCAL UNION JOBS, AND THE LOCAL **ECONOMY**

WHEREAS, in 2002, the California Legislature passed and Governor Gray Davis signed AB 117 creating the Community Choice Aggregation (CCA) concept which permits the procurement of electricity by local governments for its residents and businesses; and

WHEREAS, California's Renewables Portfolio Standard (RPS), first established in 2002, accelerated in 2006 and broadly expanded in 2011 and extended further in 2015, is the single most ambitious and effective renewable energy standard in the country; and

WHEREAS, in 2002, AB 117 created Community Choice Aggregation (CCA), which permits the procurement of electricity by local governments for its residents and businesses; and

WHEREAS, the Monterey Bay Central Labor Council, AFL-CIO (MBCLC) has previously passed a resolution in support of a Worker Friendly CCA agency which calls for the inclusion of local renewable energy projects to benefit local workers, economy, and environment; and

WHEREAS, under California law, electric utilities, electric service providers and community choice aggregators must increase procurement from eligible renewable energy resources to 50% of total procurement by 2030; and

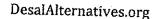
THEREFORE, BE IT RESOLVED, that the MBCLC hereby urges the Santa Cruz Board of Supervisors to allow eligible employees of the newly formed Monterey Bay Community Power (MBCP) Joint Powers Agency to form a union, through card check neutrality and recognition; and

BE IT FURTHER RESOLVED, the MBCLC urges the same government jurisdiction above to adopt a project labor agreement or community benefit agreement exclusively with the Monterey/Santa Cruz Counties Building & Construction Trades Council for any construction of renewable energy generating facilities built directly or through a power purchase agreement, and for energy efficiency work in order to promote and enhance local employment, the local economy, and our local environment; and

BE IT FURTHER RESOLVED, the MBCLC urges the same government jurisdiction above to minimize the use of Renewable Energy Certificates (RECs) and to develop a plan to phase-out the use of RECs over a short period of time in order to promote local construction, enhance local renewables, and drive down local emission of greenhouse gases; and

BE IT FURTHER RESOLVED, the MBCLC urges the same government jurisdiction above to be transparent throughout the implementation and education process with consumers and the general public.

Adopted April 6, 2016





April 14, 2016

Monterey Bay Community Power Project Development Advisory Committee

Dear Committee Members,

Thank you for giving your time in forming a Community Choice Aggregation for Santa Cruz and Monterey Counties. This effort is a regional milestone on the road to eliminating fossil fuels from our electric power generation.

We hope that your recommendations for the new organization include the goal of 100% renewable energy generation within the shortest feasible time. We believe that public support for Community Choice Aggregation depends on the CCA's commitment to provide green power.

Unfortunately, the reputation of green power has been tainted by strategies that claim to be "green", but fall short of those claims in reality. One example is Renewable Energy Credits. A Business Week cover story in 2007 entitled "Little Green Lies" reported, ""Often the Renewable Energy Credit trade seems like little more than buying and selling bragging rights, rather than incentives that lead to the construction of wind turbines and solar panels."

In order to win and sustain public support, it is critical that the new CCA be devoted to providing bona fide renewable energy. We suggest that the utility publish a time frame for achieving its renewable power goal. We also recommend that the governance of the new utility be comprised of citizen oversight at the highest level.

Sincerely,

Rick Longinotti, Co-Chair

Rich Consmitt



SANTA CRUZ COUNTY GROUP

Of The Ventana Chapter
P.O. Box 604, Santa Cruz, CA 95061
https://ventana2.sierraclub.org/santacruz/e-mail:sierraclubsantacruz@gmail.com

April 18, 2016

Santa Cruz County Board of Supervisors 701 Ocean Street, Room 500 Santa Cruz, CA 95060

Subject: Sierra Club Supports Community Choice Aggregation for Local Public Renewable Energy

Santa Cruz County Board of Supervisors -

The Sierra Club has a long history of advocating for Renewable Energy Technology and Solar Electric Technology in particular. Community Choice Aggregation (CCA) is a relatively new tool for bringing renewable technologies to local communities and the Club has been very active in its promotion and related legislation especially at the State Level. We are very excited about the prospect of a local CCA initiative here in Santa Cruz, San Benito, and Monterey Counties as part of the Monterey Bay Community Power Initiative (MBCP).

CCAs are an excellent tool when properly implemented, but can fall short of their promise if not done right. We urge the Board of Supervisors to support the Initiative with the following comments and clarifications in the program:

- Renewable Energy Credits, or RECs, are a powerful tool for "selling" the green attributes of an energy portfolio. However, it is vital to our local environment that we generate and consume our own renewable energy right here in our County. RECs should be used at a minimum as part of the Initiative. We understand the desire to use them to provide start up funding, but we would encourage the County to avoid this approach. If this truly is the only way to get the program off the ground, any RECs should have a timeline to phase out
- Transmission losses account for a significant portion of losses on the electrical grid. As much as possible the CCA should build and rely on local renewable energy sources and plants. The San Rafael Airport in Marin County, part of Marin Clean Energy, is an excellent example of how to maximize local roof space to bring significant local energy production capacity online.

- Generating a larger share of our energy from renewable sources is key, but we also need to focus on reducing consumption as much as we can. The initiative should be strong on energy efficiency measures so that while we increase our capacity for renewable energy production, we are simultaneously reducing our total energy demand. New energy efficiency technologies can drastically reduce energy demands in our communities. Let's invest in our communities to ensure that we don't waste our limited resources.
- Some CCAs have come under fire for poor management and lack of transparency. Our local initiative needs to be set up to provide full transparency from the beginning to ensure that the program is providing the maximum benefit to our local community, as well as our local environment.
- 100% Public ownership. The City of Lancaster's Program is a good example of this.

We are eager to see progress in getting our local program off the ground, and hope that the Board of Supervisors will support the initiative with consideration of the points above.

Sincerely,

Greg McPheeters Chair, Santa Cruz Group, Sierra Club







California CCA Quarterly Update | April 2016

California has three operational Community Choice Aggregators (CCAs): MCE, Sonoma Clean Power (SCP), and Lancaster Choice Energy (LCE). Clean Power SF is scheduled to launch service in May 2016. Each CCA chooses the sources of electricity while the utility continues to provide electric delivery services. CCA was enabled by Assembly Bill 117 in 2002, to allow local municipalities to take control of their energy supply.

Mich

MCE serves approximately 171,000 customers in Marin County, unincorporated Napa County, and the cities of Benicia, El Cerrito, Richmond and San Pablo. MCE offers Light Green 50% renewable energy and Deep Green 100% renewable energy.

MCE Opens Doors to Barbara George Learning Center

The grand opening of MCE's Barbara George Learning Center, an interactive space to learn and engage in energy-related activities and exhibits, coincides with Earth Day, April 22. Each year the Learning Center will explore a different theme, ranging from electric vehicles to sustainable agricultural practices and transportation. April named after Barbara George, a beloved and fierce advocate of MCE, this room was inspired by her environmental activism and passion for energy efficiency and renewables.

MCE Boosts Solar Installations

A whopping 51 megawatts of rooftop solar is already being generated by MCE customers who benefit from MCE's generous net energy metering program. By December 2016, more than 683,000 additional solar panels will have been installed in California to provide service to MCE customers.

Emissions Analysis Shows Huge Environmental Benefits

As reported to The Climate Registry, MCE's renewable energy services from 2010-2014 have resulted in greenhouse gas reductions of 122,102 metric tons, the equivalent of removing 25,700 cars from the roads for one year.

MCE Encourages Reform of Power Charge Indifference Adjustment (PCIA) Fees

The California Public Utilities Commission (CPUC) hosted a PCIA workshop where MCE presented a wide range of potential reforms to improve fairness and certainty surrounding the exit fee charged to CCA customers. A CPUC report is expected to be released that summarizes the workshop and comments from stakeholders.

MCE's Grant Accepted to Work Towards Zero Net Energy (ZNE) Communities

MCE, in partnership with Energy Solutions, EV Alliance, Olivine, ABM and the City of Richmond, was awarded a \$1.48 million grant from the California Energy Commission for the first phase of the Advanced Energy Communities solicitation. These funds will be used to create an integrated policy, planning, and program framework that will seek to transform the City of Richmond into a Zero Net Energy community using forward-looking policies that integrate energy, land use and transportation planning, and progressive municipal financing mechanisms.

SONOMA CIFAN POWER

SCP serves approximately 450,000 customers in Sonoma County. All Sonoma County cities have joined SCP, except for Healdsburg which has its own municipal utility. SCP offers CleanStart 36% renewable energy and EverGreen 100% renewable energy.

Mustang Solar Facility

SCP's new 70 MW Mustang solar facility in Lemoore, CA (Kings County) will begin producing power in April 2016, about 8 months ahead of schedule. For the first year, SCP will receive the entire 100 MW output of the single-axis tracking solar array, and then 70 MW for the remainder of the contract. This solar facility, developed by Recurrent Energy and constructed under a project labor agreement with IBEW Local 100, represents an increase of about 90% in Sonoma County's use of solar power.

NetGreen

Customers whose bills show an SCP generation credit of more than \$100 this month will receive checks for those excess credits in May under the NetGreen program. With all the cities enrolled and the continued growth of solar, staff anticipates to cash out approximately \$600,000 for the past year, an expense mostly offset by income from the sale of this energy to other customers.

SWITCH Electric Vehicle Grant

Electric vehicle classes are underway at the local junior high and high schools that were awarded SWITCH electric vehicle grants last year. A documentary film, expected to be completed by late summer, will showcase the educational opportunity in these classes, and help generate additional interest in the grant program for other schools.

Electric Vehicle Survey & Education

SCP hired ICF International to conduct background research into educational gaps and opportunities surrounding electric vehicles in Sonoma County. A survey has been developed to learn the level of interest, existing knowledge and potential barriers of electric vehicle ownership for the general public. This survey will be distributed to a randomly selected group of 1,600 households countywide over the next several months in both English and Spanish. Staff hopes to use the results of this survey to inform its educational and outreach efforts as well as future program design related to electric vehicles.

LANCASTER CHOICE ENFRGY

LCE launched Phase 1 in May 2015, which included all municipal accounts plus 197 early adopter accounts; Phase 2 launched October 1, 2015, which included all remaining customers. LCE offers Clear Choice 35% renewable energy and Smart Choice 100% renewable energy.

Lancaster Choice Energy Saves Customers over \$500,000 in First 6 Months

In October 2015, LCE launched City-wide service to approximately 52,000 customers with a 94% participation rate. Since then, LCE has saved its customers \$508,000 and provided cleaner electricity and quality service to Lancaster residents.

#SmartChoiceRevolution Opt Up Campaign

From April to June, LCE will conduct its #SmartChoiceRevolution Opt Up Campaign, encouraging residential and commercial customers to opt up to LCE's 100% Renewable Energy Program—Smart Choice. The LCE campaign will launch at the City of Lancaster's 2016 Poppy Festival and unveil the new mascot, "LED the Lightbulb," offering tips for energy efficiency and conservation, and enrolling customers in the Smart Choice program.

AVTA to be America's First Public Transit Bus Fleet to Go 100% Electric

Antelope Valley Transit Authority (AVTA), the local public transportation authority serving over 450,000 residents in Lancaster, Palmdale, and unincorporated portions of northern Los Angeles County, is on its way to becoming the first 100% electric public transportation bus fleet by 2018. LCE is providing AVTA with a special rate that will help lower operating costs passing the savings on to AVTA's riders.



<u> STATEWIDE UPDATE</u>

As of March 2016, more than 20 communities are investigating or actively pursuing CCA formation or membership including the counties of Alameda, Butte, Contra Costa, Humboldt, Lake, Los Angeles, Mendocino, San Bernardino, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz/ Monterey/San Benito (tri-County CCA), Ventura and Yolo as well as numerous

individual cities. The following is an update on communities that recently committed significant resources to CCA and are actively engaged in planning and program development.

San Francisco County

Clean Power SF has begun enrollment of their Phase I customers and will start service in May 2016, with Phase II enrollment to follow in November.

San Mateo County

Peninsula Clean Energy (PCE) is on track to begin serving customers this year. PCE, which will serve all of San Mateo County and its 20 cities, will begin customer enrollment in October 2016.

Santa Clara County & San Jose

The Silicon Valley Clean Energy Authority is set to launch in the Spring of 2017 and will serve the County and 12 cities. The City of San Jose is planning its own city-wide program, and will be issuing an RFP for CCA services in the next few months.

Northern California

On the north coast, the Counties of Humboldt, Lake, and Mendocino are in varying stages of CCA investigation and formation. Humboldt County is in the lead, forming their CCA under the administration of the Redwood Coast Energy Authority.

Southern California

The counties of San Bernardino and Riverside have undertaken a CCA technical study in cooperation with the Western Riverside, Coachella and San Bernardino Councils of Governments. CCA formation work continues in Los Angeles County and the City of San Diego expects to issue an RFP for their technical study this spring.

New Programs on the Way!

Additional program roll outs planned for 2017 include Monterey Bay Community Power (serving the counties of Santa Cruz, Monterey and San Benito), the City of Davis and Yolo County, and East Bay Community Energy (serving the County of Alameda and its cities).



Project Development Advisory Committee Governance ad hoc Subcommittee Report

Background:

On April 14, 2016, the PDAC approved forming an ad hoc subcommittee of four members to review the proposed governance recommendations to be included in Section 1 of the information packet. PDAC members Patrick Mathews, Tim Flanagan, Nancy Gordon, and Richard Stedman volunteered for the subcommittee. Assisting were Project Team members Gine Johnson, Carol Johnson, and David Carlson.

Process:

On April 21, the ad hoc subcommittee and staff met via conference call and reviewed the proposed language included in the first draft of Section 1. The conversation was aided by reviewing Section III, an overview of established multi-jurisdictional CCEs and lessons learned regarding best practices. As directed by the PDAC, the subcommittee also discussed the proposal from PDAC member Ross Clark regarding the formation of a "sanctioned taskforce" to "drive attainment of secondary goals," (see pages 29-31 in this agenda packet.)

Discussion:

Subcommittee members agreed that the governing structure should align with these principles:

- Consistent with the best practices learned from the successes and challenges of established CCE governing boards as outlined in Section III of the information packet;
- Equitably representative and aligned with population density and electricity usage within the region;
- A manageable number of board members with the ability to scale to accommodate later members;
- Primary members and alternates should be elected officials;
- Industry technical experts without a conflict of interest should be advisory to the Board;
- Structured similarly to an existing and well-accepted Monterey regional JPA board that has been serving the same partner counties and cities successfully for many years, the Monterey Bay Air Resources District.

Recommendations:

The subcommittee recommends that the PDAC review toward approval:

- The attached proposed governance structure and technical advisory committee structure that aligns with these principles, (Attachment 1 to this report, page 39); and
- The attached revisions to Section I and Section III of the information packet to reflect these findings, (Attachment 2, pages 40-42).

April 14, 2016 PDAC Meeting- Agenda Item #3- Governance ad hoc Subcommittee Report

ATTACHMENT 1 Recommended Governing Board Structure & Technical Advisory Committee Structure

Local Government Entity	# Members*	Appointed By
Monterey County	3	Monterey County Board of Sups
City of Salinas	1	Salinas City Council
Monterey Peninsula Cities	2	Monterey City Select Committee
Salinas Valley Cities	1	Monterey City Select Committee
Santa Cruz County	2	Santa Cruz County Board of Sups
Santa Cruz County Cities	2	Santa Cruz City Select Committee
San Benito County Supervisors	1	San Benito Board of Supervisors
San Benito County Cities	1	San Benito City Select Committee
Total:	13	

^{*} Each primary member should have an appointed alternate*

Totals:	13	766,836	3,222 MWh
San Benito County:	2 (15.4%)	58,792 (7.7%)	283 MWh (8.8%)
Santa Cruz County:	4 (30.8%)	274,146 (35.8%)	941 MWh (29.2%)
Monterey County:	7 (53.8%)	433,898 (56.6%)	1,998 MWh (62.0%)
Weighted Representation:	Votes	Population (2015)	Loads (year 3)

Technical Advisory Committee Structure:

- Comprised of technical and industry experts without a conflict of interest.
- One appointment per each Governing Board primary member.
- Advises on all aspects of the agency operations.
- Criteria for membership to be developed by the Governing Board.

Attachment 2

Proposed revisions to Section I, Summary Report and Recommendations:

- Governance To meet the diverse needs of the Monterey Bay region, the PDAC recommends a governance structure that aligns with these principles:
 - Consistent with the best practices learned from the successes and challenges of established CCE governing boards as outlined in Section III, pages 18-19;
 - Equitably representative and aligned with population density and electricity usage within the region;
 - A manageable number of board members with the ability to scale to accommodate later members;
 - Primary members and alternates should be elected officials:
 - Industry technical experts without a conflict of interest should be advisory to the Board;
 - Structured similarly to an existing and well-accepted Monterey regional JPA board that has been serving the same partner counties and cities successfully for many years, the Monterey Bay Air Resources District.
 - Section III, page 20 summarizes the specific governance board and technical expert advisory committee structure recommended by the PDAC. (page 20insert Attachment 1 of the Governance ad hoc Subcommittee report.)

Proposed revisions to Section III – pages 18 & 19:

Element	Currently practices of CCEs	PDAC Recommendation
Agency Purpose	CCE and energy related	CCE and energy related
	programs only.	programs only.
Municipal	Municipalities as full members.	Investigate further the pros
Membership	(Marin Clean Energy-MCE)	and cons of each approach.
	Municipalities as participants. (Sonoma Clean Power-SCP)	
Board Composition	1 member per jurisdiction. (MCE & SCP)	Board of 13 primary members (with alternates) comprised of elected officials
	Primary Board member is an	
	elected official. (MCE & SCP)	Recommended structure is automatically "scalable" to accommodate county & city
	Alternate is elected (MCE) or	members who do not initially
	may be appointed (SCP).	join the CCE/JPA.
Board Voting	Majority vote with an option to	Majority vote.
	call for a weighted vote (SCP).	Recommended structure is already weighted based on
	Majority and weighted vote combined (MCE).	load size and population.
Joint Powers	Power to contract, employ, acquire and maintain public works, incur debt and issue bonds, invoke eminent domain under certain conditions, adopt rules and regulations.	Power to contract, employ, acquire and maintain public works, incur debt and issue bonds, invoke eminent domain under certain conditions, adopt rules and regulations.
Withdrawal of Membership	MCE – Municipal accounts only; may be a fee for departing load due to stranded costs.	Option to remove all accounts with negotiated timing and payout agreement to cover
	SCP- Option to remove all accounts with negotiated timing and payout agreement to cover stranded costs.	stranded costs.

JPA Administration: Self-administered or outsourced?	MCP & SCP: Self-administered with option to contract for certain JPA functions.	Self-administered with outsourcing for certain "turn key" administrative functions that are readily available within the industry.
New county/city members joining the JPA after initial launch	Modest cost or no cost at the discretion of the JPA Board.	At the discretion of the governing board. Policies and guidelines should be established.
JPA Committees: Permissive or Required?	MCE- Permissive at discretion of the Board. SCP – Operations and Rate Setting Committees included in JPA agreement.	Permissive at the discretion of the Board after the need is identified and each committee's function is defined. Do not specify committee structure in the JPA agreement.
Technical Advisory Committee to the Board		However, a technical advisory committee of experts with no conflict of interest to assist the Board is highly recommended. Possible expert categories: energy procurement & industry experience; utility background; finance; environmental, clean tech or related policy and/or operational experience.
Cost Recovery for Advanced Start-Up Funds	Full cost recovery of start-up costs.	Full cost recovery of start-up costs, including all unfunded remaining Phase 1 activities as well as all Phase 2 formation work.
Board meeting frequency and location	Monthly meetings in one central location.	At the discretion of the governing board.



County of Santa Cruz

BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069 (831) 454-2200 • FAX: (831) 454-3262 TDD: (831) 454-2123

JOHN LEOPOLD FIRST DISTRICT

ZACH FRIEND SECOND DISTRICT **RYAN COONERTY** THIRD DISTRICT

GREG CAPUT FOURTH DISTRICT **BRUCE MCPHERSON** FIFTH DISTRICT

Meeting Date: April 19, 2016

Date:

April 13, 2016

To:

The Board of Supervisors

From:

John Leopold, Vice Chair

Subject:

Community Power Guiding Principles

As a member of the Board of Supervisors for the County of Santa Cruz, I recognize the critical need to reduce our community's carbon footprint to help provide a better future for our children and future generations. The reduction of Green House Gases (GHG) is a multifaceted challenge that we face every day when we make choices on our work location, transportation mode, food source, and even source of electricity. As a County Supervisor, I see my role to provide greater opportunities for my constituents and the larger community to make informed decisions about all of these GHG producing choices. Creating a sustainable community involves a sustainable economic system that protects our environment and supports local working families. With the prospect of joining the cities and counties of the Monterey Bay region in a local energy providing entity I feel it is important to set forth some guiding principles for how we as the County of Santa Cruz seek to operate within this still forming entity.

As a community we hope that this new Community Power Entity will strive to provide the following:

- a) A cost competitive choice of power providers;
- b) 100% renewable energy as soon as is economically feasible;
- c) An increase of local control over energy rates and other energy-related matters;
- d) Provide electric rates that are competitive with those provided by the incumbent utility;
- e) Prioritize the use of local and regional renewable energy certificates (RECs) and phase out RECs from outside the region as soon as is economically feasible;
- f) Renewable energy only tied to its renewable energy attributes (NO unbundled
- g) Locally reduce greenhouse gas emissions arising from electricity use in the County:
- h) Increase local and regional renewable energy generation projects;

- i) Increase energy conservation and efficiency projects, programs, and incentives;
- j) Become locally and regionally energy self-sufficiency;
- k) Work with the local Building Trades to hire and train local workers;
- Improve the local economy and the lives of working families by implementing new local renewable power projects and energy conservation/efficiency projects;
- m) Encourage residential renewable power projects to include training and apprenticeship opportunities and provide prevailing wages for their employees; and
- n) Exceed expectations of transparency, honesty, and truthfulness.

Accordingly, I recommend that the Board adopt the attached "Community Power Guiding Principles" resolution and direct the Clerk of the Board to distribute the resolution as indicated.

Submitted by:

Attachments:

Resolution, Power Partnership



White Paper

Monterey Bay Community Power Governance

Summary

Question: how does Monterey Bay Community Power (MBCP) design an efficient governance structure with wide appeal throughout the economically and politically diverse Monterey Bay Region?

There are as many as 21 potential member agencies in the MBCP region, and if each agency were to be given a seat on the governing board, decision making could become hampered by parochial concerns as members vie for influence over a range of policy choices, procurement decisions, and pricing structures. In short, the potential for trouble exists, and how this issue is handled will largely determine the success of MBCP's ambitious experiment to establish community choice energy (CCE) across a multi-county region.

One potential approach to solving this governance conundrum is to be found in distributed renewable energy production. This paper argues that a small and efficient board is essential to the success of MBCP and that the logical tradeoff to deploying a small and efficient governing board over a large and diverse geographic region is to provide a guaranteed share of the renewable energy market to each participating jurisdiction. Such an approach would promote resiliency and regional equity by dispersing energy production—and its associated economic opportunities—throughout the three-county region. Given the financial stakes, such an approach could provide a sturdy rationale for local jurisdictions to limit their pursuit of political influence over the agency.

Regional Implementation

The first step should be to make every effort to launch MBCP as a regional entity, rather than on a county-by-county basis. While a staged roll-out is necessary to ensure that institutional capacity keeps pace with the demands of a growing customer base, the region as a whole is better served if such staging is done on the basis of customer class (i.e., residential, commercial, etc.) or percent of customer base across classes (i.e., 1/3rd of all potential customers) rather than on the basis of geography. For example, if it so chooses, some initial subset of King City customers should be able to enjoy the benefits of the Community Choice Energy (CCE) as early as Santa Cruz. This approach promotes regional cohesion and equity.

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Streamlined Decision Making

The second step should be to ensure that the MBCP organization is a model of efficiency and social responsibility that serves as an example to emulate across the state. A small governing board—from 9 to 12 members—weighted toward technocrats chosen for their expertise and organization savvy, is the best way to ensure that MBCP is able to efficiently discharge its considerable duties in the coming months and years.

Structural Equity

Finally, the question of equity must be addressed. While a streamlined governance structure allows for efficiency, it's small size offers limited ability to represent the broad range of economic and social interests that exist in the three-county MBCP region. One sure way to compensate for this shortcoming is to insure that the constitutional structure of MBCP guarantees a share of the renewable energy market to participating jurisdictions so that each has an opportunity to directly broker (or provide) electrical power from renewable sources. There are various ways to structure these guarantees, and three options are discussed below:

- Percent of Customer Base (Option 1) One simple approach to distributing benefits is to assign a portion of each jurisdiction's customer base to the local jurisdiction for its own opportunities. For example, every local jurisdiction could be allowed the opportunity to provide renewable power to five (5) percent of its own customer base under the MBCP umbrella. At five (5) percent market share, local jurisdictions could collectively develop up to 120 MW of renewable power in the three-county region that they then sell to customers at retail rates.
- By Customer Class (Option 2) Another approach to distributing benefits is to assign certain
 customer classes to the local jurisdiction. For example, MBCP could assign all government
 operations to the participating local jurisdiction, who in turn would have the option to lease or
 construct renewable energy projects to meet its own needs. Other classes that could be made
 available to the local jurisdiction might include commercial and industrial accounts. The MBCP
 could even be structured to provide residential service only.
- Assigned MWs (Option 3) A third approach is to assign some specified power generation potential to each participating jurisdiction. For example, MBCP could assign 5, 10, or even 20 MW of renewable power potential to each jurisdiction, perhaps using a sliding scale for small, medium, and large jurisdictions (e.g., under 20,000 population = 5 MW; 20,000 to 50,000 = 10 MW; over 50,000 = 15 MW).

Whatever guarantee is agreed upon, it should be encoded as an agency program in the foundational structure of MBCP and revisable only after an initial five-year start-up period lapses and with the concurrence of 2/3^{rds} of all participating jurisdictions.

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MBCP Success

The approach outlined above should benefit both MBCP and local jurisdictions.

- First, the approach is a win for MBCP. The MBCP would be better positioned to demonstrate
 the viability of its "regional CCE" concept and remain on track to be the largest CCE in the State
 of California. Furthermore, some reduction in MBCP's customer base would not be expected to
 affect the agency's ability to structure an organization capable of meeting financial goals and
 achieving participation rates.
- Second, the approach is a win for local jurisdictions. Promoting the use of city lands and other
 resources to generate renewable energy would provide an important revenue stream that could
 underpin a new financial model for city halls across the region.
- Finally, the approach could serve as an important regional or even national model for distributed renewable energy. Providing an umbrella under which community-based distributed energy can be propagated to provide a share of the region's energy portfolio may be just the catalyst needed to move California and the nation more quickly toward a greenhouse-gas-free energy future.

PDAC Guidance

As MBCP moves forward, a small subset of member agencies—referred to as early adopters—will likely be responsible for creating a governance structure and setting initial policy that affects the entire three-county region for years to come. These early adopters should have the benefit of the Planning Development Advisory Committee's (PDAC) perspective on governance. No group or individual is more representative of the three-county region than the current PDAC membership. Who better to guide MBCP on matters of governance as it takes its formative steps? A sample resolution is attached to assist the committee in setting forth its formal guidance.

Respectfully, The ZeroCity Team

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White Paper on MBCP Governance February 2016

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REVISED 2016 MEETING SCHEDULE

Regional Project Development Advisory Committee (PDAC)

May 12th - Santa Cruz County Board Chambers - 9:30am-11am

701 Ocean Street, Santa Cruz - 5th floor - Agenda:

- Minutes of April 16, 2016 PDAC meeting
- Governance best practices and recommendations
- Presentation from local labor leaders
- Consideration of additional or revised "Guiding Principles"

PDAC-Hosted Special Study Sessions for County and City officials (Open to the Public)

- May 24th 9:30 am to noon Monterey County Board Chambers 168 West Alisal, Salinas, 1st Floor
- June 9th 9:30am to noon Santa Cruz County Board Chambers 701 Ocean Street, Santa Cruz, 5th Floor
- June 9th 3:00 pm to 5:30pm- San Benito County Board Chambers 481 4th Street, Hollister, 1st Floor

Regional Project Development Advisory Committee (PDAC)

August 11th - Monterey Regional Waste Management District Board Chambers- 9am-11am 14201 Del Monte Blvd, Marina - Tentative Agenda:

- Minutes of May 12, 2016 PDAC Meeting
- **■** Update regarding Special Study Sessions
- Status report Communications/Outreach Plan
- County & City partner decision-making process
- Confirm scheduled remaining 2016 meetings and agendas
 - August 11th and September 8th MRWMD Board Chambers 9am-11am
 - October 13th Santa Cruz County Board Chambers 9am-11am

www.montereybaycca.org

REVISED May 3, 2016

May 12 PDAR meeting agenda Am#6

FOR IMMEDIATE RELEASE

MEDIA CONTACT:

Bill Maxfield 831-227-6469 bill@millermaxfield.com



MONTEREY BAY COMMUNITY POWER FEASIBILITY STUDY VALIDATES CREATION OF LOCAL, CLEAN-SOURCE POWER AGENCY

Regional Plan Would Provide Consumer Choice, Increase Renewable Energy and Stimulate the Local Economy

SANTA CRUZ, CA — May 3, 2016 — Monterey Bay Community Power (MBCP), a regional project among local government agencies to provide electricity to residents and businesses throughout Monterey, San Benito and Santa Cruz Counties, announced today the completion of a feasibility study that validates the suitability of creating a new regional power agency which would provide renewable energy and create green jobs.

Empowered by California's 2002 Community Choice Energy (CCE) law AB 117, a public committee comprised of representatives from Santa Cruz, San Benito and Monterey Counties has determined that a new agency would enable as many as 285,000 residential and business customers to choose clean-source power at a cost equivalent to PG&E, while retaining PG&E's role in maintaining power lines and providing customer service. The new agency will be financially self-sustaining and would come at no cost to local government.

Building on successful Community Choice Energy programs in Sonoma and Marin Counties, the Monterey Bay Community Power plan provides local choice on energy generation, fosters more renewable energy, and stimulates economic vitality — all while utilizing existing PG&E infrastructure and service. When formed as early as Fall 2016, an agency that includes the three counties and their 18 cities could represent the largest CCE agency in California.

After three years of planning, a Project Development Advisory Committee has completed a feasibility study (http://www.montereybaycca.org/kris/SectionIV-TechStudyExecSummaryFINALD.pdf) on the viability of creating a CCE agency. Key findings include the possibility of:

- Increasing the local power portfolio of renewables by more than twice what is now offered by PG&E and reducing greenhouse gas (GHG) emissions by purchasing energy that is at least 70% GHG free.
- Developing a long-term strategic goal of 100% regional energy self-sufficiency by building out local renewable generation projects, using revenue surplus that would otherwise have gone to PG&E shareholders.
- Creating numerous construction jobs for renewable energy build-out, many permanent operations and maintenance jobs, and nearly \$1.4 billion in total economic output.

 Offering complementary programs that serve community interests such as net metering, comprehensive energy efficiency retrofits, community solar, electric vehicle charging, and support for local training programs.

"In keeping with our strong environmental values, we have in Monterey Bay Community Power the most meaningful chance in a generation to impact climate change," said Santa Cruz County Supervisor Bruce McPherson, whose office organized the CCE exploration. "The idea that we can reduce greenhouse gas emissions by increasing renewable energy at the same rates customers are currently paying for PG&E is game-changing."

"The job creation potential represented by Monterey Bay Community Power is exciting," said San Benito County Supervisor Jerry Muenzer. "The money saved by transitioning to a locally-controlled model will allow us to build and sustain solar and other renewable energy projects right here in our own community."

The public is encouraged to join elected officials and staff in attending community study sessions scheduled in each of the three counties. The sessions will provide an opportunity to meet experts, learn how CCE works, review goals and recommendations for the project, hear additional results of the technical study, and examine legal and financing aspects of CCE.

STUDY SESSIONS PLANNED

Monterey County: May 24: 9:30 a.m. to noon, Monterey County Board of Supervisors Chambers, 168 West Alisal Street, 1st Floor, Salinas.

Santa Cruz County: June 9: 9:30 a.m. to noon, Santa Cruz County Board of Supervisors Chambers, 701 Ocean Street, Room 500, Santa Cruz.

San Benito County: June 9: 3-5:30 p.m., San Benito County Board of Supervisors Chambers, 481 4th Street, 1st Floor, Hollister.

"The study sessions provide a great opportunity to get engaged in a project that will improve accountability and transparency in the delivery of our electricity," said Salinas City Councilmember Steve McShane. "From the coastline to the valleys, Monterey Bay Community Power has the potential to increase regional resilience by determining the mix of energy available to ratepayers."

ABOUT MONTEREY BAY COMMUNITY POWER

Monterey Bay Community Power (MBCP) is a regional project among local government agencies to provide electricity to residents and businesses throughout Monterey, San Benito and Santa Cruz Counties through the Community Choice Energy (CCE) model. Established in 2002 by a state law, AB 117, CCE enables communities to choose clean-source power at a cost equivalent to PG&E while retaining PG&E's role in maintaining power lines and providing customer service. The CCE model helps ensure local economic vitality because money from rates paid by local customers stays local, which helps to fund renewable energy projects, create jobs and stimulate the economy. For more information, visit www.mbcommunitypower.org or www.facebook.com/montereybaycommunitypower.



Report to the Board of Directors

Date: May 19, 2016

From: Ray Hendricks, Finance Manager

Title: Tonnage and Diversion Report for the

Quarter Ended March 31, 2016

RECOMMENDATION

Staff recommends that the Board accept this report.

STRATEGIC PLAN RELATIONSHIP

This is a routine information item.

FISCAL IMPACT

Tipping fees account for more than 80% of our revenue. For the quarter ending March 31, 2016, SVR received \$3.64 million in tipping fees.

DISCUSSION & ANALYSIS

Total Tons Landfilled

As illustrated in the table below, Salinas Valley Recycles landfilled a total of 43,047 tons of solid waste for the quarter ended March 31, 2016. This represents an 8% increase from the previous year's 39,863 for the same period.

	Jan-Mar 2016	Jan-Mar 2015	Change in	%
Service Area	Tonnage	Tonnage	Tonnage	Change
Authority Service Area	43,007	39,840	3,167	7.9%
Out of District	40	23	16	69.9%
Total Landfilled	43,047	39,863	3,183	8.0%

Salinas Valley Recycles Service Area Tonnage

The following table summarizes tonnage accepted from Salinas Valley Recycles' service area for the quarter ended March 31, 2016:

Finance Manager/Controller-Treasurer

General Manager/CAO

 NI/Δ

General Counsel

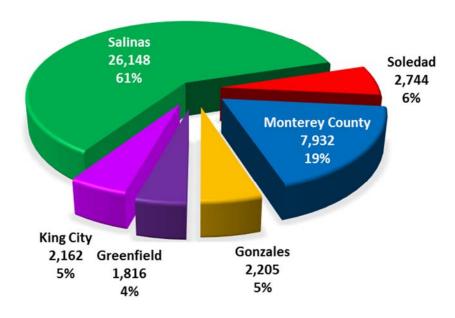
	Jan-Mar 2016		Jan-Mar 2015		Change in	%
	Tonnage	%	Tonnage	%	Tonnage	Change
Total Tons Accepted	57,277	100.0%	49,695	100.0%	7,582	15.3%
Less Diverted Materials	10,714	18.7%	6,681	13.4%	4,033	60.4%
Less C&D used for ADC	712	1.2%	2,139	4.3%	(1,427)	-66.7%
Less Beneficial Reuse	1,737	3.0%	1,035	2.1%	702	67.8%
Less JC market materials	90	0.2%	-	0.0%	90	
Less SS market materials	978	1.7%	433	0.9%	545	125.9%
Less HHW	39	0.1%	43	0.1%	(4)	-9.9%
Total Diverted Materials	14,270	24.9%	10,331	20.8%	3,939	38.1%
Total Landfilled	43,007	75.1%	39,364	79.2%	3,643	9.3%

Compared to the corresponding quarter in 2015, the total tons accepted increased by 15.3% and diverted material increased by 38.1%, resulting in a net increase of 9.3% in tons landfilled.

Waste Origin

Of the 43,007 tons landfilled from our service area, the City of Salinas accounts for 61% of the waste and the County accounts for 19%.

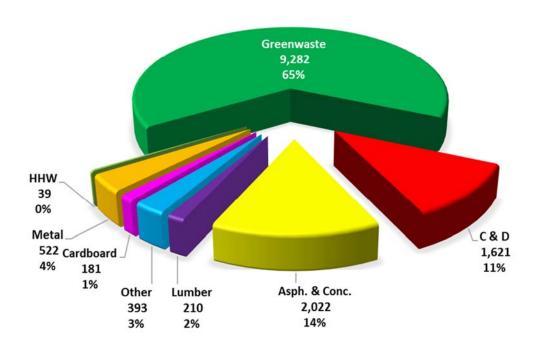
QUARTER ENDED MARCH 31, 2016 AUTHORITY LANDFILLED WASTE ORIGIN - 43,007



Diverted Materials

The chart below illustrates that Salinas Valley Recycles diverted a grand total of 14,270 tons of materials for the quarter ended March 31, 2016. In addition to the 13,163 tons of diverted materials received at Johnson Canyon, 90 tons of recyclables were salvaged from the waste stream and sent directly to market. SVR also sent 978 tons of recyclable materials to market directly from the Sun Street Transfer Station, and approximately 39 tons of Household Hazardous Waste (HHW) materials. Total tons of diverted materials for the quarter ended March 31, 2016 has resulted in a net increase of 3,939 tons or 38.1% over the same quarter of the previous year.

QUARTER ENDED MARCH 31, 2016 DIVERTED MATERIALS CHART - 14,270



ATTACHMENTS

None

Report to the Board of Directors

Date: May 19, 2016

From: Mandy Brooks, Recycling Coordinator

Title: A Resolution Approving a Two-Year

Professional Services Agreement with AdManor, Inc. for Marketing Services in an Amount Not to Exceed \$100,000 per year

ITEM NO. 7

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

This agreement will allow Salinas Valley Recycles (SVR) to continue to work with AdManor to promote the SVR's services and increase public education about recycling and waste reduction practices throughout the Salinas Valley community.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist SVR in supporting the Strategic Plan Goal to Increase Public Access, Involvement and Awareness of SVR Activities by expanding public and stakeholder information through Television and Radio ads and social media.

FISCAL IMPACT

The proposed 2016-17 budget includes \$75,000 for marketing services in account 106-6-2150-63711 and \$25,000 for media campaigns in account 106-6-2100-63711 for a total of \$100,000.

AdManor has agreed to maintain the same fee schedule currently in effect. The maximum amount of the professional services contract for fiscal year 2016-2017 will be \$100,000. The contract will continue through the end of the 2017-2018 fiscal year subject to the availability of funding.

DISCUSSION & ANALYSIS

The current agreement with AdManor will terminate on June 30, 2016. During the past fiscal year, Resource Recovery staff has continued to work with AdManor to complete monthly newspaper columns, revise existing recycling brochure, Christmas tree, Tire Amnesty, and Composting Workshop advertisements, and special promotional events at SSTS. AdManor is currently in the process of coordinating a free "Dinosaur Round-up" E-Waste Recycling event at the Johnson Canyon Landfill on Sunday, June 12, 2016 in order to bring more public attention to the landfill being open on Sundays and the free recycling services available to the public at the facility to maximize diversion.

Over the past two years, SVR's Marketing Committee has continued to work with AdManor on the strategic objective to increase public awareness about SVR and our services and activities. This effort continues with the branding and re-naming

campaign "Salinas Valley Recycles.org" and has carried into the recently updated and reorganized website. The new website is now also compatible with any viewing device, phone, tablet, or PC. We have also increased our social media presence by conducting a Facebook boosted post ad campaign which was very successful in driving more "Likes" to our page. The "Save it for Sunday" TV and Radio bilingual media campaign was also developed to highlight that Johnson Canyon is the only disposal site open on Sundays and bring attention to this unique service to a greater number of individuals and households.

The proposed Scope of Work for projects in the next two fiscal years is attached and includes the following tasks:

- Continue branding of "SalinasValleyRecycles.org" name through website, social media outlets, etc.
- Continue Promotion of SVR Services through development and production of television, radio and digital/mobile media campaign
- Public Relations / Media Relations Press Release, including development of news articles to announce programs and public-interest news
- Updating educational materials to help improve proper disposal of materials (Household Hazardous Waste [HHW], curbside, and at recycling center facilities)
- Monthly recycling column in local newspapers
- Marketing of diversion services, targeting specific commodities through special events

This two-year contract will allow for continuity for the on-going branding of SVR and the media scope of work.

BACKGROUND

Since 1999, the Authority has contracted with public relations firms to promote components of the AB939 Enhanced Services work plan and to increase the overall awareness and appreciation of SVR and its mission, vision and values. The services have focused on development of an outreach plan, promotion of SVR's services, and creating new programs to reach target audiences.

Since 2008 AdManor has been SVR's marketing consultant and was awarded this initial contract as a result of a competitive Request for Proposals for Marketing Services. In May 2014, the Board authorized an additional two year professional services agreement with AdManor Inc., with the agreement ending June 30, 2016.

Not only does SVR and AdManor continue to have an excellent working relationship but AdManor has an in-depth knowledge of SVR which is a unique value-added service that only AdManor can provide. In addition, AdManor has consistently kept the same fee schedule for the past eight years.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Professional Service Agreement
- 3. Exhibit B Scope of Work
- 4. Exhibit C Fee Schedule

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT WITH ADMANOR, INC FOR MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000 PER FISCAL YEAR

WHEREAS, in the case of professional services, qualifications and experience to the benefit of the Authority shall receive first consideration; and,

WHEREAS, AdManor Inc., has been the Authority's Marketing consultant since 2008 has an in-depth knowledge of the Authority, which is a unique value-added service that only AdManor, Inc. can provide; and,

THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute a Two-Year Professional Services Agreement with AdManor Inc. for Marketing Services in an amount not to exceed \$100,000 per fiscal year as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 19th day of May 2016, by the following vote:

AYES:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
ABSTAIN:	BOARD MEMBERS:		
		Jyl Lutes, President	
ATTEST:			
Elia Zavala, (Clerk of the Board		



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND ADMANOR, INC. FOR MARKETING SERVICES

This agreement, made and entered into this 19th day of May 2016, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and AdManor, Inc., a California corporation (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

This Agreement shall become effective <u>July 1, 2016</u>. Consultant shall complete the consulting services described in Exhibit "B" by June 30, 2018.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/Cao or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Consultant further agrees and warrants to Authority that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and warrants that Consultant shall follow the current, generally

- accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement.
- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Sandi Manor is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager\CAO or authorized designee.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer\CAO, or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Consultant shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Consultant shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, or other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Consultant's obligations in this section shall survive termination of this Agreement.

11. Insurance

- A. Consultant shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.
- B. Consultant shall maintain the following limits:

General Liability

Automobile Liability:

All insurance companies with the exception of worker's compensation affording coverage to the Consultant shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.

- C. All insurance companies affording coverage to the Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- D. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- E. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority, concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- F. Consultant shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.
- G. Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. <u>Fiscal Considerations</u>

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. <u>Interest of Public Official</u>

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. <u>Integration and Amendment</u>

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statue or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause

shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS
Any claims for relief against the Authority shall be subject to the claims requirements of
Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and
must be submitted to arbitration within the applicable statutes of limitations governing civil
actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction
to hear or determine claims barred by the statute of limitations. This provision shall be enforced
by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
 - 1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 - 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.
- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:
 - 1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority Attn: Mr. R. Patrick Mathews, General Manager/CAO P.O. Box 2159 Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority Attn: Mr. R. Patrick Mathews, General Manager/CAO 128 Sun Street Ste. 101 Salinas, CA 93901

B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Sandi Manor, President AdManor, Inc. 260 Rio Del Mar Boulevard, #17 Aptos, CA 95003

- C. The execution of any such notices by the Chief Administrative Officer or authorized designee of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or authorized designee to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services requires under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. **Headings**

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY: APPROVED AS TO FORM: Dated: Dated: R. Patrick Mathews Thomas M. Bruen Authority General Counsel General Manager/CAO ATTEST: Elia Zavala Clerk of the Board **CONSULTANT:** AdManor, Inc. Dated: Signature Sandi Manor President Printed Name Title Attachments: Exhibit B Scope of Services

Exhibit C Consultant's Fee Schedule

EXHIBIT B

SCOPE OF WORK



Proposed Scope of Work

SVSWA Marketing and Public Education Outreach Services

FY 16-17 and FY 17-18

AdManor, Inc. will work with the Marketing Committee and Diversion/Recycling group to develop and implement an integrated public communications plan, supporting the strategic goals for Salinas Valley Solid Waste Authority (the Authority), and according to the Marketing Plan developed in FY 11-12.

AdManor will continue to build and reinforce a consistent and positive brand image of the Authority for name recognition, locations and awareness about the services offered, while indicating how the Authority benefits the communities it serves.

This work plan was developed to outline the annual marketing strategies and tactics that may be implemented to achieve the marketing objectives delineated in the Authority's Three Year Goals, specifically: to increase public access, involvement and awareness of SVSWA activities; and short-term objectives set forth in each set of 6-month Strategic Goals that are designed to promote the Authority's role and value as a resource recovery agency.

The following description of services and allocated budget are suggested according to the needs and requirements indicated by the two departments. We recommend that the work plan be approached as a dynamic document, adjusting to meet changes in the marketplace, Authority programs, changes initiated by the Authority and its Board of Directors and partner organization developments. All work will be done contingent upon receiving explicit approval of messages, methods and expenditures from the Authority (authorized decision-makers).

Budget is based on \$100,000 per year, \$200,000 total for two years, allocated to marketing communication activities, including items that may be paid and managed directly by the Authority. It does not include internal Authority costs or investments unknown to AdManor.

Although the budgets are allocated as \$75,000 per year for "Branding" and \$25,000 for "Recycling Outreach/Education" the Authority's marketing communications resources are limited and therefore must be invested as efficiently as possible. All branding investments must support recycling education, and all recycling education must support branding for truly integrated and effective marketing communications.

Wherever possible, measures of success have been identified to help in the evaluation of the marketing efforts, and gauge return on investment. They may include:

- Visits to the website <u>www.SalinasValleyRecycles.org</u>, and click-through activity to specific pages
- Direct responses to a specific call to action such as:
 - Like us on Facebook
 - o Recycle your tires
 - o Recycle your Christmas/holiday tree
 - o Bring us your HHW
 - Recycle e-waste, metal or other commodities
 - o Sign a pledge, etc.
 - o Redeem this coupon
 - o Drop and swap
 - Sort and save
 - Visit our website
 - o Bring your recycling and disposal items to one of our three facilities
- Inquiries; phone calls, emails, web forms
- Participants in events or activities
- Impressions in media
- Tons, other measures (recycling diversion, self-haul, etc.)
- Reduced contamination
- Increased HHW drop off
- Increased traffic (car count) at facilities

2.1 Implement the Branding Plan

Branding Goals:

- Increase brand name image and awareness of the SalinasValleyRecycles.org
- Increase traffic at Sun Street Transfer Station, Johnson Canyon Landfill, and Jolon Road Transfer Station
- Increase use of HHW facilities
- Increase diverted materials
- Deliver a minimum number of media messages
- Develop a minimum number of media messages

Branding Budget: \$75,000 per year

Additional resources:

- Existing creative/messages; Jingle, TV productions, website, social media, logos
- Community and business partnerships
- Haulers
- Community leaders and policy-makers; Authority Board of Directors
- Authority staff and leadership; innovation and passion

Target audiences:

- Residents within the Authority service area
 - o Curbside service subscribers
 - Self-haulers

- Businesses within the Authority service area
- Community leaders and policy-makers

Strategies:

- Position the Authority as a community partner in, and solution for, economic, environmental and energy sustainability for the Salinas Valley, in accessible laypersons' terms.
- Promote awareness of the Authority's services, mission, and locations.
- Promote the slogan "...a future without landfills" and what that means in terms of actions and benefits for the Salinas Valley.

Tactics:

All efforts to promote the Authority's services and programs, including public relations, newsletters, paid messages, etc. will support the Authority's branding efforts promoting a better future; a future without landfills in the Salinas Valley.

Tactic: Television Media Campaign

- Develop annual media plan to effectively promote the desired messages and seasonal events throughout the year.
 - Develop media RFP discussing goal dates and calendar considerations, target audiences, special interests and opportunities; submit to viable media outlets with deadline for submission.
 - Develop a recommended media mix and budget allocation to reach target audiences and achieve media goals. Present to the Authority for review and approval.
 - Negotiate final contracts, including value-added and in-kind campaign support; facilitate all contracts; and reconcile billing throughout the year.
- \$45,000 estimated annual TV media budget (includes Resource Recovery media).
- \$90,000 total 2-year TV media budget.

Measure of Success:

- Reach / frequency or audience gross impressions delivered by the media buy.
- Value of added-value vs. paid media investment.
- Responses to any specific call to action included in TV messages.
- Other public feedback and measured direct contact to the Authority.

Tactic: Television Creative Development

- Produce Television Commercials (English & Spanish).
 - Produce up to one new message twice per year in both English and Spanish (Actual number of spots deliverable within the budget depends on complexity of the productions and needs of the Authority).
 - Script, direct and produce including, shoot, voice over, editing, graphics, and final production for broadcast and online uses.
 - Content / messages:
 - Promote recycling as an action that supports local economy, personal and public health.
 - Promote SSTS as an award-winning facility with expanded public services.

- Integrate branding messages with call to action for measurement and achievement of multiple strategic goals.
- Address the objectives to increase HHW drop off, recycling and commodities diversion, and vehicle traffic at SSTS.
- \$7,010 annual TV production budget.

\$75 Copywriting (1 @ \$75/hr)

\$175 Translation and localization to Spanish (1 @ \$175/page)

\$225 Voice over talent English

\$225 Voice over talent Spanish

\$105 TV transfer (3 @ \$35 each)

\$1500 Video location shoot

\$1200 Edit (8 hours @ \$150)

3,505 TV Production for each new message

\$14,020 total 2-year TV production budget.

Measure of Success:

- Produced spots.
- Direct responses to calls to action or other measurement based on impact of message and response from target audience(s).

Tactic: Radio Media Campaign

- Develop annual media plan to effectively promote the desired messages and seasonal events throughout the year.
 - Develop media RFP discussing goal dates and calendar considerations, target audiences, special interests and opportunities; submit to viable media outlets with deadline for submission.
 - Develop a recommended station mix and budget allocation to reach target audiences and achieve media goals.
 - Negotiate final contracts, including value-added and in-kind campaign support; facilitate all contracts; and reconcile billing throughout the year.
- \$20,000 estimated annual radio media budget (includes Resource Recovery media).
- \$40,000 total 2-year radio media budget.

Measure of Success:

- Reach / frequency or gross impressions
- Value of added-value vs. paid media investment

Tactic: Produce Radio Commercials (English & Spanish).

- Produce up to four new messages per year in both English and Spanish.
 - Script for precise timing in English and Spanish at the various lengths required for our media schedules.
 - o Produce professional audio.
 - o Content / messages:
 - Promote specific events and call to action campaigns (i.e. recycle trees, recycle HHW, on-site event promotions, etc.).
 - Promote recycling as an action that supports local economy, public and personal health.

- Integrate branding messages with call to action for measurement and achievement of multiple strategic goals.
- Promote HHW, diversion, increasing traffic at SSTS.
- \$3,100 annual radio production budget.

\$150 Copywriting (2 @ \$75/hr)

\$175 Translation to Spanish (1 @ \$175/page)

\$225 Voice over talent English

\$225 Voice over talent Spanish

\$775 Radio Production for each new message (estimate 4 per year)

• \$6,200 total 2-year radio production budget.

Measure of Success:

- Produced spots.
- Direct responses to calls to action or other measurement based on impact of message and response from target audience(s).

Tactic: Digital Media / Mobile Media Campaign

Utilize digital media to link the community directly to the resources and information available on www.SalinasValleyRecycles.org.

- Develop annual media plan to effectively promote the desired messages and seasonal events throughout the year.
 - Develop media RFP discussing goal dates and calendar considerations, target audiences, special interests and opportunities; submit to viable media outlets with deadline for submission.
 - o Develop a recommended digital mix and budget allocation to reach target audiences and achieve media goals.
 - Negotiate final contracts, including value-added and in-kind campaign support; facilitate all contracts; and reconcile billing throughout the year.
- \$5,000 estimated annual digital media budget (includes Resource Recovery media).
- \$10,000 total 2-year digital media budget.

Measure of Success:

- Reach / frequency or gross impressions
- Click-through rates / direct responses to digital ads
- Value of added-value vs. paid media investment

Tactic: Digital Media / Mobile Media Production

- Create timely messages to support services and programs with synergy to other campaign messages, or specific to digital media goals established by the Marketing Committee.
- Adapt print and visual media to create viable digital ads, simplified to small sizes with call to action, specific to selected media specifications/sizes.
- Utilize media added-value production opportunities where available.
- Submit creative to media to meet campaign goals.
- \$ Digital production budget, based on average \$100 per month digital art production and/or art direction.

\$100-150 layout/design to adapt existing messages and art to digital specs

x8-12 ads per year

\$1,200 annual

\$2,400 total 2-year digital production budget.

Measure of Success:

- Produced ads.
- Direct responses to calls to action or other measurement based on impact of message and response from target audience(s).

Tactic: Public Relations / Media Relations Press Releases

Utilize media relationships and free media opportunities (community calendars, etc.) to educate the public, promote positive messages about recycling and waste reduction, and the Authority's image in the community.

- Subject matter based on timely events and news, content and frequency to be determined as opportunities or needs arise.
- Develop news articles to announce programs and public-interest news or public-benefit news to promote the public image and public use of the Authority (relevance to audience).
 - Write Media Alerts, Press Releases, Calendar postings, Public Service Announcements (PSAs), etc.
 - o Create a timely newsworthy angle to appeal to editors.
 - Translate as needed.
 - Submit/pitch to the proper news media, and follow up as needed.
- \$2,850 per year based on 3 news release campaigns per year.

\$150 Research (2 @ \$75/hr)

\$300 Copywriting / editing (4 @ \$75/hr)

\$370 Media Relations (2 @ \$125/hr)

\$125 Research / reporting outcomes (1 @ \$125/hr)

\$950 per news story

• \$5,700 total 2-year PR budget.

Measure of Success:

- Published columns, blog entries, PSAs, news segments
- Other public feedback and measured direct contact to the Authority.
 - o Requests for information
 - o Hits to website

Enhance the Public Education Plan to Further Promote "Reduce, Reuse and Recycle"

AdManor will work with the Authority's Resource Recovery staff to develop and implement an integrated marketing campaign utilizing multi-media concepts that provide the greatest opportunity for waste reduction and recycling on focused materials identified in the Waste Composition Study.

Consultant will conduct research to select subject matter for targeted audience, develop an outreach strategy, prepare and produce publicity materials in the most appropriate and effective format, and release through various communications media.

Recycling Program Goals:

- Improve proper disposal of materials Improve proper disposal of materials (curbside and at recycling center facilities)
 - Inform customers on how to separate loads to decrease their disposal costs and improve diversion for the targeted commodities.
 - Reduce curbside recycling contamination.
 - o Increase the overall diversion rate toward achieving the goal of 75% overall.
- Increase traffic at all three locations
 - Promote the purpose and opportunities at the Sun Street Transfer Station as a community service resource.
 - Feature location, convenience, HHW, solid waste and recyclable materials drop off to increase recycling at recycling center.
 - Promote Johnson Canyon Landfill open on Sundays as a unique service available to the community.
 - Promote Jolon Road Transfer Station as a convenience for South County residents and businesses.

Recycling Program Budget: \$25,000 per year

Additional resources:

- Existing creative/messages; Jingle, TV productions, community event collateral (C&D Program bilingual brochure, Compost Guide bilingual fact sheet, English & Spanish curbside Recycling Guides, Clean Green Waste bilingual fact sheet, HHW/e-Waste Recycling bilingual fact sheet, newsletter template, draft Separate and Save Guide to using SSTS), Wally Waste-Not mascot (graphic character and costume), website, social media, logo
- Community and business partnerships
- Haulers
- Community leaders and policy-makers; Authority Board of Directors

Target audiences:

- Residents within the SVSWA service area
 - Curbside service subscribers
 - Self-haulers
- Businesses within the SVSWA service area
- Community leaders and policy-makers
- Students and educators K-12

Strategies

- Promote awareness and stimulate use of Authority's services and locations.
- Educate regarding the importance for maximum waste diversion and reduction through recycling and other sustainable activities.
- Educate the public regarding recyclable materials and proper recycling methods.
- Target commodities from Waste Composition Study to improve overall diversion from problem waste.
- Support Resource Recovery division's needs for community events, public outreach.

Any printing will be done utilizing recycled post-consumer waste content stocks and agri-based inks, paying preference to competitive local vendors using domestic stocks when economical for the Authority.

AdManor will use the established Authority design elements and style, or other new branding elements as determined, to maintain brand integrity and continuity, credibility and message clarity with all outreach.

Example subject matter is provided for budgeting purposes. Actual needs and messages are to be determined with Recycling / Diversion department.

Tactic: HHW Recycling Guide

- Update existing HHW and Universal Waste Recycling Guide in English & Spanish
- Produce hard copies as needed.
- Utilize at Transfer Station(s) and Landfill, post online for easy reference
- \$3,690 budget based on 8.5" x 11" two-sided bilingual brochure produced in full-color (4/4 ink), printing 10,000 for budgeting purposes only. Actual printing needs and distribution to be determined.

\$250 Creative development (2 @ \$125/hr)

\$150 Copywriting (2 @ \$75/hr)

\$175 Translation to Spanish (1 @ \$175/page)

\$570 Graphic Design (6 @ \$95)

\$45 Prepress and PDF for web (1 @ \$45/hr)

\$2,500 Printing 10,000 8.5x11 folded 4/4 inks

\$3,690 HHW Recycling Guide

Measures of success:

- Finished products
- Cost efficiency for deliverables (produced Guide) and distribution
- Distributed or downloaded information
- New visitors to the HHW Facility
- Hits on website
- Calls / requests for information

Tactic: Food Scrap / Compost Program

- Develop informational material for businesses, food scrap compost (English and Spanish). Explain why it is important, how to do it properly.
 - o Brochure or informational how-to guide
 - o Site signs
 - Bin stickers
- Develop distribution plan and marketing strategies for expanding program.
 - Pilot program success stories / case studies: Leverage to create interest and generate participation for widespread program expansion / implementation.
 - Target Chamber of Commerce, restaurants, agriculture, packing, manufacturing, residential care facilities, grocers, florists, schools and hospitals.

- \$3,690 budget for development (distribution not included, depending on print production needs)
 - \$250 Creative development (2 @ \$125/hr)
 - \$150 Copywriting (2 @ \$75/hr)
 - \$175 Translation to Spanish (1 @ \$175/page)
 - \$570 Graphic Design (6 @ \$95)
 - \$45 Prepress and PDF for web (1 @ \$45/hr)
 - \$2,500 Printing 10,000 8.5x11 folded 4/4 inks
 - \$3,690 Food Scrap Compost Informational Material Estimate

Tactic: Monthly Mandy Brooks Recycling Newspaper Column

- Produce 12 original articles in English & Spanish.
- Mandy Brooks' newspaper column appears on the third Friday of each month in the *Salinas Californian*, third Saturday of each month *El Sol* (Spanish), and third or fourth Wednesday of the month in the four South County newspapers.
- Confer monthly to agree upon subject matter related to timely news events and legislation, seasonal waste and recycling messages, other as determined to meet Authority awareness and resource recovery goals.
- Consultant to research, ghostwrite and submit for approval.
- Edit as needed for approval.
- Translate approved article to Spanish; localize as needed.
- Mandy will submit articles under her name to:
 - o Salinas Californian / El Sol
 - South County Newspaper Group (Soledad, King City, Gonzales, Greenfield)
 - o Haulers (for their newsletters or bill inserts)
 - Authority webmaster, who will in turn:
 - Post "News" section of the www.SalinasValleyRecycles.org site
 - Post link on Facebook page and invite comments
- \$4,800 per year recycling article budget
 - \$ 75 Research (1 @ \$75/hr)
 - \$150 Copywriting / editing (2 @ \$75/hr)
 - \$175 Translation to Spanish (1 @ \$175/page)
 - \$400 per monthly article budgeted
- \$9,600 total 2-year recycling article budget

Measures of success:

- Printed columns
- Requests for information
- Public feedback
- Actions or responses based on any specific call to action presented therein

Tactic: Special Recycling Events

Create and/or promote special events such as Community Clean Ups, Holiday Tree Recycling, etc. to drive traffic to a selected location, or all three locations.

• Tree Recycling "Minor event" example:

- Updated previous ad layouts and placed in local newspapers (English & Spanish) to promote curbside and drop-off holiday tree recycling in December and January.
- \$2,465 per year budget estimated for creative and media:
 - \$375 Campaign creative development (3 @ \$125/hr)
 - \$475 Newspaper ad design (5 @ \$95/hr) and PDF for web
 - \$ 15 Electronic file transfer ads to papers (1 @ \$15/hr)
 - \$100 Event plan development (1 @ \$100/hr)
 - \$1,500 Print media estimate
 - \$2,465 total per minor event, 1 event per year
- \$4,930 total 2-year events budget
- Bigger event (e.g. Onsite promotion or other community outreach event)
 - o Annual on-site recycling event with targeted media campaign.
 - \$10,000-15,000 per year event budget for media, production and promotion estimated; media costs integrated into the annual media campaign for Radio & TV.
 - o Bigger event (e.g. Onsite promotion or other community event) example
 - \$375 Campaign creative development (3 @ \$125/hr)
 - \$475 Newspaper ad design (5 @ \$95/hr) and PDF for web
 - \$ 15 Electronic file transfer ads to papers (1 @ \$15/hr)
 - \$775 Radio production
 - \$200 Event plan development (2 @ \$100/hr)
 - \$2,500 Print media estimate
 - \$4,340 total per bigger event + media (see Branding section), one per year
 - o \$8,680 total 2-year events budget
- Additional: Media, PR and creative services for grant funded Tire Amnesty campaign(s) and HHW off-site collection events; other grant-funded programs as needed.

Measures of success:

- Actual traffic counts
- Targeted commodity drop-offs as direct response to call to action (in tons or item counts)
- Requests for information
- Web hits
- Social media interactions

Tactic: Community Events – Media and Participation

Program sponsorship ads Event ads (i.e. Salinas Valley Fair Program, Earth Day feature, etc.)

- \$4,290 recycling branding ads / community PR ads
 - \$ 570 Graphic Design (6 @ \$95)
 - \$ 375 Creative / Art Direction (3 @ \$125)
 - \$1,200 Print Media (estimated)
 - \$2,145 total Recycling / Branding Ads per year
 - \$4,290 total 2-year community sponsor ad budget

Measures of success:

Number of ads placed; audience reached

- Requests for information
- Web hits

Event participation fees are allocated in marketing budget but not billed through AdManor.

Tactic: Social Media

Support Authority's in-house social networking efforts.

- Support Authority's web master and Facebook page administrator
 - o Provide video files, tips/text and suggestions for content.
 - Promote URL and social network links in outreach messages and materials
 SVSWA Facebook page(s) and website as a community resource and opportunity to interact, make a difference in sustainability for Salinas Valley.
- Authority's web master and Facebook page administrator should:
 - Post news, articles and events to support marketing campaigns and public education efforts.
 - Track analytics available via site hosting company or through Google Analytics (requires page coding). If this is not readily available, recommend having it done ASAP.
 - Report site activity and social networking activity each month to gauge response to specific calls to action, news and campaigns.
 - Total visitors
 - Total page views / impressions
 - Most popular pages
 - Key words used to find the site
 - Use Facebook to send direct messages to fans/friends when appropriate (promoting specific events, opportunities for fans/friends to interact with Authority).
- No budget planned; support provided as added value.
 Additional social networking services may be added as desired and priced utilizing the current rate schedule. Examples include copywriting entries, implementing paid advertising campaigns on social networking sites, consulting and implementing social networking strategies.

Measure of Success:

- Increased number of Likes / friends on the Facebook pages
- Measured web hits, downloads

Tactic: Public events negotiated as added value through media partnerships

- Work with Authority to determine event participation needs and goals.
- Negotiate added value and low-cost community interaction opportunities with media partners.
 - Targeted to Salinas Valley residents, agriculture industry, etc.
 - Opportunities to promote Authority's programs and interact directly with the public.
 - Public awareness and positive image promotion of the Authority as sponsors of popular media events and activities.
- Budgeted as added-value AdManor services, contingent upon media investment.

Measures of success:

- Value of event participation and/or sponsorships
- Number of events scheduled to meet Authority's outreach goals
- Public feedback and interaction at events

OTHER:

Sandi Manor will serve as project manger, creative director, media buyer and copy writer; and will coordinate the activities and work product of associates including, but not limited to, graphic design, public relations, web programming and audio/visual production experts.

She will develop and implement special campaigns as needed to support Grant-funded programs not budgeted herein, using the same approach to media and production as described for the ongoing Branding and Recycling Education campaigns. Sandi will work with the Grant Administrator to ensure Grant-funded campaigns meets all requirements and specifications, while supporting the positive brand messaging and styles of other Authority campaigns.

She will continue to provide her time for bi-weekly phone conferences with the Recycling/Diversion team, and in-person meetings with the Marketing Committee and other management teams as frequently as needed, as added-value in her service to the Authority.

Thank you for the opportunity to be of service and work with your outstanding team.

EXHIBIT C

FEE SCHEUDLE

HOURLY FEE SCHEDULE

Creative / Management Services	
Creative Development	\$125 per hour
Copywriting / Editing	\$ 75 per hour
Project Management	\$125 per hour
Art Direction	\$125 per hour
Event Management	\$125 per hour
Logistics (R&D, Planning)	\$ 75 per hour
Graphic Arts	•
Graphic Design	\$ 95 per hour
Illustration	\$110 per hour
Typesetting	\$ 65 per hour
3-D Graphic Animation	\$250 per hour
Photography	
Location Shoot	\$400 half day, \$750 full day
Stock Image Research	\$ 75 per hour
Stock Images (depending on source / usage)	\$5-\$500 per image
Web Services	
Web Design / Flash	\$120 per hour
Wed Design / Production	\$ 95 per hour
Radio (average spot \$400 to produce including copy, mastering, r	nusic)
60 Studio Production	\$175 per hour
Voiceover Talent	\$225 per person, per spot
Jingles (for studio + singers and copywriter)	\$175 per hour
Television (average spot \$1500 for video, up to \$25,000 for high of	concept)
30 Post Production	\$200 per hour
Station Dubs	\$ 35 per hour
Location Shoot	\$300 per hour
On Camera Talent (+ casting and agent fees)	\$750 per person (estimated)
Public Relations / Press Relations	\$100 per hour
Translation Services (English to Spanish)	\$175 per page
Market Research (+ 10% markup to outside service costs)	\$75-\$125 per hour

Printing – 10% mark up to cost of goods after negotiating best vendor pricing

Media Buying – 15% commission as paid by the media; \$125 hourly rate for non-commissionable media

Report to the Board of Directors

Date: May 19, 2016

From: Mandy Brooks, Recycling Coordinator

Title: A Resolution Approving Amendment No 1

Authorizing a Two-Year Extension to the Professional Services Agreement with ECS Refining for the Hauling and Recycling of

Electronic Waste

ITEM NO. 8

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends that the Board adopt the resolution authorizing a professional services agreement with ECS Refining.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist SVR in supporting the three-year Strategic Goal to fund and implement 75% diversion of waste from landfills and comply with SB 20.

FISCAL IMPACT

In 2015, SVR collected over 396 tons of Covered Electronic Waste as defined in SB 20 and 155 tons of non-covered electronic waste (printers, keyboards, fax machines, etc.). If SVR collects similar tonnage in 2016/2017, the estimated revenue would be approximately \$78.400.

To date for this current fiscal year SVR has collected approximately \$88,113 in revenue from this contract with ECS Refining. This continues to be one of the few contracts where SVR is actually paid for recovery of material instead of paying for the service. ECS has agreed to maintain current pricing and charges over the next two years of the contract and has eliminated the additional surcharges. However, due to the on-going decline in commodity market values ECS will now be implementing an hourly sort fee (mainly for materials collected at the Sun St Transfer Station) and charging to recycle the mixed universal waste electronic devices (DVD players, VCR's, fax machines, keyboards, etc.), which are currently a "no pay no charge". This represents an average 11% reduction on future combined revenues from all three of SVR facilities.

DISCUSSION & ANALYSIS

The current agreement with ECS Refining terminates June 30, 2016 and allows for four, one-year extensions. SVR has elected to exercise a two-year extension to guarantee the pricing will remain the same. This Amendment No. 1 is for two years and will terminate June 20, 2018.

In order to complete a contract prior to July 1, 2016, and ensure continuous collection of electronic waste, it is recommended that the Board adopt the resolution authorizing

amendment No. 1 of the Professional Services Agreement to ECS Refining for a two-year extension.

BACKGROUND

In August of 2001, the California Department of Toxic Substances classified computers and television sets as hazardous materials and placed a ban on the landfilling of these electronic items. As with other hazardous materials, the Household Hazardous Waste staff continues to collect the material and Hope Services palletizes the television and monitors to prepare the materials for shipment.

Since June 2011, the Authority has had a professional service agreement with ECS Refining for e-waste hauling and recycling at each of SVR's three facilities. In March 2013, the Board approved amendment No. 2 authorizing the final two-year extension for the existing ECS contract which terminated June 30, 2015.

In August 2014, ECS began implementing new restrictions and processes for collection and shipment of the materials, transportation fees, and additional surcharges due to the drop in the commodities markets. Staff was successful in negotiating a waiver for some of the fees due to the existing contract.

A competitive Request for Proposal (RFP) was released in March 2015 to ten Electronic Recyclers and one bid was received from ECS Refining. Staff believes that no other bids were received due to our larger volumes, unique processing requirements, and remote landfill locations. Based on the qualifying factors in the RFP, ECS Refining met all the required criteria, and will continue to process all E-waste at their Stockton, California facility, with no e-waste materials shipped overseas to unregulated markets or landfilled.

ATTACHMENTS

- 1. Resolution
- 2. Exhibit A Amendment No. 1
- 3. Exhibit B Payment Schedule

RESOLUTION NO. 2016-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH ECS REFINING FOR ELECTRONIC WASTE HAULING AND RECYCLING SERVICES

WHEREAS, on May 20, 2015 the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2015-05 approving the professional services agreement with ECS Refining for electronic waste hauling and recycling, terminating June 30, 2016; and,

WHEREAS, the agreement allows for four (4) one (1) year extensions to the contract; and,

WHEREAS, the Authority wishes to exercise two (2) of the one (1) year extensions; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute amendment No 1 authorizing a two-year extension to the professional services agreement with ECS Refining for Electronic Waste Hauling and Recycling attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 19th day of May 2016 by the following vote:

 Flia 7avala	, Clerk of the Board	
ATTEST:		Jyl Lutes, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



EXHIBIT A

AMENDMENT NO. 1

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
ECS REFINING

TO PROVIDE ELECTRONIC WASTE HAULING AND RECYCLING SERVICES

This amendment, made and entered into this 19th day of May, 2016 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and ECS Refining Texas, LLC dba ECS Refining (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on May 20, 2015. The initial term of the agreement expires June 30, 2016. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional two-year term effective <u>July 1, 2016</u> and ending <u>June 30, 2018</u>. This schedule may be extended by mutual agreement of both parties for two (2) additional one (1) year extensions.

2. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement from and after July I, 2016 in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, "Exhibit B."

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:	APPROVED AS TO FORM:
R. Patrick Mathews General Manager/CAO	Thomas M. Bruen Authority General Counsel

ATTEST:			
Elia Zavala Clerk of the Board			
CONSULTANT: ECS Refining Tex	as, LLC dba ECS Refining		
Signature			
Printed Name		Title	
Attachment:			

Exhibit B Payment Schedule



STATEMENT OF WORK FOR:

Salinas Valley Solid Waste

n/a

PURCHASER CODE COLLECTOR # HANDLER

n/a l

Under ECS # 113109

Dated:	May 2, 2016	
Account Executive:	Deborah Gullette	

Account Execu	ıtive:	Deborah Gullette				
		CUSTO	MER INFORMATIO	NNI .		
Type	of Client:	Collector/Recycler	INFORMATIC		ECS Location:	ECS CA
Турс	or cheric.	Conector/Necycles		<u> </u>	LC3 LOCATION.	LCJ CA
PICK-UP LOCA	TION	1	BILLING ADDR	RESS		
		ECR21957/ECR21958/ECR21959	_		ECRE# 21955	
ADDRESS 1	1	,	ADDRESS 1		reet, Suite 101	
ADDRESS 2			ADDRESS 2			
CITY			CITY	Salinas		
STATE		ZIP	STATE	CA	ZIP	93901
PICK-UP CONT	ACT:]	MAIN CONTAC	<u>CT:</u>		
		•				
NAME:	David Ro	pel	NAME:	Mandy Bro	ooks	
PHONE #:	831-424	-5520	PHONE #:	831-775-3	004	
FAX #:	831-424	-5522	FAX #:	831-755-1	322	
EMAIL:	davidroe	el@svswa.org	EMAIL:	mandyb@	svswa.org	
There are mu	ıltiple pi	ck-up addresses for this billing	g address:	Yes		
To Receive Au	tomatic R	eceiving Acknowledgements list	email addresses:			
davidroel@svs	wa.org, n	nandyb@svswa.org				
changes in bot a commodity s ECS REFINING If an electronic NIST 800-88 G third party ver Data storage d destruction an provided by ou	h statewich surcharge/ SUSTAIN/ c device is uidelines indor. Data levices cord recyclin ur liability	tate recovery fees and fair market of recovery fees and fair market of discount to all end-of-life material able RECYCLING MANAGEMENT to be remarketed for reuse, data for Media Sanitation. Depending storage devices that are deemed nationed in electronic scrap shippe g will be destroyed by shredding insurance policy.	value at any time. E als. **POLICY - DATA SE stored in the device upon the device, th I unmarketable or f d to ECS Refining w Liability for data se	CURITY SERV the will be sanith this service may fail operational with specific we courity service	ICES: izized in accordance be provided by an il tests will be dest ritten instructions s is limited to the o	e with the n audited royed. for coverage
agreement between executed in wri	ween them ting by all	es any and all other agreements, who with respect to the subject matter of the parties. In the parties and/or MSA's in additionally in the parties of the parties and/or MSA's in additionally in the parties and the parties are parties and the parties and the parties and the parties and the parties and	r. No modification o	r amendment	of the Agreement sl	
CLIENT				ECS REFIN		
NAME:			\neg	NAME:	iivo, LLC	
TITLE/POSITIO	N·		\dashv	TITLE/POS	ITION:	
DATE:			=	DATE:		
		!	-	-		
SIGNATURE			_	SIGNATU	RE	



STATEMENT OF WORK FOR:

Salinas Valley Solid Waste

MATERIAL PRICING INFORMATION

MATERIAL DESCRIPTION
UW CRT DEVICE CA
UW CRT DEVICE RP CA
UW FS DEVICE CA
UW LAPTOPS CA
UWCRT DEVICE NON CA
UW FS DEVICE NON CA
UWED PC
CD/DVD DISCS
UWED CELL PH PAG GPS
UWED MIXED
MICROWAVE

DAY/GUDG	PRICE	11014
PAY/CHRG	PRICE	UOM
Pay	\$0.220	Lbs
Pay	\$0.180	Lbs
Pay	\$0.180	Lbs
Pay	\$0.180	Lbs
Charge	\$0.260	Lbs
Charge	\$0.260	Lbs
Pay	\$0.100	Lbs
Charge	\$0.400	Lbs
Pay	\$1.250	Lbs
Charge	\$0.100	Lbs
Charge	\$0.100	Lbs
	· ·	

PAYMENT TERMS: NET 30

PICKUP AND PACKAGING FEES:
Pick up Service Fee:
Pallet Service Fee:
NA
Gaylord Service Fee:
NA
Shrink Wrap Price:
NA

Payment clock will begin when ECS Refining has received material and has received completed source logs.

NOTES:

FOB STOCKTON CALIFORNIA

Pricing is valid for 2 years starting on date SOW is signed.

SERVICE AGREEMENT/ACCOUNT NOTES:

Client may sort material into gaylords, pallets or other approved container by one material type per container

ECS Refining will pick-up material in this contract from client's location

ECS Refining will provide client w/ necessary data to complete Annual DTSC Report & Net Cost Report for CIWMB

Client may sort material into gaylords, pallets or other approved container by one material type per container

Client must provide e-waste material training to all employees handling this type of equipment

OTHER SERVICE REQUIREMENTS:

Transportation Fee: Bobtail or 53': \$39.95 Rolloff: \$250.00

Sorting Fee \$75.00 hour

Report to the Board of Directors

Date: May 19, 2016

From: Mandy Brooks, Recycling Coordinator

Title: A Resolution Approving a Professional Service

Agreement with Rock Steady Juggling for the School Assembly Program in an Amount Not to

Exceed \$50,000

ITEM NO. 9

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

The School Assembly Program continues to assist Salinas Valley Recycles (SVR) in meeting the Public Education component of our AB 939 enhanced services provided to member agencies and is an integral part of the enhancement plan for the school recycling program.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist SVR in supporting the three-year Strategic Goal to Fund and Implement 75% Diversion of Waste from Landfills and compliance with AB 939 mandates.

FISCAL IMPACT

The 2016-17 budget includes \$58,500 for the School Assembly Program in account 106-6-2200-63719. The maximum amount of the professional services contract for fiscal year 2016-2017 shall not exceed \$50,000.

DISCUSSION & ANALYSIS

The current agreement with Ivy Contreras dba Contreras Productions for the RecycleRama Program will terminate on June 30, 2016. As of April 30, 2016, RecycleRama has conducted 80 performances at elementary, middle and high schools as well as community centers throughout the Salinas Valley. RecycleRama has scheduled all the remaining performances for the year and will complete their final performances by the end of June.

In an effort to keep SVR's school assembly program fresh and diverse, staff conducted auditions with several different educational productions supporting our recycling program messages. Rock Steady Juggling was selected as the new vendor and will be the new provider for SVR's school assembly program. Douglas Nolan is the founder and owner of Rock Steady Juggling. He is a professional entertainer with over twenty years of experience and will be preforming the new School Assembly Program, "The Amazing Adventures of the Recycling Wizard". Rock Steady Juggling provides professional talent that incorporates music, magic and juggling to entertain students while teaching the 4R message of reducing, reusing, recycling and rot.

Rock Steady Juggling provides all-inclusive services, including customized scripting, performance, travel, equipment, administration, scheduling, marketing to schools, etc. This agreement with Rock Steady Juggling will be for one year and allows for one (1) additional one (1) year extension.

In order to complete a contract prior to July 1, 2016, and ensure a seamless transition between the two contractors, it is recommended that the Board adopt the resolution approving the Professional Services Agreement with Rock Steady Juggling.

Authority Code Section 3.01.130 (b) authorizes the Chief Administrative Officer to execute this agreement, however because this is a change in a long standing program, staff is requesting Board approval.

BACKGROUND

Since 2006, Salinas Valley Recycles (SVR) has worked with Contreras Productions (formerly Hunter Productions) to develop and produce the School Assembly Program, known as "RecycleRama". In the past, no other companies provided this type of performance production service and while SVR has been satisfied with the RecycleRama program, there have been on-going challenges in recent years with the quality of the performances and securing reliable actors. As such, a new direction in the school assembly program is being pursued.

For the past sixteen years, Rock Steady Juggling's specialty has been writing, marketing and performing customized and age-appropriate environmental education school assembly programs for elementary, middle, and high schools. Rock Steady Juggling is also willing to work within SVR's budget to provide as many performances as possible by providing a discount for back-to-back performances scheduled at the same school.

Rock Steady Juggling was subject to an audition at a local school which they provided at no cost. Staff was very impressed with the performance and received very positive feedback from the students and teachers. Staff is confident in Rock Steady Juggling's abilities to provide a new unique, customized and entertaining school assembly program for the Salinas Valley region.

ATTACHMENTS

- 1. Resolution
- 2. Exhibit A Professional Service Agreement
- 3. Exhibit B Scope of Services
- 4. Exhibit C Fee Schedule

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ROCK STEADY JUGGLING FOR THE SCHOOL ASSEMBLY PROGRAM IN AN AMOUNT NOT TO EXCEED \$50,000

WHEREAS, the Board of Directors of Salinas Valley Solid Waste Authority (SVSWA) finds that a School Assembly Program is an integral part of the School Recycling Program Enhancement Plan and it assists SVSWA in meeting the AB939 public education component that provides enhanced services to SVSWA member agencies; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute a Professional Services Agreement with Rock Steady Juggling for the School Assembly Program in an amount not to exceed \$50,000 per fiscal year as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 19th day of May 2016, by the following vote:

Elia Zavala,	Clerk of the Board		
ATTEST:		Jyl Lutes, President	
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND **DOUGLAS NOLAN, DBA ROCK STEADY JUGGLING**TO PROVIDE

SCHOOL ASSEMBLY PROGRAM SERVICES

This agreement, made and entered into this <u>19</u>th day of <u>May, 2016</u> by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and <u>Douglas Nolan, dba Rock Steady Juggling</u>. (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. <u>Scope of Service</u>

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "B" by <u>June 30, 2017</u> with an option to extend for one (1) additional year at the sole discretion of the Authority.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department

of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written

approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. **Additional Copies**

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.
- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Douglas Nolan is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager or designated representative.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

Responsibility of Authority 8.

To the extent appropriate to the project contemplated by this agreement, Authority shall:

A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of

information not otherwise in the possession of Authority.

- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers:.
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of,

- resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

11. <u>Insurance</u>

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - 2. Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent form covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of

automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of SVSWA, either within the policy form or via endorsement."

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. <u>Licenses</u>

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI,

Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority,

this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. <u>Tax Payer Identification Number</u> (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. <u>Severability</u>

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. <u>Subcontractors</u>

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. <u>Dispute Resolution</u>

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statue or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY: STATUTE OF LIMITATIONS Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 et seq. and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration or litigation

within the applicable statutes of limitations governing civil actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
 - 1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 - 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.
- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:
 - 1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste

Authority

Attn: Mr. R. Patrick Mathews, General Manager/CAO P.O. Box 2159 Salinas, CA 93902-2159 Hand Delivered

Salinas Valley Solid Waste Authority Attn: Mr. R. Patrick Mathews, General Manager/CAO 128 Sun Street Suite 101 Salinas, CA 93901

B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Company: Rock Steady Juggling

Name: Douglas Nolan

Address: PO Box 662, El Granada, CA 94018

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services requires under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Consultant as the result of

Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Exhibit C Fee Schedule

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:	APPROVED AS TO FORM:
	ALTROVED AS TO FORM.
	
R. Patrick Mathews General Manager/CAO	Thomas M. Bruen Authority General Counsel
ATTEST:	
Elia Zavala Clerk of the Board	
CONSULTANT: Douglas Nolan, dba Rock Steady	y Juggling
Signature	
Printed Name	Title
Attachments:	
Exhibit B Scope of Services	



EXHIBIT B Scope of Services

Rock Steady Juggling for Salinas Valley Recycles

Rock Steady Juggling customizes environmental science assemblies to kick-off or reinforce relevant work in the schools. Doug Nolan, owner and performer, has over 25 years of experience delivering a wide-range of topics including recycling, water science, and conflict management. Rock Steady Juggling has offered engaging shows to over 50,000 students annually using magic, juggling, comedy, and audience participation since 2000.

Scope of Services

Rock Steady Juggling (RSJ) will schedule and perform customized recycling education assembly programs at Salinas Valley Recycles (SVR) eligible schools for 2016-2017 (with the option to renew) not to exceed \$50,000 each school year.

- Differentiated shows will be designed and performed for the following populations
 - o Elementary students K-5th grade
 - o Middle School students 6-8th grade
 - o High School students 9-12th grade
- All materials sent by RSJ to SVR Schools regarding the assembly programs will be preapproved by designated SVR staff.
- SVR will work with RSJ to send letter(s) of invitation to eligible schools.
- RSJ to schedule performances directly with schools based upon first come first served basis.
- RSJ will provide SVR with a schedule of performances and schedule updates on a monthly basis
- RSJ will fax/email each scheduled school a confirmation agreement stating the date and time of performance and vendor's technical needs. The agreement will be signed and returned by the school administration
- One week prior to performances RSJ will send a fax/email to each school to reconfirm and remind them to be prepared for the program.
- RSJ will present a pre-approved 45 minute show. The show will be entertaining, science based, relevant to the Salinas Valley Recycles resources, and meet the California Department of Education requirements.
- On the day of the program, RSJ will e-mail an online evaluation link for teachers and administrators to complete and provide the link for City staff to review results.
- Rock Steady Juggling will invoice Salinas Valley Recycles on a monthly basis.



EXHIBIT C Fee Schedule

Performance Fees

-	First show in a school	\$750.00
-	Each additional show in the same school	\$250.00
-	i.e. 2 back-to-back shows in the same school	\$1,000.00

Total payable fee is not to exceed \$50,000 in an academic year

The above per show fee is all-inclusive:

- Rehearsal
- Script development
- Performances
- Audio/Visual Equipment
- Travel
- Props
- Costume
- Full administrative expenses

Finance Manager/Controller-Treasurer

ITEM NO. 10

General Manager/CAO

N/A

Legal Counsel

Date: May 19, 2016

From: Brian Kennedy, Engineering and Environmental

Compliance Manager

Title: A Resolution Approving Amendment No. 1 to

the Professional Service Agreement for Engineering Services for the Johnson Canyon Landfill Gas Flare Recognizing Acquisition of GC Environmental, Inc. by ES Engineering Services, LLC, and Approving Additional

Services for Landfill Gas Flare Interconnect and Control System Installation in an Amount Not

to Exceed \$112,286.14

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This is an operational item that does not relate to the Board's Strategic Plan, but does address a long-term regulatory compliance and safety need for the continued operation of the Johnson Canyon Landfill.

FISCAL IMPACT

Funding for this item is included in the approved FY 2015-2016 Capital Improvement Project (CIP) 9502 budget.

DISCUSSION & ANALYSIS

In March of this year, staff recommended and the Board approve rejecting all bids for the Johnson Canyon Landfill Flare Interconnection Project. The reason for the rejection was that bids all came in significantly over the engineer's estimate, which resulted in the overall costs of the Johnson Road LFG Flare installation to exceed the CIP budget for the flare construction. Staff recommended that the work for this project be redistributed to a combination of SVR employees, consultant, as well as requesting bids for smaller individual components of the overall project. In an effort to remain within the CIP budget, staff has revised the scope of work, separated some work from the original bid package, and performed some of the work in-house, which has resulted in substantial cost savings. Included in this savings is exercising a provision in our existing consultant contract with ES Engineering Services to provide for much of the flare system interconnect, which will allow this project to move forward and be completed within the CIP budget.

BACKGROUND

As the last remaining active landfill in the Authority, the landfill gas (LFG) being produced by the Johnson Canyon Landfill has been steadily increasing due to the increase disposal tonnage and will continue to increase over time. Additional flare capacity is needed on

order to remain in environmental compliance when the Ameresco landfill gas power plant is non-operational due to maintenance or mechanical issues. The Board of Directors has previously approved the purchase of the flare equipment. This agreement is solely for the placement and installation of the flare equipment and interconnection to existing and new LFG collection and control systems. This amendment also recognizes the recent corporate acquisition of our existing vendor by another engineering firm.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Agreement Amendment No. 1
- 3. Exhibit B Original Agreement with GC Environmental, Inc.
- 3. Exhibit C Revised Scope of Work and Payment Schedule

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR THE JOHNSON CANYON LANDFILL GAS FLARE RECOGNIZING THE ACQUISITION OF GC ENVIRONMENTAL INC. BY ES ENVIRONMENTAL SERVICES, LLC, AND APPROVING ADDITIONAL SERVICES FOR LANDFILL GAS FLARE INTERCONNECT AND CONTROL SYSTEM INSTALLATION IN AN AMOUNT NOT TO EXCEED \$112,286.14.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 of Professional Services Agreement with ES Engineering Services, LLC, to account for vendor name change and extended contract scope of work for an amount not to exceed \$112,286.14, as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 19th day of May 2016, by the following vote:

AYES:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
ABSTAIN:	BOARD MEMBERS:		
		Jyl Lutes, President	
ATTEST:			
Elia Zavala, (Clerk of the Board		



EXHIBIT A

AMENDMENT NO. 1

OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND ES ENGINEERING SERVICES, LLC, FOR

ENGINEERING SERVICES FOR JOHNSON CANYON LANDFILL GAS FLARE

This amendment No.1 is made and entered into this 19th day of May 2016, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and ES Engineering Services, LLC, (hereinafter "Consultant").

- A. WHEREAS, The Authority entered into a Professional Services Agreement with GC Environmental, Inc. dated December 2, 2014 (Exhibit "B") for Landfill Gas Flare consulting and engineering services, and,
- B. WHEREAS, GC Environmental, Inc. was subsequently acquired by ES Engineering Services, LLC who maintains the required expertise and desire to continue to provide services to the Authority and,
- C. WHEREAS, The Authority wishes to exercise the additional services provision of the original agreement for services related to the construction and startup of the new Landfill Gas Flare System project at Johnson Canyon Landfill;

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as follows:

All terms of the aforementioned agreement will continue in force with the exception of the following changes:

- 1. <u>Amendments to the Entire Agreement</u>. The entire Agreement and all other associated agreements, change orders, and exhibits contemplated by the Parties shall be amended, such that the words "GC Environmental, Inc." shall be replaced by the word "ES Engineering Services LLC".
- 2. <u>Amendment to Completion Schedule</u>. Consultant shall complete the additional services described on Exhibit "C" by December 31, 2016.
- 3. <u>Amendment to Compensation.</u> Authority agrees to pay Consultant for additional services as provided for in Section 5 of the original agreement. These new services rendered to Authority pursuant to this agreement in an amount not to exceed \$112,286.14 as indicated in the scopes of work and payment schedules in Exhibit "C".

These services include overseeing installation of flare station components and flare control systems and are detailed in Exhibit "C".

- 4. <u>Amendment to Project Director</u>. The project director Richard Prosser shall be replaced by Dean Stanphill.
- 5. <u>Amendment to Written Notices</u>. Written notices to Consultant shall be addressed to ES Engineering Services, LLC. 1036 West Taft Avenue, Orange, Ca. 92865. Attn: Dean Stanphill.

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:	A POPO OVER A SITO FORM	
	APPROVED AS TO FORM:	
R. Patrick Mathews	Thomas M. Bruen	
Chief Administrative Officer	Authority General Counsel	
ATTEST:		
Elia Zavala Clerk of the Board		
ES ENGINEERING SERVICES, LLC:		
Signature	Printed Name/Title	
Data		



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND GC ENVIRONMENTAL, INC. TO PROVIDE ENGINEERING SERVICES FOR THE JOHNSON CANYON LANDFILL GAS FLARE

This agreement, made and entered into this 2nd day of December by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and GC Environmental, Inc. (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "A," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "A" by June 30, 2015.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "A."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "A." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "A." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "A" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.
- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. <u>Richard Prosser</u> is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager or designated representative.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor:
- c. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

11. Insurance

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent form covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate per project site.
- C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of SVSWA, either within the policy form or via endorsement."

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium.

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a

transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "A" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other

proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statue or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS
Any claims for relief against the Authority shall be subject to the claims requirements of
Government Code Section 905 et seq. and the Authority's Ordinance Code Article 3.04 and
must be submitted to arbitration or litigation within the applicable statutes of limitations
governing civil actions in California, or will otherwise be barred. The arbitrators shall be
without jurisdiction to hear or determine claims barred by the statute of limitations. This
provision shall be enforced by the Superior Court of Monterey County or any other court of
competent jurisdiction.

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
 - 1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 - 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.
- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "A," except that:
 - 1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging

other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:

- (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
- (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail
Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered
Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Suite 101
Salinas, CA 93901

B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

GC Environmental, Inc Attn: Richard Prosser, PE, CEO 1230 North Jefferson Street, Suite J Anaheim, California 92807

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services requires under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

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APPROVED AS TO FORM:

Thomas M. Bruen
Authority General Counsel

General Manager/CAO

)

ATTEST:

Elia Zavala
Clerk of the Board

CONSULTANT: GC ENVIRONMENTAL, INC.

Signature

Richard Prosser, PE

Printed Name

CEO Title

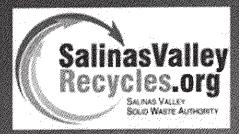
Attachments:

Exhibit A Scope of Services

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES LANDFILL GAS FLARE REV 1: 11 NOV 2015

For the Johnson Canyon Landfill Flare Addition 31400 Johnson Canyon Road, Gonzales, CA

Prepared for:



128 Sun Street, Suite 101 Salinas, CA 93901-3751





130 Vine Street Reno, Nevada 89503-5546 (775) 410-1189



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Attachment A - Organization Chart

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 $Attachment \ D-Additional \ Team \ Experience$



1 INTRODUCTION

GC Environmental, Inc. (GCE) is pleased to submit this proposal to the Salinas Valley Solid Waste Authority (SVSWA) to provide engineering consulting, analysis, and design services; construction scope of work services, and construction review services at the Johnson Canyon Landfill (Landfill), located approximately 2.5 miles east of Gonzales, California on Fifth Street/Johnson Canyon Road. The first two sections of this proposal provide a brief Introduction and statement on Project Understanding. Starting in Section 3 is our specific response to the Request for Proposals (RFP).

Our qualifications for this project are second to none. GCE, established in 1991, is a vertically-integrated engineering firm with offices in Anaheim, CA, Reno. Reno Nevada, and Portland Oregon. Our highly-skilled professionals are intimately familiar with the installation, operation, and maintenance of landfill gas (LFG) flares and are ready to handle all aspects of engineering, permitting, construction management, project administration, and training services. We have truly formed our corporation around what we hold in the highest regard, our clients' needs.

It should be noted that <u>GCE</u> has no conflicts of interest with this project. GCE is not a flare manufacturer and has no ties to any flare manufacturers. GCE will only work for the best interests of the SVSWA.

2 COMPANY INFORMATION

GCE, a California Corporation established in 1991, and has grown over the years establishing ourselves as an integrated engineering firm focused on landfill gas related migration control, regulatory compliance, and sustainability projects. GCE principals have extensive experience providing a full range of comprehensive solid waste services on projects for clients. Our experience includes biogas recovery and conveyance system design, biogas power project design, permitting, flare station design and fabrication, biogas component design and fabrication, construction, operations and maintenance, troubleshooting, remediation, and closure. GCE is also a California General A, HAZ Contractor license (#709413).

GCE is leading the forefront of technology in biogas combustion as emission standards are lowered as regulatory agencies strive to meet climate change initiatives such as Assembly Bill 32 (AB32) in California. GCE's process engineering capabilities are second to none. Our personnel have extensive experience across a broad range of fields, including the oil and gas industry and biogas to energy. GCE's personnel have developed proprietary gas conditioning systems that have successfully been used at sites across the United States. GCE has developed innovative ways in which to convert hydrogen sulfide in biogas to elemental sulfur implementing this project at one of the largest biogas to energy facilities in the United States. Included in all of our projects is full system instrumentation, including extensive PLC and SCADA programming with VPN access.

GCE's geotechnical investigations are focused on providing the necessary information for the safe and economical design of structures. We provide comprehensive field investigations, laboratory testing, geotechnical engineering, and geologic/seismic evaluations. Our reports include an evaluation of site geologic and seismic hazards, including fault studies and determination of the maximum probable and credible earthquakes and associated ground motions. Drilling, geotechnical testing and special inspection services are provided out of our accredited laboratory in Reno Nevada.

Complementing our skills set are professionals with years of construction experience to handle all aspects of construction management, project administration, and training services.

With an unparalleled reputation in the landfill gas and methane mitigation industry, extensive experience in landfill gas engineering including energy recovery engineering, methane investigations, building



Landfill Gas Flare Addition Project

methane protection systems, gas control system design, and operations and maintenance of the gas collection and mitigation control system, civil and process design, bidding assistance, and construction support services, GCE is well qualified for this work.

The Point of Contact information for all services presented within this Proposal is as follows:

GC Environmental, Inc.

1230 North Jefferson Street, Suite J

Anaheim, California 92807 Phone: 714-632-9969

Fax: 714-632-9968

Contact: Mr. Richard Prosser, PE, CEO Email: rprosser@gc-environmental.com

GC Environmental, Inc. Offices

California

Anaheim Office Manager and Sr. Vice President, Farideh Kia, RG, CHG

1230 N. Jefferson Street, Suite J

Anaheim, CA 92807

Telephone: (714) 632-9969

Fax: (714) 632-9968

Oregon

Portland Office Manager and Sr, Vice President, Dan Waineo, PE

107 SE Washington Street, Suite 243

Portland, OR 97214

Telephone: (503) 234-7984

Fax: (503) 231-6485

Nevada

Reno Office Manager and Company President, Dean Sanphill, PE, GE

520 Edison Way Reno, NV 89502

Telephone: (775) 410-1189

Fax: (775) 856-6042

The Anaheim office is the Company's founding office, with additional offices established to better meet our clients' needs throughout the western United States. Recently, the Portland office completed fuel gas system redesign, engineering and construction services for a 26 MW landfill gas to energy facility in Roosevelt, Washington. Mr. Waineo of the Portland office routinely travels throughout the United States to provide engineering, construction support, trouble shooting, PLC, and SCADA programming, regulatory compliance and systems to provide renewable energy credits for multiple projects and clients.

The Reno, Nevada office's focus is on Civil engineering, geotechnical engineering, construction inspection/management, stormwater, and environmental services including Tier 2 NMOC Testing, Nonwater Corrective Action Plans, and a full range of NPDES services.



3 PROJECT PURPOSE AND UNDERSTANDING

The following is our understanding of the purpose of the project and project history as presented in the Request for Proposals, dated 13 February 2014, as well as the subsequent Addendum I and Addendum II and subsequent telephone discussions with Dave Meza. Acknowledgement of these addenda is provided in **Attachment C**. This proposal is also based on information obtained at the California State Water Resources Control Board's GeoTracker website http://geotracker.waterboards.ca.gov/.

3.1 Background

The Johnson Canyon Landfill is an active Class III municipal solid waste landfill, owned and operated by the SVSWA. The landfill commenced operations in July 1976 under the original ownership of the Monterey County Department of Public Works. The landfill is located in unincorporated Monterey County; agricultural uses occupy the parcels adjacent to the facility. The total area of the site is 163 acres, 96 acres of which are permitted for landfilling. The permitted disposal area is divided into 10 modules. Modules I, II, and III are near capacity; about one half of Modules IV, V, and VI are near capacity; and Module 456B is currently being used for refuse placement. Module I is unlined; Module II and part of Module III have California Subchapter 15 liners. The balance of Module III, all of Modules IV through VI, and Module 456B have Code of Federal Regulations Subtitle D liners. A landfill gas extraction system currently extracts gas from all Modules, and Modules II through VI were constructed with leachate collection and removal systems.

The landfill has an on-going groundwater, leachate, and landfill gas monitoring program, as required by the Waste Discharge Requirements and Monitoring and Reporting Program adopted for the facility by the Central Coast Regional Water Quality Control Board. Monitoring results are submitted to the Board semi-annually.

Specifically, the landfill has approximately 52 landfill gas wells in operation with a cumulative flow of approximately 720 cubic feet per minute (CFM). The LFG has a methane content of 50-55 percent and is managed via combustion in one enclosed ground flare with maximum ratings of 600 CFM LFG and 18 million British Thermal Units per hour (MMBTU/hr) and a 1.4-megawatt landfill-gas-to-energy facility that is located on site and is owned and operated by Ameresco, Inc. The existing LFG flare was installed in 2000; the LFG-to-energy system began operation in 2013.

3.2 Purpose for Project

Because the landfill continues to accept waste, the production of LFG will also increase. This increase will exceed the cumulative capacity of the existing LFG flare and LFG-to-energy facility. An additional LFG flare is needed, in conjunction with a blower system. To this end, GCE will:

- Review the existing LFG data and confer with SVSWA and Ameresco personnel;
- · Review the preliminary proposed LFG flare site plan;
- Provide the scope of work for a LFG flare, a blower system, and other details required to connect the flare to the system;
- Provide pipe routing drawings and piping and instrument drawing for use by the General Contractors bidding the design/construction project.



4 DISCUSSION OF GENERAL APPROACH

SVSWA seeks to replace the existing flare to upgrade its size and capacity and install a second (new) landfill gas flare at the Johnson Canyon Landfill (Landfill). As discussed previously, the Landfill currently operates an enclosed landfill gas flare rated for 600 standard cubic feet per minute (scfm). The well field at the Landfill consists of 52 landfill gas wells. A landfill gas-to-energy (LFGTE) facility, owned and operated by Ameresco, exists at the Landfill and the new flare must coordinate with its operations.

SVSWA is seeking engineering assistance to seek turnkey design/construct bids from qualified contractors for the upgraded landfill gas flare system. Conceptual level drawings and detailed construction specifications are needed for bidding the work. One approach to expedite the construction is for the Authority to purchase the flares so that air permit submittals can be expedited. This option will be discussed with the Authority during the kick off meeting. Requested tasks to complete the Scope of Work as defined in the RFP and in Addenda I and II, are discussed below.

TASK 1.0: PROJECT KICKOFF MEETING AND REVIEW OF LANDFILL GAS DATA

GCE will conduct a project kickoff meeting with SVSWA personnel and Ameresco personnel if available to introduce project personnel, discuss the goals of the project, specific project needs, and to obtain various data needed to perform the requested engineering. GCE can perform independent sizing evaluation of the flares capacity by evaluating the existing LFG recovery operational data, surface emission monitoring data, probe data. An important design consideration is the ability to burn the small quantity of residual gas when the engine(s) is running. If data is available, GCE can calculate site specific landfill gas model constants. This will help to evaluate the estimated future landfill gas collection rate. To prepare a site specific model, GCE will review the following data upon receipt from the SVSWA:

- One quarter of LFG well monitoring data;
- · One year of Surface Emissions Monitoring Data;
- One year of Perimeter Probe Monitoring Data;
- One quarter of existing flare station operating data and LFG quality;
- One quarter of LFGTE plant operating data;
- · The latest LFG generation model
- Last round of wellfield sounding or integrity data;
- Gas Control and Collection System (GCCS) Master Development Plan (if available);
- Review the current GCCS As-built;
- Review current electrical service and location;
- Review flare control system and capability of PLC and SCADA systems
- Review waste intake forecast and schedule;
- Landfill development plans and closure schedule that could influence the future LFG generation;



The intent of the data review is to assess the overall flaring capacity needs to verify that the flares will meet future needs and potential turn down issues caused by partial gas flow to the engines and the need to burn small quantities of residual gas.

Task 1.0 Deliverables and Meetings

Deliverables and meetings in Task 1.0 include preparing a **Design Basis Memorandum**. The purpose of the Design Basis Memorandum (DBM) is to discuss the goals of the project, design parameters based on well field needs and power plan needs, and the constraints and/or requirements for the operations of the new flare facility. The DBM will discuss the following:

- · Results of data review;
- Operation capacities needed;
- Emissions criteria per MCUAPCD;
- Suggestions for coordination and/or automated controls between the flare and the LFGTE power plant;
- Industry standard "bells and whistles" and/or SVSWA preferences;
- Other features or equipment necessary to satisfy the project need or to comply with applicable regulations;
- Regulatory guidance;
- Coordinating construction activities with Ameresco operations; and
- Coordinating flares' construction to reduce system downtime.
- Preliminary engineers estimate
- · Preliminary schedule

One meeting is anticipated during completion of Task 1.0. Additional site meetings if requested by SVSWA may be provided on a time and expense basis. It should be noted that, per Addendum II, no electrical drawings or other electrical work are included. Our scope of work also does not include PLC or SCADA programming (although this can be provided as an extra scope upon request). Furthermore, all structural calculations, soil evaluations, and design will be by others, although if desired, GCE can perform these services at an extra cost.

TASK 2.0: REVIEW PRELIMINARY PROPOSED LFG FLARE SITE PLAN

During our initial site visit, GCE will inspect the location and the existing flare station, LFG conveyance header, proposal flare station location, header routing options, potential water drainage issues, and existing foundation conditions. In addition, GCE will review existing condensate management facilities and ancillary equipment such as air compressors and conveyance piping. SVSWA provided a revised site plan identifying the intended location for the new flare and blower. The purpose of the site visit and review of the proposed location will also serve to identify interferences that the construction contractor may have constructing the new flare. Using available site plans, GCE will verify the proposed locations



for the potential header routes. GCE will require underground utility plans from the Authority to verify potential interferences with subsurface construction.

Task 2.0: Deliverables and Meetings

Task 2.0 will be completed during the site meeting conducted in Task 1.0 above. There are no scheduled deliverables for Task 2.0 at this time.

TASK 3.0: PROVIDE SCOPE OF WORK AND DETAILS NECESSARY TO CONNECT THE NEW FLARE STATION TO THE EXISTING GCCS

In Task 3.0, GCE will prepare a conceptual layout for the design/build contractors use for the design and construction of the civil, mechanical, electrical, and control Works using guidance input by other professionals for electrical control, and structural engineering. Draft and final layout and P&ID sheets will be provided. Additionally, an engineering estimate for the procurement of the new flares and system construction will be prepared. The conceptual layout Prepared by the Authority will be the plan that GCE will implement, provided there are no interferences determined during GCE's site evaluation. Submittals will be made at a 60% bid set, to be followed by 90%, and 100% submittals. Note that no electrical control, or structural drawings will be included as per Addendum No. II. It is recommended that as-built drawings be included in the bid package for the contractor's use in preparing their bids.

The performance specification for the flare will be designed to suit the operational requirements for the landfill well field in concert with the existing flare station and operations of the LFGTE power plant. The performance specification will indicate the required flow, vacuum, control features, and emissions factors suitable to meet Monterey Bay Unified Air Pollution Control District (MBUAPCD) Best Achievable Control Technology requirements for flares which are:

- NOx 0.06 lbs/MMBTU;
- CO 0.4 lbs/MMBTU;
- VOCs 0.03 lbs/MMBTU; and
- Comply with USEPA New Source Performance Standards (NSPS) Subpart WWW

As part of the design of the new flare, GCE will review total site emissions to assess whether or not any lower emission factors will be necessary to prevent SVSWA from having to obtain offsets from the MCUAPCD. A discussion of the emissions limits will be included in the Design Basis Memorandum completed in Task 1.0 above.

Task 3.0 Deliverables and Meetings

The following are recommended deliverables in Task 3.0.

- Conceptual layout and site meeting with SVSWA personnel
- 60% drawings and specifications
- Onsite meeting with SCSWA to discuss 90% drawings and specifications
- Respond to comments on 60% submittal
- 90% Drawings and specifications



- Respond to comments on 90% submittal
- 100% drawings and specifications
- Engineers Estimate

Optional Tasks

OPTIONAL TASK 4.0: PROVIDE FOUNDATION SYSTEM FOR THE FLARE

GCE understands that the SVSWA would prefer to use the existing foundation for the elevated leachate tank for the new flare station. The existing foundation measures 10 feet wide by 36 feet long and contains reinforcement. In accordance with Addendum II, the City will be conducting coring and will determine rebar spacing for the interior of the foundation.

Therefore, without sufficient information on the existing foundation, and without knowing the weights and dimensions of the proposed flare station, GCE can assess the proposed foundation following receipt of additional information from the SVSWA as noted in Addendum I. GCE's assessment will determine whether or not the existing foundation is suitable for a new flare station considering latest building and seismic code requirements and capable of meeting permit requirements. A maximum height of 29 feet will be used for the stack portion.

Designing a new foundation or specifying additions to the existing foundation is not considered part of the current scope of services and proposed budget. It must also be understood that actual anchorage of the flare cannot be finalized until the flare is purchased and calculations are provided.

Task 4.0 Deliverables (Optional Task)

Deliverables in Task 4 include:

- Specify the site seismic hazards based on the ASCE 7-10 as adopted by the 2013 California Building Code;
- Gravity and seismic analysis of the proposed flare station including a stack flare and a blower skid assuming a skid weight of 15,000 lbs and a flare stack weight of 10,000 lbs.;
- Evaluation of the existing foundation including the reinforced concrete footing and rebar based on the site observation, coring and rebar x-ray provided by SVSWA;
- Evaluate the existing soil conditions based on the available soils report provided by SVSWA or Chapter 18 of the 2013 California Building Code;
- Design of the anchorage of the flare stack and blower skid to the existing foundation;
 Develop a structural engineering calculations report; and
- Develop construction documents including the general notes, plans, elevations and details



Landfill Gas Flare Addition Project

OPTIONAL TASK 5.0: REVIEW VARIOUS PORTIONS OF CONSTRUCTION

In Task 5.0, GCE will provide limited construction oversight during the installation and tie-ins of the proposed flare facility. GCE will provide an on-site construction quality assurance (CQA) monitor during the construction/installation of the new flare and during startup and testing operations to document that the flare station is installed in accordance with the approved construction drawings and specifications. Items that the CQA monitor will review during his/her onsite inspection may include:

- Documentation of the delivery process;
- Overseeing the installation and anchoring of the flare station components in accordance with the drawings, specifications, and manufacturer's recommendations;
- Inspecting the various tie-ins of the new flare station to existing GCCS piping network;
- Coordinating with the SVSWA for any shutdowns needed for existing flare station and LFGTE power plant operations during tie-ins of new equipment;
- Documentation of the manufacturer's startup and testing procedures;
- Attend construction progress meeting with SVSWA personnel and the Contractor's personnel; and
- · Reviewing Contractor and flare vendor submittals to ensure compliance with drawings and
- specifications.

OPTIONAL TASK 6.0: CERTIFY THAT ALL WORK COMPLIES WITH STATE AND FEDERAL AIR QUALITY LAWS

In accordance with Addendum II, the SVSWA will be certifying that the new flare station complies with the State and Federal Air Quality Laws which includes but it not limited to permitting and performance (source/stack) testing. However, during the initial design phase, and as discussed in the proposed DBM, GCE will design the new flare to comply with the current BACT criteria of the MCUAPCD. In the flare performance specifications in Task 3.0, GCE will include in the specification a requirement of the Contractor or Flare Vendor to provide emissions guarantees indicating compliance with the MCUAPCD Rules and Regulations and well as compliance with the NSPS Subpart WWW and other applicable regulations such as the California Assembly Bill 32, Methane Control Measures for Municipal Solid Waste Landfills. Since the SVSWA indicated in Addendum II that it will be addressing this task, no permitting or stack testing is included in this scope of work. Permitting and testing can be completed if requested by SVSWA for additional fees under a separate scope of work.

4.1 Additional Available Items

As discussed above, there are aspects of this project that are not included in the scope of work for this proposal. These items can be provided at additional cost upon execution of a change order

4.1.1 CEQA and Air Quality Permits

CEQA, or the California Environmental Quality Act, is a statute of the California Public Resources Code (Section 21000, et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. The project must comply with all CEQA requirements. Because CEQA compliance for the project is required prior to issuance of an Authority to Construct, this aspect is a high priority. As the public agency that has the primary responsibility in approving this project, the SVSWA is the "Lead Agency" for CEQA purposes. Other public agencies who have approval responsibilities—"Responsible Agencies" under CEQA—are



Landfill Gas Flare Addition Project

Monterey County (for construction permits) and the MBUAPCD (for air permits). All construction permits are assumed the responsibility of the chosen contractor.

Negative Declaration

A negative declaration is likely the CEQA procedure that applies to this project. A negative declaration (Title 14, Sections 15070 through 15075 of the California Code of Regulations) is based on an initial study that shows that there is no substantial evidence, in light of the whole record before the agency, that the project will not have a significant impact on the environment. The negative declaration will include the initial study as well as a description of the project, its location and the proposed finding. For the purposes of our study, we will utilize the CEQA Checklist that looks at aesthetics, biological resources, hazards and hazardous materials, public services, utilities, agricultural resources, cultural resources, hydrology, noise, recreation, air quality, geology, land use, population, and transportation.

Authority to Construct / Permit to Operate and New Source Review

The pertinent MBUAPCD regulations are provided, in part, below:

Authority to Construct (MBUAPCD Rule 200, Section 3.1)

"No person shall build, erect, alter, or replace any article, machine, equipment or other contrivance which may cause the issuance of air contaminants or the use of which may eliminate or reduce or control the issuance of air contaminants unless the facility owner or operator has obtained a separate written Authority to Construct for each permit unit from the Air Pollution Control Officer. An Authority to Construct shall remain in effect until the Permit to Operate the equipment for which the application was filed is granted or denied or the application is cancelled. An Authority to Construct allows for temporary operation, until the issuance of a Permit to Operate, to verify compliance. The temporary operation must be in accordance with all District Rules and Regulations and the conditions contained on the Authority to Construct."

Permit to Operate (MBUAPCD Rule 200, Section 3.2)

"Except as allowed for in Section 3.1 above, before any article, machine, equipment or other contrivance may be operated or used, a separate written permit shall be obtained from the Air Pollution Control Officer for each permit unit. No Permit to Operate shall be granted either by the Air Pollution Control Officer, or the Hearing Board for any article, machine, equipment or contrivance until the information required is presented to the Air Pollution Control Officer and such article, machine, equipment or contrivance is altered, if necessary, and made to conform to the standards set forth in these Rules and Regulations."

Review of New or Modified Sources (MBUAPCD Rule 207, Section 1.2)

"This Rule shall apply to all new stationary sources and all modifications to existing stationary sources which, after construction or modification, emit or have the potential to emit any affected pollutants, as defined in Section 2.1 herein."

A completed permit application would include all required data forms, all paid fees, a cover letter, significant information to calculate emissions, and a copy of the initial study (as needed).



4.1.2 New Foundation System Design

As mentioned above, should the existing proposed foundation not be suitable for the new flare, the required design of a new foundation or additions to the existing foundation would not be considered part of the scope of this project. GCE would be happy to provide this service to the SVSWA at additional cost upon approval of a change order.

4.1.3 Other Additional Services

Training of operations personnel in the proper and efficient use of the various control features of the flare and inter-related systems, surveying, testing, legal services or the contracting of other professional consultants, if required, will be communicated to the SVSWA for approval. Costs for additional services, if needed, will be communicated to the SVSWA for review and approved and will be charged on an hourly basis.

5 PROJECT TEAM ORGANIZATION

An Organization Chart of the staff assigned to this project is included in Attachment A.

6 PERSONNEL

GCE has selected highly knowledgeable and experienced staff for all aspect of this project. The following provides brief summaries of the key staff relevant experience and capabilities. Resumes of the key staff and support staff listed below are provided in **Attachment B.**

6.1 Project Principal

Richard Prosser, PE - Mr. Prosser, founder and CEO of GCE has been providing solutions for landfill gas systems/environmental problems for over 40 years. Recent experience includes the design and implementation of energy recovery projects, developing new processes to clean landfill gas, helping clients remedy problems caused by faulty designs by other companies, and assisting engineers within GCE. Mr. Prosser is intimately familiar with local, state and Federal regulatory issues and trends including air and water regulations. He has frequently been responsible for in-depth interaction and negotiations with regulatory agencies, which have resulted in substantial cost savings to clients. His experience includes managing, designing, and performing third party reviews for projects around the world. He commonly performs technical, performance, and economic evaluations, biogas generation modeling, designing and troubleshooting of landfill gas collection systems, landfill fire mitigation, biogas flare stations design and troubleshooting, compressor plant design, energy recovery facilities design and operation, and leachate and condensate water treatment system design. Mr. Prosser has a "General A" contractor's license with Hazmat certification and a C57 well drilling license. Mr. Prosser will serve as the project manager and lead engineer and will be responsible for the design and review of all work for this project.

Availability for this project: 30%

Mr. Prosser's contact information is as follows:

Mr. Richard Prosser, CEO GC Environmental, Inc. 1230 North Jefferson Street, Suite J Anaheim, California 92807 E-mail: rprosser@gc-environmental.com



Phone: (714) 632-9969 ext. 102 [office] (714) 745-3276 [cellular]

6.2 Quality Assurance Manager and GCE Principal Engineer

Mr. Daniel Waineo, PE - Mr. Waineo, a Senior Vice President and Principal Engineer at GCE, has been with the Company for more than 17 years. He has extensive landfill gas experience on many projects throughout the United States. Mr. Waineo will be the quality assurance manager and design manager for this project. His areas of specialty include civil engineering, controls engineering, process engineering, and environmental engineering. Mr. Waineo has designed numerous landfill gas collection systems, siloxane treatment systems, hydrogen sulfide treatment systems, condensate control systems, compressor systems, gas dehydration systems, digester gas systems, methane protection systems for buildings, electrical control systems, SCADA systems, and has been responsible for modifications to existing collection/control systems. Mr. Waineo will also assist Mr. Prosser with the project development tasks and will be available to the SVSWA throughout the project.

Availability for this project: 30%

Mr. Waineo's contact information is as follows:

Mr. Daniel Waineo, Senior Vice President GC Environmental, Inc. 107 SE Washington Street #243 Portland, Oregon 97214 E-mail: dwaineo@gc-environmental.com Phone: (503) 234-7984 ext. 21201 [office]

(714) 745-3402 [cellular]

6.3 Additional Principal Staff

Farideh Kia, PG - Ms. Kia, a Senior Vice President and Principal at GCE, has been with GCE for over 18 years. Ms. Kia has over 28 years of experience in environmental field and solid waste facilities including landfill gas management and control; permitting, assessment of groundwater, surface water and vadose-zone water issues related to landfills; landfill siting and expansion plans; assessment and evaluation of landfill gas generation, migration, and impact to groundwater; preparation of Closure/Post-Closure Maintenance Plans (PCMP); preparation of landfill gas extraction systems; remediation system Operation and Maintenance (O&M) plans; remedial system permitting; and preparation of remedial investigation, feasibility study, and Remedial Action Plans (RAPs) per the requirement of CCR Title 27. Part and parcel to this experience is expertise in the working with various air quality management-districts throughout the State of California as well as the United States Environmental Protection IEUA (USEPA). She routinely performs all reporting and leads negotiations for clients under California AB 32. She is a member of the California Climate Action Registry as well as other local professional and regulatory compliance groups. She also has been the primary trainer for the Solid Waste Association of North America for over 10 years and is chairwoman of the SWANA landfill gas training committee. Ms. Kia will be responsible for permitting and regulatory compliance issues.

Availability for this project: 25%

Ms. Kia's contact information is as follows:

Ms. Farideh Kia, Senior Vice President GC Environmental, Inc.



1230 North Jefferson Street, Suite J Anaheim, California 92807 E-mail: fkia@gc-environmental.com Phone: (714) 632-9969 ext. 103 [office]

(714) 815-8210 [cellular]

Dean Stanphill, PE, GE - Mr. Stanphill, GCE's President and Principal, has nearly 30 years of engineering experience throughout the United States and including international assignments. His area of specialty is in the areas of civil and geotechnical engineering including engineering and construction on landfills foundation design, and the evaluation of construction materials. In addition to being a California Registered Civil Engineer and California Registered Geotechnical Engineer, he is also a certified International Code Conference Masonry, Welding and Structural Steel and Spray Applied Fireproofing Special Inspector. He has given presentations to national wastewater treatment plant organizations on Combined Heat and Power Systems and is a member of the United States EPA Combined Heat and Power Task Force. Mr. Stanphill will be responsible for all geotechnical related work associated with this project.

Availability for this project: 15%

Mr. Stanphill's contact information is as follows:

Mr. Dean Stanphill, President GC Environmental, Inc. 130 Vine Street Reno, Nevada 89503 E-mail: dstanphill@gc-environmental.com Phone: (775) 410-1189 [office] (775) 560-3911 [cellular]

6.4 Project Engineering Staff

Aaron Parker, PE - Mr. Parker, Project Engineer, had been performing flare station and energy recovery engineering at multiple landfill sites. Project engineering recently completed by Mr. Park is the replacement of three flares for the City of Mountain View. This work is not yet constructed. Mr. Parker has been with GC Environmental for five years.

Availability for this project: 75%

Mr. Parker's contact information is as follows:

Mr. Aaron Parker, Project Engineer GC Environmental, Inc. 107 SE Washington Street #243 Portland, Oregon 97214 E-mail: aparker@gc-environmental.com Phone: (503) 234-7984 ext. 21202 [office]

(503) 913-8364 [cellular]



6.5 Other Support Staff

GCE maintains a staff of talented designers and engineers to assist the principals mentioned above. This support staff includes the following:

- Mr. Dustin Stickney, EIT, Civil Engineering
- Ross Brown, EIT, Civil Engineering
- Richard Frizzell, PG, Geology
- ♦ Ms. Nelsene Alford, Biologist

All staff will be assigned to the project based on their experience and individual skill sets in such a manner as to complete the new flare design project in a prompt and cost effective manner.

7 TEAM EXPERIENCE

Richard Prosser and Daniel Waineo have worked on numerous flare projects over the last 40 and 17 years, respectively. It must be understood that these projects rarely were limited to the flare station only. More often, the scope of work included the entire landfill gas collection and destruction system, which in many instances also included an energy component. On the next page, two projects are described, in conformance with the RFP's instruction to "limit the number of clients described to two projects." Please refer to **Attachment D** for a much more exhaustive list which more thoroughly demonstrates GCE's abilities.



GROUND FLARE EXPERIENCE	Photo Description	GCE did a major Power Plant fuel conditioning system redesign. Part of the work included setting up the ground flare to operate with the new process.	\$450,000 GCE engineered an integrated landfill fuel gas conditioning system and flare system for power generation.
ND FLA	Cost	\$621,000	\$450,000
GROL	Date	2013	2012
	Engineer	X Daniel Waineo	X X Daniel Waineo
	Scope* D C P	×	×
		×	×
	· · · =	×	×
	Candfill	Roosevelt Landfill, Roosevelt, WA	Clover Flats Landfill, Calistoga, CA

*D - Design of Flare; C - CQA of Flare; P - Programming

Again, a more exhaustive list of GCE's experience with ground flares can be found in Attachment D.



8 REFERENCES

Please note the references in the "Contact" information for the following project descriptions:

Landfill Gas Engineering, Regulatory Compliance, Leachate System Redesign, System Upgrades, and Microturbine Replacement, Mountain View, CA

Contact: Mr. Tim Pike, (510) 427-6089 or Mr. Nirmal Sajjan, (605) 903-6284; City of Mountain View, 500 Castro Street, Mountain View, California 94041

GCE's personnel have been performing LFG system engineering at the Mountain View Landfill since 1987. The work has involved designing LFG collection systems, redesigning old LFG collection systems that were constructed in early 1980, designing the flare station, preparing permits, training, and numerous additional tasks that have been assigned over the years. GCE continues to provide services via an on-call contract.



Landfill Gas Engineering

The City of Mountain View Landfill encompasses over 1000 acres. The landfill is home of the Shoreline Regional Park. This showcase project includes the Shoreline Amphitheater, an 18-hole golf course with clubhouse/restaurant, and park. GC Environmental, Inc. (GCE) has performed most of the landfill gas (LFG) engineering work that has been done at the site for the past 14 years including the flare station design, original and upgraded collection in the Front nine area of the golf course, and improvements to the gas barrier for Michael's Restaurant which has a multi-level methane protection system that includes landfill gas extraction, parking lot and building subsurface ventilation, and LEL monitors.

BAAOMD Compliance

One of the first projects performed at the site was to bring the landfill into compliance with the Bay Area Air Quality Management District's (BAAQMD) Rule 34. This involved the installation of a landfill gas collection system and a landfill gas flare system. The flare system was designed to collect gas from all areas of the site including Laidlaw's and Pacific Gas and Electric's (PG&E) gas systems. GCE personnel also worked with Bill Graham Presents to control methane gas emissions from a grass seating area on the landfill.

LFG and Leachate Extraction System Redesign

By the early 1990s, PG&E's LFG system was returned to the City. This system was old and in need of numerous repairs and upgrades. GCE was retained to re-design the landfill gas and leachate extraction systems for the 544-acre landfill parcel. The scope of work consisted of designing and preparing bid documents to upgrade the LFG system including leachate and condensate collection and disposal, LFG system expansion, and the preparation of bid documents including special provisions specifications. All work was performed to satisfy the applicable requirements of CCR Title 14 (Chapters 3 and 5) and Title 23 (Chapter 15), revised Article 5, 40 CFR Part 258 (Subtitle D) and the strict standards of the City of Mountain View. In addition, all designs complied with the requirements of CIWMB, BAAQMD, RWQCB, and the County of Santa Clara acting as LEA.



Systems Upgrade

GCE continues to be involved at the site performing PLC programming which controls the collection of LFG from the landfill and delivers the gas through a pipeline to an LFG to Energy Facility. GCE also continues to support the City with system upgrades as needed to help keep the system operating reliably. In 2007, GCE constructed a complete control system replacement for the site. This included the installation of a new AB PLC5 and a AB FactoryTalk Touchscreen panel for the completely automatic operation of three flares, three blowers and associated controls. The system is designed to automatically bring flares and blowers on line to keep the landfill in compliance if the LFG to Energy Facility goes down.

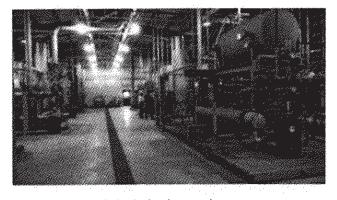
Microturbines

In 2012 GCE engineered facilities to replace two failed microturbines at the Landfill. The system included gas compression/treatment, microturbines interconnect to PG&E, SCADA data recording, system start-up and training.

Klickitat Public Utility District (KPUD) 28 MW Landfill Gas Fired Turbine Plant, Roosevelt Landfill, Klickitat County, WA

Contact: Kevin Ricks, (831) 768-3137; Klickitat Public Utility District, 1313 South Columbus Avenue, Goldendale, Washington 98620

GCEs initial involvement in 2010 was to review the lower compression station and gas treatment system for construction, process and safety issues. Following this a list of deficiencies was generated and submitted to the Contractor for repair. This list did not include plant repairs required to fix a failed sulfur removal system. GCE then assisted the KPUD for the next year by providing engineering support while the original design contractor started to revise the plant design. Because of considerable design and implementation deficiencies by the EPC contractor, they were eventually terminated and



GCE was hired to provide engineering to complete the project. Work includes integrating new systems into the existing operating facility.

Engineering and operation work included upgrades to the PLCs and plant controls, performing upgrades to the plant piping systems, replacement of the gas dehydration system, design of the multiple subsystems including chemical injection system, bump gas system to keep elemental sulfur suspended in solution, filtration system, RO water system, ASME pressure vessel rejection following non-code welding by the Contractor, flare system programming to improve reliability and decrease wasted fuel gas burned, flare modifications to reduce flame burn back in a waste gas pipe, and a pressure relief valve audit including upgrading most of the valves because they were undersized. GCE also did all of the PLC and SCADA programming for the sulfur removal system. GCE also had multiple conversations and letters to equipment suppliers because their equipment was either not constructed according to the contract specifications or it did not perform per the process guarantees. Reconstruction is complete and the plant is running extremely smoothly. GCE is currently working on increasing the plant capacity.



The replacement hydrogen sulfide process uses SulFerox process. This will be the first SulFerox system on biogas.

The compressor plant is designed for 8,800 scfm landfill gas at the plant inlet and 8,000 scfm at the plant outlet. Landfill gas undergoes in order of the process compression, initial cooling and water separation, hydrogen sulfide removal, dehydration, and siloxane removal.

Richmond Sanitary Landfill Electrical Generation Plant, Gas Processing Flare & Controls

Contact: Mr. Gary Ponder, (707) 738-8031; Richmond Sanitary Service, 3260 Blume Drive # 100, Richmond, California 94806

Richmond Sanitary Service sought to develop an energy recovery project while complying with the Bay Area Air Quality Management District's Rule 34. The method selected for energy recovery was electrical generation with power sales to Pacific Gas and Electric.

This system was designed and constructed by GCE principals. The gas collection system consists of vertical gas wells connected to a gas header to gather LFG for processing. Vacuum for gas collection is generated by compressors installed on a process equipment skid. Prior to compression, particulates are removed in a water-scrubbed packed tower. Mist and free water are also removed in the tower to protect the gas compressors.

Following compression to 40 PSIG, gas is cooled to condense water and then reheated to reduce the chance for condensate water formation in the pipeline to the engines.

A high turndown flare was designed and fabricated by GCE to dispose of gas that could not be burned in the engines. The flare included primary air mixing burners, automatic controls and a manual air damper to adjust the combustion temperature.

The PLC based controls system was designed to integrate the LFG fueled engines and gas collection process system.

A unique feature designed into the gas process system was the ability to increase its capacity by the installation of a third compressor. All pipes, separators, heat exchangers, etc. were designed for the increased capacity. About five years after the original installation a third engine and gas compressor was installed. Installation took place without a hitch. The system has been operating successfully ever since.



Landfill Gas System Design, CQA, Regulatory Compliance, Programming, O&M, Multiple Landfills, Kern County, CA

Contact: Mr. Tim Reed, (661) 862-8855; Kern County Waste Management, 2700 M Street #500, Bakersfield, California 93301

GC Environmental, Inc. (GCE) has been providing and continues to provide landfill gas services to the County of Kern since 1997 under several multi-year service contracts designed to assist the County with their landfill gas (LFG) issues for most of the County's landfills, which included:

Arvin Sanitary Landfill

- · LFG investigation
- LFG system design
- CQA services during LFG system construction
- LFG probe installation
- · LFG well extension
- · LFG well construction
- · Operation and maintenance consultation
- · Emission guideline certification
- SCADA system for LFG flare station
- Title 27 LFG monitoring well installation
- · Greenhouse Gas Upgrades

McFarland-Delano Sanitary Landfill

- LFG investigation
- LFG system design
- · CQA services during LFG system construction
- Operation and maintenance consultation
- SCADA system for LFG flare station
- · LFG perimeter probe installation
- Title 27 LFG monitoring well installation

Tehachapi Sanitary Landfill

- LFG investigation
- Probe installation
- LFG extraction well installation
- Title 27 LFG monitoring well installation
- Greenhouse Gas Upgrades

Shafter-Wasco Sanitary Landfill

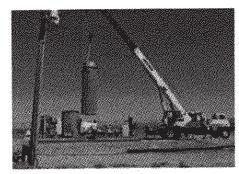
- LFG investigation
- Probe installation
- LFG system design
- Title 27 LFG monitoring well installation
- Greenhouse Gas Upgrades

China Grade Landfill

- LFG perimeter probe installation
- Title 27 LFG monitoring well installation
- Greenhouse Gas Upgrades

Kern Valley Sanitary Landfill

- Landfill cover recommendation memo
- LFG system design
- CQA services during LFG system construction
- Operation and maintenance consultation



Bena Sanitary Landfill

- Horizontal collector installation
- Horizontal well system investigation
- Phase 1 and Phase 2 LFG master plan
- LFG system design
- LFG utilization study
- Leachate & condensate recirculation system design
- Phase 2 LFG header extension
- LFG extraction well installation
- Title 27 LFG monitoring well installation
- LFG to Energy Project GCE is the developer for LFG to Energy and we are in the process of permitting.
- Greenhouse Gas Upgrades

Buttonwillow Sanitary Landfill

- LFG investigation
- · LFG probe installation

Lost Hills Sanitary Landfill

- LFG investigation
- Title 27 LFG monitoring well installation

Boron Sanitary Landfill

• Title 27 LFG monitoring well installation

Taft Sanitary Landfill

• Title 27 LFG monitoring well installation

Ridgecrest Sanitary Landfill

- LFG investigation
- Vadose zone sampling
- LFG system design
- CQA services during LFG system construction
- SCADA system for LFG flare station.
- LFG probe installation
- Title 27 LFG monitoring well installation Greenhouse Gas Upgrades



Landfill Gas System Design, CQA, NSPS Compliance, Ostrom Road Landfill, Wheatland, CA

Contact: Mr. Phillip Graham, (800) 208-2371; Recology Ostrom Road, 235 North First Street, Dixon, California, 95620

The Norcal Waste Systems Ostrom Road Landfill (NWSORL) is a Class II solid waste landfill facility. GC Environmental, Inc. (GCE) as a contractor to Alta Environmental and Norcal Waste Systems Ostrom Road Landfill, pursuant to 40 Code of Federal Regulations (CFR) Part 60, Subpart WWW, New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills, prepared landfill gas collection system plans and specifications for the expansion of the Ostrom Road landfill gas collection system to comply with the requirements of NSPS. Following approval of the plans, GCE acting as the general contractor constructed the expanded landfill



gas collection system. This expanded LFG collection system incorporated the existing LFG extraction wells, LFG extraction blower, flare, controls, and all peripheral equipment into the new system. The new landfill gas collection wells were designed and placed to collect LFG from currently in-place refuse to satisfy the requirement that all refuse older than 5 years be influenced by the LFG extraction wells.

GCE also prepared a Startup, Shutdown, and Malfunction (SSM) Plan that described detailed procedures for operating and maintaining the source (landfill gas) during periods of startup, shutdown, and malfunction; a program of corrective action for malfunctioning processes; and air pollution control and monitoring equipment used to comply with the relevant standard.



9 EXCEPTIONS/ALTERNATES/CLARIFICATIONS

None are needed

10 COST PROPOSAL

The total cost for the proposed work is \$27,210. A detailed cost estimate sheet is provided on the following page.

11 BASIS OF PROPOSAL

GCE will prepare limited drawings and specifications for the design/build bid package. Specifications will be prepared for work engineered by GCE. It is expected that other professionals providing design input for electrical and structural engineering will provide specifications suitable for their work that will be constructed by the Contractor. GCE will integrate these plans and specifications into the bid documents. GCE's work will be signed and stamped by a California registered engineer. Work provided by others will require stamp and signature.

12 LIMIATIONS

Information gathered during the project by GC Environmental, Inc. is considered confidential and will be released only upon written authorization of the Salinas Valley Solid Waste Authority or as required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or the environment.

The results contained in any oral or written report will be based upon the information acquired at the time of the investigation. It is possible that not all conditions will be identified during this project. The work will be consistent with the level of care and skill ordinarily exercised by members of our profession currently practicing under similar conditions in California. No warranty is expressed or implied.

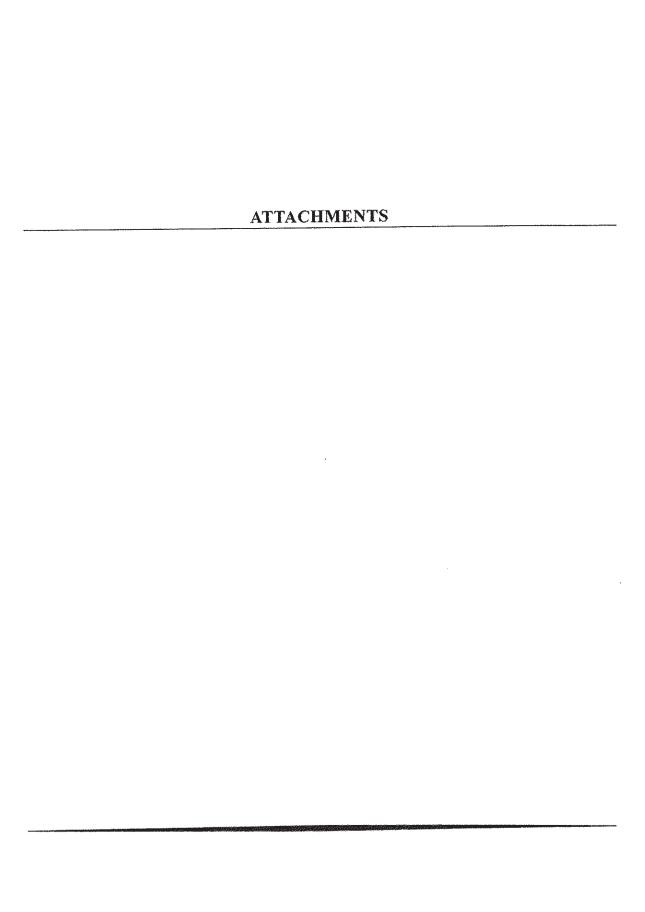
This proposal is the property of GC Environmental, Inc., and may be used only by the Client and only for the purposes stated, within a reasonable time from its issuance.

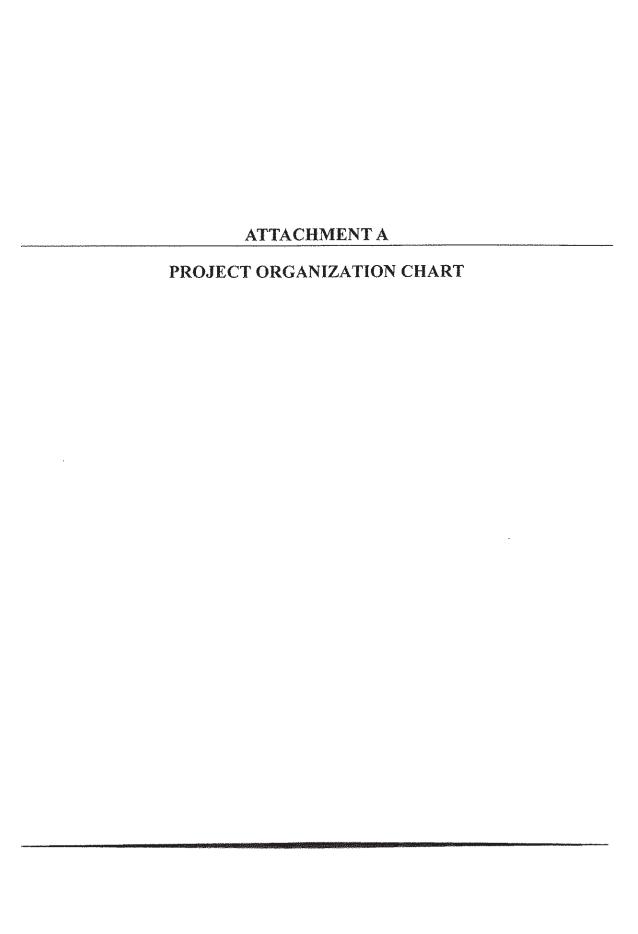


Salinas Valley Solid Waste Authority Landfill Gas Flare Addition Project Cost Proposal Spreads heet



	:: :: ::	GCE						
	Principal	Senior	GCE STATE	GCE	Support		Required	Optional
			Prof	Designer	Staff	Expense	Work Cost	WorkCost
Hourly Billing Rate (2013)	\$ 205,00	\$155.00	\$ 105,00	\$ 85.00	\$ 65.00			
Task 1: Review LFG Flare Station Designs Data	-		60				5 1.045	
Subtask 1.1: Preliminary Engineers Estimate	•		9 0					
Subbest 1.2 Prefinitiony Schedule			2					
TRIOIBIS	\$ 410.00	• • • • • • • • • • • • • • • • • • • •	\$ 1,890,06	واري	80/2	4.65	2,300	w)
Task 2: Review Preliminary Proposed LFG Site Plan	1	+		and the second s				
Subbask 2.1: LFG Modeling (Optional)	S		16		40			\$ 3225
Subtast 2.2 Evaluation of thre capacity options (Optional)	-		10					
SUBTOTAL	\$ 1,435.00	\$ 620.00 \$	\$ 2,526.00		\$ 520.00	en.	\$ 825.00	¥.
Task 2. Provide Scope of Work								8
Subbask 3.1: Prefinitiony Design Letter	7		×	16			\$ 4,700	
Subtast 3.2 Prepare special provision bid specs	4 0		101	16	16		\$ 14,960	
Subbask 3.2 Medings	46			40		\$ 200	\$ 2,550	
Subtast 3.2: Integrate other cogineers designs with hid plog	က		Q				\$ 1.875	
	\$ 4,100.00	***		\$ 3,400.00	\$ 1,040.00	\$ 230.00)**Z	U ¹ 2
Task & Provide Foundation System for Flare (2) (Optional)	nar ()							The state of the s
Subbast 4.1: Structural Engineering Evaluation								
Subtest 4.2 Review of Geotechnical Information							•	
Subback 4.3: Review of As-built Construction Documents							u	
SUBTOTAL		. i	s	جن	•	*	6/1	٤,
Task & Review Various Portions of Construction (Optional)								
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Sublest 5.2: Ergineeing SupportDuring Construction		16						
SUBTOTAL	1.55	\$2,480.00 \$	\$ 4,200.00	Ų")	i W	w	(₆ 5)	1.0
Task & Certification of Compliance with Air Quality Lar	Quality Laws (Optional)						4	
Subbest 6.1; Coordinate with Flare Provider			#0					940
Suitest 6.2: Coordinate initial source test			16					1,680
SUBTOTAL	.,	, so	\$ 2,520.00	47	i en	e#s	5	27
TOTAL							\$ 27,210	\$ 12,630
(1) GCE Principal category includes the following personnel	onnel							
Richard Proseer, Project Principal	***************************************							
Paritah Kis last envisoremental complicacional activity								
Casa Sanobill last oscitational saninas								
Aaron Parker, Project Engineer and lead des igner								
(2) Cost Basis								
Foundation designs for flare, pipe supports, blower, etc. will be by others	byothers			77.00				
Contractor will purchase and install flare, pipe, blower, and requ	er, and required controls.	Electrical and	Electrical and controls Engineering by others	ering by other	5.			
Studinal analysis and flare skid modifications required for the new flare and gas separator will be by others	new flave and g	as separator	will be by others	,				







ddition Project

SALINAS VALLEY SOLID WASTE AUTHORITY LANDFILL GAS FLARE ADDITION PROJECT ORGANIZATION



Project Principal Richard Prosser, PE

Engineer & Assistant Project Manager

Daniel Waineo, PE

Geofechnical

Dean Stanphill, PE

Aaron Parker, PE Dustin Stickney Daniel Waineo, PE Dean Stanphill, PE Tommy Smith CIMI

Process Control (If Desired)

Mechanical

Daniel Waineo, PE Aaron Parker, EIT

CMA (As Required)

Richard Prosser, PE Aaron Parker, PE

Permitting (If Desired)

Farideh Kia, PG, CHG Dustin Stickney, EIT Ross Brown, EIT

Subconfractors

Structural - Tobey Wade Structure Engineers



ATTACHMENT B

RESUMES



Richard Prosser, PE

Experience

30 years

Registrations/Certifications

Registered Professional Engineer, California

General A HAZ Contractor, California, #709413

Orange County Fire Authority (OCFA) Appproved: Soil Gas Investigator

Education

MS, Mechanical Engineering, California State University, Fullerton BS Engineering Science, California

EXPERIENCE SUMMARY

Mr. Prosser has over 30 years experience as a landfill gas, environmental, and process systems design engineer. His experience includes managing, designing, and performing third party review. He commonly performs technical, performance, and economic evaluations, landfill gas generation modeling, designing and troubleshooting of landfill gas collection systems, landfill fire mitigation, flare stations design and troubleshooting, compressor plant design, energy recovery facilities design and operation, and leachate and condensate water treatment system design. He has designed building protection systems for invading gases for hotels, office buildings, golf course clubhouses, and homes. In 1991 Mr. Prosser founded GC Environmental, Inc. and serves as its President. Mr. Prosser is one of the primary trainers for Operation and Maintenance of LFG system for the Solid Waste Association of North America (SWANA).

SELECT PROJECT EXPERIENCE

Blueridge Landfill

State University, Fullerton

Fresno, TX

GC-Environmental, Inc. performed Construction Management Services for the Blue Ridge landfill Gas Compressor Plant and made modifications to a landfill gas flare station to accommodate the changed flare system operation. Three major contractors participated in this project: 1) Civil construction consisting of surveying, grading and concrete work; 2) Mechanical construction consisting of setting all equipment, providing pipe and valves, welding and testing all interconnecting pipe and appurtenances including pipe changes in the flare station; 3) Electrical construction including construction the overhead pole lines, setting and wiring owner supplied equipment, and complete plant wiring, including wiring changes in the flare station

Charlotte, SC

This project was for supply, startup, and support services for a Siloxane removal skid assembly for the Greenville Gas Producers energy recovery project at the Enoree landfill located in South Carolina. The skid assembly treats landfill gas prior to burning in Caterpillar 3520 engines.

Kern County Landfills

Kern County, CA

GCE, under contract to Kern County Waste Management Department, is performing investigation, engineering design, CQA and operation assistance for all of Kern County's landfills. This is a multi-year service contract. Work that has recently been completed included the design of LFG collection and control systems for Arvin, and McFarland-Delano Landfills. GCE assisted the County in successfully arguing that candlestick flares should be allowed to burn landfill gas in Kern County provided they meet regulatory requirements. As a result, Kern County APCD is allowing candlestick flares in lieu of ground flares.

Old Bakersfield Landfill

Bakersfield, CA

At one time this landfill had an active LFG recovery system that was used for power production. Because of the landfill age and diminishing LFG collection, the power plant was removed and the gas collection system continued to operate by burning the gas in a flare. A combination of events resulted in the LFG system no longer being able to control offsite LFG emissions. To mitigate this problem, and following the submittal of a conceptual LFG control system design, a LFG system was engineered and constructed over a six week period of time. This system included installation and modification of a smaller flare to burn the gas, a well field designed to mitigate the emission problems, and interconnecting headers. One unique aspect of the project was the construction of earth berms constructed for the header installation. The berms were designed to match the elevation of the landfill's final closure elevation. Headers were buried two feet below the top of the berms. A second unique aspect of the design was the automatic condensate water disposal system. Condensate water is automatically pumped to a flare station holding tank. From here water is then automatically sprayed into the flare using GCE's custom designed spray nozzle for disposal.



Richard Prosser, PE

Coyote Canyon Landfill

Newport Beach, CA

Prepared workplan and acted as intermediary between our client and the Local Enforcement Agency for the installation of compliance monitoring probes, air injection wells, and LFG extraction wells leading to the control LFG at the landfill's perimeter. In addition, assisted in the development of a methane gas monitoring and construction plan for proposed elementary school adjacent to the southeastern portion of the landfill.

Mountain View Landfill Mountain View, CA

The Mountain View Landfill, now called the Shoreline Regional Park, is a showcase project, converting the landfill into a recreational facility. Mr. Prosser was intimately involved with most aspects of the landfill gas control and combustion systems at this park. The initial work involved the design of a landfill gas control system and flare station for the outdoor amphitheatre. This project required emergency response due to gas emissions and occasional LFG fires in the Amphitheatre's grass seating area. Following the installation of an emergency gas system, a comprehensive gas control system consisting of a liner, horizontal and vertical gas wells, a flare station was designed and constructed. A gas collection system for the 544 acre portion of the landfill and a flare station to collect and burn gas from all areas of the landfill were also designed and constructed.

Hewitt Landfill Los Angeles, CA

Performed gas control system design and implementation for a landfill with homes within 30 feet of the refuse. High levels of methane gas in the neighborhood were brought down to non detect levels following implementation. Designed and constructed a condensate water collection and disposal system using a custom designed Inconel spray system that was installed in the existing ground flare. Assisted with mitigation of landfill fire at site.

Mead Valley Landfill Riverside, CA

This desert landfill had VOC contamination in groundwater attributable to LFG. To help overcome this, a LFG system was designed that would focus vacuum at the bottom of the landfill. Surface emissions were controlled via a series of horizontal wells and shallow vertical gas wells. The gas system design also included plans for future LFG collection using horizontal wells through closure. The flare station for the site included a ground flare with condensate water system and a PLC for remote communication and control. Condensate water was collected in a single low point sump and pumped directly into the flare for disposal.

PUBLICATIONS AND PRESENTATIONS

SWANA, Standard Manual of Practice for LFG Systems Operation.

Fingerprinting Landfill Gas, presented at the Landfill Gas Assessment & Management Symposium, Ontario, California, April 1997.

Reviewing and Interpreting Landfill Gas Monitoring Data, presented at the Landfill Gas Assessment & Management Symposium, Ontario, California, April 1997.

Proposed Solutions to Landfill Gas Contamination of Groundwater, presented at the Landfill Gas Assessment & Management Symposium, Ontario, California, April 1997. (Co-author D. Waineo.)

Landfill Gas and Groundwater Contamination presented at the Proceedings of the October 1995 American Society of Civil Engineers (ASCE) Convention. (Co-author A. Janechek.)

Landfill Gas Collection and Groundwater Protection presented at the Eighteenth International Madison Waste Conference, September 1995, Department of Engineering Professional Development, University of Wisconsin,-Madison. (Co-author A. Janechek.)

Health Risk Assessment for Landfill Gas Emissions from Solid Waste Landfills, SWANA Journal Of Municipal Solid Waste Management, Volume 1, August 1990. (Co-authors S.K. Wolff and L.E. Doane.)

Optimizing Landfill Gas Collection from Arid Landfills, presented at SWANA's 22nd Annual Landfill Gas Symposium, Lake Buena Vista, Florida, 22-25 March 1999.

Innovative Technologies to Remove Chlorinated Hydrocarbons and CO2 From LFG, presented at SWANA'S 23rd Annual Landfill Gas Symposium, San Diego Marriott La Jolla, San Diego, California, 27-30 March 2000. (Co-authors Benjamin C. E. Schwartz, Muhammad Sahimi, Joseph S. Devinny, Reyes Mallada, and Theo Tstosis, RETG/USC.)

Field Validation of a Model of Generation and Migration of Methane and Other Gases in Landfills, Energy Innovations Small Grant Program. August 2003. (Co-Authors Theodore Tsotsis, Ph.D., Muhammad Sahimi, Ph.D.)



Daniel Waineo, PE

Experience

19 Years

Registrations

Registered Professional Engineer, CA, WA, OR, AK, SC Orange County Fire Authority (OCFA) Approved Soil Gas Investigator

Education

B.Sc Civil Engineering, University of California, Irvine

EXPERIENCE SUMMARY

Mr. Waineo is a registered Professional Engineer with a background in process engineering and environmental engineering. He is currently the Project Manager for a countywide landfill gas management program for Kern County Waste Management Department. He is responsible for the design of landfill extraction systems, LFG and digester gas to Energy Systems, Flare Stations, and compressor systems related to the landfill and digester industries at numerous sites throughout the United States. Mr. Waineo has designed numerous landfill gas collection systems, siloxane treatment systems, hydrogen sulfide treatment systems, condensate control systems, compressor, gas dehydration systems, digester gas systems, methane protection systems for buildings, electrical control systems, SCADA systems, and been responsible for modifications to existing collection/control systems. Mr. Waineo has extensive landfill gas generation modeling experience and presented a paper on finite element modeling of landfill gas at the SWANA Conference in Orlando, Florida. His experience includes design and startup of landfill gas collection systems, landfill gas to energy facilities, flares, as well as troubleshooting and repairs to LFG energy systems and flares. He has prepared NSPS Certification reports, and been involved with Title V compliance projects in the Pacific northwest and has provided expert witness assistance and construction oversight and operations and maintenance services at many landfills.

SELECT PROJECT EXPERIENCE

County-Wide Landfill Gas Management Program

Kern County, CA

Mr. Waineo has been providing landfill gas services to the County since 1997 under a multi-year service contract designed to assist the County with their following landfill gas issues, which included: Control of Subsurface Gas Migration, Protection of Groundwater, Regulatory Compliance, CQA, Operations/Maintenance Training, O&M Manual Preparation, VPN and SCADA Systems.

Currently GCE is designing a facility to treat and compress landfill gas for injecting into a CNG pipeline at the Bakersfield Metropolitan Landfill.

Klickitat Public Utility 28 MW LFG fired Turbine plant

Klickitat, WA

Mr. Waineo provided litigation support for KPUD for performance and construction issues related to the gas cleaning system at the 28 MW LFG Turbine Plant. GCE additionally designed upgrade to the LFG fired cogen plant at the Roosevelt landfill. The design includes upgrades to the Hydrogen Sulfide treatment system (chelated iron, Sulfatreat), Siloxane treatment system, dehydration system, steam turbine and compression system. GCE provided design drawings and specifications, bidding and construction observation services, PLC programming, and startup assistance.

Blueridge Landfill Compressor Station

Fresno, TX

Prepared drawings and specifications for a 9000 SCFM LFG compressor, H2S treatment and dehydration system. Designed the Data network, satellite based VPN system, SCADA system, and programmed the various PLCs used on the project.



Daniel Waineo, PE

City of Mountain View LFG Microturbines

Mountain View, CA

GCE designed a LFG to energy system using two 65 KW Capstone microturbines for the City of Mountain View. The system included interfacing with the LFG flare stations, LFG compression to 90 psig, dehydration, siloxane treatment and a half mile pipeline to the second microturbine.

Wenatchee Landfill Wenatchee, WA

Designed and built a 2000 SCFM Flare Station upgrade. Prepared a LFG master plan for the site.

Clement Pappas Plant Hendersonville, NC

Designed and installed a new PLC based boiler control system to allow the dual fuel (LFG and NG) operation of a 600 HP boiler used for food processing.

Columbia Biogas Portland, OR

Provided process engineering and cost analysis for compression and dehydration, siloxane treatment, H2S treatment and a dehydration system for digester gas to be used in IC engines at the Columbia Biogas Facility.

Cold Canyon Landfill San Luis Obispo, CA

GCE designed a 1.6 MW landfill gas fired IC engine facility including a flare station and compression and dehydration facility for a 1.6 MW engine and medium BTU pipeline.

Coffin Butte Landfill Corvallis, OR

GCE reviewed and certified the 5.6 MW Coffin Butte facility for interconnection with Portland General Electric.

Alcoha Gas Producers / BiCounty Gas Producers

Tennessee

Designed two 1 MW plants at the Alcoha and BiCounty sites. Systems include gas dehydration and siloxane treatment for Cat 3516 A+ LFG fired engines including PLC programming and SCADA system design. Currently GCE is designing an engine expansion for the BiCounty project.

Greenville Gas Producers Greenville, SC

Assisted in the design of a 3.2 MW LFG engine facility. Work included a SCADA system, VPN system, existing flare system facility modifications, Siloxane treatment system, and PLC based control system.

Oak Grove Power Producers Arcadia, KS

Designed a 1.6 MW LFG engine facility. Work included a SCADA system, PLC control system, VPN, compression, dehydration and flare system modifications. Currently, GCE is designing an engine expansion for the Oak Grove Project.

Wewoka Gas Producers Wewoka, OK

Designed a gas compression and treatment system and modifications to an existing brick plant for the use of landfill gas. Also performed PLC programming and SCADA system design.

Kettleman Hills Landfill Kettleman, CA

Designed a bioreactor liquid recirculation system for the landfill. Also designed an LFG collection system with a 2500 SCFM flare station.

Capitol Disposal Landfill Juneau, AK

Mr. Waineo presented a plan to address odor complaints due to landfill gas at a Juneau, AK community meeting. Subsequently, he designed an LFG collection system and flare station with modifications for a hot water boiler to provide heating in adjacent buildings. Prepared an LFG Masterplan for the site.



Daniel Waineo, PE

Cowlitz PUD

Cowlitz County, WA

Evaluated a 1 MW LFG to Energy project being considered for purchase by Cowlitz PUD. Performed methane modeling, and risk analysis with regards to long term landfill gas collection and siloxane contamination.

Ostrom Road Landfill

Wheatland, CA

Designed a landfill gas collection system and flare station for a 1500 SCFM facility. The flare station was designed for compatibility with a future IC Engine.

Hay Road Landfill

Vacaville, CA

Designed a landfill gas collection system and flare station for a 1500 SCFM facility. The facility is designed as a for carbon credit verification in accordance with the California Climate Exchange protocol. The facility is also designed to take gas from a future digester and to send gas to a future IC engine facility. Also designed a SCADA system, performed a landfill gas evaluation for energy recovery.

Oro Loma Treatment Facility - Design of Compressor and Cooling System

San Lorenzo, CA

Assisted in the design of the Compressor and Cooling system modifications to the Digester Gas generators for the Oro Loma Treatment plant. The design included the installation of new digester gas compressors with a looped heat exchanger cooling system. The design also provides an automatic switch between digester gas and natural gas to the engine generators depending on need.

Washington Landfill

WA

Mr. Waineo provided support to Mr. Prosser for expert witness work associated with landfill odors.

Skagit Highlands Development

Mount Vernon, WA

Designed a collection system and building projection system to protect homes from migrating methane gas.

Oxford Square

Los Angeles, CA

Designed a building protection system to protect a property from migrating methane gas.

Residential Apartment Complex

Los Angeles, CA

Designed a building protection system to protect an apartment complex from migrating methane.

Victoria Distribution Center

Carson, CA

Designed a building protection system to protect a warehouse from migrating methane gas.

Carson Town Center

Carson, CA

Designed methane mitigation systems for multiple buildings and tenant improvements in the Carson Town Center for migrating landfill gas.

Publications

"Landfill Gas System Design Utilizing the Finite Element Method," presented at the SWANA Conference in Orlando, Florida, March 1998.

"Proposed Solutions to Landfill Gas Contamination of Groundwater," presented at the Landfill Gas Assessment & Management Symposium, Ontario, California, April 1997. (Co-author R. Prosser.)

"H2S Treatment in Landfill Gas," presented at the SWANA Conference in Orlando, Florida, March 2012.



Experience

28 years

Registrations/ Certifications

Professional Geologist, PG #5908, California

Certified Hydrogeologist, CHG #318, California

Registered Environmental Assessor II #20225, California

DHS Certified Lead Inspector/Assessor #I-13953

DHS Certified Lead Monitor #M-13953 General A HAZ Contractor, California, #832426

Certified Environmental Manager Registered Mold Remediator Certified Mold Inspector Certified Liquid Boot Inspector Certified Employee Training Coordinator

Broker, Real Estate; License #01215790, California

Education

MS, Hydrogeology (candidate), California State University of Los Angeles

BS, Geology, California State University of Fullerton, California

BA, Geography/Physical Science, Tehran University, Iran

Teaching Credential, Tehran University, Iran

Experience Summary

Ms. Kia's professional career spans over 28 years in environmental field, solid waste and hazardous waste management, and academic teaching and professional training experience. Her expertise/ experience include but are not limited to hiring, training and managing staff, project management, directing field personnel, performing review, analyses of field and laboratory data and preparation and QA/QC of documents/ reports, client and agency personnel liaison, and oversight of office administrative duties.

Ms. Kia's extensive experience in solid waste includes, assessment of groundwater, surface water and vadose-zone water issues at contaminated sites and solid waste disposal sites, permitting and compliance, landfill siting and expansion plans. assessment and evaluation of landfill gas generation, migration, and impact to groundwater, preparation of Closure/ Post Closure Maintenance Plans (PCMP), preparation of landfill gas extraction systems, and remediation systems Operation and Maintenance (O&M) plans, remedial system permitting, preparation of remedial Investigation, feasibility study, and Remedial Action Plans (RAPs) per the requirement of CCR Title 27. Ms. Kia's experience also includes geologic and hydrogeologic evaluations and remediation focusing on air, soil, and groundwater contaminated sites and petroleum facilities throughout California and western states. Ms. Kia has performed, assisted and managed landfill and oil field closure projects involving locating and permitting, both air and water Solid Waste Assessment Tests, CQA management of landfill cell lining operations, and groundwater and methane gas issues for both landfill and oil field development. Her expertise in both landfill operations and oil field closures makes her particularly effective in managing soils gas, soil and groundwater remediation projects. Ms. Kia has conducted and managed numerous hydrogeologic investigations, Phase I and Phase II environmental site assessments, lead and asbestos surveys/ evaluation, and remediation studies at various sites in California for financial institutions, major oil companies and their distributors, developers, manufacturers, chemical companies, and municipalities. Ms. Kia is well-versed in federal, state regulations governing landfills and environmental contamination, including CFR 40 and 49, and CCR Title 8, Title 17, Title 22, Title 27, SCAQMD Rules 1150 and 1150.1, and regulations and ordinances. She is familiar with laboratory analytical methods, QA/AC procedures and data review and validation.

Ms. Kia is the Chair of the Training Committee and faculty for the Solid Waste Associate of North America (SWANA) training program, and provides training for the Landfill Gas Operation and Maintenance and the Landfill Gas Basics courses. She was an integral part of a team that was awarded a grant by EPA, and served as a principal speaker for the EPA sponsored Energy Recovery and Emission Reduction training course in China in 2008. She has been an integral part of a team that has been awarded by EPA to conduct a feasibility study for a landfill in China.

A brief overview of Ms. Kia's select project experience is provided below.

Confidential Client/ Expert Witness Support

Los Angeles, CA

Provided expert witness support for a landfill gas system at a confidential site that included review of documents and well influence testing.

Australia Landfill - Expert Witness Support

Australia

Provided support for expert witness work associated with qualifying liability for landfill gas migration for a landfill in Australia.



Confidential Client/ Expert Witness Support

Los Angeles, CA

Reviewed background reports and documents and evaluated site conditions with respect to hazardous chemicals reportedly present in soil vapor, soil and groundwater in support of expert witness work. Work also involved soil vapor sampling, analysis and evaluation of data.

Confidential Client/ Expert Witness Support

Los Angeles, CA

Ms. Kia provided expert witness support for a landfill gas system at a confidential site that included review of documents and well influence testing.

Northern California Power Authority

CA

Ms. Kia performed evaluation for the potential of landfill gas/ energy recovery at two landfills in Northern California. Work included review of the historical landfill gas data, field testing, modeling and landfill gas production estimate and potential energy recovery.

Watsonville Landfill Watsonville, CA

Ms. Kia evaluated the effectiveness of the corrective action plan in controlling landfill gas and leachate migration and impact to groundwater. Assessed the extent of landfill gas migration and movement, and extent and source of groundwater contamination, and recommended a course of action to help control landfill gas migration, and remediate groundwater at the landfill. In addition, Ms. Kia has prepared revised Closure and Post Closure Maintenance Plans and Closure and Post Closure cost estimates for the landfill, has prepared greenhouse gas reports in compliance with the EPA greenhouse gas regulations, and has prepared Surface Emission Monitoring (SEM) Plans, managed ISM and ISS field data collection, and has prepared SEM reports in compliance with the State AB32 regulation for submittal to the California Air Resources Board.

Methane Investigation/ Building -

Orange and Los Angeles Counties, CA

Ms Kia has prepared methane investigation plans, managed probe installation, supervised the installation of methane building protection systems, and performed and managed CQA, and final monitoring for development near landfills and oil fields. These work included the development of methane mitigation plans, surface sweeps using Organic Vapor Analyzers (OVAs) for the detection of methane seeping from the surface soil, installation of multi-level gas probes in both soil and bedrock; installation of landfill gas extraction wells, monitoring of probes and wells using hand-held gas monitoring devises and soil gas membranes and liners for construction purposes, design and installation of landfill gas and groundwater protection system for various developments thought the Los Angeles and Orange Counties.

NSPS Compliance

Various Landfills, CA

Prepared workplan and supervised the installation and sampling of vapor probes at several landfills for the purpose of completing New Source Performance Standards (NSPS) surface emissions testing requirements. Ms. Kia preformed review and QA/ QC of the reports and the United States Environmental Protection Agency's calculations with regards to Total Non-Methane Organic Compounds (TNMOCs) being generated at each of these sites. Several of these sites required a LFG extraction system.

Title V Permitting

USA Waste Northwest Region -

Project manager for the USA Waste Northwest Region project that involved preparation of Title V permits for nine (9) landfills including Redwood and McKittric landfills in California; Hillsboro, Riverbend, and No. Wasco Co. landfills in Oregon, Olympic and Graham Road landfills in Washington, Front Range landfill in Colorado, and Kekaha landfill in Hawaii. Work included site visit, equipment data inventory, emissions calculations, and permit application preparation and submittal to the local air districts.

SCAQMD Permit Applications

Various Sites, CA

Prepared Rule 1166 and Rule 1150.1 Permit Applications pertinent to the air monitoring at contaminated excavation sites and landfills, respectively, in Southern California. and negotiated permit conditions. Performed and managed ISS, ISM, probe, well, and boundary ambient air monitoring and sampling in compliance with the SCAQMD Rule 1150.1 at several closed landfills. Performed data analysis and prepared reports for submittal to the agency.

SCAQMD Rule 1150.1 Compliance

Various Landfills, CA

Performed and managed ISS, ISM, probe, well, and boundary ambient air monitoring and sampling in compliance with the SCAQMD Rule 1150.1 at several closed landfills. Performed data analysis and prepared reports for submittal to the agency.



Bakersfield Landfill Bakersfield, CA

Ms. Kia evaluated the feasibility and application of Title 27 probes at the landfill located in an oil field, and the complications associated with the intermingling of the natural gas and landfill gas. Prepared documents and presented to the regulators the case against providing conduits for the potential migration of the natural gas into in to the residential developments.

Coyote Canyon Landfill

Newport Beach, CA

Ms. Kia evaluated landfill gas migration within the fractured bedrock and groundwater impact. Prepared workplan and acted as intermediary between our client and the Local Enforcement Agency for the installation of over 50 landfill gas probes and air injection wells for the purpose of reducing air concentrations of methane building up beneath newly developed homes along the western perimeter of this now closed landfill. In addition, Ms. Kia assisted in the development of a methane gas monitoring and construction plan for proposed elementary school adjacent to the southeastern portion of the landfill.

Landfill Gas System O & M

Various Landfills, CA

Ms. Kia prepared Operation & Maintenance Plans and supervised operation and maintenance of landfill gas extraction systems at various sites. Ms. Kia performed data evaluation and performed QA/ QC of the O & M reports.

Landfill Clean Closure Evaluation

Various Landfills, CA

Ms. Kia performed document review and evaluation of pros and cons of partial or complete clean closure vs. landfill gas extraction and ongoing mitigation of two landfills in Southern California, and prepared evaluation reports and cost estimates for various options.

Stringfellow Toxic Dump

Riverside, CA

Managed groundwater monitoring of 170 wells in quarterly, semi-annual and annual arrays at the Stringfellow Toxic Dump Site in Riverside County—a Superfund site. Ms. Kia performed data analysis and document preparation and review.

Whaler's Cove Condominiums

Long Beach, CA

A closed landfill had been subsequently developed with condominiums in 1982. Mitigation measures installed during construction of the units failed to operate properly. Ms. Kia assisted in the field construction to alleviate elevated methane air concentrations inside the structures and high perched groundwater that appeared to be ponding beneath the structures.

Air Monitoring and Landfill Gas Management

Palmdale, CA

Ms. Kia managed on-going instantaneous air monitoring and monthly probe monitoring at both the active and closed portions of this landfill. The entire existing facility currently is approximately 60 acres in size.

Landfill SWAT Study

Monrovia, CA

Prepared solid waste assessment test (SWAT) proposal, supervised drilling activity, logging, sampling, and prepared draft and final report at the 19000 Surplus Dump/Valley Park Landfill.

Landfill SWAT Study

Palos Verdes, CA

Prepared groundwater monitoring well construction design, supervised monitoring well installation, field tested soil and groundwater using portable gas chromatograph, and helped prepare final report for the Palos Verdes Landfill.

Landfill SWAT Study

Huntington Beach, CA

Prepared SWAT proposal, supervised drilling activity, logging, sampling, and prepared draft and final report for the Gothard Street Landfill.

Landfill SWAT Study

City of Industry, CA

Prepared SWAT proposal, supervised drilling activity, logging, sampling, and prepared draft and final report for the Industry Hills Landfill.



Landfill SWAT Study

Compton, CA

Supervised and conducted installation of groundwater monitoring wells and unsaturated zone monitoring well (lysimeter), and prepared draft and final report for the Compton Landfill

Air and Subsurface Methane Gas Monitoring

Yorba Linda, CA

Ms. Kia managed an instantaneous air monitoring and both preliminary and final probe monitoring at a closed oil field that is approximately 550-acre in size that was being converted to a residential neighborhood. Monitoring was for the remedial action that might have been required if abandoned oil wells and related petroleum structures were not closed properly.

Construction Quality Assurance (CQA) Management

Palmdale, CA

CQA Management required managing personnel at a 13-acre site being lined with a geocomposite liner. Maintained contact between the primary construction subcontractor and the landfill owner's representative.

Carson Town Center

Carson, Los Angeles County, California

Ms. Kia performed management and QA/QC for a methane mitigation project that involved the design and implementation of a LFG recovery and protection plan for the newly constructed commercial center in Carson, California. The gas mitigation methods employed included the trenching and placement of a passive vent system, placement of a subsurface gas HPDE membrane beneath the occupied portions of the structures (i.e. offices, etc.) but over the passive vent system, observation of build-out subsequent to the completion of the pads, inspection of the on-site gas monitoring system, the monitoring of existing gas monitoring points and the installation of subsurface landfill gas monitoring probes. To date, no impact has been recorded to the existing structures.

Geomembrane Liner Installation

Palmdale, California

Ms. Kia, as Project Manager, oversaw the installation and inspection of the 80-mil HDPE liner for Phases III and IV for Landfill I. The installation involved preparation of the subgrade included geological mapping, the installation of a leachate sump at the base of the landfill, the placement of the bentonite geocomposite sublayer, the 80-mil geomembrane, a Geonet® for the removal of leachate from the base of the landfill and a geotextile covering. Ms. Kia also observed the initial portions of the placement of protective layer of soil over the completed liner and the compaction of soil in the anchor trench.

Remediation Projects:

Soil Remediation by Excavation and

Chemical Treatment

Costa Mesa, CA

Conducted hydrogeological assessment of a former service station, and removal and on-site remediation of approximately 1,300 cubic yards of fuel hydrocarbon contaminated soil.

Soil and Groundwater Investigation, RAP,

Remedial Design

Santa Fe Springs, CA

Performed investigation of soil and groundwater contamination, prepared remedial action work plan and NPDES permit application, and designed and implemented a groundwater remediation system utilizing activated carbon to remedial groundwater contaminated with aromatic and chlorinated solvents. Established a groundwater monitoring and sampling program in response to the NPDES permit requirements and managed groundwater remediation at the site for 18 months. Operation and maintenance of the system was turned over to the client when concentrations of trichloroethene, tetrachloroethene and benzene in groundwater fell below the corresponding drinking water standards for the compounds.

Terminal Storage Tank Leak Soil Vapor Extraction System

Anaheim, CA

Assessed lateral and vertical extents of soil contamination, prepared remedial action plan, obtained the necessary permits and assisted in design and implementation of a remedial flare system. Soil remediation was completed successfully, and the site was granted closure by the California Regional Water Quality Control Board. Another consultant conducted groundwater remediation at the site simultaneously.

Soil and Groundwater Remediation

Rolling Hills, CA

Ms. Kia supervised removal and on-site treatment of hydrocarbon contaminated soil using Ensotech Peroxide/Landtreat method and hydrocarbon contaminated groundwater using carbon filtration method.



Assessment, Feasibility Study, and Soil Remediation

Long Beach, CA

Assessed the extents of soil and groundwater contamination, initiated a groundwater monitoring program at the site, performed remedial feasibility study for contaminated soil clean-up, performed pilot vapor extraction test, and assisted in design of a vapor extraction system using a thermal/catalytic oxidizer. The system is in operation. During the first 6 months of operation, VES removed 8,800 pounds of hydrocarbon from vadose zone.

Subsurface Investigation and Remediation

Los Angeles, CA

Performed subsurface investigation of soil and groundwater for hydrocarbon contamination at the site, assessed the extent of soil contamination which had extended beneath a building, conducted a pilot vapor extraction test, and using the results of the test assisted with the design, installation and operation of a vapor extraction system using activated carbon for air pollution control to clean the vadose zone. The site was turned over to the client after 9 months of operation when a 99 percent reduction of contaminants in vadose zone was achieved.

Soil and Groundwater Investigation and Remediation

Los Angeles, CA

Ms. Kia performed investigation of soil and groundwater contamination, through drilling, well installation and routine groundwater monitoring. Conducted a pilot vapor extraction test and a 24-hour aquifer pumping test to assess the performance and hydraulic characteristics of the vadose zone and the underlying aquifer, and prepared remedial action work plans (RAPs) for soil and groundwater remediation proposing vapor extraction and pump and treat utilizing activated carbon for air pollution control as viable remedial options for the site.

Arco Gasoline Service Station (Nous Arco)

Downey, California

Assisted in the design of a vapor extraction system (VES) at an Arco Gasoline station that had leaked a significant amount of fuel into the underlying soil and groundwater. The system was designed to address both the contaminated vadose zone soil and also pass air over the capillary fringe in order to volatilize the product that was floating on the groundwater.

Environmental Assessment Projects:

Groundwater Sampling and Analysis

Riverside, CA

Groundwater samples were collected from 170 wells in quarterly, semi-annual and annual arrays at the Stringfellow Toxic Dump Site in Riverside County—a Superfund site. Decontamination, purging and sampling of wells not equipped with dedicated sampling equipment were conducted using Kleinfelder's custom-built groundwater sampling vehicle.

Site Characterization

Irvine, CA

Ms. Kia was University of California, Irvine (UCI), Project Manager for site assessment operations at UCI's Engineering Central Facilities plant. Project included: removal of USTs used for diesel fuel storage; subsurface soil and groundwater quality assessment; installation/drilling of groundwater monitoring wells; collection of soil and groundwater for chemical analyses; ambient air monitoring and soil sample screening; and quarterly groundwater monitoring. Ms. Kia has been supervising the ongoing groundwater monitoring that is presently being conducted at this site.

Underground Storage Tank (UST) Removal

Irvine, CA

University of California, Irvine (UCI), Project Manager for the removal of two underground storage tanks (USTs). One held gasoline, the other contained diesel. Ms. Kia also oversaw the removal of contaminated soil from the UST excavation.

Soil and Groundwater Investigation

Long Beach, CA

Ms. Kia performed investigation of soil and groundwater contamination, through drilling, well installation and routine groundwater monitoring. Conducted a 24-hour aquifer pumping test to assess the hydraulic characteristics and prepared remedial action work plan (RAP) and permit application for groundwater remediation proposing pump and treat utilizing air stripper and activated carbon for air pollution control.



LUST Compliance

Various Locations, Southern CA

Performed and managed leaking underground storage tank evaluations at over 50 gasoline stations and three terminals for four major petroleum firms in Southern California. Work included assessment of soil and groundwater conditions through drilling, monitoring well installation, groundwater sampling and analyses during groundwater monitoring programs, analyses of data, and report preparation. Work at some sites also included conducting feasibility studies, preparing remedial action plans, agency negotiations, and implementation of soil and groundwater remediation processes.

Emergency Response

Irvine, CA

As Project Manager, Kleinfelder personnel mobilized immediately in response to the Office of the State Architects (OSA's) request for Emergency Response for closure by removal of a leaking UST at the UCI facility. Work performed included agency negotiation, tank removal, and preparation of closure report. Work was performed for the OSA, University of California (UCI), Irvine, California.

Waste Minimization Audit (SB 14)

Port of Los Angeles, CA

Managed and conducted a Hazardous Waste Source Reduction and Management Compliance Study (SB 14) for the Port's construction and maintenance yards. Task performed included: gathering of information, hazards assessment, reviewing existing training programs, assessing environmental compliance status, identifying waste minimization options, preparing draft report and meeting with the Port of Los Angeles for final report completion and training program implementation.

Phase I Site Assessment and Waste Management Experience:

K-8 School Site

Irvine, CA

Ms. Kia prepared a PEA Workplan for a soil gas survey for the proposed school site and submitted to the California Environmental Protection Agency (Cal/EPA) Department of Toxic Substances Control (DTSC) for review and approval. The Workplan was prepared in accordance with the DTSC Active Soil Gas Investigation Advisory. The scope of work included installation and sampling of 20 dual completion soil gas probes, and analyses of the samples for VOCs, methane, oxygen, carbon dioxide and hydrogen sulfide. With modifications, the Workplan was approved by the DTSC. Ms. Kia also prepared a Preliminary Endangerment Assessment (PEA) to Investigate the proposed school site to assess the presence of soil gases, including methane, hydrogen sulfide and volatile organic compounds. The project was completed successfully and the school site was approved by DTSC.

Rosa Parks Elementary School

Norco, CA

Ms. Kia served as the project manager and lead reviewer and liaison for a multi-phased project at the Rosa Parks Elementary School (Site), Norco, California. Each phase of this project was intended to evaluate and then mitigate any potentially hazardous conditions caused by the natural production of methane. This project was under the oversight of the State of California, Department of Toxic Substance Control (DTSC). The project involved three phases: 1) Methane Mitigation Design and 2) Construction Quality Assurance (CQA) Field Supervision. The project was successfully completed and approved by DTSC.

Lead And Asbestos Surveys

Ontario, and Santa Ana Redevelopment Agencies

Project Manager for lead and asbestos surveys at various locations performed in conjunction with Phase I ESA for properties destined for demolition.

Phase I Environmental Site Assessment

Los Angeles, CA

Performed Phase I ESA, subsurface investigation to assess the type and the extent of contaminants in subsurface soils, and performed a remedial action plan (RAP) for subsurface soil clean up. In situ bioventing has been proposed as a viable remedial option for the site. The clean-up is pending agency approval of the RAP.

Phase I Preliminary Environmental Site

Assessments (ESA)

Various Sites and Clients, CA

Managed and conducted Phase I ESAs in accordance with ASTM Standards for numerous sites in Southern California. The scope of work included aerial photograph review, agency record search / review, personnel interviews, on-site and off-site reconnaissance, and limited sampling, if required. Studies were conducted to assist a prospective buyer, seller, or financier in making an informed decision regarding the possible presence of contamination at a site.



Phase I Site Investigation

Monterey Park, CA

The work was done for the Division of the State Architect (DSA), California Highway Patrol (CHP) East Los Angeles Área Office, and Monterey Park, California. Project manager conducting Phase I environmental site assessment for the potential presence of hazardous substance contamination at the site and adjacent properties. Ms. Kia performed site reconnaissance, geological and hydrogeological literature review, historical aerial photograph review, and federal, state and local regulatory agency review.

Sage Hill High School

Newport Beach, CA

Project involved evaluation of a proposed school site near a landfill. The work involved installation of gas probes, and evaluation of subsurface geologic condition to assess whether landfill gas was migration toward the school site. Work involved project management, drilling and installation of probes, air sampling and analysis and data evaluation and preparation of the report for DTSC requirements for school sites.

Professional Affiliations

- Solid Waste Association of North America (SWANA)
- · California Climate Action Registry
- Geologic Society of America
- National Water Well Association
- California Groundwater Association
- Hazardous Waste Association of California
- Orange County Business Development Association
- National and California Association of Realtors



Dean Stanphill, PE, GE, REA

Experience 25 Years

Education

B.S. Civil Engineering, San Diego State University, 1983

MBA California State University San Bernardino, 1990

Certifications

Civil Engineer - California #43612 Civil Engineer - Nevada #13546 Civil Engineer - New Mexico, PE#16190 Civil Engineering - Arizona #39163 Civil Engineering - Colorado #37454 Civil Engineering - Pennsylvania #070975 Geotechnical Engineer - California #2271 Environmental Assessor -California #07476 Structural Steel and Welding - ICC Fireproofing - ICC Masonry ICC 40-Hour OSHA Training Nuclear Density Gauge

Memberships

American Welding Society
American Concrete Institute
Associated General Contractors
American Institute Architects
American Society Civil Engineers
American Public Works Association

Certification

EXPERIENCE

Mr. Stanphill has over 25 years of applicable experience with regards to geotechnical and environmental engineering services; His experience has included a wide range of projects throughout the United States. He has provided geotechnical engineering services for renewable energy, water resource, transportation and educational facility projects. He has been involved in environmental evaluations for power lines, brownfields redevelopment, and various commercial projects, including dry cleaners and plating shops. His landfill experience includes permitting, expansion design, and CQA services. He has been a speaker at several SWANA events and is actively involved in other professional organizations.

REPRESENTATIVE PROJECTS

Landfills

Highway 59 Landfill Phase 1 to 4 Closure, Merced, California: Mr. Stanphill was the engineer of record for the placement of low permeable soil cover and installation of a landfill gas extraction and flaring system for the 89 acre landfill. Field moisture density testing and soils laboratory testing was provided.

Apex Landfill in Las Vegas, Nevada: Mr. Stanphill provided oversite on all construction management operations and on-going monitoring for the Apex landfill. Landfill master plan design and engineering was also provided. Services also included on-going landfill gas and perimeter monitoring. Additional services included was developing water wells up to 800' deep

Apex Landfill in Las Vegas, Nevada: Mr. Stanphill provided oversight on all construction management operations and on-going monitoring for the Apex landfill. Services included landfill master plan design and engineering, on-going technical assistance, landfill gas and perimeter monitoring, methane recovery, landfill gas design, property survey of all appurtenances on or around the landfill, NSPS LGP design plan update, groundwater statistical data evaluation, hydrologic site drainage assess, leachate data compilation and review, well replacement evaluation.

Sunrise Landfill, Las Vegas, Nevada. Mr. Stanphill was the engineer-of-record during the gas balancing evaluation for the Sunrise Landfill.

Laughlin Landfill, Las Vegas, Nevada. Mr. Stanphill was the engineer-of-record providing assistance for the quarterly gas and emissions monitoring for the Laughlin Landfill and overseeing the permitting process with Clark County.

Monroeville Landfill in Moon Town, Pennsylvania: Mr. Stanphill was the Engineer of Record during this CQA during the construction of an 8-acre liner which includes six inches of sub-base, a geosynthetic clay liner; double 60 mil HDPE textured geomembranes, a geocomposite leachate detection zone, a leachate collection geocomposite layer, and a protective cover. The primary leachate collection system consisted of a fine gravel layer with incised PVC pipe drains leading to a sump with sideslope risers. He also provided project oversight and government compliance recordation.



Dean Stanphill, PE, GE, REA

USA Waste Valley Facility in Pennsylvania. Mr. Stanphill was the principle-in-charge for the QA/QC for USA Waste Valley Facility in Pennsylvania for Waste Management, Inc. This was a 5-Acre cell closure which included a layer of geocomposite with a two-foot protection cover layer and seeding.

Anderson Landfill, Anderson, California. Mr. Stanphill was in charge of construction management and CQA services at the Anderson Landfill near Redding, California. Projects include a new access road, 7±-acre leachate pond and the South Canyon Cell Expansion. Areas of expertise include soils, HDPE, GCL, Geocomposite.

El Sobrante Landfill, Corona, California. Mr. Stanphill was the principal-in-charge of CQA services for the landfill in Corona, California. Work consists of fill placement and liner installation on a 28-acre cell expansion which comprised a compacted clay liner, 40-mil HDPE double-side textured geomembrane, geosynthetic clay liner (GCL), 60-mil double sided textured HDPE geomembrane, 1' gravel drainage layer, filter geotextile, and with a 2 foot operations layer.

Kernville Landfill, Kernville, California – Mr. Stanphill worked with the Kern County Waste Management staff to develop an alternate soil cover for the landfill closure. The landfill was in a mountainous area of Kern County were liner quality soils were not available. An analysis was performed to design a cover depth with granular soils that would prevent the minimal rainfall from impacting the debris and causing environmental damage or leachate migration.

Kern County Landfill, Bakersfield, California - Mr. Stanphill was instrumental in obtaining an on-call services agreement with the Kern County Waste Management Department. Accordingly, Mr. Stanphill performed numerous environmental studies for the Kern County Landfill, located in Bakersfield, California. Most of these investigations involved assessing concentrations of various contaminants that were inadvertently spilled at the landfill. Sampling was performed with a hollow-stem auger drill rig using strict environmental sampling protocol. Samples were then transported under strict chain-of-custody to an analytical laboratory for analysis.

Water and Wastewater Treatment Agencies, Kern County, California – Mr. Stanphill worked with various public agencies and engineering firms, including Carollo Engineering and Kennedy Jenks on the design and construction of various wastewater treatment ponds in Kern County, California. Included in the analysis was providing treatment pond sizing recommendations based on the hydraulic conductivity of the subsurface soils. Mr. Stanphill also oversaw the construction of the pond, including all compaction testing.

Rio Rico Toe Berm Design, Santa Cruz County, Arizona – Mr. Stanphill worked with the design engineer to prepare a CQA plan for the proposed toe berm construction at the Rio Rico Landfill in Santa Cruz County, Arizona. This CQA plan included soil placement and compaction, placement of bedding sand, and inspection of various piping and rip-rap.

Skunk Creek Landfill, City of Phoenix, Arizona – Mr. Stanphill provided geotechnical engineering services during design of the expansion to the existing gas turbine facility. A significant focus of the investigation was determining the depth to bedrock and impact that the bedrock depth had to the constructability of the project.



Aaron Parker

Experience

4 years

Registrations

Registered FE/EIT with the state of Oregon

American Society of Mechanical Engineers (ASME)

Education

B.S. Mechanical Engineering, Portland State University,

Portland, OR

EXPERIENCE SUMMARY

Mr. Parker is responsible for assisting with the design of landfill gas collection and control systems. His experience includes design and startup of Landfill Gas Collection Systems, Flare Stations, LFG to Energy Systems, and PLC programming.

PROJECT EXPERIENCE

City of Mountain View

Mountain View, CA

Created Plans for replacement of microturbines at 2 locations. Plans included installing a new 2000 ft. underground pipeline.

Vista Corporation - Clover Flat Landfill

Calistoga, CA

Designed and built a landfill gas collection system with dehydration for a LFG to Energy project. The system is designed to collect and treat 500 SCFM of LFG for a Jenbacher 16 cylinder IC engine.

Kern County - Bena Landfill

Bakersfield, CA

Designed liquid injection system to increase landfill gas production. Well field expansion design.

Santa Barbara County - Tajiguas Landfill

Goleta, CA

Assisted with revisions to the Master Plan. Designed modifications to the gas collection system during Phase 2 closure.

Bonzi Landfill

Modesto, CA

Replaced flare station PLC and upgraded control panel with HMI touchscreen.

Ventura County - Coastal Landfill

Ventura, CA

Flare control system upgrade. Including new HMI and ability to keep running totals of SCFM of LFG and Methane.

Recology Ostrom Road Landfill

Wheatland, CA

Design of well field expansion.

KPUD - Klickitat Landfill

Roosevelt, WA

Assist KPUD in upgrading the 8000 SCFM LFG collection and treatment system to meet turbine specifications. System consists of Siloxane and H₂S treatment system.

Blueridge Landfill

Fresno, TX

Recovered SCADA data from RAID array after multiple hard drive failures. Rebuilt SCADA computer.

City of Bakersfield

Bakersfield, CA

Designed a forced air composting skid to increase the facility's composting capacity.



Aaron Parker

Fort Bend Landfill Fort Bend, TX

Designed a gas collection skid allowing expansion up to 10,000 SCFM of LFG for an LFG to Energy project.

Alcoa and Bi-County Gas Producers

TN

Assisted with design and installation of a landfill gas collection system with regenerative Siloxane treatment. The treatment systems are used for two LFG to Energy projects running CAT 3520 IC engines. Created 3D models of the treatment system expediting design revisions and review. Specified and procured process equipment including separators, valves, sensors, control panels etc.

Wewoka Gas Producers Wewoka, OK

Designed a gas compression and treatment system and modifications to an existing brick plant for the use of landfill gas. Created 3D models of treatment skid. Specified and procured process equipment including separators, valves, sensors, control panels etc.

Waste Management - Hillsboro

Hillsboro, OR

Assisted with design and installation of an 800 scfm blower and flare upgrade. Performed SEM monitoring to verify compliance with the Northwest Region Department of Environmental Quality. Upgraded alarm auto dialer for immediate response to a system malfunction. Programmed paperless chart recorder for accurate record keeping of system performance. Designed a well field expansion and performed CQA during installation.

Waste Management - Capitol Disposal

Juneau, AK

Assisted with design of a gas collection system and flare station. The system included indoor blowers and ancillary equipment to operate in cold climates. Performed structural calculations for wind and seismic loads.

City of Watsonville

Watsonville, CA

Programmed and installed a PLC based temperature and pressure compensated flow meter to comply with new EPA regulations for green house gas monitoring. Support with formatting LFG flow data for annual submittal to the EPA.

Enerdyne - Oak Grove

Arcadia, KS

Created Startup Shutdown and Malfunction plan for gas treatment system.

PES Environmental – Skagit Highlands

Mount Vernon, WA

Designed a gas collection system upgrade to convert a passive venting system to an active collection system. Design of gas barrier to prevent gas migration into existing homes.



ATTACHMENT C

ACKNOWLEDGMENT OF ADDENDUM I AND ADDENDUM II



SALINAS VALLEY SOLID WASTE AUTHORITY REQUEST FOR PROPOSALS

ADDENDUM I

FOR ENGINEERING SERVICES TO ADD A LANDFILL GAS FLARE

Dear Consultant:

This addendum forms a part of and modifies the Request for Proposals (RFP) entitled "Request for Proposals to Provide Engineering Services to add a Landfill Gas Flare."

Submit proposals for this project with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the RFP.

I. <u>Section 1, Proposal Submittal, 3rd Paragraph</u>
Please replace the 3rd paragraph with the following paragraph:

"Proposals received after this deadline will be returned unopened. The Authority Clerk or his/her designee will determine if bid submittal time has expired by accessing www.time.gov for the official time. It is the proposer's responsibility to ensure that said proposal is received by the Authority Clerk, at the Authority Clerk's Office, prior to the aforementioned designated date and time. Proposal and proposal documents are available at the SVSWA office. The proposal and any accompanying documents shall be submitted in a sealed envelope with the words LFG Flare clearly marked in the lower left-hand corner of the envelope."

II. Section 1, Questions Regarding this Project

Please replace this section with the following:

Questions regarding this project must be submitted in writing by February 24, 2014. The SVSWA reserves the right to disregard questions raised after that time. Questions should be sent to: Monica Ambriz, Administrative Assistant II, (monicaa@svswa.org), Phone: (831) 775-3012.

III. Scope of Work, Task 4, Flare Foundation.

Please consider using the existing leachate tank foundation to support the new flare and blower system. Attached is a draft drawing of the leachate tank foundation, its design calculations, a foundation detail, and photos.

Consultants must indicate receipt of this addendum and other addendums by attaching the addendums to the Proposal package. Consultants must inform subcontractors and suppliers as necessary.

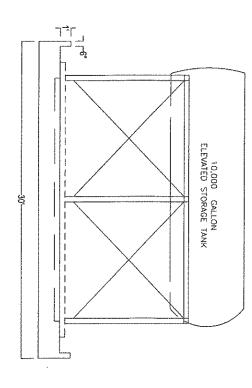
The Authority reserves the right to reject any, a portion of, or all Proposals and to waive any informality in Proposals received.

The Authority is sending this addendum by email to ensure that all Consultants receive it.

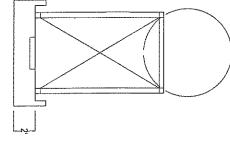
David B. Meza Authority Engineer Salinas Valley Solid Waste Authority

Attachments:

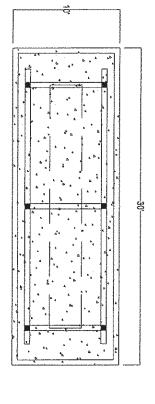
- 1. Draft Drawing of the existing leachate tank foundation.
- 2. Design calculations of the leachate tank foundation.
- 3. Leachate tank foundation detail.
- 4. Leachate Tank Photos.



(LOOKING EAST)



ELEVATION VIEW (LOOKING NORTH)



PLAN VIEW

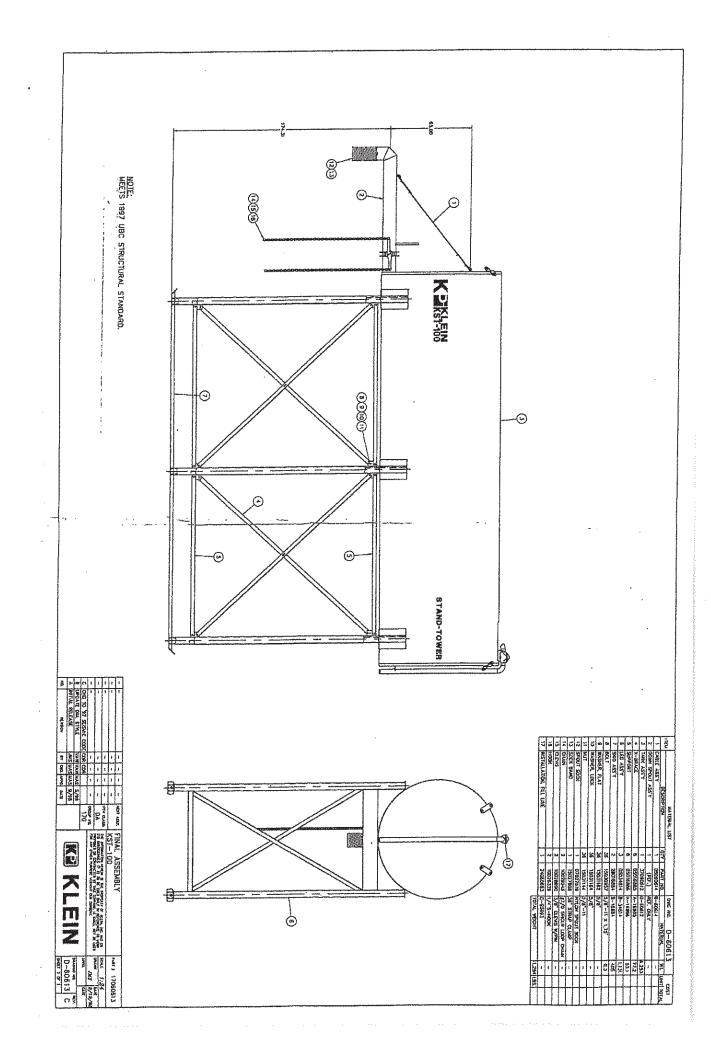
- NOTES: 1. CONTRACTOR REQUIRED TO FIELD VERIFY EXISTING CONCRETE FOOTING.

- 2. THE (E) LEACHATE TANK AND FRAME WILL BE REMOVED BY OTHERS.
 3. (E) CONCRETE PAD COULD BE USED OR RETROFITTED FOR NEW FLARE AND ITS DEDICATED BLOWER SYSTEM.
 4. APPROXIMATE FLARE WEIGHT IS UNKNOWN, BUT COULD BE AROUND 12,000 TO 13,000 POUNDS.

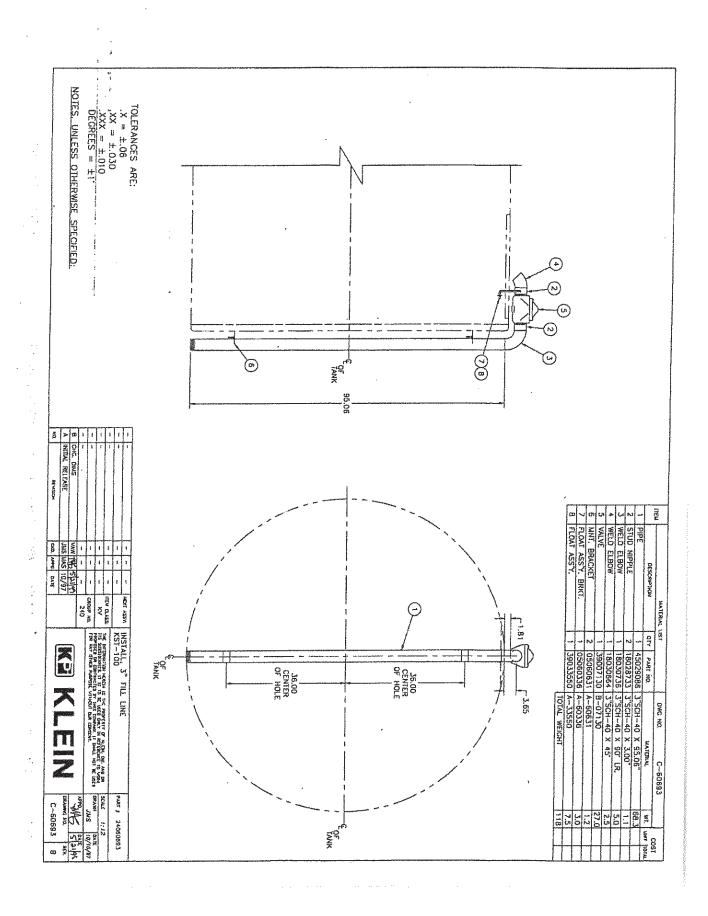
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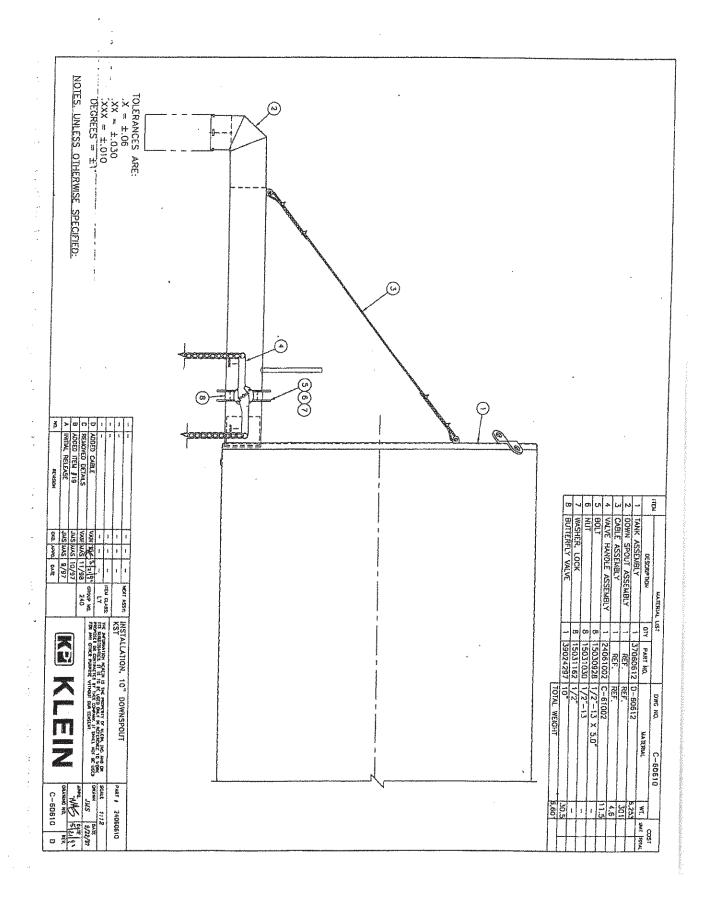
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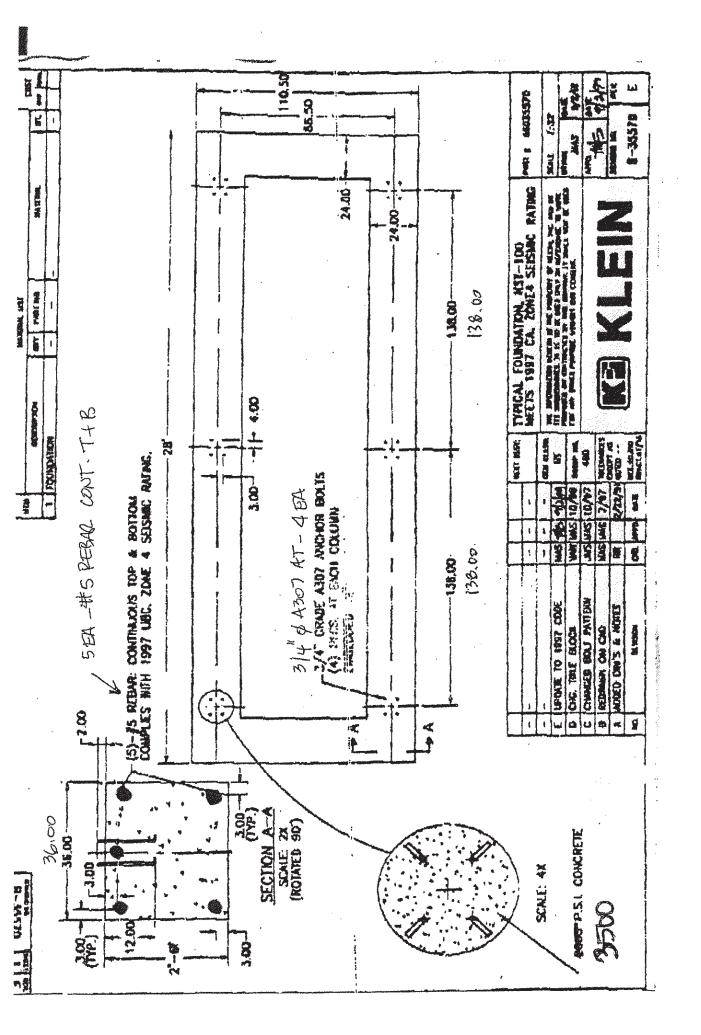


Photo 1 – Above Ground 10,000 Gallon Leachate Tank

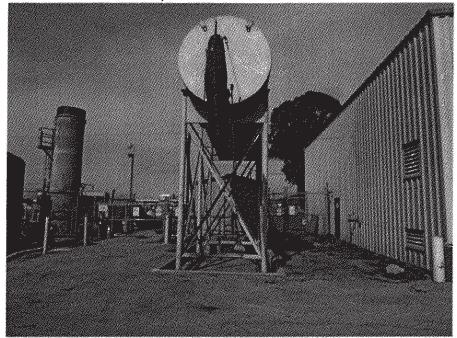
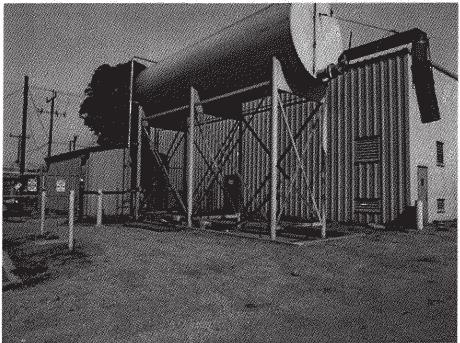
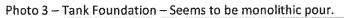


Photo 2 – Above Ground Leachate Tank





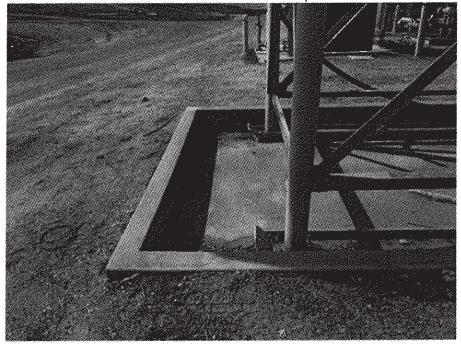
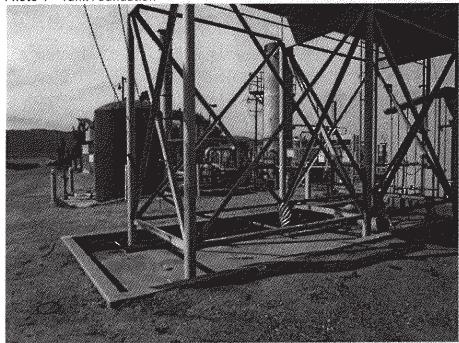


Photo 4 – Tank Foundation





SALINAS VALLEY SOLID WASTE AUTHORITY REQUEST FOR PROPOSALS

ADDENDUM II

FOR ENGINEERING SERVICES TO ADD A LANDFILL GAS FLARE

Dear Consultant:

This addendum forms a part of and modifies the Request for Proposals (RFP) entitled "Request for Proposals to Provide Engineering Services to add a Landfill Gas Flare."

Submit proposals for this project with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the RFP.

I. Response to Questions

Requirements of Proposer:

1. Item 6: Is the Chain of Custody Excel form an applicable requirement for this proposal? Response: No. Please disregard this request.

Scope of Work (SOW) Task 3:

- 2. What is the intended priority sequence of operation of the additional new flare with respect to the replacement flare and the Ameresco engines? (i.e., which flare will be primary and which secondary in a lead/lag start-up sequence?)

 Response: The existing flare would be the priority flare in the lead/lag sequence.
- 3. What is anticipated extent of automation integration with the Ameresco plant and the replacement flare and control panel? (i.e., are automatic start / stop signals and permissives required between Ameresco and the new blower / flare controls, or should start / stop of all flares be manual only?)

 Response: SVSWA will address integration.

4. If start / stop are to be automatic, what are the key operating parameters triggering these (e.g., Ameresco equipment shut-down, low well field vacuum, low total LFG flow)?

Response: SVSWA will address this topic.

any needed changes to it, if needed.

5. Will additional utility service capacity be required for the new blower system (assuming it is similar in size to the existing system)? Who will prepare the PG&E new service application (if required) or should this evaluation be included in the proposal SOW?

Response: Consultant will be responsible to review existing service and address

6. Should the additional new flare include a new condensate injector? Should the new flare system include a new condensate injection pump, air compressor and/or ancillary controls and piping from the existing condensate storage tank(s)? Response: No to both questions.

SOW Task 4:

7. Does SVSWA have relevant existing foundation soils information for the new flare location / leachate tank foundation subgrade?

Response: No. the existing leachate tank foundation used 1,000 psi bearing strength.

SOW Task 6:

8. Certifying that all work complies with air quality laws requires source emissions testing of the additional new flare. Is this the SVSWA's intent? Does this include the replacement flare, too?

Response: SVSWA will address this topic.

9. Are preparation of preliminary and final FEMA Elevation Certificates included in the SOW or will these be provided by SVSWA or others?

Response: SVSWA will provide this information.

RFP Addendum 1, Item III:

10. Klein drawings and Foerstel calculations show the reinforcing steel design for the existing leachate storage tank perimeter footing, but not for the mat interior. Is this information known or to be determined/confirmed by proposer (along with the actual mat thickness)?

Response: The perimeter continuous footing is 3' wide and 2' deep. The interior portion is unknown at this time. SVSWA will core the interior to determine the interior and also determine rebar spacing via NDT.

February 19, 2014 Request for Quote (RFQ), Johnson Canyon Landfill Flare

11. Does SVSWA anticipate that new flare and replacement flare should be same basic design and manufacturer? (i.e., flare to be engineered and specified per scope of work of February 13, 2014 RFP will be virtually identical to that provided in this RFQ?)

Response: It is not anticipated that the two flares are from the same manufacturer.

12. Who will be responsible for integrating electrical of additional flare with existing blower skid control panels? (no reference electrical drawings provided with either RFP / RFO).

Response: SVSWA will be responsible for integrating the new and existing flare. Thus, no reference to electrical drawings are provided.

Consultants must indicate receipt of this addendum and other addendums by attaching the addendums to the Proposal package. Consultants must inform subcontractors and suppliers as necessary.

The Authority reserves the right to reject any, a portion of, or all Proposals and to waive any informality in Proposals received.

The Authority is sending this addendum by email to ensure that all Consultants receive it.

David B. Meza Authority Engineer Salinas Valley Solid Waste Authority

Attachments:

- 1. Draft Drawing of the existing leachate tank foundation.
- 2. Design calculations of the leachate tank foundation.
- 3. Leachate tank foundation detail.
- 4. Leachate Tank Photos.



ATTACHMENT D

ADDITIONAL TEAM EXPERIENCE



Regulatory Compliance/ Permitting Sites

Contacts: (Below)

♦ City of Garden Grove, CA:

Mr. A.J. Holmon III, (714) 741-5956

♦ City of La Habra, CA:

Mr. Sam Makar, (562) 905-9652

• City of Newport Beach, CA:

Ms. Kathryne Cho, (949) 644-3014

♦ Vulcan Materials, CA:

Mr. Dan Zeller, (602) 528-8944

GCE was contacted by the clients due to ongoing problems with their landfill gas (LFG) collection systems and regulatory compliance issues. GCE evaluated each site, reviewed the permit documents and identified the operational and compliance issues at each site. Where applicable, GCE prepared and/ or modified the Rule 1150.1

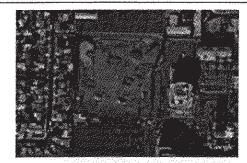
Permit Applications pertinent to the site operation and successfully negotiated permit terms and conditions before the issuance of final permits by the SCAQMD.

GCE has designed and installed LFG collection systems upgrades at these sites including vertical wells with wellheads, laterals and headers, collection ports, isolation valves, condensate collection sumps and skid mounted flare stations. Many of the systems have SCADA capability so that the unit can be operated remotely. GCE oversees the installation of the systems we design. A photographic log is

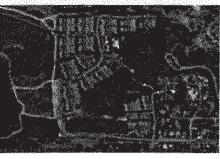
taken during installation. Following construction, GCE does system start and operation & maintenance training or long-term O&M

In addition, GCE has been performing system operation and maintenance, surface emission monitoring ISS, ISM, probe, well, and boundary ambient air monitoring and sampling in compliance with the SCAQMD Rule 1150.1 at the sites. GCE also performs data analysis and prepares reports for submittal to the Local Enforcement Agency (LEA) and the SCAQMD. All sites have been operating in compliance with the State and SCAQMD requirements.

GCE continues to advise our clients with regards to new Federal and State landfill maintenance and oversight regulations.







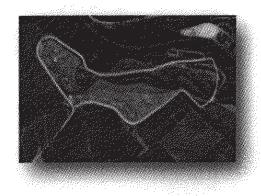


Regulatory Compliance, Permitting, Groundwater Protection, City of Watsonville Landfill.

Watsonville, CA

Contact: City of Watsonville, Robert Ketley, (831) 768-3137; Kirk Mitchell, (831) 768-3131

For more than ten years GCE has been providing consulting services to the City with regard to gas migration and control issues, permitting, regulatory compliance, and groundwater quality protection at the City's landfill. GCE was initially contracted to prepare design plans for landfill gas collection for migration control. Collected gas was piped to the Buena Vista County Landfill for power generation or flare GCE also prepared a Corrective Action Evaluation Technical report because of landfill gas contamination of groundwater. GCE evaluated the effectiveness of the corrective action plan in controlling landfill gas and leachate migration and impact to groundwater, assessed the extent of landfill gas migration and movement, and extent and source of groundwater contamination,



and recommended a course of action to help control landfill gas migration, and remediate groundwater at the landfill. There were numerous findings and recommendations in the report, but one of the key recommendations was to "pressure test" one of the groundwater monitoring wells because of strong evidence suggesting deep aquifer contamination caused by a leaking well casing. GCE subsequently pressure tested the well casing and determined that it was leaking. A new replacement well was installed at GCE's recommendation. In addition, GCE has prepared revised Closure and Post Closure Maintenance Plans and Closure and Post Closure cost estimates for the landfill, has prepared greenhouse gas reports in compliance with the EPA greenhouse gas regulations, and has prepared Surface Emission Monitoring (SEM) Plans, managed ISM and ISS field data collection, and has prepared SEM reports in compliance with the State AB32 regulation for submittal to the California Air Resources Board.

GCE has also performed a number of other tasks for the Watsonville landfill including:

- EPA Greenhouse gas compliance by designing and installing flow recording and SCADA monitoring equipment and programming,
- ♦ 5 year facility permit renewal (Title V),
- Joint Technical Document revisions,
- Final closure / post closure maintenance plan for the closed phases of the landfill and preliminary closure / post closure maintenance plan for the active and future landfill phases,
- Groundwater quality evaluation of the shallow and deep aquifers,
- Evaluation of potential causes of methane exceedance in a probe in the vicinity of the lined landfill phase,
- Landfill gas collection system design and evaluation of the operating parameters.



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GROUND FLARE EXPERIENCE	Photo Description	GCE engineered the Power Plant and Flare Station	GCE did a major Power Plant fuel conditioning system redesign. Part of the work included setting up the ground flare to operate with the new process.	GCE engineered an integrated landfill fuel gas conditioning system and flare system for power generation.
UND FLA	Cost	895,000	\$621,000	\$450,000
GRO	Date	2013	2013	2012
	Engineer	Daniel Waineo	Daniel Waineo	Daniel Waineo
	Scope" D C P	×	×	×
	id O	×	×	×
	~ <u>^</u>	×	×	×
	Landfill	Cold Canyon, San Luis Obispo, CA	Roosevelt Landfill, Roosevelt, WA	Clover Flats Landfill, Calistoga, CA

*D - Design of Flare; C - CQA of Flare; P - Programming



GCE rebuilt and programmed the PLC control system for two ground flares. GCE provided engineering for a ground flare as part of a LFG collection system Working through URS Corporation, GCE rebuilt the control system for a flare for CalRecycle. Photo Description GROUND FLARE EXPERIENCE expansion. \$82,200 \$18,400 \$20,900 Cost Date 2010 2011 2011 Richard Prosser Daniel Waineo Richard Prosser Daniel Waineo Daniel Waineo Engineer × × Scope* Ventura County Ventura, CA Hay Road, Vacaville, CA Bonzi, Modesto, CA Landfill



		and the second s				
GROUND FLARE EXPERIENCE	Photo Description	GCE implemented NSPS compliance for this landfill installing and setting up a methane analyzer, programming the PLC and setting up the SCADA system for data recording and monitoring from County offices.	GCE replaced a candlestick flare with a 1500 SCFM ground flare.	GCE engineered a landfill gas collection system and ground flare for this landfill.	GCE installed the first LFG collection system in about 1998. As the landfill grew, the original flare station needed upgrading so GCE redesigned it to upgrade the capacity.	This flare and Shafter Wasco (below) are two of multiple flare stations engineered for Kern County.
UND FLA	Cost	\$16,900	\$283,100	\$35,350	\$62,100	\$50,300
GRO	Date	2010	2008	2007	2005	2005
	Engineer	Richard Prosser Daniel Waineo	Daniel Waineo	Daniel Waineo	Daniel Waineo	Daniel Waineo
	cope* C P	×			×	×
	Scope* D C F		X	×	×	×
			X	×	×	× a.
	Landfill	China Grade Kern County, CA	Ostrom Road Wheatland, CA	Kings County, CA	Wenatchee, Wenatchee, WA	BENA Kern County, CA



GROUND FLARE EXPERIENCE	Photo Description	This is one of multiple flare stations engineered for Kern County.	Engineering at Gardena Valley #5 Landfill included protecting many buildings from infiltrating soil gas in addition to engineering for the LFG collection system and flare station	GCE engineered an old Waste Management flare into a new flare station	GCE performed design/construction for the LFG collection system and flare station.
UND FLA	Cost	\$32,500	\$250,000	\$53,600	\$252,100
GRO	Date	2005	2004	1997	1997
	Engineer	Daniel Waineo	Richard Prosser	Richard Prosser	Richard Prosser
	ype* C P	×		×	×
	Scope* D C P	×	×	×	×
	Landfill	Shafter-Wasco, Kern County, CA	Gardena Valley #5, (Carson Town Center) Carson, CA	Palmdale, Palmdale, CA	Santa Maria, Santa Maria, CA



GROUND FLARE EXPERIENCE	Photo Description	GCE engineered and constructed the LFG collection system, flare station, and fuel gas system so the primate center boilers could use LFG fuel.	GCE performed emergency design/construction on this landfill for LFG collection and flare destruction	GCE provided landfill gas collection system engineering and flare station design for this project. We performed construction observation for the landfill gas well field and flare station. We also started the flare station and trained County personnel in its operation.
IND FLA	Cost	\$524,300	\$606,300	
GRO	Date	1996	1995	1995
		Richard Prosser Daniel Waineo	Richard Prosser	Richard Prosser
	Scope* D C P	×	×	×
	Sc	×	×	×
	Landfill	UC Davis, Davis, CA	Bakersfield, Bakersfield, CA	Elsinore, CA



GROUND FLARE EXPERIENCE	Photo Description	GCE designed a landfill gas collection system which consisted of gas and condensate extraction horizontal and vertical wells, piping network, flare station, electrical controls for remote monitoring, construction cost estimate, air modeling calculations, health risk assessment for the flare emissions and permitting.	GCE personnel engineered the original landfill gas collection system and flare in the 1980s. We then provided engineering for a flare station expansion incorporating the original flares and new flares into the design in 1992.	GCE personnel designed the original Mountain View flare station using an existing flare and two new flares. GCE has provided multiple additional services to the City since that time.
IND FLA	Cost			
GROL	Date	1993	1992	1988
	Engineer	Richard Prosser	Richard Prosser	Richard Prosser
	* -	×	***************************************	×
	Scope* D C P	×	×	× ×
	Landfill	Mead Valley, Perris, CA	Tacoma, WA	Mtn View Shoreline Landfill, Mountain View, CA



GROUND FLARE EXPERIENCE	Photo Description	GCE personnel engineered the Shoreline LFG collection and barrier systems in addition to the flare station. This work was performed on an emergency basis after gas was discovered venting from the grass seating area.	GCE engineered the landfill gas collection system and flare station. Because this flare station is adjacent to am major freeway, the flare stack was made taller so that flames could not be seen over the top.	GCE personnel engineered and constructed the LFG collection system, compression/treatment system, and flare station for this power plant. GCE also engineered and integrated all engine and plant controls into a common PLC.
IND FLA	Cost			\$800,000
GROL	Date	1987	1987	1986
	Engineer	Richard Prosser	Ríchard Prosser	Richard Prosser
	* ¬		×	
	Scope* D C P	×	×	×
	Landfill	Mtn View Shoreline Amphitheatre, Mountain View, CA	West Riverside, Riverside, CA	Richmond, CA



Landfill Scope* Engineer I D C P Savage Canyon X X Richard Prosser Whittier, CA D-Design of Flare; C - CQA of Flare; P - Programming Bradley, Sun Valley, CA	Scope* N X X COA of FI	Engineer Richard Prosser are; P - Programm Richard Prosser		ND FLAI	GROUND FLARE EXPERIENCE Photo Description GCE personnel engineered the LFG collection system and flare station. GCE personnel engineered the gas compression/dehydration/flare system for this LFG energy plant.	
Bradley, Sun Valley, CA	×	Richard Prosser	1979		This is GCE's first landfill gas flare, built for the Bradley Landfill to test the LFG quantity and quality. It was designed for 1200 SCFM LFG flow.	

D - Design of Flare; C - CQA of Flare; P - Programming



April, 20th 2016

Salinas Valley Solid Waste Authority Attention: Mr. David Meza 128 Sun Street, Suite 101 Salinas, CA 93901

Subject: PROPOSAL TO INSTALL LANDFILL GAS FLARE SKID

Johnson Canyon Landfill Flare Station

Gonzales, CA

ES Engineering Services Proposal Number 1000348

Dear Mr. Meza:

Enclosed is our proposal to install the landfill gas flare at the Johnson Canyon Landfill Flare Station. This proposal is valid for ninety (90) days.

All services will be provided under the direction of Mr. Dan Waineo, PE. Mr. Waineo manages the Portland Office of ES Engineering Services, LLC (ES) and oversees Landfill Gas projects throughout the United States.

Led by Mr. Waineo, our personnel's combined experience in landfill gas projects is unparalleled. ES has been involved in the development and construction of over 30 LFG energy recovery projects including high-BTU, medium-BTU, and electrical power generation projects. ES has designed control systems for hundreds of landfill gas related projects.

We look forward to working with you on this important project. Please feel free to call the undersigned at (503) 234-7984 if you have any questions or would like to discuss this proposal in greater detail.

ES Engineering Services, LLC

Dan Waineo, PE Vice President

DW/ds

Attachment

1.0 APPROACH/PROJECT WORK PLAN

TECHNICAL APPROACH

1.1 Scope of Work

ES will complete the installation of the flare skid purchased by SVSWA as shown on the included plans "Salinas Valley Solid Waste Authority Johnson Canyon Landfill Flare Interconnection Project".

Work will consist of the following tasks:

- Connection of existing stainless steel flare pipe to accept gas from new flare skid.
- Connection to existing HDPE header to new flare skid.
- Furnish and install new HDPE drain piping.
- Offload, placement, anchor, and assembly of new flare skid.
- Furnish and install steel compressed air pipes and fittings.
- Furnish and install pipe supports
- Furnish and install electrical interconnection

1.2 Schedule

General

The project shall be completed 4 weeks after flare delivery. We expect to perform the work to correspond with delivery of the flare skid. We anticipate that the field work will take two weeks. After the field work, as built drawings will be submitted to SVSWA within two weeks.

Schedule

Offload flare skid and install on base	2 days
Modify existing flare piping and HDPE pipe	4 days
Run new piping to new flare including supports	4 days
Run new electrical interconnection to flare skid	2 days
System testing	3 day
As-Built drawings	2 weeks

Note some tasks can be completed simultaneously.

1.3 Expected System Downtime

Connecting the new flare to the existing system will require either the entire LFG collection system to be down or select components. Work will be scheduled and completed in an order to minimize disruptions to LFG collection and energy generation. LFG collection will need to be interrupted for the following tasks.

- Tie in to the 10" HDPE Line. All gas collection will need to stop during the tie in. Work will be completed to the 10" valve on the inlet separator. Once the skid is connected gas collection can resume.
- 6" existing flare connection. Existing flare will need to be off when the connection is made. Ameresco may continue to operate.
- Electrical interconnection will require electrical service to be off when installing new breakers. This will require the flare to be off. Further investigation will be required to determine the feasibility of Ameresco operation during electrical interconnection.
- It is suggested Ameresco is off during startup and testing. Ameresco may operate but system upsets are likely to occur during testing.

Additional system downtown may be required during construction. Advance notice will be provided to SVSWA and Ameresco of any system interruptions.

1.4 System Startup and Testing

Once the flare skid has mechanical, plumping and electrical connections completed the controls can be programed and tested. System programing and testing is covered in ES's proposal to provide an expanded control system.

2.0 STAFFING/PROJECT MANAGER DESIGNATION

PROJECT MANAGER - DANIEL WAINEO, PE

The project manager for this project will be Mr. Daniel Waineo. Mr. Waineo is a degreed Civil Engineer with an emphasis in environmental engineering and water resources with 21 years of experience addressing landfill gas and many issues associated with the control of methane gas and the conversion of landfill gas to energy. His responsibilities include managing projects, engineering, control system design, performing field monitoring and well field balancing, flare station design, operations and maintenance, troubleshooting, repairs, systems engineering, CQA, construction oversight and systems evaluations. Mr. Waineo's comprehensive experience includes designing LFG systems, constructing them, performing start-up, preparing O&M manuals, and training others to operate them. This unique opportunity to work on projects from inception through completion, including long-term O&M, has given him a unique perspective and insight on projects. He is currently involved in the design and operation of landfill extraction systems at dozens of landfills including Kern County. Additionally he is an instructor for SWANA's Landfill Gas course.

Mr. Waineo has worked extensively on Landfill Gas to Energy Projects. An abbreviated list of his most recent projects is as follows:

Kern County (BENA): IC Engine - Blueridge (Texas): Compressor/pipeline Ashville North Carolina: IC Engine - Hendersonville, North Carolina: Boiler

Greenville South Carolina: IC Engine Mountain View, CA: Microturbine-Cowlitz PUD, WA: LFGtoE Evaluation Klickitat PUD, WA LFG Treatment, Turbine Alcoa BiCounty, Tenn: IC Engine

Onslow PP, NC – IC Engine

Napa California: IC Engine Bayview Landfill, Utah: LFGtoE Evaluation Wewoka, OK: Brick plant modification

Cold Canyon LF, CA – IC Engine and Pipeline

PRINCIPAL ENGINEER - RICHARD PROSSER, PE

Mr. Prosser is a registered mechanical engineer with 38 years of engineering experience and 31 years of landfill gas (LFG) engineering experience. He has been an integral part of the LFG industry since its earliest days in the 1970's. He has a process design background that is unparalleled in the industry. Mr. Prosser has participated in the design, installation, operations, and/or troubleshooting of hundreds of LFG collection systems or flares across the United States and abroad.

MECHANICAL ENGINEER – AARON PARKER, PE

Mr. Parker is a registered mechanical engineer and has been with ES for 6 years. His experience includes design and startup of LFG collection system, flare stations, LFG to energy systems, and PLC programming. He has designed PLC control systems for new equipment as well as replacement of existing controls.

MECHANICAL ENGINEER – CHAD CURS

Mr. Curs has been with ES for 1 year. His experience includes design of LFG treatment systems, flare stations, LFG to energy systems and dual containment systems.

3.0 **EXPERIENCE**

Daniel Waineo has 21 years of experience in landfill design and operation and flare control design. Mr. Prosser has over 30 years of experience in landfill design and operation and flare control design. Below is a list of references and relevant project experience.

Kern County Waste Management Department

Contact: Kern County Waste Management, Tim Reed, (661) 862-8855

ES Personnel: Dan Waineo, Richard Prosser

Daniel Waineo designed replacement flare control systems for five Toshiba PLC based LFG&E flares. The projects were Arvin Sanitary Landfill, McFarland-Delano Sanitary Landfill, Shafter-Wasco Sanitary Landfill, Kern Valley Sanitary Landfill, and the China Grade Sanitary Landfill. The work consisted of panel design, PLC wiring, PLC programming, Touchscreen programming, SCADA programming, and Operation and Maintenance manual preparation. Daniel Waineo has also designed control systems and programmed other sites including Tehachapi Sanitary Landfill, Ridgecrest Sanitary landfill, and four separated PLC control system for the Bena Sanitary Landfill. Daniel also designed the County Wide SCADA system.

2. Multiple Flares and Power Generation Plants

Contact: Enerdyne Power Systems, Mr. Bill Brinker 704-363-9664

ES Personnel: Dan Waineo, Richard Prosser, Aaron Parker

Highlighted Capability: Power Plant Engineering and LFG Flaring and Treatment

Major Issues:

- Power Plant Engineering
- Construction Assistance
- Siloxane Removal
- Control System Design
- SCADA System Engineering
- Carbon Credit Verification

ES has designed and programmed at least 15 control systems for landfill gas projects for Enerdyne. All of these projects have a flare component.

3. City of Mountain View Landfill

Contact: Nirmal Sajjan (650) 903-6284

ES Personnel: Daniel Waineo, Richard Prosser, Aaron Parker

The City of Mountain View Landfill encompasses over 1000 acres. The landfill is home of the Shoreline Regional Park. This showcase project includes the Shoreline Amphitheater, an 18-hole golf course with clubhouse/restaurant, and park.

Services Provided

ES Engineering Services, LLC (ES) has performed most of the landfill gas (LFG) engineering work that has been done at the site including the flare station design, original and upgraded gas collection system design in the Front nine area of the golf course, and engineering the gas protection system for Michael's Restaurant which has a multi-level methane protection system that includes landfill gas extraction, parking lot and building subsurface ventilation, and LEL monitors.

ES designed and implemented the control system for the Mountain View flare station. The control system is designed to operate three enclosed ground flares, a microturbine facility and a pipeline to an IC Engine Facility. Currently ES is involved with reprogramming the facility and installing three replacement flares. The current flares have reached their end of life (30 years), and are now oversized for the facility.

4. Klickitat PUD LFG Turbine Power Plant at the Roosevelt Landfill, WA

Contact: Kevin Ricks (509) 773-7430

ES Personnel: Daniel Waineo, Richard Prosser, Aaron Parker, Chad Curs

The KPUD LFG Turbine Power Plant takes all of the Landfill Gas from the Roosevelt Landfill (currently about 6500 SCFM) and compresses, treats and fires the gas in two Solar Turbines. The cogeneration facility also runs a condensing steam turbine using the waste heat from the two solar turbines.

Services Provided

ES Engineering Services, LLC (ES) has performed extensive engineering and construction activities over the last four years. The work includes:

- Designing and programming a control system for the waste gas flare
- Designing and starting up an iron chelate sulfur removal system including PLC programming, and HMI programming
- Designing and starting up a LFG dehydration system including PLC programming.
- Designing and starting up a new oil cooler for the first stage compressors including PLC programming.
- Designing and starting up a steam economizer for the steam turbine including PLC programming
- PLC programming changes for the LFG Turbine
- Designing a installing a new pressure balanced bellows and new steam turbine support system including grout and anchor bolts

4.0 COST/BUDGET

ES proposes the flare installation project be setup as a fixed price contract. A breakdown of the costs is below.

 Mobilization/Demobilization Modify Existing Flare Pipe Furnish and Install HDPE Gas Pipes and Fittings Furnish and Install HDPE Drain Pipe and Fittings Flare Skid Installation Furnish and Install Steel Air Pipes and Fittings 	\$7,110.00 \$17,909.25 \$12,332.70 \$10,848.44 10,800.00 \$2,165.93
8. Furnish and Construct Pipe Supports	\$5,722.40
9. Furnish and Install all Electrical	\$15,693.32
Total	\$82,582.02

5.0 LIMITATIONS

All work regarding the leachate tank has been removed from scope. All concrete work shall be by others.

Information gathered during the project by ES Engineering Services, LLC is considered confidential and will be released only upon written authorization of SVSWA or as required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or the environment.

This proposal is the property of ES Engineering Services, LLC and may be used only by the Client and regulatory agency and only for the purposes stated, within a reasonable time from its issuance.

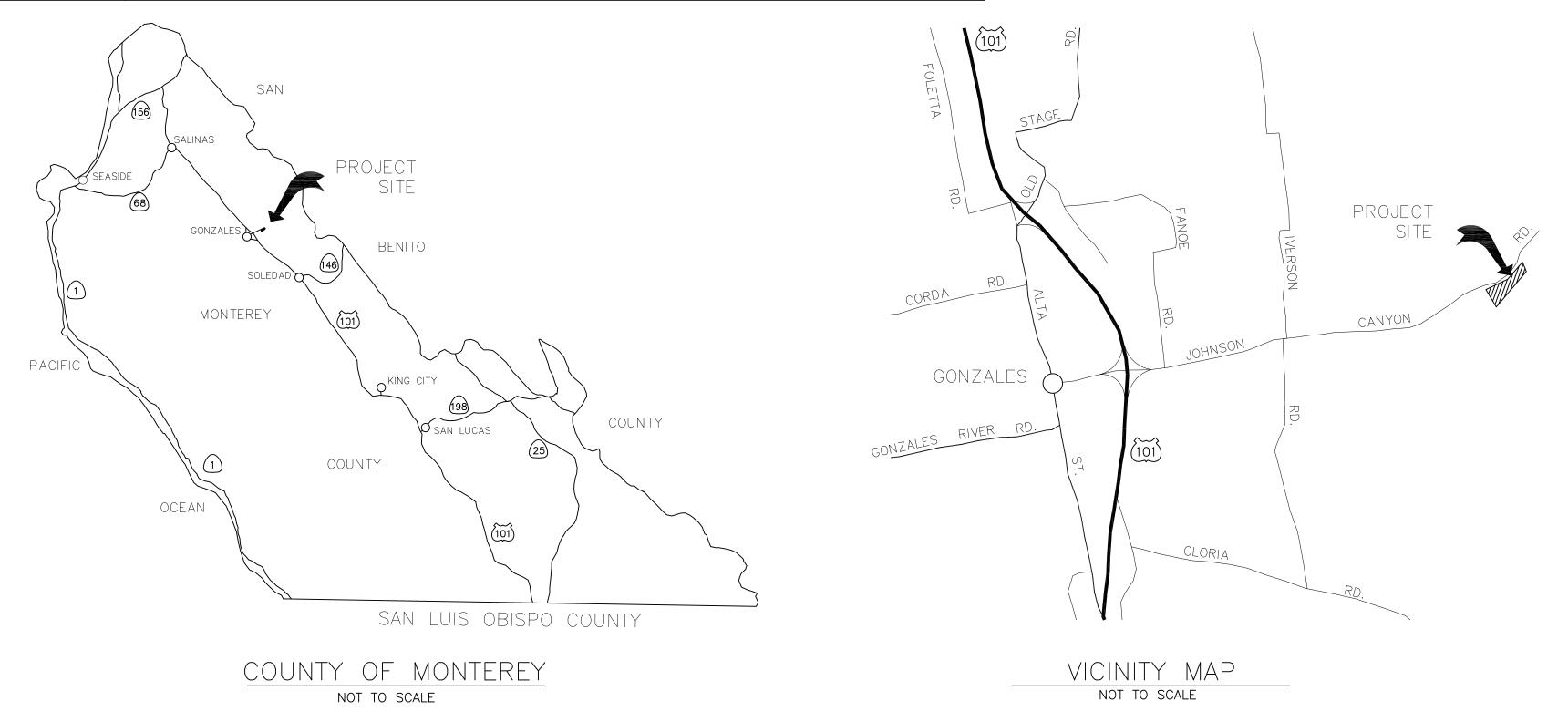
SALINAS VALLEY SOLID WASTE AUTHORITY JOHNSON CANYON LANDFILL FLARE INTERCONNECTION PROJECT

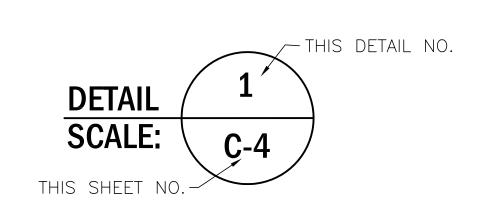
SHEET INDEX

TITLE SHEET
SITE PLAN
FLARE STATION AREA PLAN
GRADING PLAN (LEACHATE TANK)
FOUNDATION PLAN (LEACHATE TANK)
CROSS-SECTIONS (LEACHATE TANK)
EROSION CONTROL PLAN (LEACHATE TANK)
P&ID - LEGEND I
P&ID - LEGEND II
FLARE STATION P&ID
FLARE STATION PLAN
FLARE STATION ISOMETRIC
FLARE STATION MODIFICATIONS I
FLARE STATION MODIFICATIONS II
PIPE SUPPORTS
NEW FLARE SKID ASSEMBLY
ELECTRICAL SINGLE LINE DIAGRAM
ELECTRICAL CONDUIT PLAN
ELECTRICAL CONDUIT DETAILS
NEW FLARE CONCRETE PAD (TITLE SHEET)
NEW FLARE CONCRETE PAD (SECTIONS & DETAILS)

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL VERIFY LOCATIONS OF UNDERGROUND AND ABOVE GROUND APPURTENANCES AND UTILITIES WITH NORTHWEST UTILITY NOTIFICATION CENTER AND THE SITE COORDINATOR TO VERIFY LOCATIONS PRIOR TO DIGGING OR CONSTRUCTION.
- 2. ALL NECESSARY PERMITS FROM REGULATORY AGENCIES, INCLUDING FEDERAL, STATE, REGIONAL, AND LOCAL, MUST BE OBTAINED PRIOR TO START OF ANY CONSTRUCTION WORK.
- 3. CONTRACTOR WILL EXECUTE THE WORK SAFELY, CONSISTENT WITH EXCAVATING AND WORKING IN A POTENTIALLY EXPLOSIVE ENVIRONMENT.
- 4. ANY DRILLING, TRENCHING, EXCAVATION, OR OTHER WORK BELOW GRADE IS SUBJECT TO METHANE GAS INFILTRATION FROM THE SOIL WHICH COULD CREATE A POTENTIAL HAZARD TO PERSONNEL. SPECIAL SAFETY PRECAUTIONS SHALL BE INCLUDED IN THE CONTRACTORS HEALTH AND SAFETY PLAN TO ADDRESS
- 5. NO REFUSE SHALL BE ALLOWED TO REMAIN ON THE GROUND FOLLOWING ANY EXCAVATION UNLESS THE WORK IS ACTIVELY BEING WORKED ON. EXCAVATED WASTE SHALL BE PLACED IN A ROLL OFF BIN OR DUMP TRUCK SHORTLY AFTER EXCAVATION, AND DISPOSED OF AT THE OPEN FACE OF THE LANDFILL 1/2 HOUR BEFORE THE END OF THE LANDFILL NORMAL OPERATING HOURS.
- 6 EXCEPT WHEN BEING ACTIVELY WORKED ON, EXCAVATIONS OR HOLES SHALL BE COVERED TO PREVENT UNAUTHORIZED ENTRY.
- 7. ALL CONSTRUCTION SHALL BE CONDUCTED USING LATEST INTERNATIONAL BUILDING CODE.
- 8. LANDFILL GAS SYSTEM CONSTRUCTION SHALL NOT INTERFERE WITH LANDFILL OPERATIONS.
- 9. HYDROSTATIC TESTING TO BE 1.5X DESIGN PRESSURE
- 10. PRIOR TO OPENING OR WORKING ON PIPES, METHANE SHALL BE PURGED.





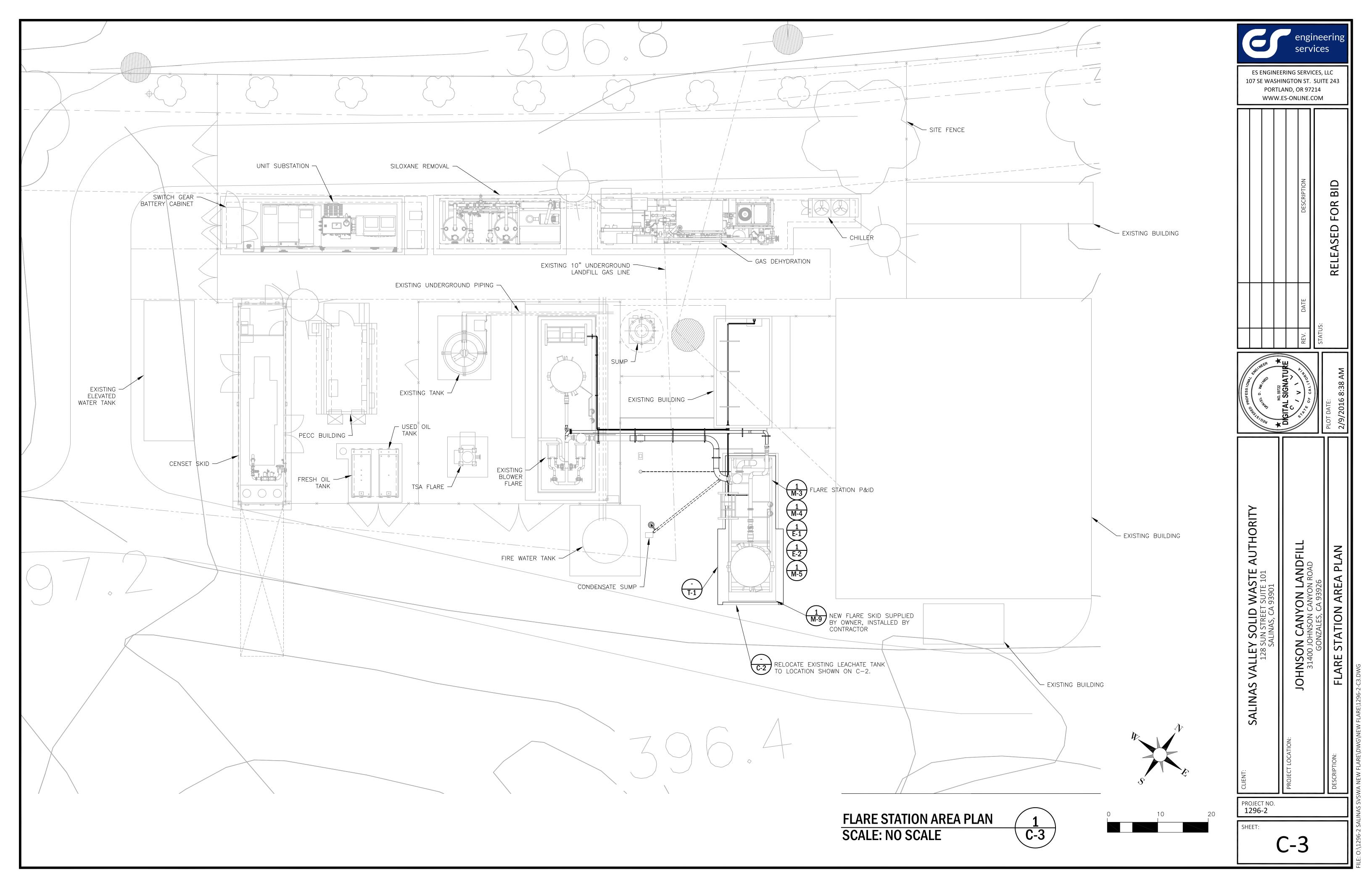
PROJECT ENGINEER DANIEL D. WAINEO PE NUMBER

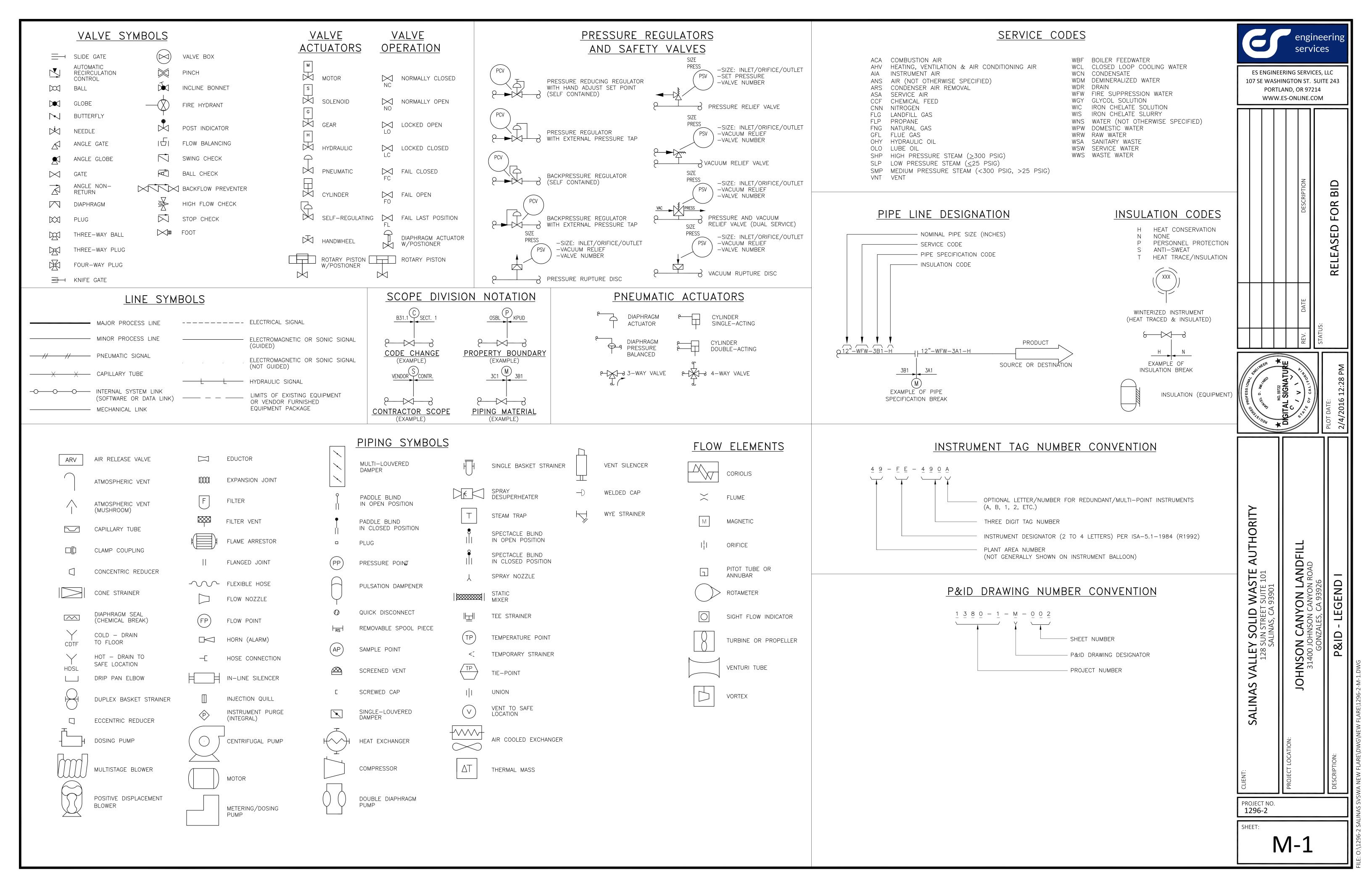
services ES ENGINEERING SERVICES, LLC 107 SE WASHINGTON ST. SUITE 243 PORTLAND, OR 97214 WWW.ES-ONLINE.COM

FOR

RELEASED

PROJECT NO. **1296-2**





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PROCESS VARIABLE INSTRUMENT FUNCTION	ANALYSIS	BURNER, COMBUSTION	CONDUCTIVITY (ELECTRICAL)	DIFFERENTIAL PRESSURE	VOLTAGE (EMF)	FLOW RATE	GAGING (DIMENSIONAL)	HAND (MANUALLY-INITIATED)	CURRENT (ELECTRICAL)	POWER (WATTS)	TIME (PROGRAM)	LEVEL	MOISTURE OR HUMIDITY	UNDEFINED	TORQUE	PRESSURE OR VACUUM	QUANTITY OR EVENT	RADIATION	SPEED OR FREQUENCY	TEMPERATURE	MULTI-VARIABLE	VIBRATION	WEIGHT OR FORCE	(UNCLASSIFIED)	EVENT STATE OR PRESENCE	POSITION
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CONTROLLER	AC	BC	CC	DC	EC	FC	GC	НС		_	KC		MC			PC	00	RC			UC		WC	XC	YC	ZC
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CONTROLLER, RECORDING	ARC	BRC	CRC	DRC	ERC	FRC	GRC		IRC	JRC	KRC	LRC	MRC		ORC	PRC	QRC	RRC	SRC	TRC	URC	VRC	WRC	XRC		ZRC
INTEGRATOR, TOTALIZER						FQI				JQI	KQI												WQI			
SCANNER	AJ	BJ	CJ	DJ	EJ	FJ	GJ		IJ	JJ	KJ	LJ	MJ	NJ	OJ	PJ		RJ	SJ	TJ	UJ	VJ	WJ	XJ		ZJ
BACK-UP STATION	AIK	BIK	CIK	DIK	EIK	FIK	GIK	HIK	IIK	JIK	KIK	LIK	MIK		OIK	PIK	QIK	RIK	SIK	TIK	UIK	VIK	WIK	XIK		ZIK
VALVE CONTROL	AV	BV	CV	DV		FV		HV			KV	LV	MV			PV		RV	SV	TV		VV	W∨	XV		
VALVE, SOLENOID, SOV	AEV	BEV	CEV	DEV		FEV	GEV				KEV	LEV	MEV					REV	SEV	TEV		VEV	WEV	XEV		
VALVE, SAFETY OR RELIEF		BSV				FSV										PSV			SSV	TSV				XSV		
RUPTURE DISC																PSE				TSE				XSE		
REGULATOR, SELF CONTAINED						FCV		HCV				LCV				PCV				TCV			WCV			-
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SWITCH, HIGH	ASH		CSH	DSH	FSH	FSH	GSH		ISH	JSH		ISH	MSH	NSH	OSH	PSH	OSH	RSH	SSH	TSH		VSH				ZSH
SWITCH, LOW	ASL		CSL	DSL		FSL			ISL	JSL		LSL		11011			QSL			TSL			WSL			ZSL
SWITCH	AS		CS	DS		FS		HS	IS	JS		LS	MS		OS	PS	QS	RS	SS	TS		VS	WS	XS		ZS
SWITCH, CLOSED/OPEN	ASCO			DSCO									MSCO						SSCO				WSCO			ZSCO
SWITCH, CLUSED/ OPEN	ASCO		<u> </u>	DSCO	E300	F 3 C O	6300	посо	1300	0300		LSCO	MSCO		0300	P3C0	QSCO	KSCO	3300	1300		V3C0	WSCO	X3CO		2300
AL ADM																					1.1.4				>/4	
ALARM		D	0	<u> </u>			0		1	1				A. 1. 4. 7. 1	0	<u> </u>	0	D		T	UA		14/4/	\/ + + · ·	YA	
ALARM, HIGH				DAH			GAH		IAH	JAH			MAH	NAH					SAH				WAH			ZAH
ALARM, LOW		BAL		DAL		FAL			IAL	JAL		LAL	MAL			PAL					UAL	VAL	WAL			ZAL
ALARM, HIGH/HIGH				DAHH						JAHH			MAHH						SAHH							ZAHH
ALARM, HIGH/LOW				DAHL					IAHL			LAHL							SAHL							ZAHL
ALARM, LOW/LOW	AALL	BALL	CALL	DALL	EALL	FALL	GALL		IALL	JALL		LALL	MALL		OALL	PALL	QALL	RALL	SALL	TALL	UALL	VALL	WALL	XALL		ZALL
STATUS LIGHT	AL	BL	CL	DL	EL	FL	GL	HL	IL	JL	KL	LL	ML		OL	PL	QL	RL	SL	TL	UL	VL	WL	XL		ZL
RELAY/TRANSDUCER, COMPUTE	AY	BY	CY	DY	EY	FY	GY		ΙΥ	JY	KY	LY	MY		OY	PY	QY	RY	SY	TY	UY	VY	WY	XY		ZY
SPECIAL PROJECT CODE LETTERS																										

SPECIAL PROJECT CODE LETTERS

DX — RADIOACTIVE SOURCE AS NOTED
FFIC — FLOW FUNCTION INDICATING CONTROLLER
FO — RESTRICTION ORIFICE (FIXED)
FRK, HIK — CONTROL STATIONS

FX - ACCESSORIES

NOTES:

- 1. "A" IS USED FOR THE ANALYTICAL VARIABLES, FOR EXAMPLE:
 O₂, H₂S, CO, pH ETC. THE DESCRIPTIVE CHEMICAL SYMBOL DENOTING
 THE ANALYZER FUNCTION SHOULD BE NOTED IN THE P&ID NEAR THE
 INSTRUMENT SYMBOL.
- 2. "X" IS USED TO DEFINE A SPECIAL VARIABLE WHICH WILL BE USED ONLY TO A LIMITED EXTENT ON A PROJECT. THE LETTER "X" MAY BE USED AS A FIRST LETTER AND/OR IN COMBINATION WITH THE CODE LETTERS LISTED ABOVE. THE FUNCTION OF THE DEVICE SHOULD BE NOTED ON THE P&ID ADJACENT TO THE INSTRUMENT SYMBOL, FOR EXAMPLE: XR-1 MAY BE A STRESS OSCILLOSCOPE.
- 3. "N" & "Y" ARE USERS CHOICE LETTERS AND ARE INTENDED TO BE USED TO COVER A MEANING THAT WOULD BE USED REPETITIVELY ON A PROJECT. WHEN USED AS A FIRST LETTER, THE SELECTED PROCESS VARIABLE SHALL BE DEFINED IN THE PROCESS VARIABLE HEADINGS, FOR EXAMPLE: "N" MAY BE DEFINED AS "TURBIDITY" AND "Y" AS "SHEAR".

WHEN USED AS A "FIRST" LETTER MODIFIER THE SELECTED INSTRUMENT FUNCTION SHALL BE DEFINED IN THE INSTRUMENT FUNCTION COLUMN, FOR EXAMPLE: "N" MAY BE DEFINED AS A TELEVISION MONITOR "Y" AS A RELAY OR TRANSDUCER.

WKIC - RATE-OF-WEIGHT-LOSS CONTROLLER ZSC - POSTION SWITCH, CLOSED

ZLO - POSTION LIGHT, OPEN

ZLC - POSITION LIGHT CLOSED

ZSO - POSITION SWITCH, OPEN

4. OPEN SPACES - IMPROBABLE COMBINATIONS.

TJR - SCANNING RECORDER

UA — COMMON ALARM

TX - IGNITION TRANSFORMER

5. ANY FIRST LETTER IF USED IN CONJUNCTION WITH MODIFYING LETTERS "D" (DIFFERENTIAL), "F" (RATIO), "Q" (INTEGRATE TOTALIZE), "J" (SCAN), OR ANY COMBINATION OF THEM SHALL BE CONSTRUED TO REPRESENT A NEW AND SEPARATE MEASURED VARIABLE, AND THE COMBINATION SHALL BE TREATED AS A FIRST LETTER ENTITY, EXAMPLE:

PIPE SPECIFICATIONS

HMS - HAND MOMENTARY SWITCH

KQI — RUNNING TIME INDICATOR

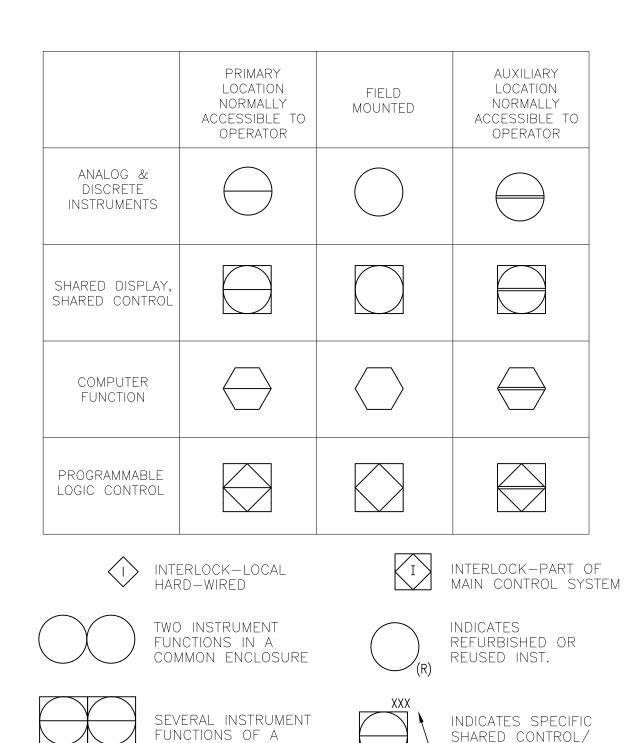
QQI — INDICATING COUNTER

LLH - PILOT LIGHT PFR - RATIO

SPEC	SERVICE	<u>MATERIAL</u>	<u>CLASS</u>
3A3	FIRE PROTECTION, ABOVE GROUND (VICTAULIC)	GALVANIZED CS	125
3A6	FIRE PROTECTION, UNDERGROUND	CS	125
3B1	GENERAL WATER & CONDENSATE SERVICES	CS	150
3B2	COMPRESSED AIR	CS	150
3B4	FUEL GAS, UNDERGROUND	CS	150
3B5	FIRE PROTECTION, ABOVE GROUND	CS	150
3B6	PLANT DRAINS, UNDERGROUND, HOT	CS	150
3C1	STEAM AND CONDENSATE	CS	300
3C3	FUEL GAS, PROPANE, LUBE OIL ABOVE GROUND	CS	150
3D1	SATURATED STEAM, FEEDWATER, CONDENSATE & DRAINS	CS	600
3D2	SERVICE WATER, HIGH PRESSURE	CS	600
5B1	DEMIN WATER & CORROSIVE SERVICES	SS 316	150
5B2	LUBE OIL	SS 316	150
5B3	LANDFILL GAS	SS 304 SCH 10	150

<u>``</u>	SPEC	SERVICE	MATERIAL	<u>CLASS</u>
	5B4	CONDENSATE, GLYCOL, IRON CHELATE, WATER	SS 316	150
	5B5	COMPRESSED AIR	SS 316	
	5C1	DEMIN WATER & CORROSIVE SERVICES	SS 316	300
	5C3	FUEL GAS	SS 316	300
	5M1	TUBING (<500 PSIG)	SS 316	
	5M2	TUBING (<2,075 PSIG)	SS 316	
	8D1	MAIN STEAM	P22	600
	10M1	POTABLE WATER	COPPER TUBING TYPE L	
	11J1	WATER, UNDERGROUND PRESSURIZED	HDPE SDR 11	
	11J3	PLANT DRAINS, CONDENSATE, UNDERGROUND	HDPE SDR 11	
	11J4	FIRE PROTECTION, UNDERGROUND	HDPE FM 200	
	11J5	LANDFILL GAS	HDPE SDR 17	
	11J6	FUEL GAS, UNDERGROUND	HDPE SDR 9 & 11	-
	11J7	DOUBLE CONTAINMENT	HDPE SDR 11X17	
	12J1	SEWER, UNDERGROUND (GRAVITY)	PVC	
	12J2	CHEMICAL FEED	CPVC SCH, 80	
	13J1	CONDENSATE	PE TUBING	

INSTRUMENT SYMBOLS



EQUIPMENT CODES

MAJOR	MECHANICAL	

ACC AIR COOLED CONDENSER

AGM AGITATOR OR MIXER

B BLOWER

CEM CONTINUOUS EMISSIONS MONITOR

CP COMPRESSOR

CEM CONTINUOUS EMISSIONS MONITOR
CP COMPRESSOR
CRN CRANE
CTG COMBUSTION TURBINE GENERATOR

SAME LOOP

INDICATES VENDOR— SUPPLIED INSTR.

DA DEAERATOR
DR DRYER
E EJECTOR
F FILTER
FN FAN
FR FLARE

FR FLARE
HRSG HEAT RECOVERY STEAM GENERATOR
HST HOIST
HTR HEATER

HST HOIST
HTR HEATER
HX HEAT EXCHANGER
MP METERING PUMP
OWS OIL—WATER SEPARATOR

OWS OIL—WATER SEPARATOR
P PUMP
PEL PERSONNEL ELEVATOR
SKD VENDOR SKID

SS SAMPLING SYSTEM
ST STACK
STG STEAM TURBINE GENERATOR
TK TANK
TRB TURBINE

TK TANK
TRB TURBINE
VP VACUUM PUMP
V VESSEL

MINOR MECHANICAL

3	FA FD FL FX MX PL QL SH SL SP	DESUPERHEATER EXHAUST FAN (BUILDING) EXPANSION JOINT FLAME ARRESTOR LIQUID DRAINER FILTER (INLINE) FLEXIBLE HOSE STATIC MIXER LINED PIPE INJECTION QUILL SAFETY SHOWER/EYE WASH SILENCER SPECIALTY ITEM STRAINER TRAP (STEAM)
	FLEOT	· DIO A I

└─ DISPLAY SYSTEM

PILOT LIGHT

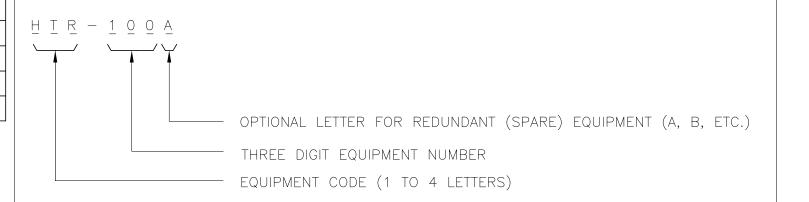
ELECTRICAL

BAT BATTERY

BCH BATTERY CHARGER

RD	BOZ DOCI
BRK	BRFAKFR
	CABINET
CP	CONTROL PANEL
	DISTRIBUTED CONTROL SYSTEM
DS	DISCONNECT SWITCH
Ε	EXCITER
EEE	ELECTRICAL EQUIP. ENCLOSURE
GEN	GENERATOR
HP	HEATING PANEL
ΙP	INSTRUMENT PANEL
JB	
	LIGHTING PANEL
	MOTOR CONTROL CENTER
NBS	
PDC	
PP	POWER PANEL
RP	RELAY PANEL
SUS	SECONDARY UNIT SUBSTATION
SWG	SWITCHGEAR
UPS	
VP	
XF	
\wedge Γ	INANSFUNIVIEN

EQUIPMENT TAG NUMBER CONVENTION



ABBREVIATIONS

	AMP	AMPERE ABSOLUTE ALTERNATING CURRENT ACTUAL CUBIC FEET PER MINUTE AMERICAN NATIONAL STANDARDS INSTITUTE AMERICAN PETROLEUM INSTITUTE AIR SUPPLY AMERICAN SOCIETY OF MECHANICAL ENGINEERS AMERICAN SOCIETY OF TESTING MATERIALS ATMOSPHERE AVERAGE BLIND FLANGE BRAKE HORSEPOWER BLIND BRITISH THERMAL UNIT BRITISH THERMAL UNIT PER HOUR DEGREE CELSIUS CATCH BASIN CLOSED CIRCUIT COOLING WATER RETURN CLOSED CIRCUIT COOLING WATER SUPPLY COLD—DRAIN TO FLOOR CUBIC FEET CUBIC FEET PER MINUTE CUBIC FEET PER REVOLUTION CUBIC METERS PER HOUR CHAIN OPERATED CHECK CAST IRON CLEAN OUT COLUMN CONCENTRIC CONCRETE CONNECTION COUPLING CHLORINATED POLYVINYL CHLORIDE CARBON STEEL CANADIAN STANDARDS ASSOCIATION CUBIC FEET CUBIC FEET CUBIC FEET	FOT	FLAT ON TOP	OS&Y	OUTSIDE SCREW &
	ABS	ABSOLUTE	FP	FIRE PROTECTION	0001	YOKE SOMEW &
	AC	ALTERNATING CURRENT	FPM	FEET PER MINUTE	OTP	ON TURBINE PIPING
	ACFM	ACTUAL CUBIC FEET PER	FPS	FEET PER SECOND	OV	OPERATING VALVE
		MINUTE	FPT	FEMALE PIPE THREAD		(NEEDS EASY ACCESS)
	ANSI	AMERICAN NATIONAL	FT	FOOT	PA	PRIMARY AIR
		STANDARDS INSTITUTE	FRP	FIBER REINFORCED	PLATF	PLATFORM
	API	AMERICAN PETROLEUM		PLASTIC	PMP	PUMP
		INSTITUTE	F/S/R	FORWARD-STOP	PNL	PANEL
	A/S	AIR SUPPLY		-REVERSE	PP	PERSONAL PROTECTION
	ASME	AMERICAN SOCIETY OF	F TO F	FACE TO FACE	PPM	PARTS PER MILLION
		MECHANICAL ENGINEERS	FT-LB	FOOT POUND	PRESS	PRESSURE
	ASTM	AMERICAN SOCIETY OF			PPH	POUNDS PER HOUR
		TESTING MATERIALS	FU	FIT-UP WELD	PSH	PRIMARY SUPER
	ATM	ATMOSPHERE	FV	FULL VACUUM		HEATER
	AVG	AVERAGE	GAL	GALLON	PSI	POUNDS PER SQUARE
	BF	BLIND FLANGE	GALV	GALVANIZE		INCH
	BHP	BRAKE HORSEPOWER	GO	GEAR OPERATED	PSIA	POUNDS PER SQUARE
	BLD	BLIND	GPM	GALLON PER MINUTE	DO10	INCH ABSOLUTE
	BIU	BRITISH THERMAL UNIT	GPH	GALLON PER HOUR	PSIG	POUNDS PER SQUARE
	BTU/HR	BRITISH THERMAL UNIT	G	GRAM	DV (O	INCH GAUGE
	• •	PER HOUR	GSKI	GASKET	PVC	POLIVINIL CHLORIDE
	C	DEGREE CELSIUS	HB	HOSE BIB	RUCK	REDUCER
	CB	CAICH BASIN	пизг	HOTEDRAIN TO SAFE	ΓΓ D I	RAISED FACE
	CCR	CLOSED CIRCUIT COOLING	LIDDE	LUCATION LICH DENCITY	NJ DI	KING JUINI
	000	WATER RETURN	ПОРЕ		PO	PEVEDSE ASMASIS
	CCS	CLUSED CIRCUIT COOLING	HEI	HIGH ENERGY	ROA	REMOTE_OFF_ALITO
	CDTE	COLD DEALN TO FLOOD	1111	(CDAPK)	RPM	REVOLUTIONS PER
	CDIF	CURIC FEET		ICNITER	1 (1 141	MINITE
	CEM	CUBIC FEFT DER	LIMI		RPS	REVOLUTIONS PER
	CI W	MINITE	HIVII	INITEDEACE	111 0	SECOND
	CFR	CUBIC FEET PER	$H \cap \Lambda$	HAND_OFF_ALITO	RT	RUNNING TRAP
	OFIC	REVOLUTION	HD	HORSE DOWER / LICH	RTE	ROUTE
	СМН	CUBIC METERS PER	ПР	DDESCRIPE	SA	SECONDARY AIR
	O WITT	HOUR	ЦDТ	HICH DOINT	SB	SPECTACLE BLIND
	CHOP	CHAIN OPERATED	HDV	HIGH POINT VENT	SCFM	STANDARD CUBIC FEET
	CHK	CHECK	HR	HOSE REEL		PER MINUTE
	CI	CAST IRON	HS	HOSE STATION	SCHED	SCHEDULE
	CO	CLEAN OUT	HYDR	HYDRALILIC	SCRD	SCREWED
	COL	COLUMN	H7	HFRT7	SEL	SIGNAL SELECTOR
	CNCTRC	CONCENTRIC	IAS	INSTRUMENT AIR	SP GR	SPECIFIC GRAVITY
	CONC	CONCRETE		SUPPLY	SMLS	SEAMLESS
	CONN	CONNECTION	ID	INSIDE DIAMETER	SO	SLIP ON
	CPLG	COUPLING	INSUL	INSULATION	SOL	SOUROLEI
	CPVC	CHLORINATED POLYVINYL	INVT	INVERT	SP	SAMPLE POINT
	0.0	CHLORIDE	ISO	ISOMETRIC	SPEC	SEL PUINT
	CS	CARBON STEEL	JOR	JOG-OFF-REMOTE	SPEC SO ET	SPECIFICATION
	CSA	CANADIAN STANDARDS	JT	JOINT	SQ FI	SUMARE FEET
	OU ET	ASSOCIATION	KO	KNOCKOUT	2CП 2L	SECUNDARY STIRER
	CU FI	CORIC LEET	L	LIQUID PHASE	3311	HEATER
	CU IN	COBIC INCH	LC	LOCKED CLOSED	T22	STAINI ESS STEFI
	CL DB	DDAIN DOV	LP	LOW POINT/LOW	STD	STANDARD
	DC	DIRECT CLIRRENT		PRESSURE	STI	STEFI
	DEG	DECREE	LPD	LOW POINT DRAIN	STR	STRAINER, STRAIGHT
	DEMIN	DEMINERALIZED	LB2	POUNDS	SU	STUB UP
	DI	DUCTILE IRON	rR2\HK	POUNDS PER HOUR	SUCT	SUCTION
	DIA	DIAMETER	LBS/MIN	POUNDS PER MINUTE	SPRT	SUPPORT
	DISCH	DISCHARGE	LBS/SEC	POUNDS PER SECOND	SW	SOCKET WELD
	DP	CLEAN OUT COLUMN CONCENTRIC CONCRETE CONNECTION COUPLING CHLORIDE CARBON STEEL CANADIAN STANDARDS ASSOCIATION CUBIC FEET CUBIC INCH CENTER LINE DRAIN BOX DIRECT CURRENT DEGREE DEMINERALIZED DUCTILE IRON DIAMETER DISCHARGE DIFFERENTIAL PRESSURE DRAIN DRAWING ECCENTRIC ELECTRODEIONIZATION EXPANSION JOINT ELEVATION ELBOW ELBOLET EXHAUST EXPANSION DEGREE FAHRENHEIT FAIL CLOSED FAIL OPEN FAIL LOCKED (DRIFT CLOSED) FIELD FLO FAIL LOCKED	LEN	LENGIH	SWG	SWAGE
	DR	DRAIN	LJ	LAP JUINI	SX	SOLVENT EXTRACTION
	DWG	DRAWING	LO	LUCKED UPEN	 	SILAM TRAP
	ECC	ECCENTRIC	LUL L /D	LAIRULEI E	IAN	IANGENI
	EDI	LLECTRODEIONIZATION	L/K	LONG PADILIC	1/T	TANGENT TO TANGENT
	EJ	EXPANSION JOINT	LK I TC	LONG KADIUS	1&C	IHKLADED & COUPLED
	EL C	ELEVATION	LIU	CONNECTION	IL TEEO	TOTALLY ENDS
	FTR	FLRONET	I W	LAP WFID	ILFU	IUIALLY ENULUSED
	EUL EVII	ELBULE!	MAX	MAXIMUM	TEMP	TAN CUULLU TEMDEDATUDE
	EVD EVD	LAMAUSI EVDANCIONI	MF	MICROFII TRATION	THU	THREAD
	.E	DECREE EAURENILIEIT	MH	MANHOLE	TK	TANK
	FC	FAIL CLOSED	MI	MALLEABLE IRON	TOI	TANK THREADOLET TOP OF STEEL THREADED SMALL END TIGHT SHUT OFF TYPICAL
	FΩ	FAIL OPFN	MIN	MINIMUM OR MINUTE	TOS	TOP OF STEFI
	FI C	FAIL LOCKED (DDIET	MK	MARK	TSF	THREADED SMALL FND
	, LO	CLOSED)	MP	MEDIUM PRESSURE	TSO	TIGHT SHUT OFF
	FLD	CLOSED)	MPT	MALE PIPE THREAD	TYP	TYPICAL
	i LU	(DRIFT ODEN)	MK MP MPT MM	IIII E I E I CO	VNT	VENT
	FD	FIELD FLO FAIL LOCKED (DRIFT OPEN) FLOOR DRAIN	IM W	MEGAWALIS/ MANWAY		VENDOR FURNISHED
	FD FF	FLAT FACE OR FULL		NORMALLY CLOSED	(.)	ITEM
	ΙF	FACE OR FULL	NIP	NIPPLE	VAC	VACUUM
	F/F	FACE OF FLANGE	NO	NORMALLY OPEN	VB	VALVE BOX
	г/г FM	FACTORY MUTUAL	NPS	NOMINAL PIPE SIZE	VM	VALVE MANIFOLD
	FNSH	FINISHED	NPT	NATIONAL PIPE	VFD	VARIABLE FREQUENCY
	FL	FLOOR	NIDY (THREAD		DRIVE
	FLG	FLANGE	NRV	NON-RETURN VALVE	VI	VIBRATION ISOLATOR
	FL	FLAT	NTS	NOT TO SCALE	VIC	VICTAULIC
	FOB	FLAT ON BOTTOM	OD ORF	OUTSIDE DIAMETER	VIV	VARIABLE INLET VANE
			UKF	ORIFICE	VT VTR	VENT THROUGH ROOF
- 1					ハーレ	VENT THRUIN'H DOOL

PLANT AREA NUMBERS

AREA NO.	<u>DESCRIPTION</u>	AREA NO.	DESCRIPTION
1	N/A	2	N/A

engineering services

ES ENGINEERING SERVICES, LLC 107 SE WASHINGTON ST. SUITE 243 PORTLAND, OR 97214 WWW.ES-ONLINE.COM

C. D. We	EER	NO. 59722	F CALIFORNIA		
			REV.	STATUS:	
			DATE	.S:	
			DESCRIPTION		RELEASED FOR BID

D WASTE AUTHORITY
SET SUITE 101
CA 93901

VENT THROUGH ROOF

VTR

JOHNSON CANYON LANI

LEGEND

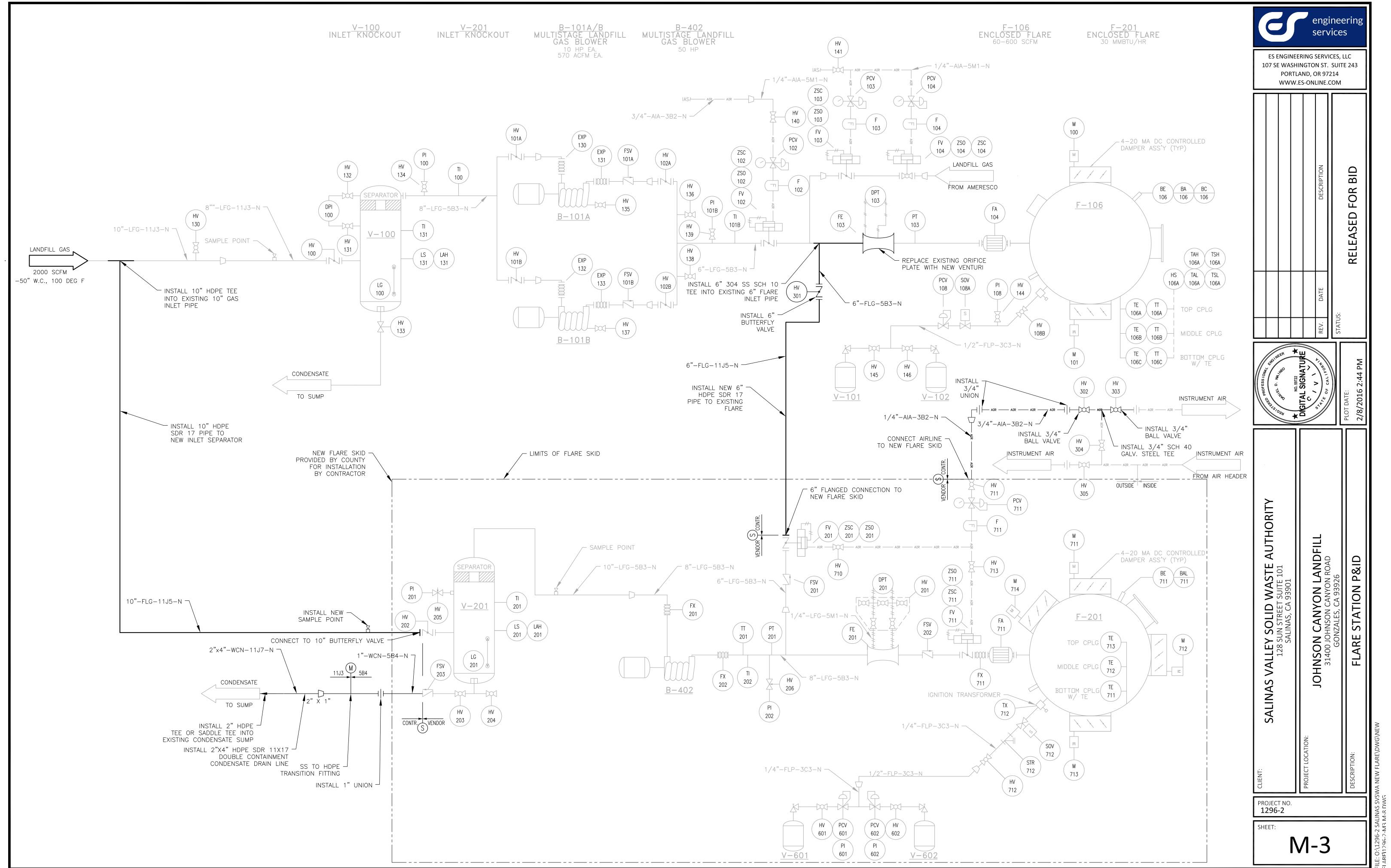
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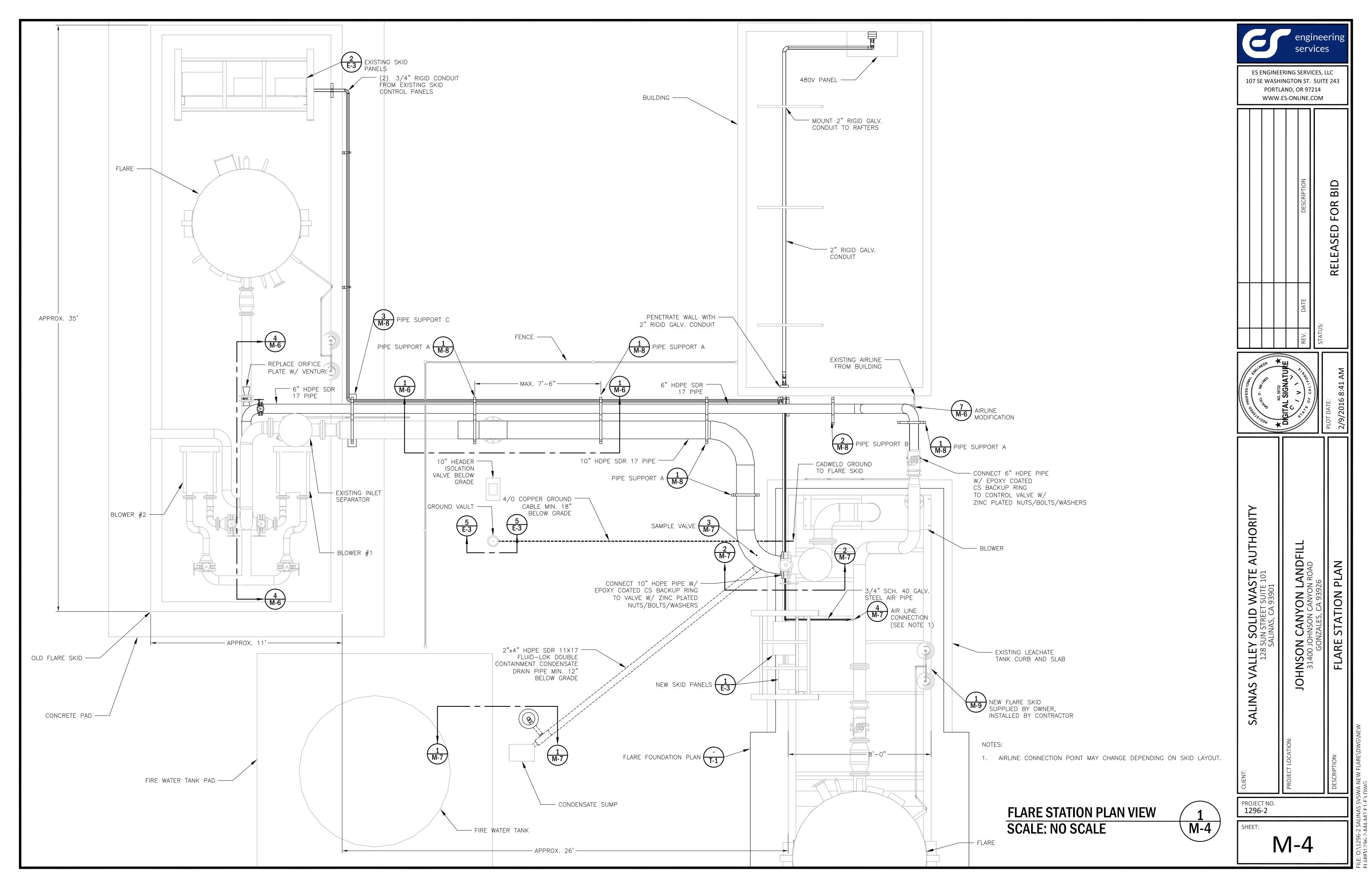
JOHNS 3140

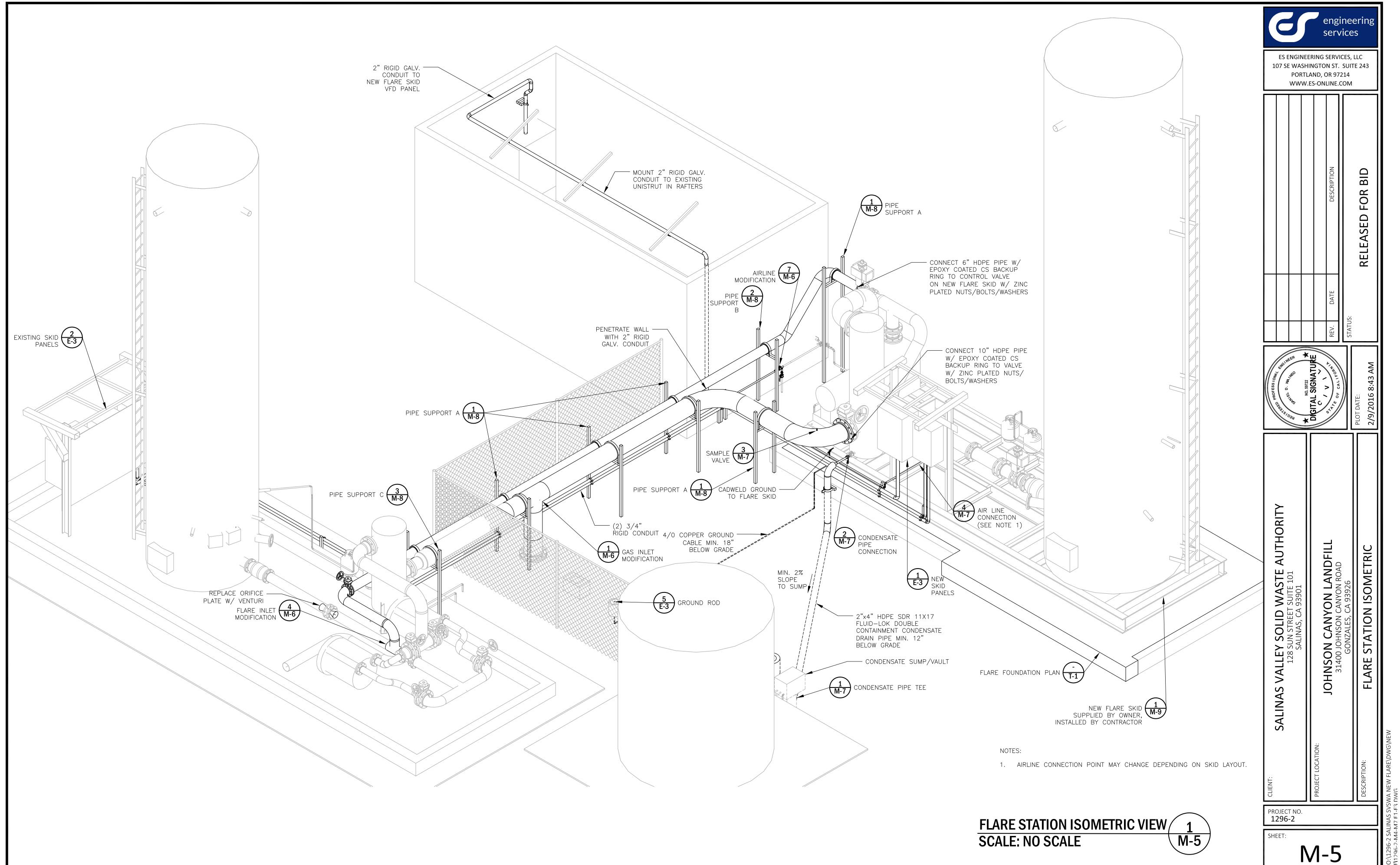
PROJECT NO. **1296-2**

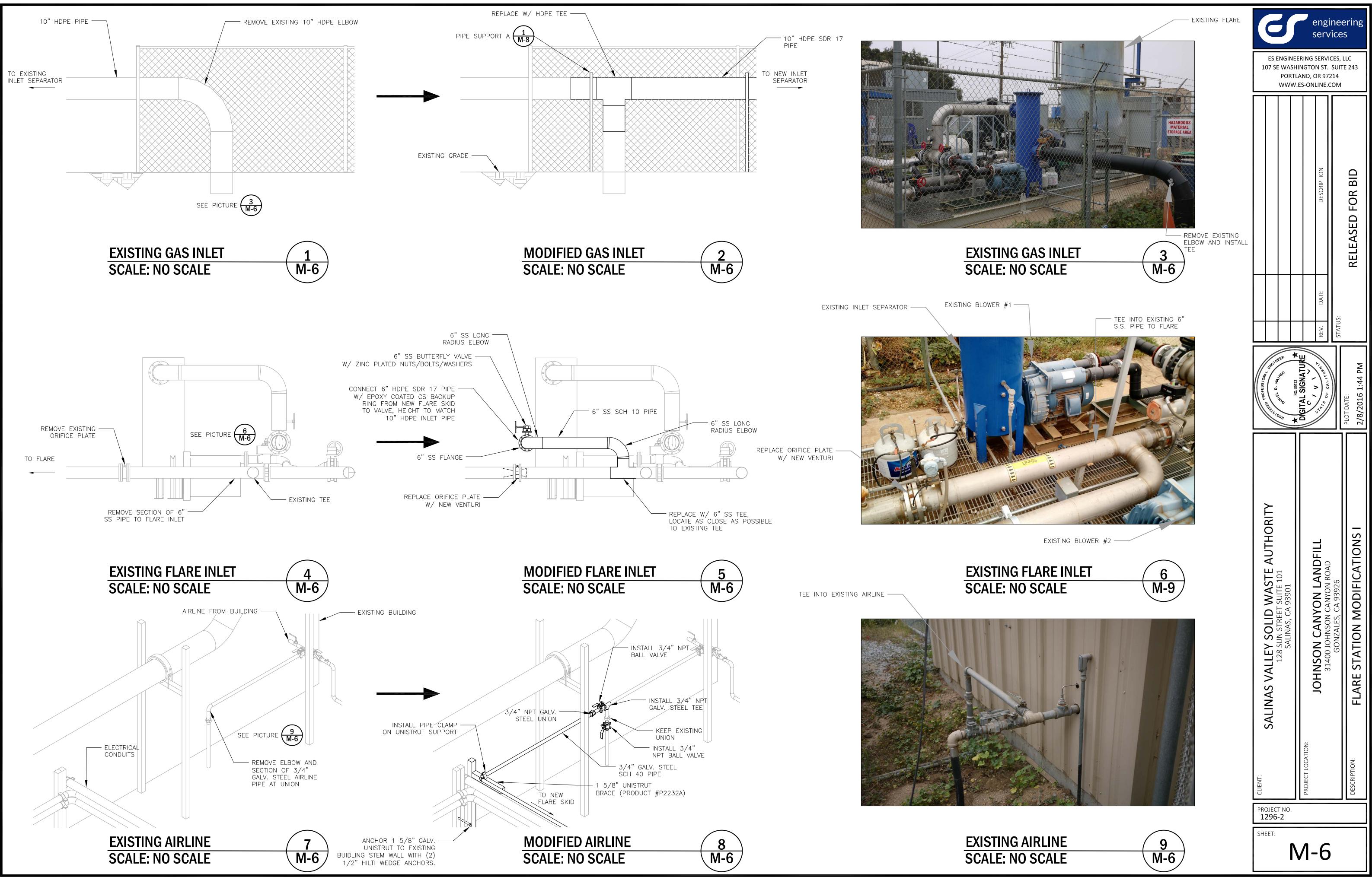
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M-2

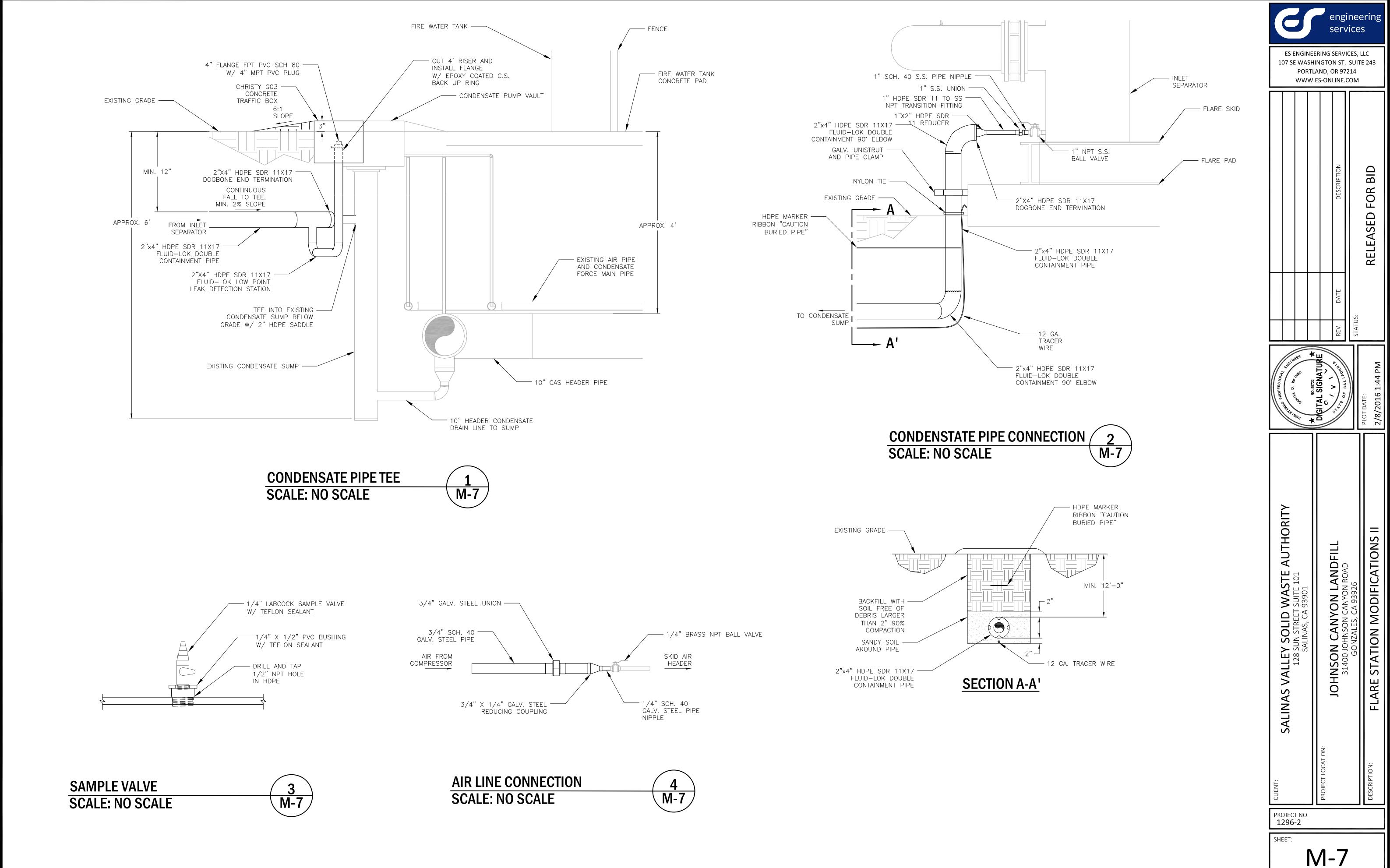




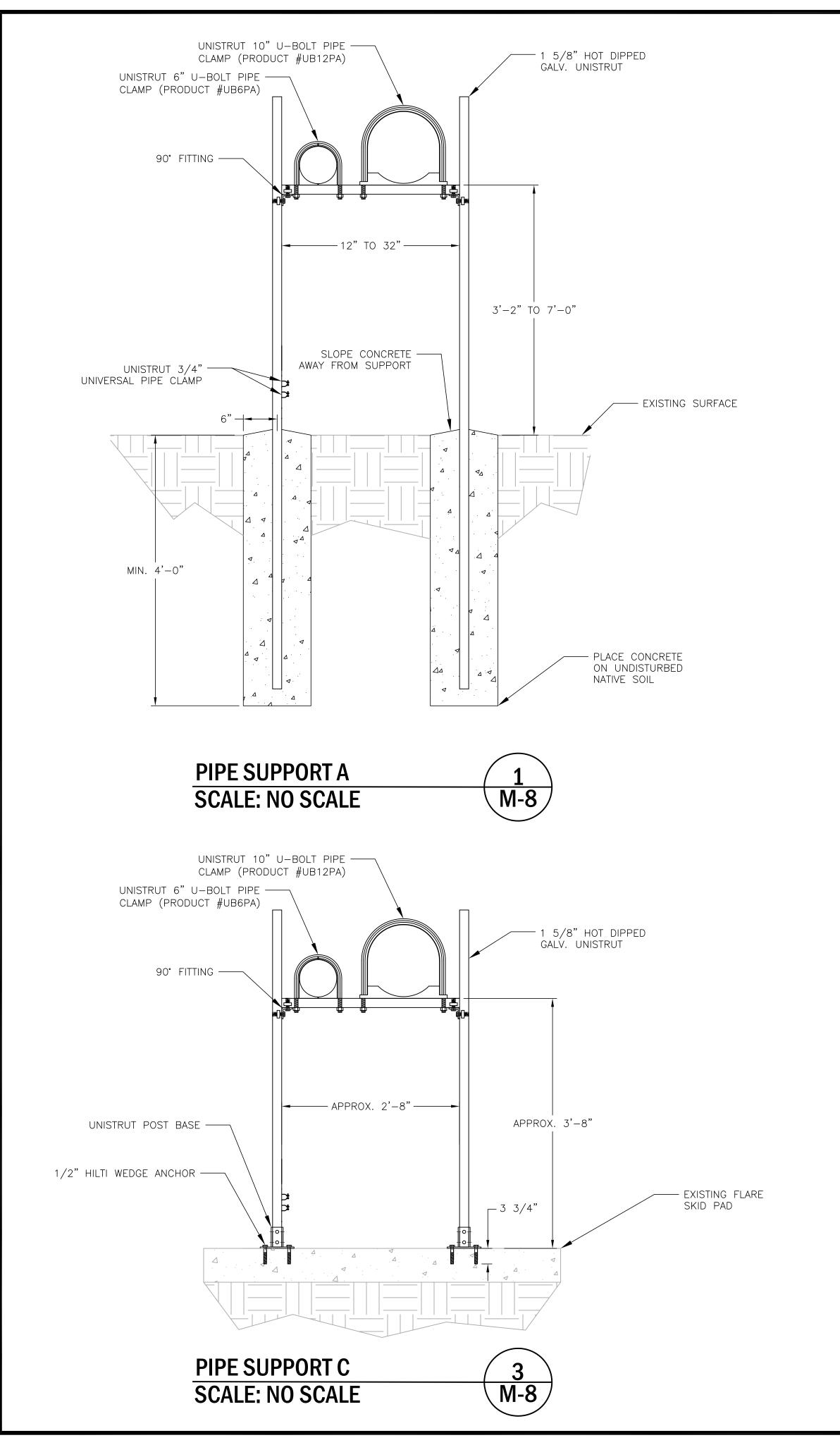


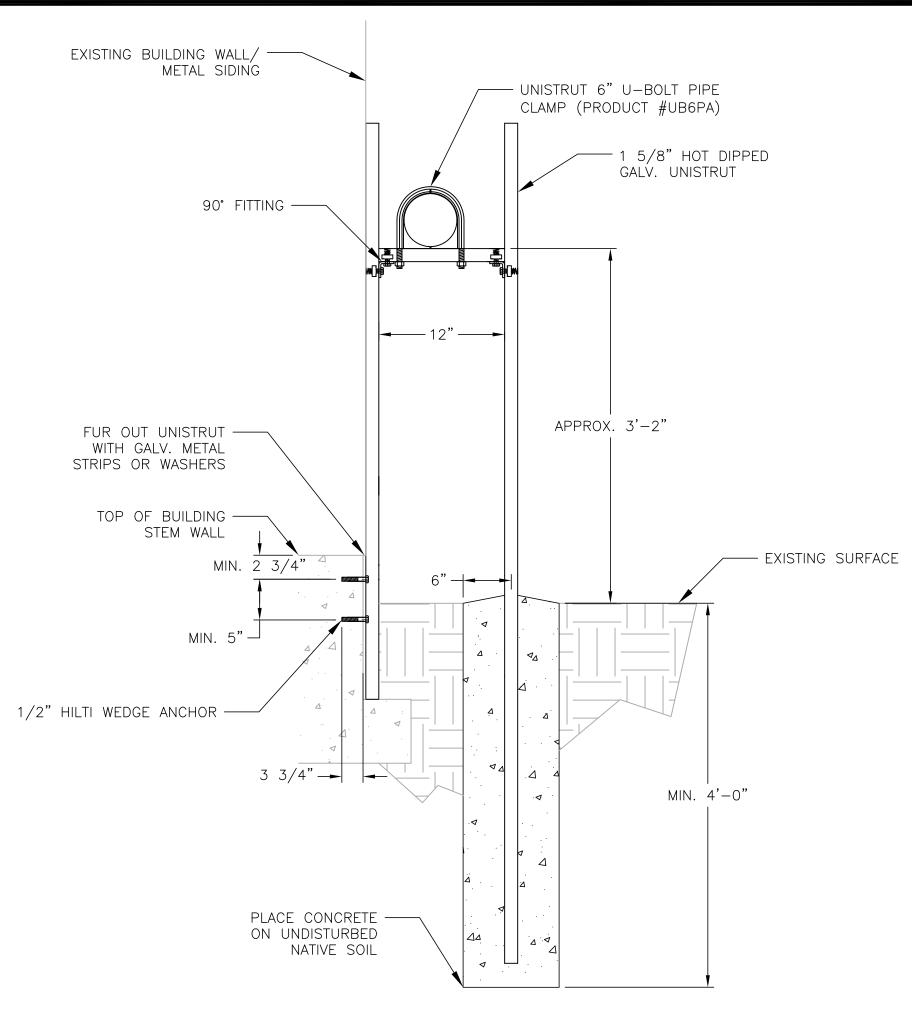


E: O:\1296-2 SALINAS SVSWA NEW FLARE\DWG\NEV



FILE: O:\1296-2 SALINAS SVSWA NEW FLARE\DWG\NEW





M-8

PIPE SUPPORT B

SCALE: NO SCALE

 $\overline{\Box}$ PIPE SUPPORTS **SON** 1400 JOH PROJECT NO. **1296-2**

services

BID

FOR

RELEASED

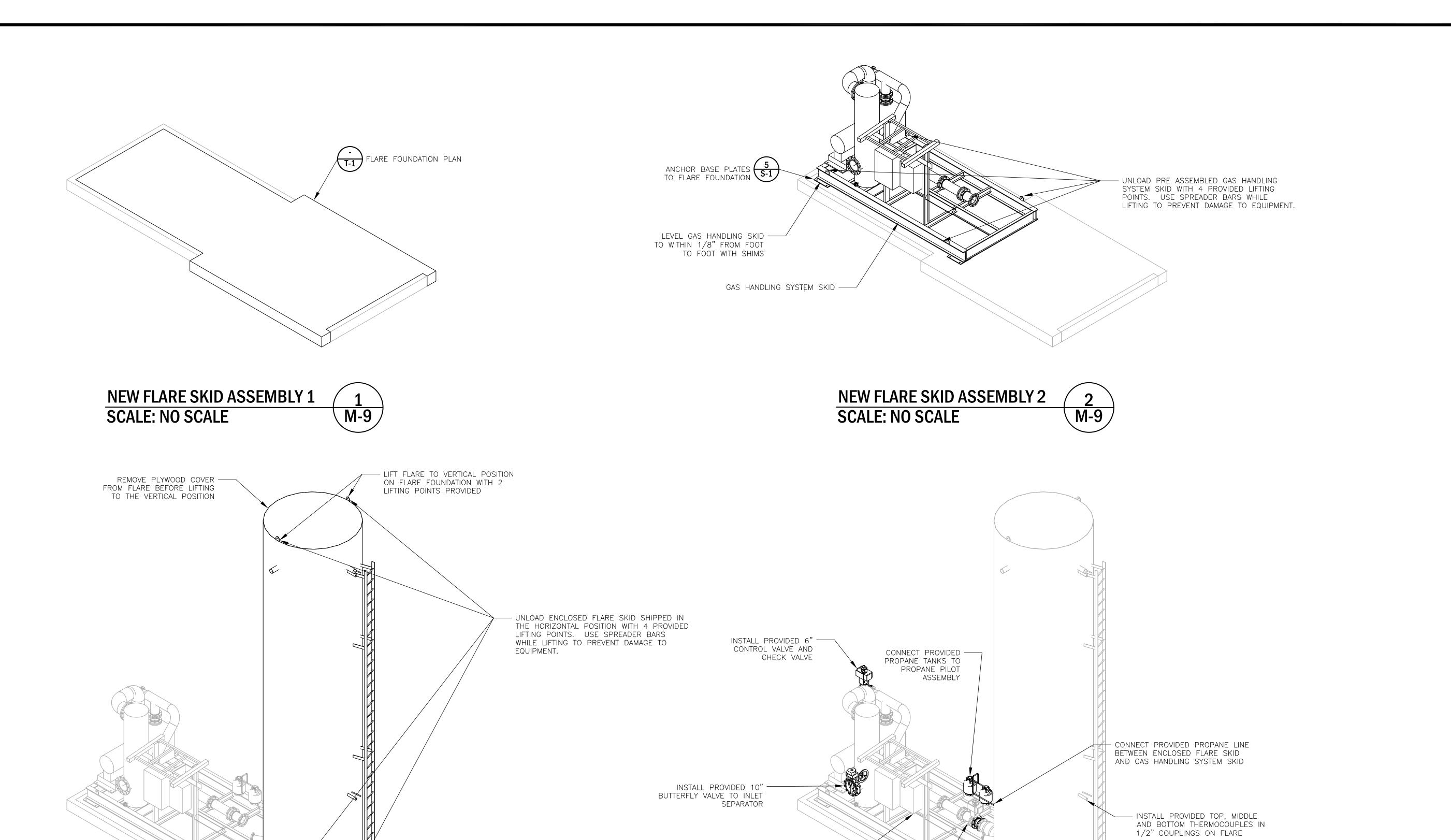
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> PORTLAND, OR 97214 WWW.ES-ONLINE.COM

NOTES:

 ALL UNISTRUT, PIPE CLAMPS, AND HARDWARE ARE TO BE HOT DIPPED GALVANIZED STEEL UNLESS OTHERWISE NOTED.

1296-2 SHEET: **M-8** ILE: O:\1296-2 SALINAS SVSWA NEW FLARE\DWG\NE I ARF\1796-2-M4-M7 F1-F3 DWG



CONNECT ALL PROVIDED ELECTRICAL CONDUITS
AND WIRING BETWEEN GAS HANDLING SYSTEM
SKID AND ENCLOSED FLARE SKID

- ENCLOSED FLARE SKID

M-9

ANCHOR BASE PLATES 5 TO FLARE FOUNDATION

LEVEL ENCLOSED FLARE SKID -TO WITHIN 1/8" FROM FOOT TO FOOT WITH SHIMS

SCALE: NO SCALE

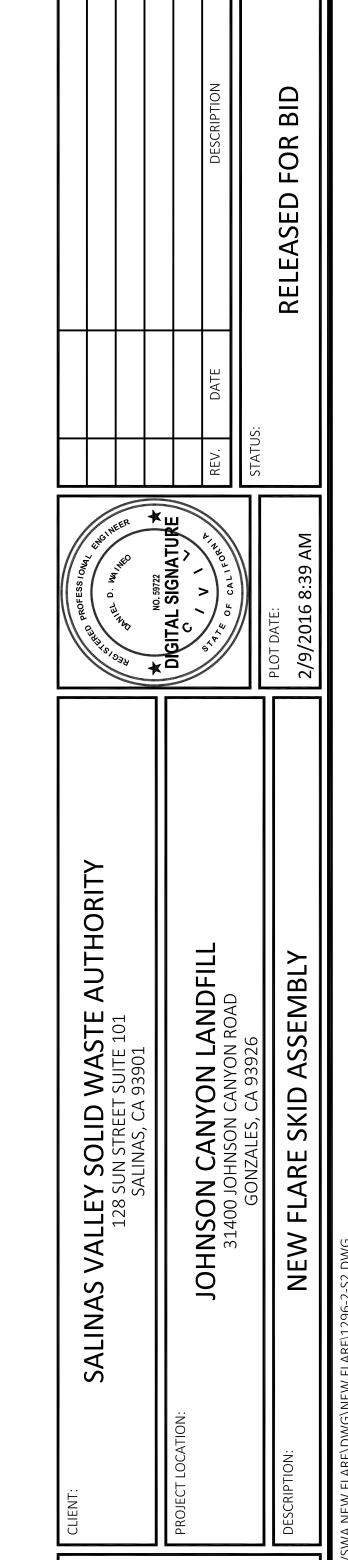
NEW FLARE SKID ASSEMBLY 3

INSTALL PROVIDED 8" -EXPANSION JOINT

NEW FLARE SKID ASSEMBLY 4

M-9

SCALE: NO SCALE



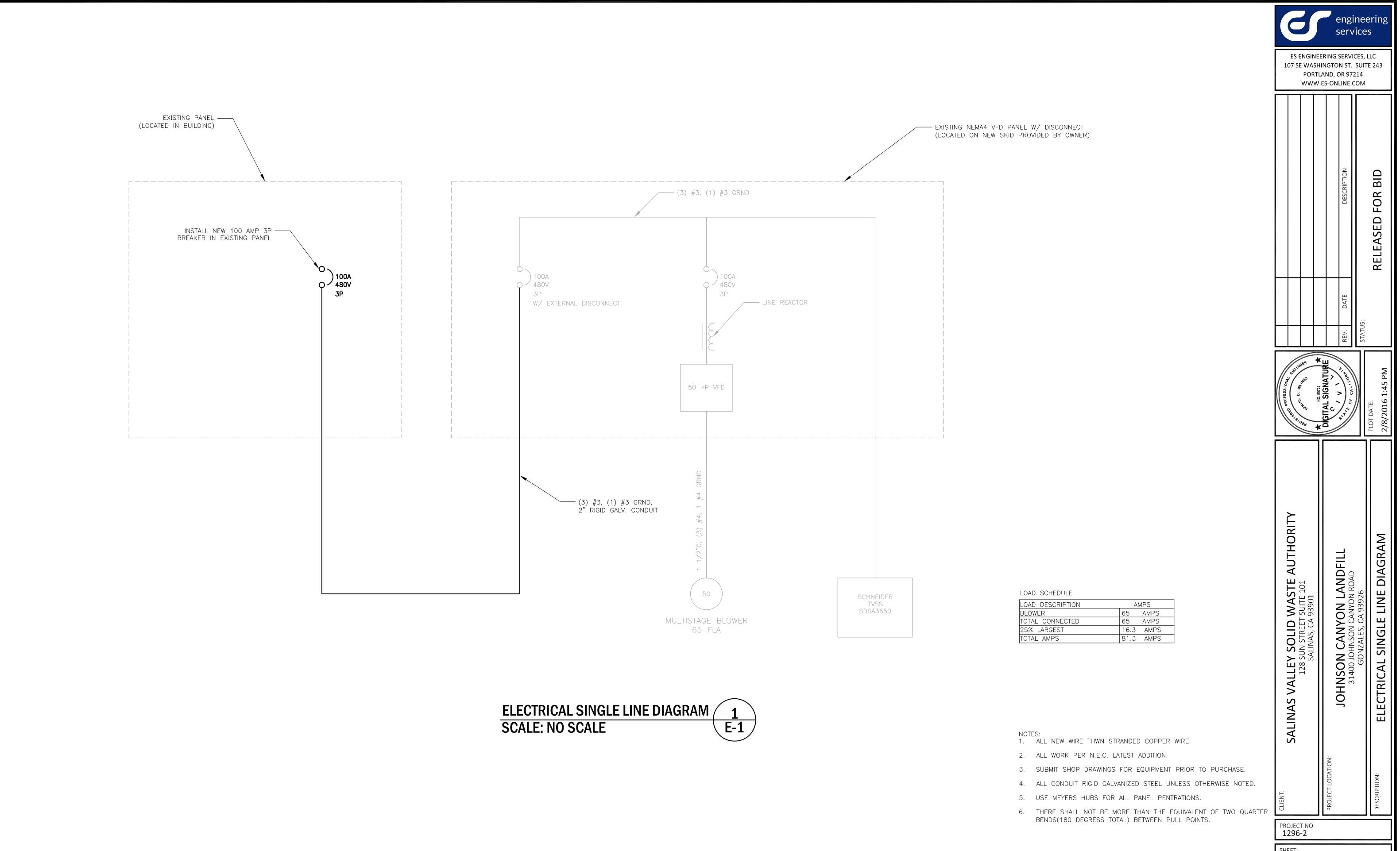
services

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PROJECT NO. **1296-2**

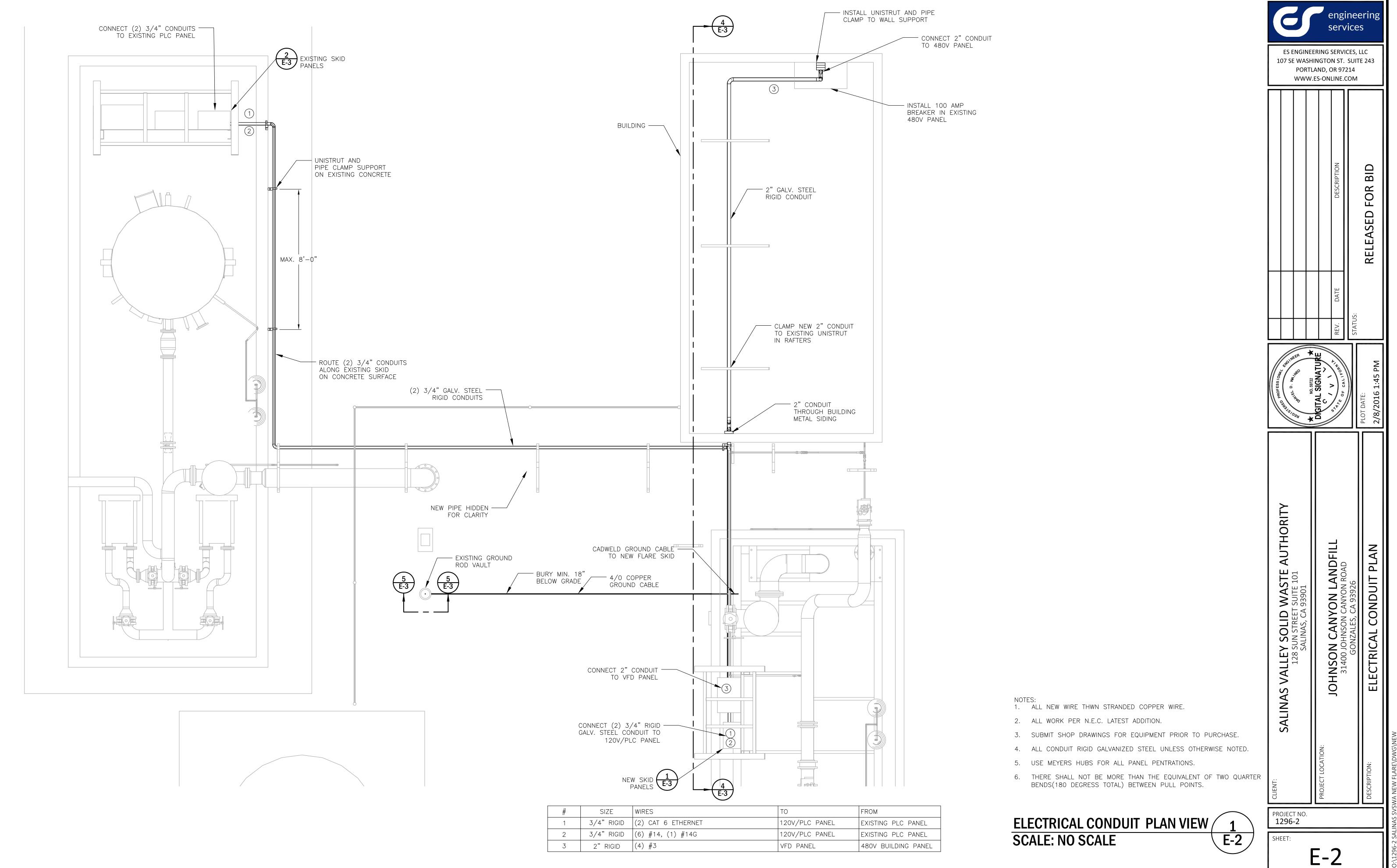
M-9

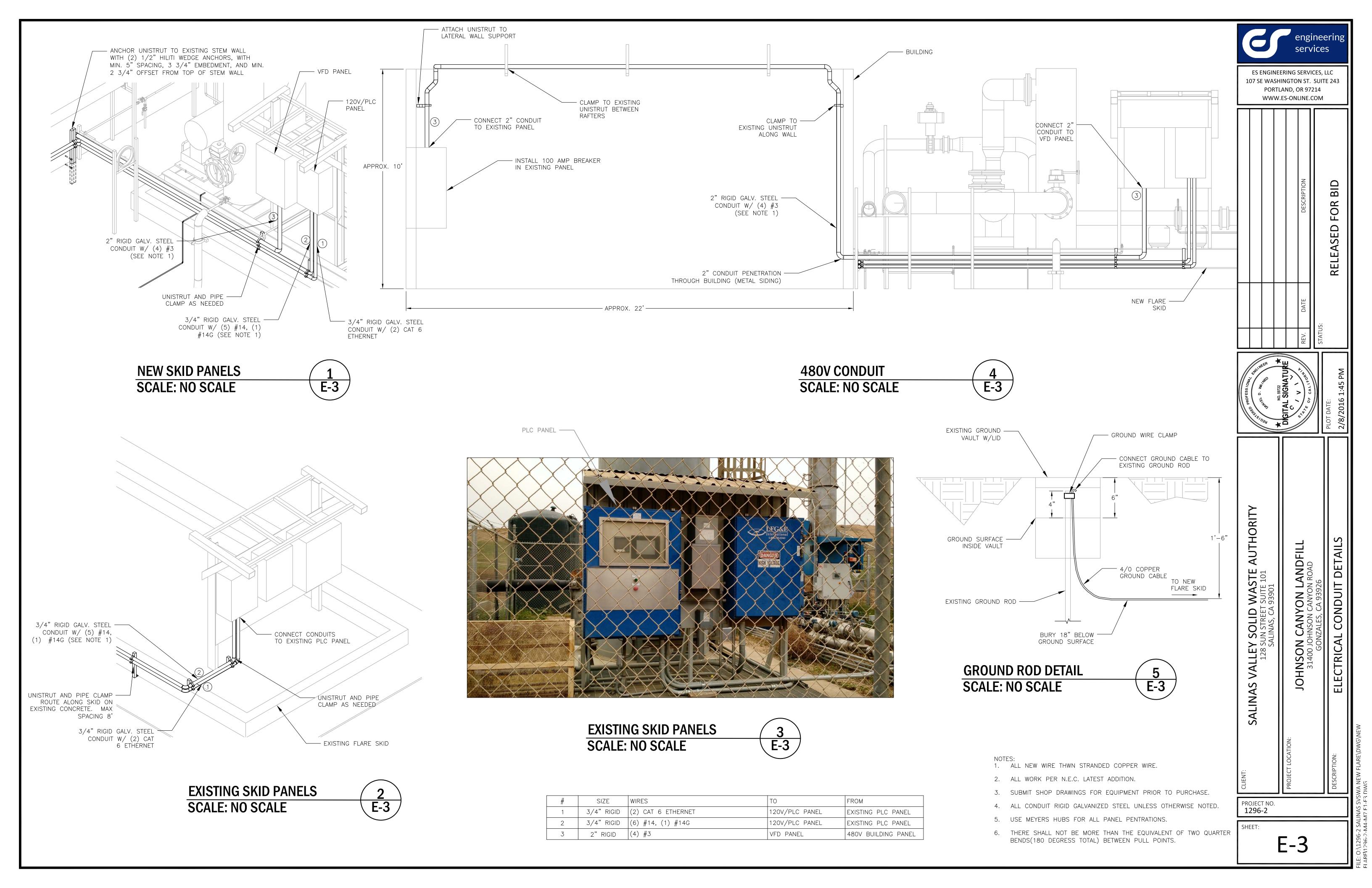
SHEET:



O:\1296-2 SALINAS SVSWA NEW FLARE\DWG\NEW E\1296-2-M4-M7 F1-F3 DWG

E-1







May 3rd, 2016

Salinas Valley Solid Waste Authority Attention: Mr. David Meza 128 Sun Street, Suite 101 Salinas, CA 93901

Subject: PROPOSAL TO PROVIDE EXPANDED CONTROL SYSTEM

Johnson Canyon Landfill Flare Station

Portland, Oregon

ES Engineering Services, LLC Proposal Number 16P-01-01

Dear Mr. Meza:

Enclosed is our proposal to expand the landfill gas flare controls at the Johnson Canyon Landfill. This proposal is valid for ninety (90) days.

All services will be provided under the direction of Mr. Dan Waineo, PE. Mr. Waineo manages the Portland Office of ES and oversees Landfill Gas projects throughout the United States.

Led by Mr. Waineo, our personnel's combined experience in landfill gas control system projects is unparalleled. ES has been involved in the development and construction of over 30 LFG energy recovery projects including high-BTU, medium-BTU, and electrical power generation projects. ES has designed control systems for hundreds of landfill gas related projects.

ES has performed many projects like the one at the Johnson Canyon Landfill. LFG&E Flare control system have been notoriously unreliable. ES has replaced the LFG&E Toshiba PLCs and related controls for LFG&E flares at these sites:

Shafter-Wasco Sanitary Landfill Arvin Sanitary Landfill McFarland Delano Sanitary Landfill China Grade Sanitary Landfill Kern Valley Sanitary Landfill Bonzi Landfill Fast Killingsworth Disposal Landfill

ES has design hundreds of other landfill gas control systems for flares, leachate and condensate treatment, and energy projects.

Background

SVSWA contracted with ES Engineering Services in 2015 to design an expansion of the Johnson Canyon Landfill Gas Flare Station. The existing flare was built by LFG&E. In 2012, the controls for the existing

flare were replaced by Frank's Industrial Services, Inc. As part of the expansion, a new 30 mmbtu/hr flare was purchased from Perennial Energy. The new flare included a skid mounted blower, separator, piping, control valves, but no controls. It is the intent of SVSWA to use the existing controls in the LFG&E flare control panel to run the new flare. The scope of this proposal includes providing new PLC cards to the existing PLC and programming the PLC, touchscreen and chart recorder to run the old flare, new flare and to integrate with the Ameresco Energy Plant.

PLC Card Expansion

There will be expansion cards required to run the new flare. The following are the addition PLC inputs and outputs required:

Digital Outputs:

- 1. Blower VFD Run
- 2. Blower VFD Reset
- 3. Propane Pilot Spark
- 4. Propane Valve SOV-712

Digital Inputs:

- 1. Valve Limit Switch ZSC-201
- 2. Valve Limit Switch ZSO-201
- 3. Valve Limit Switch ZSC-711
- 4. Valve Limit Switch ZSO-711
- 5. Separator Level Switch LS-201
- 6. UV Sensor
- 7. Blower VFD Run Signal

Analog Inputs

- 1. PT-201
- 2. TT-201
- 3. DPT-201

Thermocouple Inputs

- 1. TE-713
- 2. TE-712
- 3. TE-711

Analog Outputs

- 1. VFD Run speed
- 2. Louver Position M-711
- 3. New Flare Valve Position FV-711
- 4. Old Flare Valve Position FV-201
- 5. LFG Flow to Chart Recorder
- 6. Flare Temperature to Chart Recorder

Based on the FIS drawings there are the following spare inputs and outputs:

Digital Out: 6 spares
 Digital In: 4 spares
 Analog Input: 1 spare

4. Thermocouple Input: 0 spares5. Analog Outputs: 5 spare

Based on this we expect to need a Digital Input card, and Analog Input card, and a Thermocouple card. However, Ameresco also made changes to the PLC control system. Their changes were not well documented, so there may be additional cards required. Additionally there are only two spare slots in the PLC rack for additional cards. Therefore the PLC will need an expansion base. It may be possible to mount the expansion in the same panel, however it appears that space is fairly tight. A new panel may be required to be mounted near the existing panel. Alternatively, it will probably be better to mount the expansion base in a control panel at the new flare. The expansion may be located up to 98' away from the main PLC, and this will make wiring simpler and less expensive between the old and new flare. It may be desirable to request a change order for Perennial to install the PLC Expansion cards in the panel they are providing.

Touchscreen

The existing touchscreen is adequate for the new project. At SVSWA's option an additional touchscreen may be placed closer to the new flare if desired.

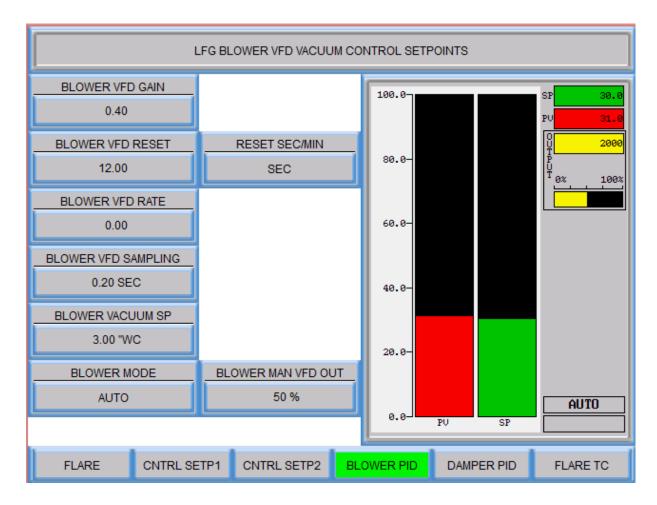
Chart Recorder

There is a 6 channel Yokagawa chart recorder at the site currently. Three channels are being used. ES expects to use an additional channel to record new flare flow and a second spare channel to record flare temperature.

Approach

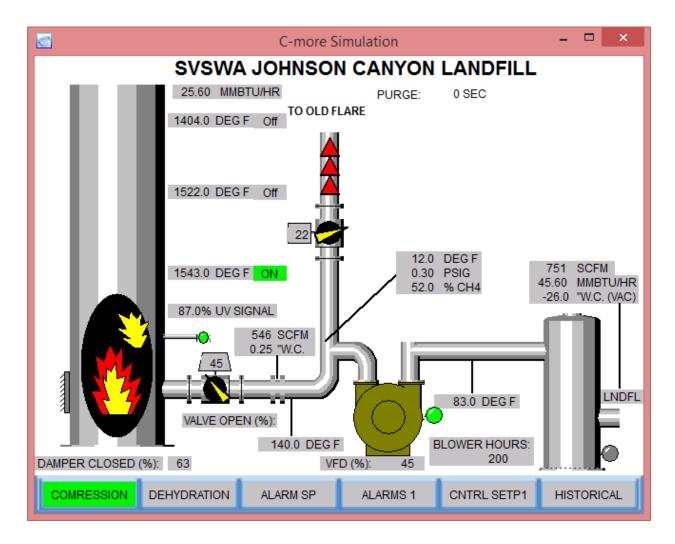
Blower Control

The system will be set up with a PID control loop (in the PLC) that will maintain a constant vacuum on the LFG Wellfield. This screen show shows the PID controller for the vacuum system:



Human Machine Interface

ES will reuse the existing HMI with a new 8" color touchscreen. Communication between the flare PLC and touchscreen will occur over an Ethernet network. The touchscreen is an Automation Direct EA7-T8C. The touchscreen will replace the functionality of the lights and switches and HMI on the front of the panel. The "START" and "RESET" switches on the front of the panel will be reused. The following screen shot shows the proposed "FLARE" screen.



Flare Temperature Control

The thermocouple extension will be wired directly from the flare to the PLC. Temperature controller will be completed using a PID loop in the PLC which will send an output signal to the louver motors.

Alarms

ES will provide alarm screens and alarm setpoint screens. An alarm history screen will show the data and time older alarms occurred.

Historical Data

ES will program the PLC to record monthly and daily historical flare totals. This will enable SVSWA personnel to track flare performance overtime.

Timed Operation

ES will program the PLC so that the flare will automatically turn off and on, specific days of the week and hours of the day (chosen by the operator). This will allow the flare to operate if the amount of landfill gas generated is less than required for full time operation.

Auto Restart

The flare will (optionally) be set to automatically restart if there is a low temperature condition or flame failure.

SVSWA SCADA compatibility

There is an existing Ethernet card for the PLC. This will enable (if desired) for the PLC to be connect to the SVSWA SCADA system. Addresses can be polled over Modbus/TCP or over the Automation Direct ECOM protocol.

Wiring

All wiring will be per the latest edition of the NEC. Control wires will be THWN #14. Signal wires will be #18 Belden twisted pair shield. The shield will be grounded in the PLC Panel. Thermocouple extension wire will by PVC coated Type K.

Drawings

ES will prepare wiring diagrams in AutoCAD for the project. ES will prepare a single line 480V drawing, and three control wiring drawings. All drawing will be submitted on 11X17 paper and by PDF.

Operation and Maintenance Manual

ES will prepare an operation and maintenance manual for the project. The manual will include the drawings and instructions for operating the flare touchscreen and controls. The manual will include touchscreen screenshots to make it easy for the operator to understand.

Compatibility with Future Projects

Extra digital and analog inputs and outputs will be provided to make it easy to expand the system if SVSWA desires.

New Parts Provided

ES will install and program the following new equipment:

1 Each	Automation Direct D2-06B-1 Expansion Base
1 Each	Automation Direct D2-CM Expansion Controller Module
2 Each	Automation Direct D2-EM Expansion Module
1 Each	Automation Direct D2-016NA 16 point AC Input Card
1 Each	Automation Direct D2-12TA 12 point AC Output card
1 Each	Automation Direct F2-08AD-1 8 Channel Current Analog Input
1 Each	Automation Direct F2-08DA-1 8 Channel Current Analog Output
1 Each	Automation Direct F2-04THM Thermocouple Card
1 Each	24 VDC Power Supply

Cost and Budget

Because the project scope is a little uncertain, ES would propose that the contract is structured as Time and Materials plus expenses. We expect the costs to be as follows:

1. Project Set-up/Initial Meetings/Drawings/Ordering

\$7,970

2. Onsite Wiring, PLC Expansion Install and Programming

\$16,069

3. Operation and Maintenance Manual and Record Drawings

\$5,665

Total: = \$29,704.12

We look forward to working with you on this important project. Please feel free to call the undersigned at (503) 234-7984 if you have any questions or would like to discuss this proposal in greater detail.

ES ENGINEERING SERVICES, LLC

Dan Waineo, PE Senior Vice President

DW/ds

Attachments: Staffing Experience References

1.0 STAFFING/PROJECT MANAGER DESIGNATION

PROJECT MANAGER - DANIEL WAINEO, PE

The project manager for this project will be Mr. Daniel Waineo. Mr. Waineo is a degreed Civil Engineer with an emphasis in environmental engineering and water resources with 19 years of experience addressing landfill gas and many issues associated with the control of methane gas and the conversion of landfill gas to energy. His responsibilities include managing projects, engineering, control system design, performing field monitoring and well field balancing, flare station design, operations and maintenance, troubleshooting, repairs, systems engineering, CQA, construction oversight and systems evaluations. Mr. Waineo's comprehensive experience includes designing LFG systems, constructing them, performing start-up, preparing O&M manuals, and training others to operate them. This unique opportunity to work on projects from inception through completion, including long-term O&M, has given him a unique perspective and insight on projects. He is currently involved in the design and operation of landfill extraction systems at dozens of landfills including Kern County. Additionally he is an instructor for SWANA's Landfill Gas course.

Mr. Waineo has worked extensively on Landfill Gas to Energy Projects. An abbreviated list of his most recent projects is as follows:

Kern County (BENA): IC Engine Ashville North Carolina: IC Engine Greenville South Carolina: IC Engine
Mountain View, CA: MicroturbineCowlitz PUD, WA: LFGtoE Evaluation
Klickitat PUD, WA LFG Treatment, Turbine
Onslow PP, NC – IC Engine
Central Kentucky Landfill –IC Engine

Blueridge (Texas): Compressor/pipeline
Hendersonville, North Carolina: Boiler
Napa California: IC Engine
Bayview Landfill, Utah: LFGtoE Evaluation
Wewoka, OK: Brick plant modification
Alcoa BiCounty, Tenn: IC Engine
Cold Canyon LF, CA – IC Engine and Pipeline

PRINCIPAL ENGINEER - RICHARD PROSSER, PE

Mr. Prosser, is a registered mechanical engineer with 38 years of engineering experience and 31 years of landfill gas (LFG) engineering experience. He has been an integral part of the LFG industry since its earliest days in the 1970's. He has a process design background that is unparalleled in the industry. Mr. Prosser has participated in the design, installation, operations, and/or troubleshooting of hundreds of LFG collection systems or flares across the United States and abroad.

MECHANICAL ENGINEER – AARON PARKER, PE

Mr. Parker is a registered mechanical engineer and has been with ES for 5-1/2 years. His experience includes design and startup of LFG collection system, flare stations, LFG to energy systems, and PLC programming. He has designed PLC control systems for new equipment as well as replacement of existing controls. Mr. Parker replaced the Toshiba PLC controls on an LFG&E flare system, similar to the one at KFD, at the Bonzi, Landfill in Modesto, CA.

2.0 EXPERIENCE

Daniel Waineo has had 20 years of experience of landfill design and operation, and flare control design. ES has had 23 years of experience in landfill design and operation and flare control design. Mr. Prosser (founder) has had over 30 years of experience in landfill design and operation and flare control design. The following is a list of successful flare control projects designed, programmed and installed by Daniel Waineo:

Mountain View Flare Station, Mountain View, CA Cold Canyon Flare Station Controls, San Luis Obispo, CA Wenatchee Landfill Flare Station, Wenatchee, CA Hillsboro Landfill Flare Station, Hillsboro, OR Capital Disposal Flare Station, Juneau, AK Coastal Landfill, Ventura, CA KPUD Waste Gas Flare, Klickitat, WA Shafter-Wasco Sanitary Landfill, Shafter, CA Ridgecrest Sanitary Landfill, Ridgecrest, CA Tehachapi Sanitary Landfill, Tehachapi, CA Bena Sanitary Landfill, Bakersfield, CA Arvin Sanitary Landfill, Arvin, CA China Grade Sanitary Landfill, Bakersfield, CA Kern Valley Sanitary Landfill, Kern Valley, CA Old Bakersfield Landfill, Bakersfield, CA Alcoa Landfill, Alcoa, TN BiCounty Landfill, BiCounty, TN Sooner Landfill, Wewoka, OK Bonzi Landfill, Modesto, CA Onslow Landfill, NC Greenville Landfill, Greenville, NC Black Oak Landfill, Springfield, MO Clover Flat Landfill, Napa Valley, CA Central Missouri Landfill, MO Oak Grove Landfill, Arcadia, KS Killingsworth Fast Disposal, Portland, OR

1. Kern County Waste Management Department

Contact: Kern County Waste Management, Tim Reed, (661) 862-8855

ES Personnel: Dan Waineo, Richard Prosser

Daniel Waineo designed replacement flare control systems for five Toshiba PLC based LFG&E flares. The projects were Arvin Sanitary Landfill, McFarland-Delano Sanitary Landfill, Shafter-Wasco Sanitary Landfill, Kern Valley Sanitary Landfill, and the China Grade Sanitary Landfill. The work consisted of panel design, PLC wiring, PLC programming, Touchscreen programming, SCADA programming, and Operation and Maintenance manual preparation. Daniel Waineo has also designed control systems and programmed other sites including Tehachapi Sanitary Landfill, Ridgecrest Sanitary landfill, and four separated PLC control system for the Bena Sanitary Landfill. Daniel also designed the County Wide SCADA system.

2. Multiple Flares and Power Generation Plants

Contact: Enerdyne Power Systems, Mr. Bill Brinker 704-363-9664

ES Personnel: Dan Waineo, Richard Prosser, Aaron Parker

Highlighted Capability: Power Plant Engineering and LFG Flaring and Treatment

Major Issues:

- Power Plant Engineering
- Construction Assistance
- Siloxane Removal
- Control System Design
- SCADA System Engineering
- Carbon Credit Verification

ES has designed and programmed at least 15 control systems for landfill gas projects for Enerdyne. All of these projects have a flare component.

3. City of Mountain View Landfill

Contact: Nirmal Sajjan (650) 903-6284

ES Personnel: Daniel Waineo, Richard Prosser, Aaron Parker

The City of Mountain View Landfill encompasses over 1000 acres. The landfill is home of the Shoreline Regional Park. This showcase project includes the Shoreline Amphitheater, an 18-hole golf course with clubhouse/restaurant, and park.

Services Provided

ES Engineering Services, LLC (ES) has performed most of the landfill gas (LFG) engineering work that has been done at the site including the flare station design, original and upgraded gas collection system design in the Front nine area of the golf course, and engineering the gas protection system for Michael's Restaurant which has a multi-level methane protection system that includes landfill gas extraction, parking lot and building subsurface ventilation, and LEL monitors.

ES designed and implemented the control system for the Mountain View flare station. The control system is designed to operate three enclosed ground flares, a microturbine facility and a pipeline to an IC Engine Facility. Currently ES is involved with reprogramming the facility and installing three

replacement flares. The current flares have reached their end of life (30 years), and are now oversized for the facility.

4. Klickitat PUD LFG Turbine Power Plant at the Roosevelt Landfill, WA

Contact: Kevin Ricks (509) 773-7430

ES Personnel: Daniel Waineo, Richard Prosser, Aaron Parker

The KPUD LFG Turbine Power Plant takes all of the Landfill Gas from the Roosevelt Landfill (currently about 6500 SCFM) and compresses, treats and fires the gas in two Solar Turbines. The cogeneration facility also runs a condensing steam turbine using the waste heat from the two solar turbines.

Services Provided

ES Engineering Services, LLC (ES) has performed extensive engineering and construction activities over the last four years. The work includes:

- Designing and programming a control system for the waste gas flare
- Designing and starting up an iron chelate sulfur removal system including PLC programming, and HMI programming
- Designing and starting up a LFG dehydration system including PLC programming.
- Designing and starting up a new oil cooler for the first stage compressors including PLC programming.
- Designing and starting up a steam economizer for the steam turbine including PLC programming
- PLC programming changes for the LFG Turbine
- Designing a installing a new pressure balanced bellows and new steam turbine support system including grout and anchor bolts

Salinas Valley Solid Waste Authority - Johnson Canyon Landfill Landfill Gas Control Expansion ES Engineering Services Proposal 16P-01-01

	Principal	Senior Registered	Senior			Support	Subcont	Reimburs- able	
TASK ITEMS	(1)	Prof	Prof.	Staff Prof	Designer		ract	expenses	Total Cost
Hourly Billing Rate (2016)	\$ 205.00	\$ 180.00	\$155.00	\$ 105.00	\$ 85.00	\$65	1.15	1.15	
A. Project Setup									
Task 1-Initial Phone Meeting	4		4						\$1,440
Task 2-Preliminary Drawings	6		16	8					\$4,550
Task 3-Parts Ordering	2		2	12					\$1,980
TOTAL	12	0	22	20	0	0	0	0	\$7,970
B. Wiring and Programming									
Task 1-Onsite Wiring and Programming	36	0	0	36				\$ 4,268.80	\$16,069
TOTAL	. 36	0	0	36	0	0	0	4268.8	\$16,069
C. Operations and Maintenance Manual									
Task 1-O&M Manual and Record drawings	10	0	0	16	16			500	\$5,665
TOTAL	. 10	0	0	16	16	0	0	500	\$5,665
TOTAL	. 58	0	22	72	16	0	0	4768.8	\$ 29,704.12

Parts	\$1,968.80
Air Travel	\$ 600.00
Hotel	\$ 900.00
Per Diem	\$ 600.00
Rental Car	\$ 200.00
	\$4,268.80

Date: May 19, 2016

From: Brian Kennedy, Engineering and Environmental

Compliance Manager

Title: Accept Bid Results for the Johnson Canyon

Landfill Concrete Pad Modification and

Installation Project

RECOMMENDATION

Staff recommends that the Board accept this report.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support SVR's Goal to Reduce Costs and Improve Services at SVR Facilities.

FISCAL IMPACT

Funding for this project is included in the approved FY 2015-2016 Capital Improvement Project (CIP) 9502 budget.

DISCUSSION & ANALYSIS

The construction bids for the Johnson Canyon Landfill Concrete Pad Modification and Installation Project were opened with two companies bidding the project: EVCON and Golz Construction. Golz Construction submitted the lowest bid in the amount of \$21,300.

BACKGROUND

Per Authority Code Section 3.02.010(a), a public works project under \$50,000 may be entered into by the Chief Administrative Officer and the results of the bidding shall be reported to the Authority Board.

ATTACHMENT(S)

None

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel



Report to the Board of Directors

Date: May 19, 2016

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Awarding the Purchase of A New

2017 Walking Floor Transfer Trailer to Western

Trailers for an Amount of \$87,800.00

ITEM NO. 12

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends adoption of the resolution awarding the purchase of one (1) New Transfer Trailer for the Jolon Road Transfer Station to Western Trailers, the lowest responsible bidder, for an amount of \$87,800.

STRATEGIC PLAN RELATIONSHIP

The purchase of the new transfer trailer supports Goal E: Reduce Costs and Improve Services at SVR Facilities. The new trailer will be used to transfer waste from the Jolon Road Transfer Station, which is scheduled to be operated by SVR staff on September 1, 2016.

FISCAL IMPACT

Funding for this purchase is included in the 2015-2016 Fiscal Year Budget. There is currently \$600,000 within Capital Improvement Project (CIP) 9602 for the purchase of the required equipment for the Jolon Road Transfer Station operations. The existing budgeted amount is sufficient to cover the purchase of the proposed transfer trailer.

DISCUSSION & ANALYSIS

On April 21, 2016 the Board of Directors authorized staff to assume the operations of the Jolon Road Transfer Station at the end of the existing agreement with Waste Management. Staff will assume the operations of the Jolon Road Transfer Station on September 1, 2016. In order to ensure that all equipment is procured on a timely basis, the board authorized the funding of the Jolon Road Equipment Purchase CIP. The purchase of a new transfer trailer will allow staff to efficiently transfer waste and recyclables from the Jolon Road Transfer Station to the Johnson Canyon Landfill.

On April 30, 2016, staff solicited Request for Bids for the purchase of a transfer trailer. Bids were due May 9, 2016.

Below are the Bid results:

Dealer	Trailer Cost	Sidewinder Tarp	Upgrade to Keith Floors	Total Bid Cost
Travis Trailers	\$80,175.00	\$6,657.00	\$2,182.50	\$89,014.50
Western Trailer	\$78,647.00	\$7,352.00	\$1,801.00	\$87,800.00

Staff requests that the Board award the purchase contract of One (1) New 2017 transfer trailer to the lowest responsible bidder, Western Trailer at a cost of \$87,800.

BACKGROUND

On January 21, 2016, staff presented options for the operation of the Jolon Road Transfer Station to the Board. The presentation included the cost for the Authority to operate the facility. After some discussion, the Board of Directors instructed staff to request a cost proposal from the existing operator Waste Management. Waste Management did not submit a written proposal for the operation of the Jolon Road Transfer Station, but did verbally inform the SVR they would be willing to hold the existing annual rate of \$722,798 with future annual CPI adjustments. On April 21, 2016 the Board authorized staff to assume the operations of the Jolon Road Transfer Station on September 1, 2016.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Western Trailers Proposal

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE WALKING FLOOR TRANSFER TRAILER TO WESTERN TRAILERS FOR AN AMOUNT OF \$87,800

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a Walking Floor Transfer Trailer for the Jolon Road Transfer Station from the lowest responsible bidder, Western Trailers, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th day of May 2016, by the following vote:

Flia 7avala (Clerk of the Board		
ATTEST:		Jyl Lutes, President	
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		



P O Box 2159 128 Sun Street, Suite 101 Salinas, CA 93902-2159 831-775-3000 831-755-1322-fax www.svswa.org

SALINAS VALLEY SOLID WASTE AUTHORITY

REOUEST FOR BIDS

For

NEW 2016 WALKING FLOOR REFUSE TRAILER

April 29, 2016

GENERAL INFORMATION

Introduction

The Salinas Valley Solid Waste Authority (Authority) seeks to purchase a New 2016 walking floor refuse trailer.

Bid Submittal

Bids must be received by 2:00 PM May 9, 2016 at the following address:

Salinas Valley Solid Waste Authority Attn: Elia Zavala, Clerk of the Board

By Mail: P.O. Box 2159, Salinas, CA 93902-2159

By Delivery: 128 Sun Street, Suite 101, Salinas, CA 93901

Bids received after this deadline will be returned unopened. The Authority Clerk or his/her designee will determine if submittal time has expired by accessing www.times.gov for the official time. At such time bids will be publicly opened in the conference room of the Salinas Valley Solid Waste Authority at 128 Sun Street Ste. 101, Salinas, California. It is the bidder's responsibility to ensure that said bid is received by the Authority Clerk, at the Authority Clerk's Office, prior to the aforementioned designated date and time.

Bids submitted shall contain three copies and any accompanying documents shall be submitted in a sealed envelope with 2-inch size words "Walking Floor Refuse Trailer" clearly marked on the lower right hand corner of the envelope.

Schedule for Selection Process

Issue RFB	April 29, 2016
Written Comments Due	May 4, 2016
Bids Due	May 9, 2016
Purchased Order Issued (tentative)	May 23, 2016

Questions Regarding This Project

Questions regarding this project must be submitted in writing by May 4, 2016 at 5:00 p.m. The Authority reserves the right to disregard questions raised after that time. Questions should be sent to:

Salinas Valley Solid Waste Authority Attn: Cesar Zuniga, Operations Manager

Email: <u>bids@svswa.org</u> Fax (831) 755-1322

P.O. Box 2159, Salinas, CA 93902-2159

Copies of questions, and written responses, will be e-mailed to all those receiving RFBs around May 5, 2016.

Bids Evaluation Criteria

In addition to the total bid price, other factors including prior performance, maintenance costs, warranty provisions, trailer weight, and delivery time may be considered.

Reservations

SVSWA reserves the right to do the following at any time, for its own convenience, and at its sole discretion:

- To reject any and all responses, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the RFB or any subsequent negotiation process.
- Terminate this RFB and issue a new RFB anytime thereafter.
- Procure any materials or services specified in the RFB by other means.
- Extend any or all deadlines specified in the RFB, including deadlines for accepting bids by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFB.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of
 collusion that is disclosed by the response or other data available to SVSWA. Such
 disqualification is at the sole discretion of SVSWA.
- Reject any Respondent that is in breach of or in default under any other agreement with SVSWA.
- Reject any Respondent deemed by SVSWA to be non-responsive, unreliable, unqualified or non-responsible.

Notification of Withdrawals of Responses to RFBs

Responses may be modified or withdrawn prior to the date and time specified for RFB submission by an authorized representative of the respondent or by formal written notice. All responses not withdrawn prior to the response due date will become the property of SVSWA.

Interpretation

Should any discrepancies or omissions be found in the RFB specifications/ requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The SVSWA will send written instructions or addenda to all participants in this RFB process. SVSWA shall not be held responsible for oral interpretations. Questions must be received by 5:00 p.m. on May 5 2016. All addenda issued shall be incorporated into the Contract.

Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

Requirements of Bidder

The Bidder shall be required to:

- I. Bear all costs of bid preparation.
- 2. Accept the terms and conditions of the Authority's Agreement.
- 3. Be licensed with the State of California as required for this project.
- 4. Be knowledgeable of applicable California, federal laws, regulations and local ordinances.

Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope. Reference sealed envelope within the body of the response.

Brand Names, Model Designations and Descriptions

Technical equipment specifications contained in this RFB have been provided by using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this RFB are solely for prospective vendor's reference, and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and are intended as a guide to prospective offerors. Offers on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the technical approval of SVSWA requesting department(s) and conform to conditions of this RFB concerning exceptions, variances and/or deviations.

SVSWA BID PRODUCT AGREEMENT

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Bids at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of SVSWA's Request for Bids.

1.	One (1) New 2016 W	alking Floor Refuse Trailer specification compliant ready for operation Trailer
	Unit Price	s_72,343
	9.125% Sales Tax	s <u>6434</u>
	Fotal	5 78,647
	Optional Items:	
	Sidewinder Auto Tai	7353
	Cost difference to in	stall Kenth Walking Floor instead of Hallco S 1801 INC IN PROCE

2. Brand and Model offered, delivered F.O.B. Sun Street Transfer Station at 139 Sun Street, Salinas, CA
93901: WESTERU TRAILER REFUSE LIVE FLOCK WEDGE 48'

(2017 YEAR MODEL)

2016 Walking Floor Refuse Trailer Specifications

- 1. Trailer shall be a high cube, open top, top loading with strong top rails made from extruded, two piece 6060-T6, heat treated aluminum. Top rails shall be sloped for easy clean off.
- 2. Aluminum skin and exterior @ .125 thick impact and wear resistant.
- 3. Post on 14-3/8" Centers.
- 4. Rail full length of trailer, square front corners.
- 5. Sloped top rail with one piece extruded 1/4" aluminum flashing
- 6. Inside post on nose
- 7. 3/16" x 20" side sheet at rear
- 8. Axles 5" round, 22,000 lb. capacity, 771/2" track light weight hubs, wheel seals: oil bath
- 9. Brakes: 16-1/2 X 7" "S" cam operated to comply with FMVSS-121
- 10. Outboard light weight drums, automatic slack adjusters, ABS
- 11. Air Ride Suspension Reyco Air Ride 86AR
- 12. Landing Gear: Two speed, heavy duty, crank over driver's side
- 13. Wheels: (8) 22.5 x 8.25 Aluminum Mill Finish
- 14. Scales
- 15. King Pin: standard SAE Heat treated, mounted in hi-tensile steel upper structure, 36" wide kingpin plate, 48" location
- 16. Floor: Halco Walking floor, aluminum boards, 3 ribbed, high impact steel floor guides, side control valve, and front panel at nose of trailer.
- 17. Bumper: Heavy duty
- 18. Ladder: One at front
- 19. Rear Door: double opening skinned with 0.120 aluminum lined with 1/2" plywood
- 20. Mud-flaps: anti-spray flaps
- 21. Wiring: 12 volts 7 way ATA wiring
- 22. Lights: to comply with DOT requirements: center turn signal, reflective tape
- 23. Weight shall not exceed 17,500 lbs.
- 24. Volume capacity shall be 135 cubic yards

Ven	dor shal	Il specify any specs their proposed trailer does not meet: UP - (NOR DE - TO HENDRICKSON INTRAA AIR SUSPENSION)
井	11	UP-GRADE to HENDRICKSONI INTRAA AIR SUSPENSION
样	14	UP GRIDE to; KEITH REIT DX WITH DXS IMPACT TRIPLE POL
X	22	ALL LIGHTS TO BE, LED
¥	23	CERT WEIGHT OF TRAJER 15,780# 2 135 VARDS

Standard Terms and Conditions

- A. Any exceptions to, or deviations from specifications, conditions, or requirements as noted in this request: CHECK ONE: () None (**Detailed Statement Attached (on company letterhead)
- B. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).
- C. Delivery: All equipment will be delivered and fully operational within 90 calendar days after notice of award.
- D. Cash discount offered for prompt payment: \(\infty \%, 30 \) days
- E. Invoicing. SVSWA will only pay by original invoice. No invoices for partial shipments shall be authorized for payment 'Without prior approval by SVSWA. Invoices in triplicate must be made to SVSWA and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.
- F. Controlling Law. The Contract shall only be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the contract shall be SVSWA.
- G. Taxes, Charges, and Extras
 - Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use, or
 other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall
 require prospective vendor to include such taxes, as may be valid and applicable, in the
 offered price. No additional tax charges shall be allowable when these phrases are used.
 - No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license
 fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by
 SVSWA, will be paid by SVSWA unless expressly included and itemized in the offer.
 - SVSWA does not pay Federal excise taxes. Do not include these taxes in your price; but do
 indicate the amount of any such tax. SVSWA will furnish an exemption certificate in lieu of
 such tax.

H. Award.

- Unless the prospective vendor specifies otherwise in his offer or the RFB states otherwise, SVSWA may accept any item or group of items of any offer.
- SVSWA reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- A written Purchase Order mailed, or otherwise furnished, to the awarded vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- I. Alteration or Variation of Terms. It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.
- J. Assignability. A contract is not assignable by Vendor either in whole or in part.
- K. Compliance with Statute. Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.
- L. Samples. Samples of items, when required, must be furnished free of charge to SVSWA and, if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the prospective vendor's expense.
- M. Rights and Remedies SVSWA for Default.
 - In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, SVSWA may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same, without expense to SVSWA, and immediately

to replace all such rejected items with others conforming to such specifications or samples; providing that should the Vendor fail, neglect or refuse so to do SVSWA shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to SVSWA. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of SVSWA to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

- Cost of delivery of an item which does not meet specifications, will be the responsibility of the Vendor.
- The rights and remedies of SVSWA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

N. Discounts

- Terms of less than 30 days for cash discount will be considered as net.
- In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the requesting department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing SVSWA warrant or check.
- O. Force Majeure. Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.
- P. Severability. Should any part of the contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

Salinas Valley Solid Waste Authority code 3.01.090 (Preference for Local suppliers) states:

Each local supplier who is within five percent (5%) of the lowest responsible bid shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid. The opportunity to reduce bid amounts shall be provided first to the lowest eligible local bidder and, if not accepted by such bidder within five business days of the opening of bids, then to each successive eligible bidder in ascending order of the amount of bids. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

I declare under penalty of perjury that this bid is complete and true and that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Bids.
Executed in LINGS BLAG, California, on 5-6-, 2016
SIGNATURE 1- POLITY TITLE CA SALES REP
PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS Jin Gillespie
NAME OF FIRM WESTERN TRAILER COMPANY
ADDRESS P.O. BOX 5598 CITY ZIP BOILS ID 83705
TELEPHONE 208-344-255 EMAIL ADDRESS _ GILLESPIE @ WESTERITMAILER CUN
DATE 5-(2011)



SALINAS VALLEY SOLID WASTE AUTHORITY REQUEST FOR BIDS

ADDENDUM I

NEW 2016 WALKING FLOOR REFUSE TRAILER

May 5, 2016

Dear Vendor:

This addendum forms a part of and modifies the Request for Bids (RFB) entitled "New 2016 Walking Floor Refuse Trailer."

Submit Quote for this project with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the RFB.

I. Response to Questions.

Comment No. 1. Will you take a 50 ft. trailer be acceptable? Response No. 1. Yes, the trailer can be a 48 ft. or 50 ft.

The Authority reserves the right to reject any, a portion of, or all quote and to waive any informality in quote received.

The Authority is sending this addendum by email to ensure that all vendors receive it.



P.O. Box 5598 - Boise Idaho 83705 Tel: (208) 344-2539 Fax: (208) 344-1521

www.westerntrailer.com

Sold To: Salinas Valley Solid Waste Authority

PO Box 2159

Ship To: Salinas Valley Solid Waste Authority

FOB:

Leadtime: 0

Sales Rep: GILLESPIE

PO Box 2159

, Freight Billed

03338

05/06/16

Salinas, CA 93902 Salinas, CA 93902

Quote ID:

Effective:

Terms:

Expires On: 07/05/16

SERIES: Express_Floor MODEL: ExpressFloorRF

Qty Details

1 BASE SPECIFICATIONS: Weight: 9,246

Trailer Series: Solid Waste Transfer Trailer (Live Floor)

Trailer Model: 48' Tandem Semi (Wedge)

Trailer Length: 48'0" Trailer Width: 102"

Trailer Height: 13'6" with a 47" 5th wheel (8" Wedge)

GVWR: 65,000 lb. Volume: 135 cubic yards Axle Spread: 56" Rear Axle Setting: 48" Kingpin Setting: 48"

Landing Gear Setback: 150"

Axle Track: 75.5"

- 1 Axle Configuration: Closed Tandem
- 1 Axle & Wheel End Options

Slack Adjuster Brand: Haldex

Hub Type: Steel

Hub Pilot: 10-Hole Hub Pilot

Brake Drum Type: Motorwheel Centrifuse

2 Axle: Hendrickson Intraax Camber 23,000 lbs capacity, 5 3/4" round are

integral to air ride suspension.

- 2 Suspension: Hendrickson Intraax AA230 Air Ride Suspension.
- Brakes: 16-1/2"x7" "Q+" series, non-asbestos brake shoe. Abex 3030-197 lining. Meritor/Wabco anti-lock brakes included.
- 1 Hub Type: Walther Duralite steel hubs, 10 hole hub pilot, with Hyatt bearings and Federal Mogul seals and hubcaps provide optimal light weight performance and value.
- 8 Hub Lube: SAE 80W-90 Premium Rear Axle Lubricant

Axle Spindle: Tapered	Weight:	0
Brake System: Meritor Wabco ABS components meet the federally mandated anti-lock braking requirements. 2S/2M systems are suitable used for most single and multi-axle semis. Ask your sales representative about ABS upgrades including total tire protection.	Weight:	0
Tires for Non-Lift Axle(s): 39833 B.F. Goodrich 275/80R22.5 TR144 FET: -25.23 Total FET: -201.84	Weight:	816
Wheels Inner: Accuride 22.5 X 8.25 10-Hole Hub Pilot Machined	Weight:	181
Wheels Outer: Accuride 22.5 X 8.25 10-Hole Hub Pilot Polished Inside	Weight:	181
Air Ride Scales: Western Liquid Filled Guage in Pelican Box (Mount Scale on Front Wall In Box).	Weight:	6
Lights on Front Wall: 2 Upper w/Polished Extrusion Nose Cone: No	Weight:	0
Side Marker Lights: Three Pair Side Marker Lights Including Mid-Ship Turn D.O.T. Legal.	Weight:	0
Midship Turn: LED with Casting Std.	Weight:	0
Rear Light Layout: OOO OOO 3-0-3 Std.	Weight:	0
1 Flat Load Shedder H.D. Refuse 1/4" Tube Wall Thickness	Weight:	0
Miscellaneous Specifications Quoted "Less Tarp System"	Weight:	0
Mudflaps Black Plastic with White Western Trailer Logo Per Pair	Weight:	0
Front Wall: Impact and Wear Resistant Natural Aluminum with Interior Posts.	Weight:	0
Refuse Front Ladder, 13'6 x 102	Weight:	0
	Brake System: Meritor Wabco ABS components meet the federally mandated anti-lock braking requirements. 2S/2M systems are suitable used for most single and multi-axle semis. Ask your sales representative about ABS upgrades including total tire protection. Tires for Non-Lift Axle(s): 39833 B.F. Goodrich 275/80R22.5 TR144 FET: -25.23 Total FET: -201.84 Wheels Inner: Accuride 22.5 X 8.25 10-Hole Hub Pilot Machined Wheels Outer: Accuride 22.5 X 8.25 10-Hole Hub Pilot Polished Inside Air Ride Scales: Western Liquid Filled Guage in Pelican Box (Mount Scale on Front Wall In Box). Location: Mount on Front Wall Lights on Front Wall: 2 Upper w/Polished Extrusion Nose Cone: No Side Marker Lights: Three Pair Side Marker Lights Including Mid-Ship Turn D.O.T. Legal. Midship Turn: LED with Casting Std. 1 Flat Load Shedder H.D. Refuse 1/4" Tube Wall Thickness Miscellaneous Specifications Quoted "Less Tarp System" Mudflaps Black Plastic with White Western Trailer Logo Per Pair	Brake System: Meritor Wabco ABS components meet the federally mandated anti-lock braking requirements. 2S/2M systems are suitable used for most single and multi-axle semis. Ask your sales representative about ABS upgrades including total tire protection. Tires for Non-Lift Axle(s): 39833 B.F. Goodrich 275/80R22.5 TR144 FET: -25.23 Total FET: -201.84 Wheels Inner: Accuride 22.5 X 8.25 10-Hole Hub Pilot Machined Weight: Wheels Outer: Accuride 22.5 X 8.25 10-Hole Hub Pilot Polished Inside Weight: Air Ride Scales: Western Liquid Filled Guage in Pelican Box (Mount Scale on Front Wall In Box). Location: Mount on Front Wall Lights on Front Wall: 2 Upper w/Polished Extrusion Nose Cone: No Side Marker Lights: Three Pair Side Marker Lights Including Mid-Ship Turn D.O.T. Legal. Midship Turn: LED with Casting Std. Weight: 1 Flat Load Shedder H.D. Refuse 1/4" Tube Wall Thickness Weight: Miscellaneous Specifications Quoted "Less Tarp System" Mudflaps Black Plastic with White Western Trailer Logo Per Pair Weight:

Side Skin: .125" Thick Impact and Wear Resistant Natural Aluminum, Riveted to Chassis and Sideposts. Stainless Steel rivets Are Used in High Wear Areas.	Weight:	0
Miscellaneous Specifications	Weight:	22
Up-Grade Rear Panel to .160 Skin		
Floor Keith Triple Ridge, 3/16" x 48' x 102 with T-Blocks at Rear, 3.0 Drive Unit (2299 Slat)	Weight:	4,659
Rear Door: Swing type doors are double-wall constructed with welded aluminum 2x2 Tee-tube frame. Natural finish aluminum skin on the exterior provides clean appearance. Interior of door is 1/8" natural finish impact and wear resistant aluminum to absorb unloading damage. Doors are secured with four anti-rack locks and five pair of hinges.	Weight:	563
Couplers 3/4" Standard	Weight:	0
Paint & Stripe Specifications		
Paint Code: WT Slate Grey Met		
Large Stripe Color: Black Small Stripe Color: Red		
	to Chassis and Sideposts. Stainless Steel rivets Are Used in High Wear Areas. Miscellaneous Specifications Up-Grade Rear Panel to .160 Skin Floor Keith Triple Ridge, 3/16" x 48' x 102 with T-Blocks at Rear, 3.0 Drive Unit (2299 Slat) Rear Door: Swing type doors are double-wall constructed with welded aluminum 2x2 Tee-tube frame. Natural finish aluminum skin on the exterior provides clean appearance. Interior of door is 1/8" natural finish impact and wear resistant aluminum to absorb unloading damage. Doors are secured with four anti-rack locks and five pair of hinges. Couplers 3/4" Standard Paint & Stripe Specifications Paint Code: WT Slate Grey Met Large Stripe Color: Black	to Chassis and Sideposts. Stainless Steel rivets Are Used in High Wear Areas. Miscellaneous Specifications Up-Grade Rear Panel to .160 Skin Floor Keith Triple Ridge, 3/16" x 48' x 102 with T-Blocks at Rear, 3.0 Drive Unit (2299 Slat) Rear Door: Swing type doors are double-wall constructed with welded aluminum 2x2 Tee-tube frame. Natural finish aluminum skin on the exterior provides clean appearance. Interior of door is 1/8" natural finish impact and wear resistant aluminum to absorb unloading damage. Doors are secured with four anti-rack locks and five pair of hinges. Couplers 3/4" Standard Weight: Paint & Stripe Specifications Paint Code: WT Slate Grey Met Large Stripe Color: Black

Specifications:

1

Top Rail: Made from extruded, one piece 6061-T6, heat treated aluminum. Top rails are sloped for easy clean-off. The integral, rugged anti-snag support leg resists distortion from tamping devices. Front and rear corner gussets have a large inside radius for easy loading and clean discharge.

Cross Ties: Western load shed design flexibly mounted to top rails.

Sidepost: Heavy duty 1 3/4"x5" extruded aluminum aerodynamic radius section. on 14" centers.

Front Slope: Aluminum bulkhead slope hinged to the front wall provides easy mechanical access.

Lower Frame: Fabricated 80,000 psi high tensile steel with formed 3" wide bottom flange.

Crossmembers: Heavy duty 5" 6061-T6 extruded aluminum "TJ" sections spaced on 14" centers.

Cross Bracing: Steel cross braces under the trailer prevent trailer racking.

Rear Subframe: Fabricated 80,000 psi high tensile steel longitudinals with integral one piece front & rear crossmembers. Tow braced to outer rails.

Dumper Bumper: T-1 steel blades with tow holes. T-1 protector blades on corners.

Coupler: 5" high tensile steel fabricated crossmembers. High tensile steel grid reinforced kingpin plate with 2" SAE heat treated kingpin.

Certificate Holder: James King model 350 mounted to front wall.

Paint: All steel components painted one color high-solid polyurethane prior to final assembly. Surfaces are prepared using a steel grit media blast and hot iron phosphate wash.

Trim: Trimline two-tone on rear doors only.

License Plate Mount: Swinging license plate mount at rear of trailer.

Landing Gear: Holland Mark V. 200,000 lbs capacity with self leveling footpads pads.

AIR, ELECTRICAL & SAFETY

Air Service: Meets Federal Motor Vehicle Safety Standard #121. Trailers with air ride suspensions have a manual air dump valve normally located at the landing gear area.

Electrical Service: Meets D.O.T. Specifications. Sealed wiring harness and integral recepticle prevent conductor corrosion. LED lights are used for all marker, stop, tail, and turn lights.

Bumper: Rear under ride guard complies with all D.O.T. specifications for strength and energy absorption.

Conspicuity Striping: Conspicuity striping as required by Federal Motor Safety standards.

Ladder: Round tubular aluminum rails with radiused top corners and extruded anti-skid steps. Ladder is attached to the front wall.

i				
1	I M	iscellaneous	Specification	C
	' 191	13Cellal lecus	Opecilication	

NOTE: By using this category you may delay delivery of trailer!

TOTAL WEIGHT: 15,674

6



Quote # 03338

Salinas Valley Solid Waste Authority PO Box 2159 Salinas, CA 93902

Trailer Description W	Western Refuse Live Floor 48' Wedge			
Price	\$70,404.00	_		
CA Sales Tax 9.125%	\$6,424	_		
Federal Excise Tax	Exempt	-		
DMV fee's	\$ 119.00	-		
Freight to Salinas, CA	\$ 1,700.00	-		
Total	\$ 78,647.00	_		
Trade-in	None			
Balance Due	\$ 78,647.00	Less tarp system		
Terms:	Signed order w/ PO #	-		
Twailor Weight + or 20/		Unc		
Trailer Weight + or - 2%		_lbs.		
Options Weight + or - 2%	INC	_lbs.		
Total Weight + or - 2%	15,674 #	lbs.		
Delivery FOB	Salinas, CA	1		
Estimated Delivery Date	90 Days	_		
	5 days from date of quote. Wes hange standard specifications wi			
Acceptance of Order	mange standard specifications wi	mout prior notice.		
1. 1.				
Jim Gillespie By:		By:		
5/6/2016				
Date	Salinas Vally Bid price 5-6-16	Date		



Report to the Board of Directors

Date: May 19, 2016

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Awarding the Purchase of one

Used Caterpillar 938K Loader to Quinn Company for an Amount of \$183,113.35 ITEM NO. 13

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of one used Caterpillar 938K Loader for the Jolon Road Transfer Station.

STRATEGIC PLAN RELATIONSHIP

The purchase of the used Caterpillar 938K Loader supports Goal E: Reduce Costs and Improve Services at SVR Facilities. The used Caterpillar 938K loader will be used to process and load waste from the Jolon Road Transfer Station, which is scheduled to be operated by SVR staff on September 1, 2016.

FISCAL IMPACT

Funding for this purchase is included in the 2015-2016 Fiscal Year Budget. There is currently \$600,000 within Capital Improvement Project (CIP) 9602 for the purchase of the required equipment for the Jolon Road Transfer Station operations. The existing budgeted amount is sufficient to cover the purchase of the used Caterpillar 938K loader.

DISCUSSION & ANALYSIS

On April 21, 2016 the Board of Directors authorized staff to assume the operations of the Jolon Road Transfer Station at the end of the existing agreement with Waste Management. Staff will assume the operations of the Jolon Road Transfer Station on September 1, 2016. In order to ensure that all equipment is procured on a timely basis, the board authorized the funding of the Jolon Road Equipment Purchase CIP. The purchase of a used Caterpillar 938K loader will allow staff to efficiently process and handle waste and recyclables from the Jolon Road Transfer Station.

On April 30, 2016, staff solicited bids for the purchase of a used Caterpillar 938K loader. Bids were due May 10, 2016. A total of three bids were received. Two of the bids met the specifications for hours, age, and emissions, the third bid from American Equip did not meet these requirements. The selection of the equipment was based on hours of operation, age of the unit, and compliance with the California Air Resources Board (CARB) mandated emission. Based on these requirements staff recommends we award the purchase of a used Caterpillar 938K to Quinn Company of Salinas. The selected unit has the least amount of hours, meets the current state requirements for off road equipment, and is the newest of the three proposed loaders.

Below are the bid results:

Dealer	Cat 938K Cost	Equipment Hours	Credit for	Foam Filled	Tink Roll- Out	Total Bid Cost with
	3031	110413	Bucket	Existing Tires	Bucket	sales taxes
Quinn Company	\$133,000.00	2,476	(\$1,500)	\$5,153.00	\$33,685.00	\$183,113.35
Quinn Company	\$129,000.00	3,536	(\$1,500)	\$5,153.00	\$33,685.00	\$178,813.35
American Equip	\$102,200.00*	5,224	\$0	\$10,941.48	\$28,710.00	\$152,490.34

^{*}Bidder offered a 938H which is an older model loader than a 938K, has double the operating hours, and has a lower tier CA emission system that may require replacement before the end of the unit's functional life.

Staff requests that the Board award the purchase contract of One (1) used Caterpillar 938K loader to Quinn Company of Salinas at a cost of \$183,113.35.

BACKGROUND

On January 21, 2016, staff presented options for the operation of the Jolon Road Transfer Station to the Board. The presentation included the cost for the Authority to operate the facility. After some discussion, the Board of Directors instructed staff to request a cost proposal from the existing operator Waste Management. Waste Management did not submit a written proposal for the operation of the Jolon Road Transfer Station, but did verbally inform the SVR they would be willing to hold the existing annual rate of \$722,798 with future annual CPI adjustments. On April 21, 2016 the Board authorized staff to assume the operations of the Jolon Road Transfer Station on September 1, 2016.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Quinn Company of Salinas 938K loader Proposal

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED CATERPILLAR 938K LOADER TO QUINN COMPANY FOR AN AMOUNT OF \$183,113.35

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a used Caterpillar 938K loader for the Jolon Road Transfer Station from Quinn Company, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th day of May 2016, by the following vote:

 Flia 7avala.	Clerk of the Board		
ATTEST:		Jyl Lutes, President	
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		



"Promoting the environmental health of the Salinas Valley"

www.svswa.org
P O Box 2159
128 Sun Street, Suite 101
Salinas, CA 93902-2159
831-775-3000 831-755-1322-fax

SALINAS VALLEY SOLID WASTE AUTHORITY

REQUEST FOR BIDS

For

USED CATERPILLAR 938K WHEEL LOADER

April 30, 2016

SECTION 1 GENERAL INFORMATION

Introduction

The Salinas Valley Solid Waste Authority (Authority) seeks to purchase a used Caterpillar 938K Wheel Loader.

Bids Submittal

Bids must be received by 2:00 PM, May 10, 2016, or until acquired at the following address:

Salinas Valley Solid Waste Authority Attn: Elia Zavala, Clerk of the Board

By Mail: P.O. Box 2159, Salinas, CA 93902-2159

By Delivery: 128 Sun Street, Suite 101, Salinas, CA 93901

Bids received after this deadline will be returned unopened. The bids (submit three copies) and any accompanying documents shall be submitted in a sealed envelope with 2-inch size words "938K Wheel Loader" clearly marked on the lower right hand corner of the envelope.

Schedule for Selection Process

Issue RFB	April 30, 2016
Written Comments Due	May 5, 2016
Bids Due	May 10, 2016
Notice to Proceed (tentative)	May 23, 2016

Pre-Award Conference

If requested, successful Respondent(s) shall meet with SVSWA representatives prior to the Award of Purchase to review the specifications and finalize the initiation of the proposed Contract.

Questions Regarding This Project

Questions regarding this project should be sent to:

Salinas Valley Solid Waste Authority Attn: Cesar Zuniga, Operations Manager P.O. Box 2159, Salinas, CA 93902-2159 Fax (831) 755-1322

Copics of questions, and written responses, will be faxed or e-mailed to all those receiving RFBs.

Bids Evaluation Criteria

If and when an award is made, it will be made to the lowest responsive and responsible respondent(s) which is concluded at the time intent to purchase is determined by the Authority. In addition to the total proposal price, other factors including prior performance, maintenance costs, warranty provisions, delivery cost and delivery time may be considered.

Reservations

SVSWA reserves the right to do the following at any time, for its own convenience, and at its sole discretion:

- To reject any and all responses, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any bids or procedure, as part of the RFB or any subsequent negotiation process.
- Terminate this RFB and issue a new RFB anytime thereafter.
- Procure any materials or services specified in the RFB by other means.
- Extend any or all deadlines specified in the RFB, including deadlines for accepting bids by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFB.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of

collusion that is disclosed by the response or other data available to SVSWA. Such disqualification is at the sole discretion of SVSWA.

- Reject any Respondent that is in breach of or in default under any other agreement with SVSWA.
- Reject any Respondent deemed by SVSWA to be non-responsive, unreliable, unqualified or non-responsible.

Notification of Withdrawals of Responses to RFBs

Responses may be modified or withdrawn prior to the date and time specified for RFB submission by an authorized representative of the respondent or by formal written notice. All responses not withdrawn prior to the response due date will become the property of SVSWA.

Interpretation

Should any discrepancies or omissions be found in the RFB specifications/ requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The SVSWA will send written instructions or addenda to all participants in this RFB process. SVSWA shall not be held responsible for oral interpretations. All addenda issued shall be incorporated into the Contract.

Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

Requirements of Proposer

The Proposer shall be required to:

- 1. Bear all costs of bids preparation.
- 2. Accept the terms and conditions of the Authority's Agreement.
- 3. Be licensed with the State of California as required for this project.
- 4. Be knowledgeable of applicable California, federal laws, regulations and local ordinances.

Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope. Reference sealed envelope within the body of the response.

Brand Names, Model Designations and Descriptions

Technical equipment specifications contained in this RFB have been provided by using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this RFB are solely for prospective vendor's reference, and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and are intended as a guide to prospective offerors. Offers on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the technical approval of SVSWA requesting department(s) and conform to conditions of this RFB concerning exceptions, variances and/or deviations.

SVSWA BID FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Bids at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of SVSWA's Request for Bids.

1.	One (1) Used Cater	pillar 938K Wheel Loader or Equivalent specification compliant ready for operation
	Unit Price	s /33,000.°0
	7.50% Sales Tax	s 9,975.00
	Delivery	\$ Infoc(sd
	Warranty	S NOWE
	Total	s 142, 475. 00
Up	grades:	
	New Foam Fill Mir	ning Tires: \$
	Foam filling of Exi	et with trash clamps or equivalent \$
	Tink Roll-out buck	et with trash clamps or equivalent \$
Cr	edits:	
	Credit for existing s	tandard bucket mounted on loader \$ 1,500.
2.	Brand and Model of	offered, delivered F.O.B. Johnson Canyon Landfill at 31400 Johnson Canyon Road,
	Convolue CA 0201	26: CAT 938R
	Gonzales, CA 9392	20. 711 / 50/
Ind ent by	licate compliance by ire statement. Expla- section, and number	or USED CATEPILLAR 938K WHEEL LOADER OR EQUIVILANT y checking YES (Y) or NO (N). A YES answer indicates 100% compliance with in all NO answers in detail, clearly referencing the relevant non-conforming item(s). Items that request separate line item price quote should be listed together on your diaccompany the total cost bids form.
	A. Basic Specific	ations
1.	Y_N_ Operati	ing weight shall be at least 35,000 lbs.
2. 3.		nent length shall be at least 24 ft. Farriage width shall be at least 8 ft. over wheels.
4.	Y X N Machin	ne shall have minimum ground clearance of at 15 in.
5. 6.		the travel speed shall be at least 5.0 mph with capability to go up to 20 mph. I tilt engine hood shall allow access to the engine compartment.
7.		and hydraulic oil systems shall have SOS sampling ports.
8.	YXN Transm	hission shall be electronic control, power shift with 4 Forward & 3 Reverse Speeds
9. 10.		nall be 20.5-R25. nonth warranty provided.
11.		te shall include diagnostic hook-ups.
12.		ete set of maintenance records, including the most recent oil sample results.
13. 14.		atic bucket positioned. urpose Bucket
		nd rear fenders.
16.	7	ar hitch with pin.
17.	Y_N Load se	ensing steering.





Quinn Company 1300 Abbott Street Salinas, CA 93901 (831) 775-3412

SVSWA

Attn: Cesar

Quinn Company is pleased to furnish the following proposal for your consideration.

ONE 2012 2,476-HOUR CATERPILLAR with all standard and the following optional equipment

PREP PACK, UNITED STATES HYD,3V,COUPLER READY,STD LIFT STEERING, STANDARD DIFFERENTIAL, OPEN REAR ENVIRONMENT, STANDARD WEATHER, STANDARD CAB, DELUXE RADIO, READY TIRES, 20.5R25 VMT L3, BS FENDER, STANDARD COUNTERWEIGHT, STANDARD CAMERA, REAR VIEW LIGHTS, AUX, HALOGEN / HALOGEN GUARD, POWERTRAIN, LOWER GUARD, POWERTRAIN, SIDE GUARD, CRANKCASE GUARD, DRIVESHAFT ENGINE, TIER4 INTERIM COMPLIANT

Machine Price Sales Tax @ 7.5 % TOTAL $\begin{array}{r} 133,000.00 \\
 + 9.975.00 \\
 \hline
 142,975.00 \\
 \end{array}$

Thank you for the opportunity to present the above for you current equipment needs. If you have any questions, please do not hesitate to contact me.

Sincerely, Justin Brown Sales Representative Direct – 775-3412 Cell – 594-8115

All prices are subject to all applicable taxes, availability and change without further notice.

Upgrades:

New foam fill mining tires:

(4) 20.5R25 MICHELIN XMINE D2 = 19,800.00 SET OF 4

Virgin poly foam fill = 1,632.84 per tire

Recycled foam fill = 1,288.08 per tire

Foam fill of existing tires:

Virgin poly foam fill = 6,532.00

Recycled foam fill = 5,153.00

Tink Roll out bucket w/ top clamps:

5 CYD roll out bucket w/ top clamp = 29,985.00

4th function diverter valve = 2,250.00

Bucket freight = 700.00

Bucket and diverter valve install = 750.00

TOTAL = 33,685.00

	B. Engine
1.	Y N Engine shall meet EPA/CARB off-road regulation emission requirements.
2.	Y N Engine shall have less than 3,500 operating hours.
3.	YXN Engine shall be made by manufacturer, minimum Tier 4, electronically controlled, fully
٥.	equipped, six cylinders, 4 stroke, and turbo charger with all necessary operating accessories.
4.	Y N Engine shall be minimum 160 horsepower.
5.	YX N Engine shall be turbo charged after cooled
6.	Y N Machine shall have under hood muffler with vertical angle exhaust stack.
7.	YX N Engine shall be equipped with a pre-cleaner, dry type radial seal air cleaner, primary and
	secondary element with restrictor indicator in operator station and near filter housing.
8.	YXN Engine shall be equipped with a standard cooling system.
9.	YX N Radiator shall have drain cock, coolant recovery tank and be of capacity to provide adequate
	hear dissipation in materials recovery facility environment.
10.	YX_N Electrical and starting systems shall be 24-volt dual battery 180-min. reserve capacity with
	minimum 65-amp alternator charging system.
	YYN_A heavy-duty 24-volt starter shall be standard.
	YXN_ Electrical disconnect switch shall be standard with lock out capability.
13.	YXN Fuel system and engine shall be of components compatible with the use of a minimum 5 %
1.4	Bio-diesel blend.
	YXN Equipment shall be equipped with back up alarm.
15.	YXN_ Lighting system shall consist of turn signals with flashing hazards, two halogen headlights LED brake & tail lights, cab mounted working lights.
16	Y N Electronically controlled, hydraulic driven, temperature sensing fan.
10.	Licetronically controlled, flydraulic driven, temperature sensing fail.
	C. Hydraulic System
1.	Y N Hydraulic system shall be a four valve system that allows for proper operation of a roll out
	bucket with top clamps for a Caterpillar 938K Wheel Loader.
2.	bucket with top clamps for a Caterpillar 938K Wheel Loader. Y N Hydraulic system shall be filtered and completely sealed.
2.	
2.	Y N Hydraulic system shall be filtered and completely sealed. D. Operator Station
1.	Y N Hydraulic system shall be filtered and completely sealed. D. Operator Station Y N Operator controls for bucket shall be joystick.
1. 2.	Y N Hydraulic system shall be filtered and completely sealed. D. Operator Station Y N Operator controls for bucket shall be joystick. Y N Cab shall be equipped with horn.
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1. 2. 3.	 Y N Hydraulic system shall be filtered and completely sealed. D. Operator Station Y N Operator controls for bucket shall be joystick. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard.
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1. 2. 3. 4. 5.	P. Operator Station Y N Operator Station Y N Operator controls for bucket shall be joystick. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard. Y N Propel shall be controlled by pedals. Y N Operator seat shall be cloth covered suspension type with adjustments for height, weight, seat back and arm rests.
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1. 2. 3. 4. 5. 6. 7. 8.	P. Operator Station Y N Operator controls for bucket shall be joystick. Y N Operator controls for bucket shall be joystick. Y N Operator controls for bucket shall be joystick. Y N Operator controls for bucket shall be joystick. Y N Operator shall be equipped with horn. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard. Y N Propel shall be controlled by pedals. Y N Operator seat shall be cloth covered suspension type with adjustments for height, weight seat back and arm rests. Y N Seat shall be adjustable with and without joystick consoles. Y N Operator compartment shall include a retractable 3" wide seat belt. Y N Automatic climate control that maintains a constant temperature setting shall be available as standard equipment.
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1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	P. Operator Station Y N Operator controls for bucket shall be joystick. Y N Cab shall be equipped with horn. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard. Y N Propel shall be controlled by pedals. Y N Operator seat shall be cloth covered suspension type with adjustments for height, weight seat back and arm rests. Y N Seat shall be adjustable with and without joystick consoles. Y N Operator compartment shall include a retractable 3" wide seat belt. Y N Automatic climate control that maintains a constant temperature setting shall be available as standard equipment. Y N Cab front and rear windows shall be equipped with wiper/washer system.
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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13.	P. Operator Station Y N Operator controls for bucket shall be joystick. Y N Operator Controls for bucket shall be joystick. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard. Y N Propel shall be controlled by pedals. Y N Operator seat shall be cloth covered suspension type with adjustments for height, weight, seat back and arm rests. Y N Seat shall be adjustable with and without joystick consoles. Y N Operator compartment shall include a retractable 3" wide seat belt. Y N Automatic climate control that maintains a constant temperature setting shall be available as standard equipment. Y N Cab front and rear windows shall be equipped with wiper/washer system. Y N Heater and defroster Y N Heater and defroster Y N Machine shall have external work lighting to assist with operator vision front and rear. Y N Operator compartment shall have engine monitoring system with gauges for engine oil pressure, coolant temperature and fuel level. System shall provide engine and hydraulic fluid levels as well as hydraulic and coolant temperature indicators.
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1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13.	P. Operator Station Y N Operator controls for bucket shall be joystick. Y N Operator Controls for bucket shall be joystick. Y N Selection of Automatic Engine Control, which monitors light to no-load situations and adjusts rpm accordingly, shall be standard. Y N Propel shall be controlled by pedals. Y N Operator seat shall be cloth covered suspension type with adjustments for height, weight, seat back and arm rests. Y N Seat shall be adjustable with and without joystick consoles. Y N Operator compartment shall include a retractable 3" wide seat belt. Y N Automatic climate control that maintains a constant temperature setting shall be available as standard equipment. Y N Cab front and rear windows shall be equipped with wiper/washer system. Y N Heater and defroster Y N Heater and defroster Y N Machine shall have external work lighting to assist with operator vision front and rear. Y N Operator compartment shall have engine monitoring system with gauges for engine oil pressure, coolant temperature and fuel level. System shall provide engine and hydraulic fluid levels as well as hydraulic and coolant temperature indicators.

16. 17. 18. 19. 20.	Y N A factory installed AM/FM radio shall be standard equipment. Y N Parking brake status indicator light. Y N Externally mounted mirrors and interior rear view mirror. Y N Windows shall slide or swing out. Y N Dome courtesy light.
	E. Interior Noise Y N Shall comply with the Occupational Safety and Health Act (OSHA) sound level (DBA) requirement in effect at time of award of contract, for an eight (8) hour maximum operator exposure time; measured at operator's ear with engine at governed RPM.
1.	F. Exterior Noise Y. N. Shall comply with California Vehicle Code Noise Standards, Section 27160.

Standard Terms and Conditions

- A. Any exceptions to, or deviations from specifications, conditions, or requirements as noted in this request: CHECK ONE: () None () Detailed Statement Attached (on company letterhead)
- B. Warranty offered, if any: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).
- C. Delivery: All equipment will be delivered and fully operational within 15 calendar days after notice of award.
- D. Cash discount offered for prompt payment: \(\sum_{\circ} \), 30 days
- E. Invoicing. SVSWA will only pay by original invoice. No invoices for partial shipments shall be authorized for payment 'Without prior approval by SVSWA. Invoices in triplicate must be made to SVSWA and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.
- F. Controlling Law. The Contract shall only be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the contract shall be SVSWA.
- G. Taxes, Charges, and Extras
 - Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use, or
 other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall
 require prospective vendor to include such taxes, as may be valid and applicable, in the offered
 price. No additional tax charges shall be allowable when these phrases are used.
 - No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by SVSWA, will be paid by SVSWA unless expressly included and itemized in the offer.
 - SVSWA does not pay Federal excise taxes. Do not include these taxes in your price; but do
 indicate the amount of any such tax. SVSWA will furnish an exemption certificate in lieu of
 such tax.

H. Award.

- Unless the prospective vendor specifies otherwise in his offer or the RFB states otherwise, SVSWA may accept any item or group of items of any offer.
- SVSWA reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- A written Purchase Order mailed, or otherwise furnished, to the awarded vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- Alteration or Variation of Terms. It is mutually understood and agreed that no alteration or variation of
 the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed
 by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no

- alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.
- J. Assignability. A contract is not assignable by Vendor either in whole or in part.
- K. Compliance with Statute. Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.
- L. Samples. Samples of items, when required, must be furnished free of charge to SVSWA and, if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the prospective vendor's expense.
- M. Rights and Remedies SVSWA for Default.
 - In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, SVSWA may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same, without expense to SVSWA, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Vendor fail, neglect or refuse so to do SVSWA shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to SVSWA. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of SVSWA to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
 - Cost of delivery of an item which does not meet specifications, will be the responsibility of the Vendor.
 - The rights and remedies of SVSWA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

N. Discounts

- Terms of less than 30 days for cash discount will be considered as net.
- In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the requesting department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing SVSWA warrant or check.
- O. Force Majeure. Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.
- P. Severability. Should any part of the contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

I declare under penalty of perjury that this bid is complete and true and that I have not been a party with
any other respondent to offer a fixed cost in conjunction with this Request for Bids.
Executed in Salards California, on 5/9, 2016
SIGNATURE TITLE SAJOS ROP
PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS JUSTIN BROWN
NAME OF FIRM Quinn CAT
ADDRESS 1300 A886# 51. CITY ZIP 9396/
TELEPHONE 881-590/-8115 EMAIL ADDRESS JUSTINBROWNE QUINNEOMPHAY COM
DATE 5/9/16



Report to the Board of Directors

Date: May 19, 2016

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Awarding the Purchase of one

New 2017 Freightliner 122SD Coronado Tractor Truck for the Jolon Road Transfer Station Operations to Golden Gate Truck Center for

an Amount of \$126,284.44.

ITEM NO. 14

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff recommends adoption of the resolution.

STRATEGIC PLAN RELATIONSHIP

The purchase of the new transfer truck supports Goal E: Reduce Costs and Improve Services at SVR Facilities. The new truck will be used to transfer waste from the Jolon Road Transfer Station which is scheduled to be operated by SVR staff on September 1, 2016.

FISCAL IMPACT

Funding for this purchase is included in the 2015-2016 Fiscal Year Budget. There is currently \$600,000 within Capital Improvement Project (CIP) 9602 for the purchase of the required equipment for the Jolon Road Transfer Station operations. The existing budgeted amount is sufficient to cover the purchase of the proposed tractor truck.

DISCUSSION & ANALYSIS

On April 21, 2016 the Board of Directors authorized staff to assume the operations of the Jolon Road Transfer Station at the end of the existing agreement with Waste Management. Staff will assume the operations of the Jolon Road Transfer Station on September 1, 2016. In order to ensure that all equipment is procured on a timely basis, the board authorized the funding of the Jolon Road Equipment Purchase CIP. The purchase of a new tractor truck will allow staff to efficiently transfer waste and recyclables from the Jolon Road Transfer Station to the Johnson Canyon Landfill.

On April 30, 2016, staff solicited bids for the purchase of a tractor truck. Bids were due May 9, 2016. A total of three bids were received. The low bid was submitted by Golden Gate Truck Center (GGTC) for a 2017 122SD Coronado tractor. The tractors specifications where reviewed to ensure they met the major specifications of the Request for Bids. After review of the tractors specifications, staff determined that GGTC's bid met the specifications. GGTC also disclosed any specifications that were not met. The specification not met was the result of different part manufactures, which is a non-issue, since all major specifications were met.

Below are the bid results:

Dealer	Base Bid	Extended Warranty	Total Cost with Extended Warranty
Coast Counties Peterbilt	\$134,630.79	\$2,000	\$136,630.79
Golden Gate Truck Center (Freightliner 122SD Coronado)	\$125,284.44	\$1,000	\$126,284.44
Golden Gate Truck Center (Western Star)	\$132,022.70	\$1,000	\$133,022.70

Staff requests that the Board award the purchase contract of one (1) new 2017 Freightliner 122SD Coronado Tractor Truck to the lowest responsible bidder, Golden Gate Truck Center at a cost of \$126,284.44.

BACKGROUND

On January 21, 2016, staff presented options for the operation of the Jolon Road Transfer Station to the Board. The presentation included the cost for the Authority to operate the facility. After some discussion, the Board of Directors instructed staff to request a cost proposal from the existing operator Waste Management. Waste Management did not submit a written proposal for the operation of the Jolon Road Transfer Station, but did verbally inform the SVR they would be willing to hold the existing annual rate of \$722,798 with future annual CPI adjustments. On April 21, 2016 the Board authorized staff to assume the operations of the Jolon Road Transfer Station on September 1, 2016.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Golden Gate Truck Center Freightliner 122SD Coronado Proposal

RESOLUTION NO. 2016 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE NEW 2017 FREIGHTLINER 122SD CORONADO TRACTOR TRUCK TO GOLDEN GATE TRUCK CENTER FOR AN AMOUNT OF \$126,284.44.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase one new 2017 Freightliner 122SD Coronado Tractor Truck for the Jolon Road Transfer Station from the lowest responsible bidder, Golden Gate Truck Center, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th day of May 2016, by the following vote:

Elia Zavala,	Clerk of the Board		
ATTEST:		Jyl Lutes, President	
7.507			
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		



May 4, 2016

Mr. Cesar Zuniga Operations Manager Salinas Valley Solid Waste Authority 128 Sun Street, Suite 101 Salinas, CA 93901

Dear Mr. Zuniga,

Please find enclosed complete specifications for (1) one 2017 Freightliner 122SD Coronado tractor. We have detailed our offering to meet the Peterbilt specification addressing the Cummins ISX 450 followed by the Eaton Road Ranger 13 speed. Our axle capacities meet those of the Pete but are different manufacturers, i.e., Detroit front and Meritor rear.

This pattern flows through our offering, providing the requested function but with competing vendors of equal or exceeding quality. We have Wabco ABS vs Bendix, Delco 160 amp alt vs PACCAR, DAVCO fuel water separator vs PACCAR etc.

Our vehicles are supported by Golden State Truck Repair for service and warranty. Any challenges will be promptly addressed by Rene and his staff.

Our production time is four to five weeks. We appreciate the opportunity and look forward to answering any questions.

Sincerely,

Robert W. Baldwin

Fleet Sales Representative

Q. W Baldwin

1) One (1) New 2017 Freightliner 122SD

 Unit Price
 \$114,850.00

 9.125% Sales Tax
 \$ 10,434.44

 Total
 \$125,284.44

California Title Fee (\$29), California Tire Recycle Fee (\$17.50) and Doc Fee (\$80) are additional.









SVSWA BID FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Bids at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of SVSWA's Request for Bids.

1. One (1) New 2016 Peterbilt 389 Truck specification compliant ready for operation

Unit Price	\$_	-0-
9.125% Sales Tax	\$_	-0-
Total	\$	

2. Brand and Model offered, delivered F.O.B. Sun Street Transfer Station at 139 Sun Street, Salinas, CA 93901:

1) One (1) New 2017 Freightliner 122SD Coronado

Unit Price \$114,850.00 9.125% Sales Tax \$10,434.44 Total \$125,284.44

	Code	Description	Weig
	Not Subject 04 O	ct To Discount Heavy Duty Emissions Surcharge	
Miscella	DANIE		
940900		Day Cab / Prestige Interior (DM)	
940996	60 O	Presentation Created Using Featured Spec For Model	
Total We	eight		1666
		Prices and Specifications Subject to Change With	nout Notice.
A .	dditional 9	Specifications	
. Ad	uditional S	Specifications	
1.	Y X N	Unit warranty is covered when using B-20 of	diesel blends as fuel.
	$\mathbf{Y}_{-}\mathbf{N}_{-}$	X Unit warranty is covered when using B-50 of	diesel blends as fuel.
	YN_	X Unit warranty is covered when using B-50 (liesel blends as fuel.
2.			liesel blends as fuel.
2.		X Unit warranty is covered when using B-50 of the second of the secon	diesel blends as fuel.
2.	Y_X_N_	Are extended warranty options available?	\$1,000
2.	Y X N a. Cum	Are extended warranty options available? If yes, please list coverage and cost below:	
2.	Y X N a. Cum b. Ax1	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K	\$1,000 N/C
2.	Y X N a. Cum b. Ax1	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K	\$1,000 N/C
	Y X N a. Cum b. Ax1 c.	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K	\$1,000 N/C
 3. 	Y X N a. Cum b. Ax1 c.	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K	\$1,000 N/C
3.	Y X N a. Cum b. Ax1 c. Y N	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K X Bidder meets all the specifications detail in	\$1,000 N/C the RFB.
3.	Y_X N_ aCum bAx1 c YN_ he specific	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K X Bidder meets all the specifications detail in eations are met, please detail the specifications	\$1,000 N/C the RFB. that your bid does not include
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3.	Y_X N_ aCum bAx1 c YN_ he specific	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K X Bidder meets all the specifications detail in eations are met, please detail the specifications	\$1,000 N/C the RFB. that your bid does not include
3.	Y_X N_ aCum bAx1 c YN_ he specific	Are extended warranty options available? If yes, please list coverage and cost below: mins Extended Warranty 5 Yr/200K es & Transmission 5 Yr/500K X Bidder meets all the specifications detail in eations are met, please detail the specifications	\$1,000 N/C the RFB. that your bid does not include
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Standard Terms and Conditions

- A. Any exceptions to, or deviations from specifications, conditions, or requirements as noted in this request: CHECK ONE:
 - () None
 - (X) Detailed Statement Attached (on company letterhead)
- B. Invoicing. SVSWA will only pay by original invoice. No invoices for partial shipments shall be authorized for payment 'Without prior approval by SVSWA. Invoices in triplicate must be made to SVSWA and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.
- C. Controlling Law. The Contract shall only be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the contract shall be SVSWA.
- D. Taxes, Charges, and Extras
 - Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use, or
 other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall
 require prospective vendor to include such taxes, as may be valid and applicable, in the offered
 price. No additional tax charges shall be allowable when these phrases are used.
 - No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by SVSWA, will be paid by SVSWA unless expressly included and itemized in the offer.
 - SVSWA does not pay Federal excise taxes. Do not include these taxes in your price; but do
 indicate the amount of any such tax. SVSWA will furnish an exemption certificate in lieu of
 such tax.

E. Award.

- Unless the prospective vendor specifies otherwise in his offer or the RFB states otherwise, SVSWA may accept any item or group of items of any offer.
- SVSWA reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- A written Purchase Order mailed, or otherwise furnished, to the awarded vendor within the
 time for acceptance specified, results in a binding contract without further action by either
 party. The contract shall be interpreted, construed and given effect in all respects according to
 the laws of the State of California.
- F. Alteration or Variation of Terms. It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.
- G. Assignability. A contract is not assignable by Vendor either in whole or in part.
- H. Compliance with Statute. Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.
- I. Patent Indemnity. The Vendor shall hold SVSWA, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
- J. Samples. Samples of items, when required, must be furnished free of charge to SVSWA and, if not destroyed by tests, may upon request made at the time the sample is furnished, be returned at the prospective vendor's expense.
- K. Rights and Remedies SVSWA for Default.
 - In the event any item furnished by the Vendor in the performance of the contract or purchase
 order should fail to conform to specifications SVSWA may reject the same, and it shall
 thereupon become the duty of the Vendor to reclaim and remove the same, without expense to
 SVSWA, and immediately to replace all such rejected items with others conforming to such
 specifications.

- Cost of delivery of an item which does not meet specifications, will be the responsibility of the Vendor.
- The rights and remedies of SVSWA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.
- L. Force Majeure. Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, epidemics, war, terrorism or riots.
- M. Severability. Should any part of the contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

I declare under penalty of perjury that this quote is complete and true and that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Bids.

Executed in Oakland , California, on May 3rd , 2016
SIGNATURE R.W. Baldwyy TITLE General Sales Manager
PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS R. W. Baldwin
NAME OF FIRM Golden Gate Truck Center
ADDRESS 8200 Baldwin St. CITY ZIP Oakland, CA 9462
TELEPHONE 510-567-1904 EMAIL ADDRESS bbaldwin@goldengatetruck.com
DATE 5-3-16

Prepared by:
Bob Baldwin
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 510-632-3535

SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear
Price Level			
	SD PRL-14D (EFF:10/05/15)		
Data Version			
	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configura	ation		
	122SD CONVENTIONAL CHASSIS 2017 MODEL YEAR SPECIFIED	9,184	6,816
	SET FORWARD AXLE - TRACTOR LH PRIMARY STEERING LOCATION	-485	485
General Service			

TRACTOR/TRAILER CONFIGURATION

DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)

CONSTRUCTION SERVICE

ROAD AND HIGHWAY MAINTENANCE BUSINESS SEGMENT

MOIST BULK COMMODITY

TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS

MAXIMUM 8% EXPECTED GRADE

SMOOTH CONCRETE OR ASPHALT PAVEMENT -MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE

FREIGHTLINER LEVEL I WARRANTY

EXPECTED FRONT AXLE(S) LOAD: 12000.0 lbs

EXPECTED REAR DRIVE AXLE(S) LOAD:

40000.0 lbs

EXPECTED GROSS VEHICLE WEIGHT CAPACITY

: 52000.0 lbs



Prepared by: Bob Baldwin GOLDEN GATE TRUCK CENTER 8200 BALDWIN STREET OAKLAND, CA 94621 Phone: 510-632-3535

	Description	Weight Front	Weight Rear
	EXPECTED GROSS COMBINATION WEIGHT: 80000.0 lbs		
Tractor Service			
	FRAMED END DUMP (NON-TRANSFER) TRAILER SINGLE (1) TRAILER		
Engine			
	CUM ISX 450 @ 1800 RPM, 1800 GOV RPM, 1650 LB/FT @ 1100 RPM	150	60

Electronic Parameters

75 MPH ROAD SPEED LIMIT

CRUISE CONTROL SPEED LIMIT SAME AS ROAD

SPEED LIMIT

PTO MODE ENGINE RPM LIMIT - 1100 RPM

PTO MODE CLUTCH OVERRIDE - CLUTCH

ENABLED

PTO RPM WITH CRUISE SET SWITCH - 825 RPM

PTO RPM WITH CRUISE RESUME SWITCH - 825

RPM

PTO MODE CANCEL VEHICLE SPEED - 5 MPH

PTO GOVERNOR RAMP RATE - 250 RPM PER

SECOND

PTO MINIMUM RPM - 825

REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION

2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)

STANDARD OIL PAN

ENGINE MOUNTED OIL CHECK AND FILL

ONE PIECE VALVE COVER

DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER

DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE

(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES

STEEL BATTERY BOX WITH ENCLOSED TRAY



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Description	Weight Front	Weight Rear	
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
NON-POLISHED DIAMOND PLATE BATTERY BOX COVER			
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		
EATON SOLO ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH			
TORQUE LIMITING CLUTCH BRAKE			
ZERK FITTING AT CLUTCH RELEASE BEARING			
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
AIR COMPRESSOR DISCHARGE LINE			
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL			
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH DUAL CAB MOUNTED VERTICAL TAILPIPES	55	33	
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
DUAL CURVED VERTICAL TAILPIPES B-PILLAR MOUNTED			
13 GALLON DIESEL EXHAUST FLUID TANK	-10	-5	
100 PERCENT DIESEL EXHAUST FLUID FILL			
NON-POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER	15	15	
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
STANDARD DIESEL EXHAUST FLUID TANK CAP			
DUAL STAINLESS STEEL MUFFLER/TAILPIPE SHIELDS			
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			



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	Description	Weight Front	Weight Rear	
	CUMMINS SPIN ON FUEL FILTER			
	FULL FLOW OIL FILTER			
	NO COOLANT FILTER			
	1500 SQUARE INCH ALUMINUM RADIATOR			
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			
	RADIATOR DRAIN VALVE			
	ALUMINUM FLYWHEEL HOUSING			
	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH			
Transmission				
	EATON FULLER RTLO-16913A TRANSMISSION	90	40	
Transmission Eq	uipment			
3/200	CAST IRON CLUTCH HOUSING			
	CUSTOMER INSTALLED CHELSEA 340 SERIES PTO			
	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION			
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN			

Front Axle and Equipment

DETROIT DA-F-12.5-3 12,500# FF1 71.5 KPI/3.74

PAINTED SHIFT LEVER, SOLID LINKAGE WATER TO OIL TRANSMISSION COOLER, IN

SYNTHETIC TRANSMISSION LUBE

DROP SINGLE FRONT AXLE

RADIATOR END TANK

MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED

SHOLS

2011/2013-FMVSS 121 FRONT BRAKE LINING

MERITOR STEELLITE X30 FRONT BRAKE

DRUMS

FRONT BRAKE DUST SHIELDS

SKF SCOTSEAL PLUS XL FRONT OIL SEALS

TIINER

-30

5

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18/-:---

	Description	Weight Front	Weight Rear	
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			
	STANDARD SPINDLE NUTS FOR ALL AXLES			
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			
	STANDARD KING PIN BUSHINGS			
	TRW THP-60 POWER STEERING			
	POWER STEERING PUMP			
	2 QUART SEE THROUGH POWER STEERING RESERVOIR			
	SYNTHETIC 75W-90 FRONT AXLE LUBE			
Front Suspension				
	12,000# DUAL TAPERLEAF FRONT SUSPENSION			
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			
	FRONT SHOCK ABSORBERS			
Rear Axle and Equi	pment			
	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		-40	
	3.90 REAR AXLE RATIO			
	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30	
	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	
	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES			
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	
	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE			
	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			
	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH			
	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
	2011/2013-FMVSS 121 REAR BRAKE LININGS			
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			



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	Description	Weight Front		ight lear
	MERITOR STEELLITE X30 REAR BRAKE DRUMS			-60
	REAR BRAKE DUST SHIELDS			10
	SKF SCOTSEAL PLUS XL REAR OIL SEALS			
	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			
	SYNTHETIC 75W-90 REAR AXLE LUBE			
Rear Suspension				
Maria de la companya	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION			160
	AIRLINER HIGH POSITION RIDE HEIGHT			
	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP			
	51 INCH AXLE SPACING			
	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE			
	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH			
	SINGLE AIR REAR SUSPENSION LEVELING VALVE			
	TRANSVERSE CONTROL RODS			
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			
Brake System				
	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
	FIBER BRAID PARKING BRAKE HOSE			
	STANDARD BRAKE SYSTEM VALVES			
	STD U.S. FRONT BRAKE VALVE			
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			
	ALUMINUM AIR BRAKE RESERVOIRS MOUNTED INSIDE RAILS	-15		-15
	PULL CABLES ON ALL AIR RESERVOIR(S)			
Trailer Connections				
COLOR CONTROL OF COLOR OF COLO	15 FOOT COILED TRAILER AIR HOSE WITH 12 INCH TRACTOR, 12 INCH TRAILER LEADS	2	constitution and	



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Bob Baldwin
GOLDEN GATE TRUCK CENTER
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OAKLAND, CA 94621
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	Description	Weight Front	Weight Rear	
	36 INCH STAINLESS STEEL SLIDE BAR WITH SPRING TYPE AIR HOSE HANGER	2		
	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER			
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE FRAME MOUNTED AFT CAB			
	15 FOOT PHILLIPS LECTRACOIL DETACHABLE COILED ELECTRICAL CABLE WITH J560 CONNECTOR AND METAL HOUSING ENDS	2		
Wheelbase & Frame				
	5700MM (224 INCH) WHEELBASE			
	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	350	-160	
	1450MM (57 INCH) REAR FRAME OVERHANG			
	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH			
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 131.68 in			
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 127.48 in			
	CALC'D FRAME LENGTH - OVERALL: 299.94 in			
	CALC'D SPACE AVAILABLE FOR DECKPLATE: 95.66 in			
	CALCULATED FRAME SPACE LH SIDE: 0.13 in			
	CALCULATED FRAME SPACE RH SIDE: 34.87 in			
	FLANGED TAPERED END OF FRAME			
	STANDARD WEIGHT ENGINE CROSSMEMBER			
	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
	STANDARD REARMOST CROSSMEMBER			
	HEAVY DUTY SUSPENSION CROSSMEMBER		30	
	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER			
Chassis Equipment				
	LH AND RH BACK OF CAB ACCESS	5	5	
	21 INCH (525MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS			
	16 INCH CHROMED STEEL BUMPER	10		
	CENTER STEP CUTOUT IN BUMPER			
	FRONT TOW HOOKS - FRAME MOUNTED	15		



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GOLDEN GATE TRUCK CENTER
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	Description	Weight Front	Weight Rear	
	SINGLE LICENSE PLATE BRACKET BELOW BUMPER			
	BETTS B-84 PAINTED COILED SPRING HEAVY DUTY MUDFLAP BRACKETS		10	
	NO REAR MUDFLAPS		-15	
	FRONT CAB MOUNTED MUDFLAPS AND HOOD MOUNTED SPLASH SHIELDS			
	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS			
	STAINLESS STEEL QUARTER FENDERS WITHOUT LOGO		40	
Fifth Wheel				
	HOLLAND FW35 ILS 24.0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS	2	20	
	FIFTH WHEEL 356MM (14.0 INCHES) AHEAD OF SUSPENSION CENTERLINE			
	176MM (6.94 INCH) FIFTH WHEEL HEIGHT			
	INBOARD ANGLE - FIFTH WHEEL MOUNTING			
	DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL			
	LH FIFTH WHEEL RELEASE			
Fuel Tanks				
4. Dan Dan Dan Barra	130 GALLON/492 LITER ALUMINUM FUEL TANK - LH	25		
	60 GALLON ALUMINUM HYDRAULIC RESERVOIR, RH WITH 1-1/4 INCH NPT STANDPIPE FITTINGS	60	55	
	25 INCH DIAMETER FUEL TANK(S)			
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			
	FUEL TANK(S) AFT			
	PLAIN STEP FINISH			
	FUEL TANK CAP(S)			
	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		
	EQUIFLO INBOARD FUEL SYSTEM			
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			
Tires				
	GOODYEAR G662 RSA FUEL MAX 295/75R22.5	16	A CONTRACTOR OF THE CONTRACTOR	



14 PLY RADIAL FRONT TIRES (MATCH MARKED)

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Bob Baldwin
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
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	Description	Weight Front	Weight Rear	
	GOODYEAR G399A LHS FUEL MAX 295/75R22.5 14 PLY RADIAL REAR TIRES		16	
Hubs				
4 - 10 % /	CONMET PRESET PLUS ALUMINUM FRONT HUBS	-20		
	CONMET PRESET PLUS ALUMINUM REAR HUBS		-60	
Wheels				
	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-66		
	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-264	
	POLISHED FRONT WHEELS; OUTSIDE ONLY			
	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY			
Cab Exterior				
	122 INCH BBC ALUMINUM CONVENTIONAL CAB			
	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			
	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP			
	AIR CAB MOUNTS			
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			
	LH AND RH EXHAUST MOUNTED EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT WITH INTERIOR GRAB HANDLES			
	BRIGHT FINISH BEZEL WITH STYLIZED TILT HANDLE			
	STAINLESS STEEL GRILLE			
	CHROME HOOD MOUNTED AIR INTAKE GRILLE			
	FIBERGLASS HOOD WITH REINFORCED FENDERS			
	122SD NAMEPLATE			
	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION			
	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		
	SINGLE ELECTRIC HORN			
	DUAL HORN SHIELDS			
	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1040			
	REAR LICENSE PLATE MOUNT END OF FRAME			
	HALOGEN COMPOSITE HEADLAMPS			



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Description	Weight Front	Weight Rear	
LED AERODYNAMIC MARKER LIGHTS		*	
LED ACCENT LIGHTS ON HOOD AIR INTAKES AND LOWER EDGE OF CAB	10		
RECTANGULAR AMBER FOG LIGHTS RECESSED IN BUMPER	6		
DAYTIME RUNNING LIGHTS			
FREIGHTLINER LED STOP/TAIL/TURN/BACKUP LIGHTS BY TRUCK-LITE		5	
STANDARD FRONT TURN SIGNAL LAMPS			
(2) FLUSH UTILITY LIGHTS MOUNTED BACK OF CAB/SLEEPER	6		
DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE			
DOOR MOUNTED MIRRORS			
102 INCH EQUIPMENT WIDTH			
LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			
RH DOWN VIEW MIRROR			
STANDARD SIDE/REAR REFLECTORS			
REAR REFLECTIVE DEVICE			
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER			
STAINLESS STEEL EXTERIOR SUN VISOR	19		
20X36 INCH TINTED REAR WINDOW			
TINTED DOOR GLASS			
RH AND LH ELECTRIC POWERED WINDOWS			
2-PIECE TINTED CURVED BONDED WINDSHIELD			
8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			

OPAL GRAY CHAPARRAL VINYL INTERIOR

CLASSIC SLATE GRAY HARD TRIM

LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE

RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE

CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION

FORWARD ROOF MOUNTED CONSOLE WITH

DOORS RH AND LH

LH AND RH DOOR MAP POCKETS



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Description	Weight Front	Weight Rear	
COAT HOOK(S) IN CAB			
(3) CUP HOLDERS, LH, CENTER AND RH DASH, AND THERMOS HOLDER FLOOR/TUNNEL MOUNTED			
AGATE/SLATE GRAY WING DASH			
HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL			
HVAC DUCTING WITH MAIN FRESH AIR FILTER			
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			
STANDARD HEATER PLUMBING			
DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			
RADIATOR MOUNTED AIR CONDITIONER CONDENSER			
BINARY CONTROL, R-134A			
CAB PREMIUM NOISE ABATEMENT AND INSULATION			
AUTOMATIC SELF-RESET CIRCUIT BREAKERS			
12V NEGATIVE GROUND ELECTRICAL SYSTEM			
DOOR ACTIVATED DOME/RED MAP LIGHTS LH AND RH OVERHEAD, COURTESY LIGHTS IN EACH DOOR, UPPER REAR DOME LIGHT AND FOOT WELL LIGHTS LH AND RH WITH DASH SWITCHES			
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			
(3) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH			
TRIANGULAR REFLECTORS WITHOUT FLARES	10		
ELITE HIGH BACK AIR SUSPENSION DRIVER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	20		
ELITE HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	40	15	
DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		
BLACK MORDURA CLOTH DRIVER SEAT COVER			
BLACK MORDURA CLOTH PASSENGER SEAT			



COVER

Prepared by:
Bob Baldwin
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 510-632-3535

Description

Weight Front Weight

3

3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN

18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL

DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

BRIGHT ARGENT FINISH GAUGE BEZELS

BANDON DRIFTWOOD DRIVER INSTRUMENT PANEL

BANDON DRIFTWOOD CENTER INSTRUMENT PANEL

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS

97 DB BACKUP ALARM

ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)

KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, WHITE FACE GAUGES, DIAGNOSTICS AND DATA LINKED

HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH

2 INCH ELECTRIC FUEL GAUGE

GAUGE

PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE

DUAL REAR AXLE TEMPERATURE GAUGES FOR TANDEM AXLES

ELECTRICAL ENGINE COOLANT TEMPERATURE

2 INCH TRANSMISSION OIL TEMPERATURE

GAUGE

ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER



Prepared by:
Bob Baldwin
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 510-632-3535

	Description	Weight Front	Weight Rear	
The Later of Marie	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			
	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5		
	ELECTRIC ENGINE OIL PRESSURE GAUGE			
	OVERHEAD INSTRUMENT PANEL			
	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10		
	DASH MOUNTED RADIO			
	(2) RADIO SPEAKERS IN CAB			
	POWER AND GROUND WIRING PROVISION OVERHEAD			
	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			
	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM			
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			
	STANDARD VEHICLE SPEED SENSOR			
	ELECTRONIC 3000 RPM TACHOMETER			
	NO VEHICLE PERFORMANCE MONITOR	-5		
	IGNITION SWITCH CONTROLLED ENGINE STOP			
	BW TRACTOR PROTECTION VALVE			
	TRAILER HAND CONTROL BRAKE VALVE			
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			
	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS			
	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			
	GROTE TURN SIGNAL SWITCH WITH DIMMER			
	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER			
	NO MISCELLANEOUS GAUGES			
Design				
	PAINT: ONE SOLID COLOR			
	TAMEL OF COLOR			



Color

Prepared by: Bob Baldwin **GOLDEN GATE TRUCK CENTER** 8200 BALDWIN STREET OAKLAND, CA 94621 Phone: 510-632-3535

Description

Weight Front Weight Rear

CAB COLOR A: L0006EB WHITE ELITE BC

BLACK, HIGH SOLIDS POLYURETHANE CHASSIS

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES

CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

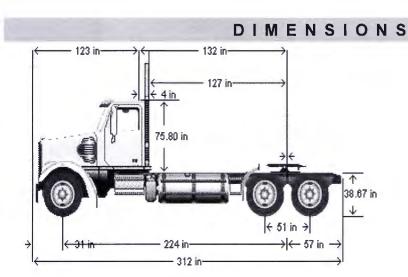
Weight Summary			
pall these	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	9556 lbs	7299 lbs	16855 lbs
Total Weight ⁺	9556 lbs	7299 lbs	16855 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



Prepared by:
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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	
Wheelbase (545)	
Rear Frame Overhang (552)	1450MM (57 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) HOLLAND F	W35 ILS 24.0 INCH AIR SLIDE FIFTH WHEEL - 2 INCH SLIDE INCREMENTS
Mounting Location (577)FI	FTH WHEEL 356MM (14.0 INCHES) AHEAD OF SUSPENSION CENTERLINE
Maximum Forward Position (in)	
Maximum Rearward Position (in)	10
Amount of Slide Travel (in)	24
Slide Increment (in)	2
Desired Slide Position (in)	
, ,	122 INCH BBC ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) RH OUTBOARD UNDER WITH DUAL CAB MOUNTED VERTICAL TAILPIPE	R STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY S



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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	123.3
Bumper to Centerline of Front Axle (BA)	31.0
Back of Cab to Centerline of Rear Axle(s) (CA)	131.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	127.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	4.2
Back of Cab to End of Frame	188.7
Cab Height (CH)	75.8
Fifth Wheel to Centerline of Rear Axle(s) (FW)	0.0
Wheelbase (WB)	224.0
Frame Overhang (OH)	57.0
Overall Length (OAL)	312.0
Rear Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	38.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Date: May 19, 2016

From: Susan Warner, Diversion Manager/Assistant

General Manager

Title: Long Term Facility Needs Design and

Environmental Review Update

Finance Manager/Controller-Treasurer General Manager/CAO N/A Legal Counsel

RECOMMENDATION

Staff recommends the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

This project relates to Goal A, Fund and Implement 75% Diversion of Waste from Landfills and Goal B, Complete Fact Finding Process for Salinas Area Materials Recovery Center (SAMRC).

FISCAL IMPACT

The Capital Project Budget 9804 has three purchase orders currently encumbered, including \$811,176 to AECOM for design services and completion of the environmental review; \$5,400 to Monterey County Surveyors for a survey of the Harrison Road property, and \$80,000 for the first option payment and establishment of an escrow account for the Harrison Road property. Through the end of April, a total of \$32,730 has been expended to AECOM and for SVR staff time. The initial \$75,000 option payment has been made and an escrow account in the amount of \$5,000 has been established.

The costs for AECOM and SVR staff time are shared between SVR (67%) and Global OrganicS Energy (33%). GOE has provided the initial \$25,000 deposit toward its portion of the costs.

BACKGROUND

Based in part on the recommendation made by the Citizens Advisory Group, the Board of Directors at the November 19, 2015 meeting approved the following five Project Scenarios to be studied under the California Environmental Quality Act, as well as through economic and risk analysis.

- 1) <u>Transfer Station/Materials Recovery Center and GOE Clean Fiber OrganicS Recovery System</u>
 - a) Harrison Road at Sala Road
- 2) <u>Transfer Station/Materials Recovery Center only</u>
 - a) Sun Street transfer station
 - b) Harrison Road at Sala Road
 - c) Crazy Horse landfill
 - d) Transfer services to GOE facility

- 3) GOE Clean Fiber OrganicS Recovery System only
 - a) Harrison Road at Sala Road
 - b) Johnson Canyon landfill
- 4) No Salinas Area Facility (City Manager's Solid Waste Study Recommendation)
 - a) All North county and Salinas waste to Monterey Peninsula Landfill (MPL) for burial or processing
 - b) All public services shifted to MPL
- 5) No Project
 - a) Sun Street transfer station remains with minor improvements
 - b) Continue discussion with Monterey Regional Waste Management District for processing options

Also at the November meeting, agreements were approved with AECOM for preparation of the Environmental Impact Report, and with Global OrganicS Energy (GOE) to fund 33% of the cost of the environmental review.

During the January 2016 meeting, the Board authorized a three-year Option Agreement to secure rights to purchase the Harrison Road property.

Public outreach has begun with a presentation made to the Government Review Committee of the Salinas Valley Chamber of Commerce and various school groups. The full public outreach plan will be presented to the Board at its June 2016 Board meeting.

DISCUSSION & ANALYSIS

Since December AECOM and Authority staff have been working on conceptual site plans for the Sun Street transfer station, Johnson Canyon and Crazy Horse Landfills. The land survey, biological and archeological assessments of the Harrison Road property have been completed.

Communication with the General Manager of the Monterey Regional Waste Management District (MRWMD) has been ongoing and the following Interagency collaboration topics and questions were included in communication to MRWMD and discussed at the Board's April 21, 2016 meeting: merger and joint governance, shared or contractual services, use of the Global OrganicS Energy Clean Fiber Recovery System, landfill disposal of a portion of SVR waste, and contracted waste processing services.

The letter was received by the MRWMD Board at its April 22 meeting and a subcommittee was formed to discuss the topics and shape the District's response.

Report to the Board of Directors

Date: May 19, 2016

From: Ray Hendricks, Finance Manager

Title: A Resolution Ratifying the Approval of the

Operating Budget and Capital Improvement Projects Budget and Consolidating all Mid-Year Budget Adjustments for Fiscal Year 2015-16 ITEM NO. 16

Finance Manager/Controller-Treasurer

Legal Counsel

General Manager/CAC

RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution. This item will ensure that the proper budget approvals are on file.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item to consolidate all budgetary actions for auditing purposes.

FISCAL IMPACT

There is no fiscal impact for this item. The Board has previously approved the FY 2015-16 budget as well as all of the adjustments contained in the Final Budget.

DISCUSSION & ANALYSIS

In September 2015, the staff report for the FY 2015-16 Budget for Grants and Capital Improvement Projects contained an error in the formula subtotals/totals. This was corrected in the presentation shown to the Board at that pertinent meeting. To ensure that SVR is in compliance with its purchasing and financial policies, staff is requesting ratification of the final budget and consolidation of all the previous adjustments for the fiscal year.

BACKGROUND

The following is a list of the budget items approved by the board for FY 2015-16.

FY 2015-16 Budget	May 20, 2015
CIP Carryover Budget	September 17, 2015
HHW Grant	September 17, 2015
Tire Amnesty Grant	September 17, 2015
City County Payment Grant	November 19, 2015
Long Range Facilities Needs	November 19, 2015
Harrison Road Purchase Option	January 21, 2016
Mid-Year Budget Adjustments	February 18, 2016
Jolon Road Equipment Purchase	April 21, 2016

ATTACHMENT(S)

- 1. Resolution
- 2. FY 2015-16 Final Operating Budget
- 3. FY 2015-16 Final Budget for Grants and Capital Improvement Projects

RESOLUTION NO. 2016 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY RATIFYING THE APPROVAL OF THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROJECTS BUDGET AND CONSOLIDATING ALL MID-YEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2015-16

WHEREAS, on May 20, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2015-16 operating budget; and,

WHEREAS, on September 17, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved a supplemental appropriation for CalRecycle's FY 15-16 HD25-15-0003 Household Hazardous Waste Grant; and,

WHEREAS, on September 17, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved a supplemental appropriation for CalRecycle's FY 15-16 Local Government Waste Tire Amnesty Grant; and,

WHEREAS, on September 17, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2015-16 Budget for Grants and Capital Improvement Projects; and,

WHEREAS, on November 19, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved a supplemental appropriation for CalRecycle's FY 2014-15 City County Payment Program; and,

WHEREAS, on November 19, 2015, the Board of Directors of the Salinas Valley Solid Waste Authority approved a resolution authorizing budget transfers and the establishing of an account for the Long Term Facility Needs and Global OrganicS Energy Clean Fiber Organic Recovery System Design and Environmental Review; and

WHEREAS, on January 21, 2016, the Board of Directors of the Salinas Valley Solid Waste Authority approved a resolution approving the budget for a purchase option agreement of the parcel at the Intersection of U.S. Highway 101 with Sala and Harrison Roads; and,

WHEREAS, on February 18, 2016, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2015-16 Mid-Year Budget Adjustments; and,

WHEREAS, on April 21, 2016, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Jolon Road Equipment Purchase Capital Improvement Project that was approved as part of the Fiscal Year 2016-17 Budget be funded in Fiscal Year 2015-16; and,

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the approval of the Final Operating Budget for Fiscal Year 2015-16, attached hereto as "Exhibit A" is hereby ratified; and,

BE IT FURTHER RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the approval of the Final Capital Improvement Projects Budget for Fiscal Year 2015-16, attached hereto as "Exhibit B" is hereby ratified; and,

BE IT FURTHER RESOLVED, that the General Manager/CAO is hereby authorized to implement the budget in accordance with the Authority's financial policies.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 19th day of May 2016, by the following vote:

ATTEST:			
		Jyl Lutes, President	
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		

Salinas Valley Solid Waste Authority FY 2015-16 Final Operating Budget

Date Approved	05/20/15	02/18/16	FINAL FY 2015-16 BUDGET
Total Operating Revenues	16,466,200.00	191,400.00	16,657,600.00
Total Operating Expenditures	15,500,000.00	322,598.91	15,822,598.91
Operating Budget Surplus	966,200.00	(131,198.91)	835,001.09
CIP Funded through Operating Budget Surplus	(912,400.00)		(912,400.00)
Use of remaining loan funds for LTD paydown	<u> </u>	162,598.91	162,598.91
Balance Used to Fund Reserves	53,800.00	31,400.00	85,200.00

^{*} Budget shown in Summary Form

Salinas Valley Solid Waste Authority FY 2015-16 Final Budget for Grants and Capital Improvement Projects

Date Approved	05/20/15	09/17/15	11/19/15	01/21/16	02/18/16	04/21/16	FINAL FY 2015-16 CIP BUDGET
Fried 400 Francisco Fried							
Fund 180 - Expansion Fund 180 9003 USDA Autoclave Studies		66.153.42	(66,153.42)				
180 9023 Salinas Area MRC	-	353,414.65	(332,000.00)				21,414.65
180 9024 GOE Autoclave Final Project	-	100,000.00	(332,000.00)				100,000.00
180 9804 Long Range Facility Needs EIR		100,000.00	543,488.00				543,488.00
180 9805 Harrison Road	-	_	-	80,000.00	_	_	80,000.00
Total Fund 180 - Expansion Fund		519,568.07	145,334.58	80,000.00			744,902.65
Total I und 100 - Expansion I und	 -	010,000.01	140,004100				144,002.00
Fund 211 - State Grants							
211 2610 Tire Amnesty Grant	-	25,668.66					25,668.66
211 2620 Cal Recycle - CCPP	-	96,433.15					96,433.15
211 9206 HHW HD25-15-0003		95,523.00					95,523.00
211 9208 Tire Amnesty 2015-16		52,535.00					52,535.00
211 9248 Cal Recycle - 2014-15 CCPP		<u> </u>	62,809.00	-	<u>- </u>		62,809.00
Total Fund 211 - State Grants		270,159.81	62,809.00			-	332,968.81
Fund 216 - Reimbursement Fund		100 500 01			(400 500 04)		
216 9525 JC Equipment Lease/Purchase	-	162,598.91			(162,598.91)		-
216 9802 Autoclave Demonstration Unit	-	143,100.63	007 000 00				143,100.63
216 9804 Long Range Facility Needs EIR			267,688.00	<u> </u>		<u>-</u>	267,688.00
Total Fund 216 - Reimbursement Fund	<u> </u>	305,699.54	267,688.00		(162,598.91)		410,788.63
Fund 221 - USDA Grant							
221 9003 USDA Autoclave Studies	_	6,369.83	_	_	-	-	6,369.83
Total Fund 221 - USDA Grant	-	6,369.83			-	-	6,369.83
Fund 800 - Capital Improvement Projects Fund							
800 9010 JC Roadway Improvements	365,000.00	1,489,726.11					1,854,726.11
800 9102 Segunda Vida (Second Life) Start Up	=	17,734.84			(10,746.00)		6,988.84
800 9103 Closed Landfill Revenue Study	-	32,222.25					32,222.25
800 9254 JC Leachate Handling Sys	30,000.00	-			43,000.00		73,000.00
800 9255 JC LFG System Improvements	25,000.00	=			(25,000.00)		-
800 9316 CH Corrective Action Program	50,000.00	-					50,000.00
800 9501 JC LFG System Improvements	-	55,498.80			(55,379.08)		119.72
800 9502 JC Flare Station Improvements	200,000.00	268,730.14			40,000.00		508,730.14
800 9504 JC Module 456B Liner Improvements	-	10,181.12					10,181.12
800 9506 JC Litter Control Barrier	-	-			>		-
800 9526 JC Equipment Replacement	42,400.00	-			(11,500.00)	000 000 55	30,900.00
800 9602 JR Equipment Purchase	000 000 00	0.000.00			44 500 00	600,000.00	600,000.00
800 9701 SSTS Equipment Replacement	200,000.00	2,388.32			11,500.00		213,888.32
800 9702 SSTS NPDES Improvements		12,062.07			<u> </u>		12,062.07
Total Fund 800 - Capital Improvement Projects Fund	912,400.00	1,888,543.65	<u> </u>	<u> </u>	(8,125.08)	600,000.00	3,392,818.57
Total CIP Budget	912,400.00	2,990,340.90	475,831.58	80,000.00	(170,723.99)	600,000.00	4,887,848.49



A REPORT WILL BE GIVEN AT THE MEETING



Marketing Overview

2015-16 Campaign Activities and Impacts

Marketing Goals

- Reach Target Audience(s)
- Increase Awareness & Participation
- Promote Johnson Canyon Open Sundays
- Create Measurable Engagement



Target Audience

- Target audience primarily Hispanic and Spanish-speaking
- Secondary audience is all Englishspeaking adults in eastern Monterey County



Current Outreach - Messages

- Free / Gratis Services
 - Save Money
- Safe & Convenient
 - Safe families + Healthy communities
- Johnson Canyon Landfill & Recycling Center
 - Promote location, services; OPEN SUNDAYS

Current Outreach - Budget

- Annual Marketing Budget \$100,000
 - \$75,000 Brand Awareness Marketing
 - \$25,000 Recycling Education/Outreach
- CalRecycle Grant Funding \$5,000
 - TireAmnesty
- Total Budget \$105,000



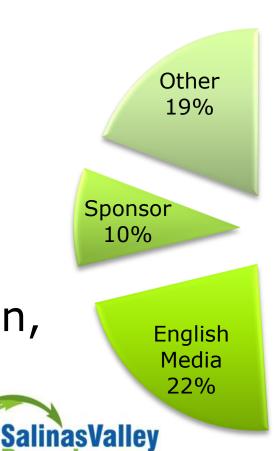
71% (\$79,800)
 invested in media

 10% community sponsorships

 19% PR, production, services Total Marketing Budget

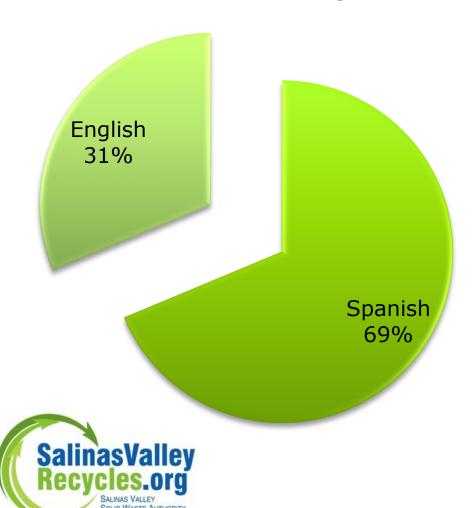
Spanish

Media 49%



Total Media Budget

- Broadcast TV
- Radio
- Digital
- Newspaper



Broadcast TV

Spanish 30's





- English 30's + 10's
- Fox Sports











Broadcast RADIO

 Spanish 60's, 30's + 15's





























Digital/Mobile

- KSBW Mobile News App
- The Weather Channel App
- KCDU & KSEA







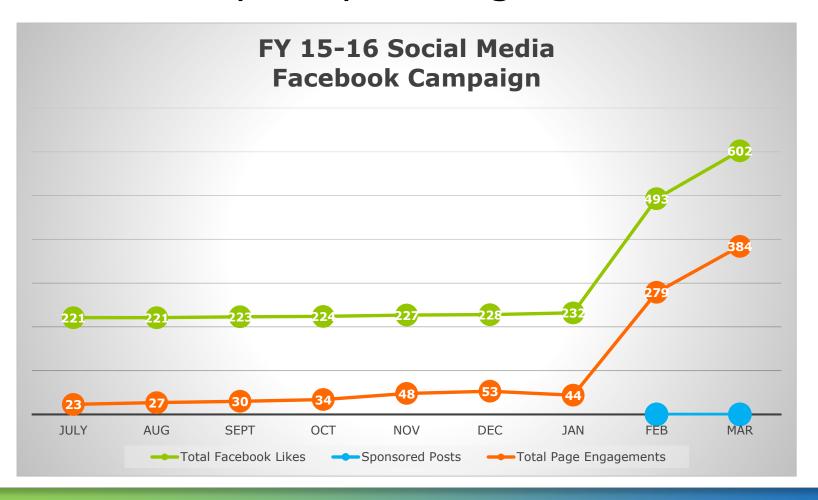
Print/Newspaper

- Salinas Californian
- South County Newspapers
- El Sol
- Auto Shopper
- La Ganga
- Monterey County Weekly



FY 15-16 Social Media

Facebook
 Salinas Valley Recycles.org- SVSWA



FY 15-16 Social Media

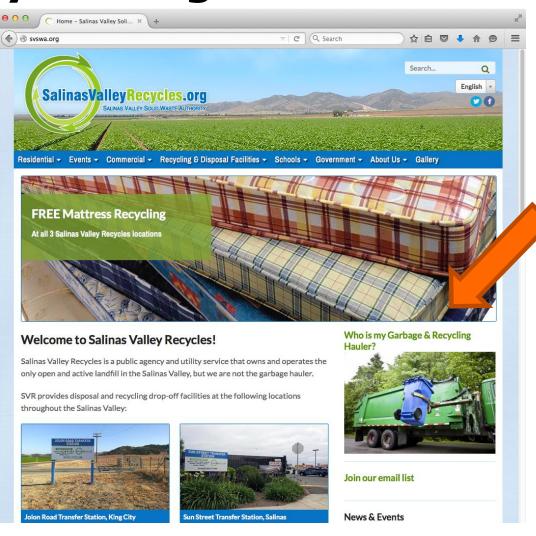
- Twitter
 - 51 Followers
 - 118 Tweets
 - 59 Impressions



New Website

Salinas Valley Recycles.org

- Mobile-Friendly
- Easy to Update
- Easy to Navigate
- Easy Referrals



New Television Commercials

- SalinasValleyRecycles.org:10
 - https://youtu.be/e979fs00P9Y
- New Green :10
 - https://youtu.be/k-WboWF2pnQ
- JCL Sundays :10
 - https://youtu.be/77GR PdiFkY
- JCL Sundays :30
 - https://youtu.be/P8UKOCzmBmg (Spanish)
 - https://youtu.be/AG905R2QqxY (English)



Earned Media (PR)

- Mandy Brooks' Monthly Recycling Column
- Cart Corral Artist's Reception
- Holiday Tree Recycling





Sponsorships

- Chamber of Commerces
- Salinas Valley Fair
- Rabobank Stadium
- Forbes Ag Summit
- Many More Community Events!

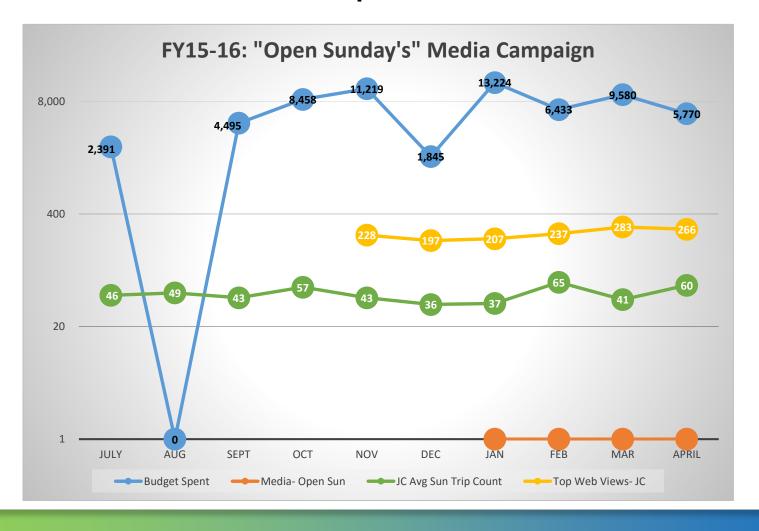






Media Return on Investment

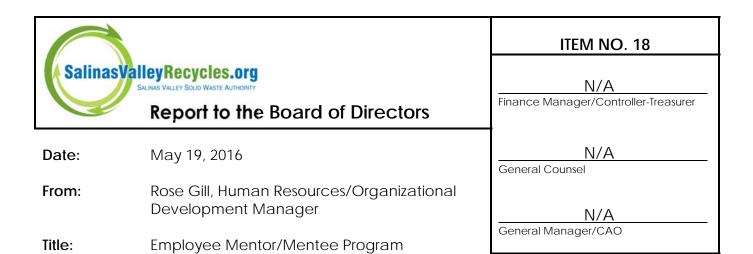
Investment vs. Response



THANK YOU!

Your Salinas Valley Recycles Marketing Committee looks forward to your feedback!





A REPORT WILL BE GIVEN AT THE MEETING



MENTEE/MENTOR PROGRAM

Monica Ambriz
Human Resources Generalist



Mentoring is a collaborative mutually beneficial partnership between a Mentor, who possesses greater skills, knowledge and experience. And a Mentee, who is looking to increase his or her skills, knowledge and experience.



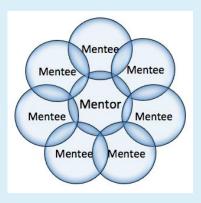
Mentee Benefits

- A mentee is an individual who seeks a trusted advisor, or mentor, to provide direction and help them reach their true potential. We all have aspirations and skills we want to learn.
- Having a mentor is said to be one of the most important keys to success. This is especially true early on but is imperative at any point in your career



Development Areas

- Career Planning
- Problem-Solving Skills
- Decision-Making Skills
- Leadership Skills
- Management Skills
- Interpersonal Skills
- Networking Skills





Process

- Mentee completes an application form, and submits it to their supervisor/manager (Mentor will not be the direct supervisor.)
- Manager will partner with HR to find a good match.
- The next step is for the mentee and mentor to meet and sign the agreement.
- They commit to meeting once a month or more and set goals for the meetings.
- The program last six months.



Current Status

- All Managers and Supervisors have been trained to be a mentor.
- Currently have three mentees taking advantage of the program.





A REPORT WILL BE GIVEN AT THE MEETING



Job Shadowing Program (Buddy Program)

Monica Ambriz Human Resources Generalist

Job Shadowing Program

- Also called the Buddy Program.
- Buddy Assignment Letter
- A buddy is a team member who partners with a new employee during their first month on the job.



Why have a Buddy?

 Assigning new employees a buddy provides them with a trusted and motivated person who will help them feel welcome and affirm their decision to join the department and Salinas Valley Recycles.



What a Buddy is NOT

A buddy is not a mentor or a manager.



A Win/Win/Win Solution

Buddy Benefits	New Employee Benefits	Authority Benefits	
Recognition as a strong performer	One-on-one assistance	Increased employee satisfaction and retention	
Expanded network	Jump-start on networking	Increased employee communication	
Opportunity to motivate others	Single point-of-contact	Enhanced employee development	
A fresh perspective	Knowledge of "how things really get done"	Enhanced quality work processes	
Enhanced leadership and communication skills	Smoother acclimation and onboarding period	Increased employee productivity	



	SVSWA Agenda Items - View Ahead 2016					
	16-Jun	13-Jul RETREAT	18-Aug	I5-Sep	20-Oct	17-Nov
1	Minutes	QTE June Cash & Investments	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	RETREAT	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	STRATEGIC PLANNING	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	Monterey Bay Community Power Project Update	New 3-YEAR GOALS & 6-MONTH	SP Goals Updated 6-Mo. Objectives	Strategic Plan Update	Strategic Plan Update	Strategic Plan Update
5	Update on Ameresco CH Contract & Install + Power Unit at JC (sp)	OBJECTIVES	Monterey Bay Community Power Project Update	Monterey Bay Community Power Project Update	Monterey Bay Community Power Project Update	Monterey Bay Community Power Project Update
6	C&D Processing by SVR/MRWMD Cost/Benefit Analysis (sp)		QTE June Customer Service Survey	FY15-16 Grants & CIP Budget	QTE Sept. Cash & Investments	QTE Sept Tonnage & Diversion Reports
7	PSA for RFP Financial Analysis		QTE June Tonnage & Diversion Reports	2014-15 SVR Annual Report	QTE Sept Facilities Customer Survey Results	Reserves Allocation
8	PSA for RFP Economic Benefits		Wally Waste-Not Awards	Franchise Customer Rate Itemization	2016 Meetings Calendar	Audit Report (EC)
9	Update on Solar Projects at Closed Landfills (sp)		Annual Tonnage & Diversion Performance Report		CAG Annual Report	GM Evaluation
10	Update on Developing a Wind Turbine at JC (sp)				Annual Franchise Haulers Performance Report	
11	Update on Commercial Leases for Cell Towers (sp)					
12	Process for Selling Excess Property at Closed Landfills (sp)					
13	Paintcare Agreement					
14	Investment Policies					
15	Strategic Plan Update			Consent Presentation	1	
16	LRFN Public Outreach Plan for Each Location (sp)			Considerati	ion	
17	Survey Results for SSTS Alternatives (sp)			[Other] (Public Hearing, Recognition, Informational, etc.) (EC) Executive Committee (sp) Strategic Plan Item		