



## **SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS**

January 24, 2109  
AGENDA PACKET

### **Pertaining to the following Scheduled Items:**

01/22/2019

- ITEM B: A PROCLAMATION HONORING TONY BARRERA, MEMBER SINCE JANUARY 2011**  
*Proclamation Added*
- ITEM C: A PROCLAMATION HONORING THOMAS BRUEN, AUTHORITY GENERAL COUNSEL FROM 1997-2018**  
*Proclamation Added*
- ITEM NO. 13: 2018 EMPLOYEE SURVEY RESULTS**  
*PowerPoint Presentation Added*
- ITEM NO. 14: UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENTION TO WITHDRAW FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLD WASTE AUTHORITY AND LONG-TERM FACILITY NEEDS PROJECT IMPLICATION**  
*PowerPoint Presentation Added*  
*SVSWA Letter to City of Salinas Council, November 19, 2018*
- ITEM NO. 15: REQUEST FOR FISCAL YEAR 2019-20 PRELIMINARY BUDGET DIRECTION**  
*PowerPoint Presentation Added*

The "Supplemental Materials" have been added to the end of its corresponding agenda item in the agenda packet.



AGENDA  
Regular Meeting

BOARD OF DIRECTORS

January 24, 2019, 6:00 p.m.  
Gonzales City Council Chambers  
117 Fourth Street, Gonzales, California

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: John M. Phillips  
County: Chris Lopez  
Salinas: Gloria De La Rosa, *Alt. Vice-President*  
Salinas: John Villegas  
Salinas: Christie Cromeenes  
Gonzales: Elizabeth Silva  
Soledad: Marisela Lara  
Greenfield: Andrew Tipton  
King City: Robert S. Cullen, *Vice President*

Alternate Directors

County: Luis Alejo  
Salinas: Joseph D. Gunter  
Gonzales: Scott Funk  
Soledad: Carla Stewart  
Greenfield: Robert White  
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.

ELECTION OF OFFICERS

A. 2019 ELECTION OF OFFICERS – PRESIDENT, VICE PRESIDENT, AND ALTERNATE VICE PRESIDENT

- A. Receive a Report from the Nominating Committee
- B. Public Comment
- C. Board Discussion
- D. Recommended Action – Conduct Elections

RECOGNITIONS

- B. A PROCLAMATION HONORING TONY BARRERA, MEMBER SINCE JANUARY 2011
- C. A PROCLAMATION HONORING THOMAS BRUEN, AUTHORITY GENERAL COUNSEL FROM 1997 TO 2018
- D. NEW EMPLOYEE INTRODUCTION

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 the November 15, 2018 Meeting](#)
- 2. [November 2018 Claims and Financial Reports](#)
- 3. [December 2018 Quarterly Investments Report](#)

4. [Member and Interagency Activity Report for November and December 2018 and Upcoming Events](#)
5. [2018 Fourth Quarter Customer Service Survey Results and Twelve-Month Comparison](#)
6. [Monterey County Health Department, Environmental Health Bureau, Calendar Year 2017 Used Motor Oil and Filter Recycling Program Annual Report](#)
7. [A Resolution Awarding the Agreement for the Johnson Canyon Landfill Module 7 Construction Project \(CIP 9527\) to Wood Brothers Inc. in the Amount of \\$3,679,090.50](#)
8. [A Resolution Awarding the Contract for Construction Quality Assurance for the Johnson Canon Landfill Module 7 Construction Project \(CIP 9527\) to Geosyntec Consultants in the Amount of \\$314,025](#)
9. [A Resolution Approving Change Order No. 1 to the Contract with Randazzo Enterprises for the Johnson Canyon Landfill Grinding of Concrete Materials in the Amount of \\$38,950, and Supplemental Appropriation of \\$8,450](#)
10. [A Resolution Approving a Memorandum of Understanding \(MOU\) with the County of Monterey for Litter Abatement Services for the Amount of \\$100,000 for Calendar Year 2019](#)
11. [A Resolution Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property](#)

#### PUBLIC HEARING

12. [A RESOLUTION APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR THE CRAZY HORSE ORGANICS COLLECTION AND PROCESSING FACILITY PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT](#)
  - A. Receive Report from Brian Kennedy, Engineering and Environmental Compliance Manager
  - B. Public Hearing
  - C. Board Discussion
  - D. Recommended Action – Adopt Resolution

#### PRESENTATION

13. [2018 EMPLOYEE SURVEY RESULTS](#)
  - A. Receive Report from Monica Ambriz, Human Resources Supervisor
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; Informational Only
14. [UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENTION TO WITHDRAW FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLID WASTE AUTHORITY AND LONG-TERM FACILITY NEEDS PROJECT IMPLICATIONS](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; Informational Only

#### CONSIDERATION

15. [REQUEST FOR FISCAL YEAR 2019-20 PRELIMINARY BUDGET DIRECTION](#)
  - A. Receive Report from C. Ray Hendricks, Finance and Administration Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – Provide Direction

#### FUTURE AGENDA ITEMS

16. [AGENDA ITEMS – VIEW AHEAD SCHEDULE](#)

## CLOSED SESSION

Receive public comment from audience before entering into closed session:

17. Pursuant to Government Code Section 54956.8 to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and Interim General Counsel James Sanchez, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA: and 2) Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas CA
18. Pursuant to Government Code Section 54957.6 to provide direction to General Manager/CAO Patrick Mathews for labor negotiations; for all represented units.
19. Pursuant to Government Code Section 54957 (b) to consider the Performance Evaluation of the General Manager/Chief Administrative Officer Patrick Mathews for 2018.
20. Pursuant to Government Code 54957(b) to confer with General Manager/CAO Patrick Mathews and Asst. GM/Ops Manager Cesar Zuñiga, concerning the resignation of the Authority's General Counsel and the appointment/employment of counsel.

## RECONVENE

## ADJOURNMENT

.....  
This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on Friday, January 18, 2019. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, February 21, 2019. 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](http://www.salinasvalleyrecycles.org) ▶ Public Library Branches in Gonzales, Prunedale and Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, 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.*





## Report to the Board of Directors

ITEM NO. A

N/A

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: Patrick Mathews, General Manager/CAO

Title: 2019 Election of Officers

### RECOMMENDATION

Staff recommends that the Board follow the procedure documented in the Authority Code and elect officers for calendar year 2019.

### STRATEGIC PLAN RELATIONSHIP

This is a routine annual item and does not relate to the Board's strategic plan.

### FISCAL IMPACT

None

### DISCUSSION & ANALYSIS

The Nominating Committee was appointed at the November 2018 meeting (Silva and Barrera). Nominating Committee member Silva has provided the recommendation according to the current rotation set by the Authority Code for the 2019 Authority Officers to be as follows:

South County City Representative for President: *Robert Cullen*

City of Salinas Representative for Vice President: *Gloria De La Rosa*

Monterey County Representative for Alternate Vice President: *Chris Lopez*

### Election Procedures:

At the Board meeting, the Board President opens nominations for President. The Nominating Committee nominates an individual, with a second provided by another Board Member. When nominations have concluded, the President will close the nomination for President. The President will then be elected by majority vote through a show of hands.

The procedure is then repeated for the office of Vice President and Alternate Vice President.

In the event of a tie vote for any office, the election will be repeated until a majority vote is determined.

### BACKGROUND

The Joint Powers Authority Agreement and Authority Code provides for the election by the Authority Board for the office of President, Vice President, and Alternate Vice President for a term of one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. Authority Code Sections 2.01.010 and 2.01.011 specify that each elected Office shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey but shall not be from the same member agency's legislative

body. The Authority Code further allows a discretionary appointment of the Immediate Past President to the Executive Committee for a transitional period.

ATTACHMENT(S)

1. Elected Officers History

## Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2019	<i>South County</i>	<i>City of Salinas</i>	<i>County of Monterey</i>
2018	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2017	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2016	Jyl Lutes <sup>1</sup> City of Salinas	Simon Salinas County of Monterey	Richard Perez <sup>2</sup> City of Soledad
2015	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2014	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2013	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas
2012	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Dennis Donohue City of Salinas
2011	Gloria De La Rosa City of Salinas	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales
2010	Gloria De La Rosa City of Salinas	Richard Ortiz <sup>3</sup> City of Soledad	Fernando Armenta County of Monterey
2009	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas	Richard Ortiz City of Soledad
2008	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2007	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2006	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2005	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2004	Fernando Armenta Monterey County	Janet Barnes City of Salinas	George Worthy City of Gonzales
2003	Fernando Armenta Monterey County	Janet Barnes City of Salinas	N/A
2002	Zeke Bañales <sup>4</sup> City of Greenfield	Fernando Armenta Monterey County	N/A
2001	Jan Collins <sup>5</sup> City of Salinas	Zeke Bañales City of Greenfield	N/A
2000	Simon Salinas <sup>6</sup> County of Monterey	Jan Collins City of Salinas	N/A
1999	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1998	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1997	Juan Olivarez City of Salinas	Fabian Barrera City of Soledad	N/A

<sup>1</sup> Was not re-elected to City Council

<sup>2</sup> Was not re-elected to City Council

<sup>3</sup> Was not re-elected to City Council

<sup>4</sup> Was not re-elected to City Council

<sup>5</sup> Declined second term – leaving office at end of year

<sup>6</sup> Left office of County Supervisor



# *Proclamation*

HONORING

## *Mr. Tony Barrera*

**Whereas, Mr. Barrera** has well served the citizens of the Salinas Valley as a Director of the governing Board of the Salinas Valley Solid Waste Authority, which serves the cities of King City, Greenfield, Soledad, Gonzales, Salinas and parts of unincorporated Monterey County, as representative of Monterey County as the Board Director since 1997; and,

**Whereas,** on November 7, 2006 **Mr. Barrera** was elected to the City of Salinas City Council representing as representative of District Two and appointed to the Authority Board of Directors as the Alternate Board Director from January 2011 through December 2012, and then as Director from January 2013 to December 2018; and,

**Whereas, Mr. Barrera** has not only represented his jurisdiction well and faithfully but has also shared his knowledge and experience to ensure judicious actions by the Authority Board for the better interest of all residents of the Salinas Valley and since joining the Authority Board has provided contributions towards the Authority's Mission, Vision, and Values, and working towards a future without landfills; and, has done it professionally and wholeheartedly; and,

**Whereas,** during his service as Director of the Board, **Mr. Barrera** has been instrumental in all significant decisions such as the new search for the relocation of the Salinas Materials Recovery Center/Transfer Station, the implementation of numerous programs and projects reaching towards the goal of diverting 75% of waste from landfills by 2015, the development of a partnership with the Salvation Army for a second-hand clothing outlet, the continued pursuit to develop renewable energy projects at Authority landfills, the take-over of the Johnson Canyon Landfill and the Jolon Road Transfer Station operations from private contractors, the approval of the issuance of the Revenue Bonds, approval of a sustainable revenue model, the formation of a Citizens Advisory Group, and many actions that led to the refunding of the Revenue Bonds resulting in millions of dollars in savings to the Authority, the progress to develop new programs to help meet new state mandates addressing commercial organics recycling and short-lived climate pollutants and methane emissions, the restructure of the Management/Staffing that allowed labor cost savings, and actions that have led to the support of programs to help reduce illegal dumping and litter throughout Monterey County, and providing invaluable insight through various issues faced by the agency; and,

**Whereas,** after highlighting some of his major contributions to the Salinas Valley Solid Waste Authority as an agency, it is hereby stated that **Mr. Barrera** has earned the respect and admiration from his fellow Board members, Authority staff and the community for his insight, dedication, humility, professionalism, and contribution to the residents of the Salinas Valley.

**Now, Therefore, Be It Proclaimed,** that the Salinas Valley Solid Waste Authority hereby recognizes **Mr. Tony Barrera** for his exemplary contributions to the Authority's Mission, Vision, and Values, working for a future without landfills, and wishes him well in her future endeavors.

*Dated this 24th day of January 2019*



# Proclamation

HONORING

*Mr. Thomas Bruen*

**Whereas**, some time ago, somewhere a State Bar exam was taken and passed under the name of **Thomas Bruen**, and a Law Firm, Bruen & Gordon, was started; and,

**Whereas**, the Authority Board prides itself in hiring the best, and on August 27, 1997, an agreement took effect between the Authority and Bruen & Gordon for legal services for the recently formed Salinas Valley Solid Waste Authority, which serves the cities of King City, Greenfield, Soledad, Gonzales, Salinas and parts of unincorporated Monterey County; and,

**Whereas**, **Mr. Bruen** a graduate of Harvard Law School has wholeheartedly provided his services as General Counsel to the Authority for 21 years; and,

**Whereas**, **Mr. Bruen** has relentlessly assisted the Authority Board and staff, providing invaluable insight through various issues faced by the agency, and has reviewed countless legal documents, reports, contracts, presentations, policies, minutes, and grant agreements helping guide the Authority; and,

**Whereas**, **Mr. Bruen's** legal advice and assistance has been instrumental in all significant decisions such as the successful closure of Lewis Road Landfill, Jolon Road Landfill and Crazy Horse Landfill, the search for the relocation of the Salinas Materials Recovery Center/Transfer Station, the pre-development of a commercial-scale Autoclave demonstration unit at Johnson Canyon Landfill, the participation in the Regional Solid Waste Study conducted by the Area City Managers Group, the approval of an Enhanced Student Recycling Education Program, the implementation of numerous programs and projects reaching towards the goal of diverting 75% of waste from landfills, the take-over of the Johnson Canyon Landfill and the Jolon Road Transfer Station operations from private contractors, the approval of the issuance of the Revenue Bonds, approval of a sustainable revenue model, and many actions that led to the refunding of the Revenue Bonds resulting in millions of dollars in savings to the Authority, the progress to develop new programs to help meet new state mandates addressing commercial organics recycling and short-lived climate pollutants and methane emissions, the restructure of the Management/Staffing that allowed labor cost savings, and actions that have led to the support of programs to help reduce illegal dumping and litter throughout Monterey County; and,

**Whereas**, for all the aforementioned and much more, **Mr. Bruen's** dedication, professionalism, patience, and constant judicial voice of reason will be greatly missed by the Authority Board and Staff; and,

**Now, Therefore, Be It Proclaimed**, that the Salinas Valley Solid Waste Authority hereby recognizes **Mr. Thomas Bruen** for his exemplary services to the Authority's and wishes him well in his future endeavors.

*Dated this 24th day of January 2019*

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R. Patrick Mathews, General Manager/CAO

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Board President

MINUTES OF  
THE SALINAS VALLEY SOLID WASTE AUTHORITY  
BOARD MEETING  
NOVEMBER 15, 2018

CALL TO ORDER

President Salinas called the meeting to order at 6:01 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Simon Salinas, President
County of Monterey	John M. Phillips
City of Salinas	Tony Barrera
City of Salinas	Gloria De La Rosa, Alt. Vice President
City of Salinas	Kimbley Craig
City of Gonzales	Elizabeth Silva
City of Soledad	Carla Stewart (Alternate)
City of King	Robert Cullen, Vice President
City of Greenfield	Avelina Torres

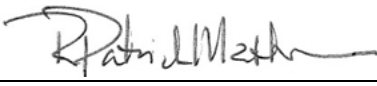
The following Board Directors were absent:

City of Soledad	Christopher K. Bourke
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Staff Members Present:

Patrick Mathews, General Manager/CAO  
Cesar Zuñiga, Asst. GM/Operation Manager  
Ray Hendricks, Finance and Administration  
Manager  
Mandy Brooks, Resource Recovery Manager

Brian Kennedy, Engineering and Environmental  
Compliance Manager  
Erika J. Trujillo, Clerk of the Board  
Thomas Bruen, General Counsel

ITEM NO. 1
Agenda Item

General Manager/CAO
<i>T. Bruen by et</i>
General Counsel Approval

MEETING ANNOUNCEMENTS

(6:02) President Salinas announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:02) General Manager/CAO Patrick Mathews wished the Board a happy Americas Recycles Day. He commented on the support of the Executive Committee to cancel the December meetings as there are no vital Board action items pending.

DEPARTMENT MANAGER COMMENTS

(6:03) Resource Recovery Manager Brooks commented on the completed Board of Directors video that was playing prior to the meeting commencing and thanked the Board for their participation.

BOARD DIRECTORS COMMENTS

(6:04) Director Silva wished everyone a Happy Thanksgiving.

PUBLIC COMMENT

(6:04) None

RECOGNITIONS

(6:04) General Manager/CAO Mathews presented proclamations to the following exiting Board members honoring their service with the Authority Board.

- A. President Simon Salinas, member since January 1997
- B. Director Avelina Torres, member since December 2014
- C. Director Kimbley Craig, member since December 2016
- D. Director Christopher Bourke, member since January 2017 (absent)

Board Comments: Director Torres thanked the Authority staff for all their work. Director Craig expressed her appreciation for the efforts to bring her up to speed. President Salinas thanked the Directors for their service.

Public Comment: None

#### CONSENT AGENDA (6:09)

- 1. Minutes of October 18, 2018, Special Meeting
- 2. September 2018 Claims and Financial Reports
- 3. Member and Interagency Activity Report for October 2018 and Upcoming Events
- 4. Tonnage and Diversion Report for the Quarter Ended September 30, 2018
- 5. Resolution No. 2018-37 Approving the Allocation of Cash Balances for Fiscal Year 2017-18, and Supplemental Appropriation for Pay Down of CalPERS Unfunded Actuarial Liability and Monterey County Litter Abatement Program
- 6. Resolution No. 2018-38 Approving the Strategic Plan and the Strategic Plan Actions through October 24, 2019
- 7. Resolution No. 2018-39 Awarding the Purchase of a New Composting Aeration and Control Equipment and Approving A Professional Services Agreement for Installation to Green Mountain Technologies, Inc. For the Amount Of \$331,191.00
- 8. Notification of the Release of a Request for Bids for The Johnson Canyon Landfill Module 7 Construction Project (CIP 9527)
- 9. Citizens Advisory Group Annual Report
- 10. Resolution No. 2018-40 Awarding the Agreement to Cascadia Consulting Group to Conduct Waste Characterization Study for the Amount of \$154,383.00

Board Comments: None

Public Comment: None

Motion: Director Craig made a motion to approve the consent agenda as presented. Director Silva seconded the motion.

Votes: Motion carried 9,0

Ayes: Salinas, Cullen, De La Rosa, Silva, Barrera, Craig, Torres, Phillips, Stewart (Alt.)

Noes: None

Abstain: None

Absent: Bourke

#### PRESENTATION

##### 11. RECYCLING RECOGNITION

(6:09) Resource Recovery Manager Brooks presented a Recycling Recognition to Maury Treleven whom was selected by the Resource Recovery team for her commitment and personal commitment to reducing waste in the South Monterey County. Mr. Brooks summarized Mrs. Treleven's background, experience, and dedication. (6:12) Mr. Treleven thanked the Resource Recovery staff for their work and for her recognition.

Board Comments: The Board commended Mrs. Treleven for her work and dedication.  
Public Comment: None  
Motion: None; Information only

### CONSIDERATION

#### 12. APPOINTMENT OF NOMINATING COMMITTEE FOR THE 2019 ELECTION OF OFFICERS

(6:16) General Manager/CAO Mathews explained the current rotation according to the Authority Joint Powers Agreement. President Salinas requested for two volunteers.

Board Comments: The Board discussed the current rotation.  
Public Comment: None  
Motion: Director Phillips made a motion to nominate Director Silva and Director Barrera to the Nominating Committee. Director Torres seconded the motion.  
Votes: Motion carried 9,0  
Ayes: Salinas, Cullen, De La Rosa, Silva, Barrera, Craig, Torres, Phillips, Steward (Alt.)  
Noes: None  
Abstain: None  
Absent: Bourke

13. COST ANALYSIS FOR PROCESSING CONSTRUCTION AND DEMOLITION, ORGANIC, AND WOOD MATERIAL  
(6:18) Assistant General Manager/Operations Zuñiga reported on the updated current process and cost for the recovery of construction and demolition, wood, and organics, as part of the Authority's overall organic's diversion program expansion. He explained the new state mandates that will impact the current process and detailed alternative options available to process the materials and the cost for each option.

Board Comments: The Board discussed the report.  
Public Comment: Tim Flanagan, General Manager of the Monterey Regional Waste Management District (District) comment on the capacity of the District's Material Recovery Facility to handle mixed construction and demolition material. He indicated is looking forward to working with Authority staff on discussions of collaboration opportunities.  
Motion: By Consensus the Board defer this item until after the Memorandum of Understanding discussions are finalized.

#### 14. COLLABORATION MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

(6:37) General Manager/CAO Mathews informed the Board that the City Council of Salinas had just posted an agenda item scheduled for their November 20 meeting to consider the submittal of a one-year notice of intent to withdrawal from the Joint Powers Agreement with the Authority. He indicated that some of the collaboration opportunities within the MOU might be affected by the Salinas withdrawal, however at this time the full extent of impacts to MOU related actions and SVR ratepayers is not fully known. Mr. Mathews explained that the stakeholders meeting took place on November 13, with the group providing feedback on the MOU. MOU Version 5 being presented contained the changes requested and agreed to by the group, including the City of Salinas representatives.

Board Comments: The Board discussed the presentation inquiring about the Districts approval of the MOU, clarity of obligations for each party, and requested



consideration of rate increases and employment loss when discussing the agreements of the MOU.

- Public Comment: Tim Flanagan, General Manager of the Monterey Regional Waste Management District (District) indicated the MOU is scheduled for the District's Board meeting on November 30. He stated District staff would be developing the MOU report within the week recommending approval of the MOU.
- Staff Comments: Mr. Mathews indicated the agreement negotiations will be discussed considering impacts of implementation, cost, and benefits. He recommended quarterly progress updates for each individual option to keep the Board informed.
- Legal Counsel: Mr. Bruen explained that the process for the negotiation of disposal agreements will include commitments for each party such as cost, length of agreement, contamination issues, rate increases, and cost increases. He indicated that the intricate issues of assuring the bond payment requirements and waste flow that are required by the Authorities Joint Powers Agreement would be detailed within the agreements.
- Motion: Director Barrera made a motion to approve the MOU as presented. Director Cullen seconded the motion.
- Votes: Motion carried 9 ,0
- Ayes: Salinas, Phillips, De La Rosa, Barrera, Craig, Silva, Torres, Cullen, Stewart (Alt.)
- Noes: None
- Abstain: None
- Absent: Bourke

15. LONG-TERM FACILITY NEEDS ENVIRONMENTAL IMPACT REPORT, REVISED PROJECT DESCRIPTION FOR MADISON LANE TRANSFER STATION

(7:03) General Manager/CAO Mathews informed the Board that it was brought to the attention of the Authority staff that Republic Services, waste hauler for the City of Salinas, was currently in negotiations with Waste Management Inc., owner of the Madison Lane Transfer Station for the purchase of the property, consequently affecting the Project Description requested by the Board at its October 18, 2018 Strategic Planning retreat and being presented at this meeting. Mr. Mathews recommended this item be deferred until the January 2019 Board meeting to allow Authority staff to obtain more information and revise the project description accordingly.

- Board Comments: The Board discussed the information provided.
- Public Comment: None
- Motion: Director Craig made a motion to defer the item until the January 2019 Board meeting. Director De La Rosa seconded the motion.
- Votes: Motion carried 9,0
- Ayes: Salinas, Phillips, De La Rosa, Barrera, Craig, Silva, Torres, Cullen, Stewart (Alt.)
- Noes: None
- Abstain: None
- Absent: Bourke

FUTURE AGENDA ITEMS

16. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(7:06) The Board reviewed the future agenda items. Director Craig commented on the review of administrative agreements, recommending Request for Bids to be released.

CLOSED SESSION

(7:00) President Salinas invited public comment related to the following closed session item:

17. Pursuant to Government Code Section 54957 (b) to consider the Performance Evaluation of the General Manager/Chief Administrative Officer Patrick Mathews.
18. Pursuant to Government Code Section 54956.8 to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and Legal Counsel Tom Bruen, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, California; and 2) Waste Management, Inc Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California.

Public Comment:      None

(7:00) President Salinas adjourned the meeting into closed session to discuss Item Nos. 17 and 18.

RECONVENE



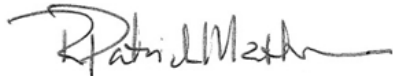
(7:23) President Salinas reconvened the meeting to open session with no reportable action taken in closed session.

ADJOURNED

(7:24) President Salinas adjourned the meeting.

APPROVED: \_\_\_\_\_  
President of the Board

Attest: \_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 2</p>
<p>Date: January 24, 2019</p> <p>From: C. Ray Hendricks, Finance and Administration Manager</p> <p>Title: November 2018 Claims and Financial Reports</p>	<p></p> <p>Finance and Administration Manager/Controller-Treasurer</p> <p></p> <p>General Manager/CAO</p> <p>N/A</p> <p>General Counsel</p>

## RECOMMENDATIONS

The Executive Committee recommends acceptance of the November 2018 Claims and Financial Reports.

## DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of November for a summary of the Authority's financial position as of November 30, 2018. The following are highlights of the Authority's financial activity for the month of November.

### Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of November 2018, operating expenditures exceeded revenues by \$95,410. This is due to CalPERS Unfunded Actuarial Liability paydown of \$1,002,527. Fiscal year 2018-19 to date operating revenues exceeded expenditures by \$668,426.

### Revenues (Consolidated Statement of Revenues and Expenditures)

After five months of the fiscal year, (41.667% of the fiscal year), revenues total \$9,823,068 or 49.8% of the total annual revenues forecast of \$19,720,275. November Tipping Fees totaled \$1,312,572 and for the year to date totaled \$6,528,011, or 51.5% of the forecasted total of \$12,672,500.

### Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of November 30, (41.667% of the fiscal year), year-to-date operating expenditures total \$9,154,641. This is 46.0% of the operating budget of \$19,913,000.

### Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of November 2018, capital project expenditures totaled \$412,635. \$231,960 was for the Organics Program. \$89,500 was for the Concrete Grinding Project. \$53,071 was for Johnson Canyon Module 7 Engineering & Construction. \$21,171 was for the Sun Street Transfer Station Equipment Replacement.

### Claims Checks Issued Report

The Authority's Checks Issued Report for the month of November 2018 is attached for review and acceptance. November disbursements total \$1,376,344.43 of which \$456,104.99 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 November 2018.

Vendor	Services	Amount
Olympic Wire & Equipment, Inc.	Food Waste De-packaging System	\$142,878.37
Randazzo Enterprises, Inc.	JC Concrete Grinding	\$89,500.00
Coast Counties Truck & Equipment Co.	2019 Peterbilt 337 Chassis with Refrigerated Van Body & Other Vehicle Maintenance Supplies	\$75,023.12
Vision Recycling Inc.	SS & JC Greenwaste Processing	\$70,333.88
Waste Management Inc.	Salinas Franchise Waste Transportation	\$60,990.11

### Cash Balances

The Authority's cash position decreased \$ 155,929.97 during November to \$ 27,369,337.88. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

#### Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,292,613.72
State & Federal Grants	(234,398.04)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-
BNY - Sub Pmt Cap One 2014 Eq Lease	-
GEO Deposit (CEQA)	(16,064.59)

#### Funds Held in Trust:

Central Coast Media Recycling Coalition	131,098.04
Employee Unreimbursed Medical Claims	7,158.80

#### Committed by Board Policy:

AB939 Services	629,786.91
Designated for Capital Projects Reserve	2,969,712.87
Designated for Environmental Impairment Reserve	1,148,432.29
Designated for Operating Reserve	1,148,432.29
Expansion Fund (South Valley Revenues)	8,337,255.02

#### Assigned by Budget:

Assigned for Capital Projects	8,620,592.24
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#### Available for Operations:

334,718.33

#### Total

27,369,337.88

### ATTACHMENTS

1. November 2018 Consolidated Statement of Revenues and Expenditures
2. November 2018 Consolidated Grant and CIP Expenditures Report
3. November 2018 Checks Issued Report



# Salinas Valley Solid Waste Authority

## Consolidated Statement of Revenues and Expenditure

### For Period Ending November 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	12,672,500	1,312,572	6,528,011	51.5 %	6,144,489	0	6,144,489
Tipping Fees - Surcharge	1,849,550	175,935	885,842	47.9 %	963,708	0	963,708
Tipping Fees - Diverted Materials	2,029,525	175,505	1,051,382	51.8 %	978,143	0	978,143
AB939 Service Fee	2,319,700	193,308	966,540	41.7 %	1,353,160	0	1,353,160
Charges for Services	144,000	7,877	76,774	53.3 %	67,226	0	67,226
Sales of Materials	265,000	26,314	99,332	37.5 %	165,668	0	165,668
Gas Royalties	240,000	0	70,394	29.3 %	169,606	0	169,606
Investment Earnings	200,000	6,120	128,591	64.3 %	71,409	0	71,409
Other Non-Operating Revenue	0	0	16,200	0.0 %	(16,200)	0	(16,200)
<b>Total Revenue</b>	<b>19,720,275</b>	<b>1,897,631</b>	<b>9,823,068</b>	<b>49.8 %</b>	<b>9,897,207</b>	<b>0</b>	<b>9,897,207</b>
<b><u>Expense Summary</u></b>							
Executive Administration	508,900	77,982	197,010	38.7 %	311,890	2,766	309,124
Administrative Support	465,100	71,103	222,492	47.8 %	242,608	99,530	143,078
Human Resources Administration	224,200	35,513	95,158	42.4 %	129,042	2,866	126,175
Clerk of the Board	195,400	31,726	86,088	44.1 %	109,312	3,219	106,093
Finance Administration	875,500	169,806	387,773	44.3 %	487,727	14,888	472,839
Operations Administration	536,700	91,622	217,253	40.5 %	319,447	11,877	307,570
Resource Recovery	1,119,200	208,457	483,722	43.2 %	635,478	5,382	630,096
Marketing	75,000	500	7,175	9.6 %	67,825	63,220	4,605
Public Education	228,500	13,145	41,388	18.1 %	187,112	55,920	131,192
Household Hazardous Waste	886,200	166,617	333,918	37.7 %	552,282	221,800	330,482
C & D Diversion	150,000	0	34,636	23.1 %	115,364	115,364	0
Organics Diversion	1,037,900	70,334	297,866	28.7 %	740,034	615,660	124,374
Diversion Services	10,000	3,750	7,650	76.5 %	2,350	0	2,350
JR Transfer Station	543,200	69,850	225,938	41.6 %	317,262	73,247	244,016



# Salinas Valley Solid Waste Authority

## Consolidated Statement of Revenues and Expenditure

### For Period Ending November 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Recycling Operations	195,000	31,164	67,593	34.7 %	127,407	1,922	125,486
ML Transfer Station	500,000	60,990	288,444	57.7 %	211,556	264,273	(52,717)
SS Disposal Operations	1,174,600	192,725	550,990	46.9 %	623,610	135,720	487,890
SS Transfer Operations	1,284,100	148,357	535,115	41.7 %	748,985	298,973	450,012
SS Recycling Operations	851,100	131,721	346,258	40.7 %	504,842	71,881	432,962
JC Landfill Operations	2,856,300	268,928	1,162,097	40.7 %	1,694,203	828,571	865,632
JC Recycling Operations	437,400	63,010	155,809	35.6 %	281,591	10,237	271,354
Crazy Horse Postclosure Maintenance	546,600	11,920	141,364	25.9 %	405,236	141,031	264,205
Lewis Road Postclosure Maintenance	243,400	5,886	69,947	28.7 %	173,453	58,663	114,790
Johnson Canyon ECS	333,300	29,809	107,693	32.3 %	225,607	125,988	99,619
Jolon Road Postclosure Maintenance	241,800	561	132,091	54.6 %	109,709	18,203	91,506
Sun Street ECS	191,500	9,420	29,082	15.2 %	162,418	45,200	117,218
Debt Service - Interest	1,550,600	0	796,764	51.4 %	753,836	0	753,836
Debt Service - Principal	2,383,200	0	1,993,616	83.7 %	389,584	0	389,584
Closure Set-Aside	268,300	28,145	139,711	52.1 %	128,589	0	128,589
Total Expense	19,913,000	1,993,041	9,154,641	46.0 %	10,758,359	3,286,400	7,471,958
Revenue Over/(Under) Expenses	(192,725)	(95,410)	668,426	-346.8 %	(861,151)	(3,286,400)	2,425,249



# Salinas Valley Solid Waste Authority

## Consolidated Grant and CIP Expenditure Report

### For Period Ending November 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b>Fund 180 - Expansion Fund</b>							
180 9804 Long Range Facility Needs EIR	352,431	3,125	17,035	4.8 %	335,395	335,460	(65)
180 9806 Long Range Financial Model	55,620	2,651	6,427	11.6 %	49,193	20,808	28,385
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
<b>Total Fund 180 - Expansion Fund</b>	<b>508,051</b>	<b>5,776</b>	<b>23,463</b>	<b>4.6 %</b>	<b>484,588</b>	<b>356,268</b>	<b>128,320</b>
<b>Fund 211 - Grants</b>							
211 9213 Tire Amnesty 2017-18	21,032	336	6,475	30.8 %	14,557	1,800	12,757
211 9214 Organics Program 2016-17	1,146,717	231,960	311,347	27.2 %	835,370	14,224	821,146
211 9216 AB2766 Motor Vehicle Emission Re	379,335	0	0	0.0 %	379,335	0	379,335
211 9247 Cal Recycle - CCPP	72,858	83	934	1.3 %	71,925	0	71,925
211 9252 Cal Recycle - 2016-17 CCPP	26,196	3,085	6,144	23.5 %	20,052	0	20,052
211 9253 Cal Recycle - 2017-18 CCPP	21,782	550	550	2.5 %	21,232	0	21,232
<b>Total Fund 211 - Grants</b>	<b>1,667,921</b>	<b>236,014</b>	<b>325,449</b>	<b>19.5 %</b>	<b>1,342,471</b>	<b>16,024</b>	<b>1,326,448</b>
<b>Fund 216 - Reimbursement Fund</b>							
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
<b>Total Fund 216 - Reimbursement Fund</b>	<b>321,560</b>	<b>0</b>	<b>0</b>	<b>0.0 %</b>	<b>321,560</b>	<b>0</b>	<b>321,560</b>
<b>Fund 800 - Capital Improvement Projects Fu</b>							
800 9103 Closed Landfill Revenue Study	24,831	0	0	0.0 %	24,831	0	24,831
800 9104 Organics System Expansion Study	19,010	0	0	0.0 %	19,010	0	19,010
800 9105 Concrete Grinding	120,000	89,500	89,500	74.6 %	30,500	0	30,500
800 9106 Waste Composition Study	150,000	0	0	0.0 %	150,000	0	150,000
800 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
800 9319 CH LFG System Improvements	116,500	0	0	0.0 %	116,500	0	116,500
800 9401 LR LFG Replacement	5,000	0	0	0.0 %	5,000	0	5,000
800 9402 LFG Well Replacement	30,000	0	0	0.0 %	30,000	0	30,000



# Salinas Valley Solid Waste Authority

## Consolidated Grant and CIP Expenditure Report

### For Period Ending November 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9506 JC Litter Control Barrier	61,343	0	6,963	11.4 %	54,380	0	54,380
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9508 JC Drainage Modifications	200,000	2,524	2,524	1.3 %	197,476	0	197,476
800 9510 JC LFG System (Vertical Wells)	30,234	1,414	1,414	4.7 %	28,820	0	28,820
800 9511 JC LFG System (Horizontal Wells)	30,063	3,164	3,164	10.5 %	26,898	16,222	10,677
800 9526 JC Equipment Replacement	130,900	0	0	0.0 %	130,900	0	130,900
800 9527 JC Module 7 Engineering and Cons	4,933,506	53,071	198,388	4.0 %	4,735,118	32,644	4,702,474
800 9528 JC Roadway Improvements	2,218,937	0	0	0.0 %	2,218,937	0	2,218,937
800 9601 JR Transfer Station Improvements	83,399	0	0	0.0 %	83,399	0	83,399
800 9603 JR Well Replacement	75,000	0	0	0.0 %	75,000	0	75,000
800 9701 SSTS Equipment Replacement	222,575	21,171	46,484	20.9 %	176,091	0	176,091
800 9703 SSTS Improvements	41,014	0	13,221	32.2 %	27,793	0	27,793
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>8,970,312</b>	<b>170,845</b>	<b>361,659</b>	<b>4.0 %</b>	<b>8,608,653</b>	<b>48,866</b>	<b>8,559,787</b>
<b>Total CIP Expenditures</b>	<b>11,467,844</b>	<b>412,635</b>	<b>710,571</b>	<b>6.2 %</b>	<b>10,757,273</b>	<b>421,158</b>	<b>10,336,115</b>



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21443	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	11/8/2018	100.29	100.29
21444	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP INSURANCE PAYMENT	11/8/2018	17,164.00	17,164.00
21445	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	11/8/2018	80.00	80.00
21446	AT&T INTERNET SERVICES JC INTERNET SERVICE	11/8/2018	75.00	75.00
21447	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	11/8/2018	1,756.99	1,756.99
21448	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	11/8/2018	138.68	138.68
21449	CAMILLE A. SMITH RR RETREAT FACILITATOR	11/8/2018	1,850.00	1,850.00
21450	CARDLOCK FUELS SYSTEM, INC. SS, JC & JR FUEL	11/8/2018	18,963.47	18,963.47
21451	CH2M HILL, INC LONG RANGE FINANCIAL MODEL	11/8/2018	2,651.00	2,651.00
21452	CLARK PEST CONTROL, INC ADMIN EXTERMINATOR SERVICES	11/8/2018	93.00	93.00
21453	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	11/8/2018	1,383.57	1,383.57
21454	COMCAST MONTHLY INTERNET SERVICE	11/8/2018	286.06	286.06
21455	CSC OF SALINAS/YUMA SSTS EQUIPMENT MAINTENANCE	11/8/2018	191.87	191.87
21456	DATA FLOW AP CHECKS	11/8/2018	265.10	265.10
21457	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	11/8/2018	11,000.00	11,000.00
21458	ENRIQUE CARRILLO JR. ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	11/8/2018	4,060.00	4,060.00
21459	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	11/8/2018	2,529.00	2,529.00
21460	FUCHS COMPUTER SALES REPLACEMENT CHECK SCANNER	11/8/2018	872.49	872.49
21461	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	11/8/2018	467.89	467.89
21462	GONZALES ACE HARDWARE JCLF FACILITY MAINTENANCE	11/8/2018	113.06	113.06
21463	GUERITO MONTHLY PORTABLE TOILET SERVICE	11/8/2018	1,028.00	1,028.00
21464	HYDROTURF, INC JC MAINTENANCE SUPPLIES	11/8/2018	28.25	28.25

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21465	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	11/8/2018	9,439.20	9,439.20
21466	MANDY BROOKS PARKING FOR RESOURCE RECOVERY RETREAT	11/8/2018	10.00	10.00
21467	MANUEL PEREA TRUCKING, INC. JC & SS EQUIPMENT RENTAL	11/8/2018	400.00	400.00
21468	MARTA M. GRANADOS 2018-19 INTERPRETING SERVICES: PUBLIC MEETINGS	11/8/2018	180.00	180.00
21469	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/8/2018	1,128.92	1,128.92
21470	PARADIGM SOFTWARE, LLC ANNUAL SCALEHOUSE SOFTWARE SUPPORT	11/8/2018	18,375.33	18,375.33
21471	PITNEY BOWES GLOBAL POSTAGE MACHINE LEASE	11/8/2018	385.16	385.16
21472	QUINN COMPANY SS VEHICLE MAINTENANCE	11/8/2018	15,359.10	15,359.10
21473	SALINAS NEWSPAPERS, INC. PUBLIC NOTICE; CH NOTICE OF INTENT	11/8/2018	653.40	653.40
21474	SKIN'S WELDING, INC. JC EQUIPMENT MAINTENANCE	11/8/2018	982.12	982.12
21475	TY CUSHION TIRE, LLC SS ROLLING EQUIPMENT	11/8/2018	21,171.00	21,171.00
21476	US BANK CORPORATE PAYMENT SYSTEM AMAZON : SS VEHICLE SUPPLIES AMAZON.COM: SSTs BREAKROOM SUPPLIES APPLEBEE'S: AUGUST EMPLOYEE ENGAGEMENT MEETING BNY - AUDIT CONFIRMATIONS SMART & FINAL: BOARD OF DIRECTORS MEETING MIKE'S PIZZA: BOARD OF DIRECTORS MEETING COSTCO: CITIZENS ADVISORY GROUP MEETING CHP : SS INSURANCE REPORT COSTCO: JC BREAKROOM SUPPLIES EXPERIAN:CREDIT CHECKS AMAZON : HHW SUPPLIES NOB HILL : CB MEETING SUPPLIES AMAZON : SS SAFETY SUPPLIES HARBOR FRIEGHT : OPS ADMIN SUPPLIES ARCMATE : JC FACILITY MAINTENANCE TRACTOR SUPPLY : CH FACILITY SUPPLIES HYATT REGENCY: HR CONFERENCE LODGING INDEED : RECRUITMENT POSTING HUGHESNET:JC & JR INTERNET SERVICE HARBOR FRIEGHT : OPS ADMIN SUPPLIES FEDEX OFFICE: OFFICE SUPPLIES INTERMEDIA:MONTHLY EXCHANGE SERVER HOSTING AMAZON : HHW SUPPLIES NEXTIVA : HR FAX LINE HARBOR FREIGHT : JC SAFETY SUPPLIES ODAI QUAYE TAXI DRIVER: TAXI TRANSPORTATION AMAZON : OFFICE SUPPLY RETURN AMAZON : SS RADIO SUPPLIES HARBOR FREIGHT : RR-NEW TIRES FOR HAND TRUCK/DOLLY SAN JOSE AIRPORT: PARKING ORCHARD SUPPLY : JC FACILITY MAINTENANCE SMART N FINAL : WORKSHOP REFRESHMENTS	11/8/2018	24.10 15.99 71.02 46.00 20.16 69.80 50.97 10.00 29.98 149.85 60.94 36.64 70.37 29.47 391.31 14.19 658.02 180.81 171.61 20.74 17.43 307.72 75.99 65.40 69.84 27.00 (25.98) 89.77 29.48 108.00 53.82 46.99	

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
	SMART N FINAL: EXECUTIVE ADMINISTRATION SUPPLIES		23.12	
	STEEL TOE SHOES : SAFETY SHOES		119.99	
	ORCHARD : SS FACILITY MAINTENANCE		53.03	
	AMAZON : SS FACILITY MAINTENANCE		82.30	
	TARPY'S - SPECIAL DISTRICT MANAGERS' GROUP		22.67	
	TENAYA LODGING: LODGING FOR PM SWANA CONFERENCE		205.35	
	ORCHARD : LR MAINTENANCE		55.66	
	NORTHERN CALIFORNIA RECYCLING ASSOCIATION : TRAINING		75.00	
	RECORDS FINDER : SSTS VEHICLE FEES		4.95	
	VISTAPRINT: BUSINESS CARDS		20.72	
	SMART & FINAL : LR SUPPLIES		18.21	
	SMART & FINAL : CH SUPPLIES		20.22	
	MOUNTAIN MIKE'S PIZZA : WORKSHOP REFRESHMENTS		42.48	
	SUBWAY : WORKSHOP REFRESHMENTS		69.78	
				3,800.91
21477	**VOID**	11/8/2018	-	-
21478	**VOID**	11/8/2018	-	-
21479	**VOID**	11/8/2018	-	-
21480	**VOID**	11/8/2018	-	-
21481	A & B FIRE PROTECTION & SAFETY, INC JC SAFETY SUPPLIES	11/15/2018	73.53	73.53
21482	A & G PUMPING, INC FACILITY MAINTENANCE	11/15/2018	450.00	450.00
21483	BARTEL ASSOCIATES, LLC FINANCE CONSULTING SERVICES	11/15/2018	1,250.00	1,250.00
21484	CARDLOCK FUELS SYSTEM, INC. SS, JC & JR FUEL	11/15/2018	6,032.01	6,032.01
21485	CESAR ZUÑIGA MANAGEMENT GROUP MEETING	11/15/2018	20.00	20.00
21486	CLINTON HENDRICKS CALPERS CONFERENCE	11/15/2018	1,131.75	1,131.75
21487	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	11/15/2018	276.42	276.42
21488	CORIX WATER PRODUCTS JCLF FACILITY MAINTENANCE	11/15/2018	2,195.29	2,195.29
21489	EDGES ELECTRICAL GROUP, LLC EQUIPMENT SUPPLIES RETURN SSTS FACILITY MAINTENANCE	11/15/2018	(48.83) 442.91	394.08
21490	ERIKA TRUJILLO CSDA - ANNUAL CLERK CONFERENCE	11/15/2018	306.84	306.84
21491	ERIKA TRUJILLO CSDA - ANNUAL CLERK CONFERENCE	11/15/2018	193.00	193.00
21492	FERGUSON ENTERPRISES INC #795 JC FACILITY MAINTENANCE	11/15/2018	1,301.72	1,301.72

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21493	FULL STEAM STAFFING LLC JC & JR CONTRACT LABOR	11/15/2018	2,588.15	2,588.15
21494	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	11/15/2018	1,627.12	1,627.12
21495	GONZALES ACE HARDWARE FACILITY SUPPLIES RETURN JC FACILITY MAINTENANCE	11/15/2018	(7.66) 58.49	50.83
21496	GREEN RUBBER - KENNEDY AG, LP SSTS FACILITY MAINTENANCE	11/15/2018	46.46	46.46
21497	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS FACILITY MAINTENANCE	11/15/2018	403.80	403.80
21498	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JCLF FACILITY MAINTENANCE	11/15/2018	21.40	21.40
21499	JANNA FAULK LIGHTS FOR PARADE FLOAT	11/15/2018	133.23	133.23
21500	LIEBERT CASSIDY WHITMORE LCW LEGAL SERVICES FOR HR	11/15/2018	777.00	777.00
21501	MALLORY CO. INC HHW SAFETY SUPPLIES	11/15/2018	1,565.83	1,565.83
21502	MCGILLOWAY, RAY, BROWN & KAUFMAN FISCAL YEAR AUDIT SERVICES	11/15/2018	20,341.00	20,341.00
21503	MONICA AMBRIZ CALPERS - EDUCATION FORUM	11/15/2018	737.91	737.91
21504	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY MONTHLY SS SEWER SERVICE	11/15/2018	753.12	753.12
21505	OFFICE DEPOT ALL SITES OFFICE SUPPLIES SUPPLIES RETURN	11/15/2018	1,162.84 (12.45)	1,150.39
21506	**VOID**	11/15/2018	-	-
21507	OLDTOWN SALINAS FOUNDATION SALINAS PARADE OF LIGHTS SPONSORSHIP	11/15/2018	500.00	500.00
21508	ONSET COMPUTER CORPORATION JC ECS IMPROVEMENTS	11/15/2018	2,937.50	2,937.50
21509	PACIFIC WASTE SERVICES JC ENGINEERING SERVICES	11/15/2018	2,007.00	2,007.00
21510	PALOMA ZAMORA CRRA ANNUAL CONFERENCE	11/15/2018	243.00	243.00
21511	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	11/15/2018	638.00	638.00
21512	PITNEY BOWES - POSTAGE ADMIN POSTAGE	11/15/2018	320.99	320.99
21513	PURE WATER BOTTLING ALL SITES BOTTLED WATER	11/15/2018	456.20	456.20

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21514	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE PARTS RETURN	11/15/2018	29,811.25 (6,019.97)	23,791.28
21515	**VOID**	11/15/2018	-	-
21516	R. PATRICK MATHEWS SWANA MEETING	11/15/2018	87.33	87.33
21517	RAMON N VALLEJO HR LIVE SCANS	11/15/2018	171.00	171.00
21518	REPUBLIC SERVICES #471 OFFICE MONTHLY WASTE DISPOSAL	11/15/2018	74.36	74.36
21519	ROBERT BIXBY ASSOCIATES, INC. SSTS EQUIPMENT MAINTENANCE	11/15/2018	542.52	542.52
21520	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE	11/15/2018	6,695.57	6,695.57
21521	**VOID**	11/15/2018	-	-
21522	SALINAS PUMP CO JR FACILITY MAINTENANCE	11/15/2018	321.00	321.00
21523	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JR FACILITY MAINTENANCE	11/15/2018	298.60	298.60
21524	SCALES UNLIMITED JR SCALE MAINTENANCE	11/15/2018	5,360.40	5,360.40
21525	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	11/15/2018	120.00	120.00
21526	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	11/15/2018	9,644.80	9,644.80
21527	**VOID**	11/15/2018	-	-
21528	**VOID**	11/15/2018	-	-
21529	SKIN'S WELDING, INC. JC EQUIPMENT MAINTENANCE	11/15/2018	300.00	300.00
21530	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	11/15/2018	6,298.88	6,298.88
21531	TRI-COUNTY FIRE PROTECTION, INC. HHW FACILITY MAINTENANCE	11/15/2018	368.28	368.28
21532	VALERIO VARELA JR SS VEHICLE MAINTENANCE	11/15/2018	2,683.00	2,683.00
21533	WASTE MANAGEMENT INC SALINAS FRANCHISE WASTE TRANSPORTATION	11/15/2018	60,990.11	60,990.11
21534	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ALL SITES FUEL TRANSACTION REFUND	11/15/2018	2,545.79 (559.20)	1,986.59

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21535	ZUKUNFT INC. HHW EQUIPMENT MAINTENANCE	11/15/2018	707.43	707.43
21536	A & G PUMPING, INC JRTS PORTABLE TOILETS	11/21/2018	211.65	211.65
21537	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	11/21/2018	338.85	338.85
21538	ASBURY ENVIRONMENTAL SERVICES HHW ABOP DISPOSAL	11/21/2018	35.00	35.00
21539	AT&T MOBILITY FINANCE INTERNET SERVICE	11/21/2018	86.46	86.46
21540	AUTOZONE LLC. JC VEHICLE MAINTENACE SUPPLIES	11/21/2018	64.91	64.91
21541	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	11/21/2018	1,209.22	1,209.22
21542	BUSCH SYSTEMS INT'L INC RECYCLING STATIONS	11/21/2018	3,167.61	3,167.61
21543	CALIFORNIA HIGHWAY ADOPTION CO. RR LITTER ABATEMENT	11/21/2018	550.00	550.00
21544	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	11/21/2018	2,074.02	2,074.02
21545	CARDLOCK FUELS SYSTEM, INC. SS & JC BIODIESEL FUEL	11/21/2018	9,871.43	9,871.43
21546	CITY OF GONZALES JC WATER SERVICES	11/21/2018	20,929.81	20,929.81
21547	COAST COUNTIES TRUCK & EQUIPMENT CO. 2019 PETERBILT 337 CHASSIS W/REFRIGERATED VAN BODY EQUIPMENT PARTS RETURN	11/21/2018	73,991.95 (628.82)	73,363.13
21548	CSC OF SALINAS/YUMA JC & SS MAINTENANCE	11/21/2018	1,137.11	1,137.11
21549	CUTTING EDGE SUPPLY ALL SITES EQUIPMENT SUPPLIES	11/21/2018	466.39	466.39
21550	EAST BAY TIRE CO. SS & JC VEHICLE MAINTENANCE	11/21/2018	1,338.44	1,338.44
21551	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	11/21/2018	1,436.69	1,436.69
21552	FULL STEAM STAFFING LLC SSTS, JC & JR CONTRACT LABOR	11/21/2018	7,725.39	7,725.39
21553	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	11/21/2018	9,074.38	9,074.38
21554	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE/SUPPLIES PURCHASE RETURN	11/21/2018	266.39 (1.78)	264.61
21555	**VOID**	11/21/2018	-	-

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21556	GRAINGER JR FACILITY MAINTENANCE	11/21/2018	295.93	295.93
21557	GREEN RUBBER - KENNEDY AG, LP JC FACILITY MAINTENANCE	11/21/2018	2,214.63	2,214.63
21558	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC ORGANICS SUPPLIES	11/21/2018	180.57	180.57
21559	GUARDIAN SAFETY AND SUPPLY, LLC ALL SITES SAFETY SUPPLIES	11/21/2018	442.12	442.12
21560	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 SS FACILITY MAINTENANCE	11/21/2018	192.28	192.28
21561	INFINITY STAFFING SERVICES, INC. SS & JC CONTRACT LABOR	11/21/2018	12,173.63	12,173.63
21562	KING CITY HARDWARE INC. JRTS FACILITY MAINTENANCE	11/21/2018	45.24	45.24
21563	LINDA VASQUEZ CALPERS - HR TRAINING	11/21/2018	33.00	33.00
21564	MANUEL PEREA TRUCKING, INC. SS & JC EQUIPMENT RENTAL	11/21/2018	500.00	500.00
21565	METECH RECYCLING, INC. RR E-WASTE HAULING	11/21/2018	17,090.45	17,090.45
21566	**VOID**	11/21/2018	-	-
21567	MONTEREY AUTO SUPPLY INC SS VEHICLE MAINTENANCE	11/21/2018	41.99	41.99
21568	MONTEREY COUNTY CANNABIS INDUSTRY ASSOCIATION ANNUAL MEMBERSHIP	11/21/2018	500.00	500.00
21569	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS MONTHLY SEWER SERVICES	11/21/2018	1,631.10	1,631.10
21570	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	11/21/2018	9,212.00	9,212.00
21571	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/21/2018	927.96	927.96
21572	ONE STOP AUTO CARE/V & S AUTO CARE, INC ADMIN: 2005 HONDA PILOT EX	11/21/2018	25.00	25.00
21573	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	11/21/2018	7,883.03	7,883.03
21574	PHILIP SERVICES CORP MONTHLY HHW DISPOSAL & SUPPLIES	11/21/2018	32,474.83	32,474.83
21575	PROBUILD COMPANY LLC JC & SS FACILITY MAINTENANCE	11/21/2018	652.54	652.54
21576	QED ENVIRONMENTAL SYSTEMS INC. JC EQUIPMENT MAINTENANCE	11/21/2018	2,270.20	2,270.20
21577	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	11/21/2018	52.33	52.33

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21578	R. PATRICK MATHEWS OFFICE SUPPLIES RR RETREAT PARKING SWANA MEETING	11/21/2018	23.44 10.00 25.07	58.51
21579	RODOLFO RAMIREZ AYALA SS, JC & JR VEHICLE MAINTENANCE	11/21/2018	1,830.00	1,830.00
21580	ROSSI BROS TIRE & AUTO SERVICE SS VEHICLE MAINTENANCE	11/21/2018	474.22	474.22
21581	SALINAS NEWSPAPERS, INC. PUBLIC NOTICE: CH NOTICE OF INTENT - SPANISH	11/21/2018	965.02	965.02
21582	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES	11/21/2018	27,656.50	27,656.50
21583	**VOID**	11/21/2018	-	-
21584	SHRED-IT US JV LLC. MONTHLY RECORDS DISPOSAL	11/21/2018	75.08	75.08
21585	SKIN'S WELDING, INC. JC FACILITY & VEHICLE MAINTENANCE	11/21/2018	2,509.59	2,509.59
21586	SOUTH COUNTY NEWSPAPER SOUTH COUNTY NEWSPAPERS IN EDUCATION AD	11/21/2018	710.70	710.70
21587	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	11/21/2018	260.51	260.51
21588	STURDY OIL COMPANY JC VEHICLE MAINTENANCE	11/21/2018	152.90	152.90
21589	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	11/21/2018	242.00	242.00
21590	THOMAS M BRUEN LEGAL SERVICES - OCTOBER 2018	11/21/2018	733.86	733.86
21591	VALLEY FABRICATION, INC. SS FACILITY MAINTENANCE	11/21/2018	4,274.19	4,274.19
21592	VISION RECYCLING INC JC & SS GREENWASTE PROCESSING	11/21/2018	70,333.88	70,333.88
21593	WEST COAST RUBBER RECYCLING, INC TIRE DIVERSION FEE	11/21/2018	3,750.00	3,750.00
21594	AECOM TECHNICAL SERVICES, INC. PROJECT DESIGN AND CEQA SERVICES	11/29/2018	3,060.00	3,060.00
21595	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	11/29/2018	1,571.55	1,571.55
21596	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	11/29/2018	731.30	731.30
21597	CLARK PEST CONTROL, INC ADMIN EXTERMINATOR SERVICES	11/29/2018	93.00	93.00
21598	COMCAST MONTHLY INTERNET SERVICE	11/29/2018	281.88	281.88



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 11/1/2018 to 11/30/2018**

Check #		Check Date	Amount	Check Total
21599	EDGES ELECTRICAL GROUP, LLC JC ORGANICS SUPPLIES PARTS RETURN	11/29/2018	9,771.39 (131.54)	9,639.85
21600	**VOID**	11/29/2018	-	-
21601	ERNEST BELL D. JR ADMIN, SS & JC CUSTODIAL SERVICES	11/29/2018	2,600.00	2,600.00
21602	FIRST ALARM ALL SITES SECURITY SERVICES	11/29/2018	30.00	30.00
21603	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	11/29/2018	2,390.14	2,390.14
21604	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	11/29/2018	72.47	72.47
21605	GUERITO MONTHLY PORTABLE TOILET SERVICE	11/29/2018	1,028.00	1,028.00
21606	HERC RENTALS INC. JC EQUIPMENT SUPPLY RENTALS	11/29/2018	211.73	211.73
21607	HOPE SERVICES SSTS LITTER ABATEMENT	11/29/2018	13,590.01	13,590.01
21608	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	11/29/2018	536.04	536.04
21609	OLYMPIC WIRE & EQUIPMENT, INC. FOOD WASTE DE-PACKAGING SYSTEM	11/29/2018	142,878.37	142,878.37
21610	PITNEY BOWES - POSTAGE ADMIN POSTAGE	11/29/2018	581.59	581.59
21611	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	11/29/2018	172.75	172.75
21612	RANDAZZO ENTERPRISES, INC JC CONCRETE GRINDING	11/29/2018	89,500.00	89,500.00
21613	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JC ORGANICS SUPPLIES	11/29/2018	574.31	574.31
21614	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	11/29/2018	160.00	160.00
21615	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	11/29/2018	3,044.62	3,044.62
21616	UNITED RENTALS (NORTHWEST), INC JC ORGANIC EQUIPMENT RENTAL	11/29/2018	1,958.36	1,958.36
21617	Y & K MARKETING LLC. WORM COMPOST BINS	11/29/2018	975.00	975.00
	SUBTOTAL			<u>920,239.44</u>
	PAYROLL DISBURSEMENTS			456,104.99
	GRAND TOTAL			<u>1,376,344.43</u>



## Report to the Board of Directors

ITEM NO. 3

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: C. Ray Hendricks, Finance and Administration  
Manager

Title: December 2018 Quarterly Investments Report

### RECOMMENDATION

Staff recommends that the Executive Committee recommend accepting the December 2018 Quarterly Investments Report.

The investment policy requires that the treasurer render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Authority's strategic plan.

### FISCAL IMPACT

None

### DISCUSSION & ANALYSIS

The vast majority, \$26,548,789.14 (94.69%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended December 31, 2018, the LAIF effective yield was 2.291%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$83.3 Billion as of December 31, 2018. The Authority's LAIF investment of \$26,548,789.14 represents .032% of the PMIA. Attached is a summary of the PMIA portfolio as of December 31, 2018.

### ATTACHMENT(S)


1. December 31, 2018 Cash and Investments Report
2. December 31, 2018 PMIA Portfolio Composition and Average Monthly Yields

# Attachment No. 1

## SALINAS VALLEY SOLID WASTE AUTHORITY Cash and Investments Report December 31, 2018

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,600.00	N/A	N/A
General Checking Account	-	1,239,770.49	Same day	Aa2
Payroll Checking account	-	211,953.32	Same day	Aa2
General Deposit Account	-	38,725.39	Same day	Aa2
Scalehouse Deposit Account	-	40,676.98	Same day	Aa2
FSA Checking Account	-	5,389.20	Same day	Aa2
LAIF	2.291%	26,548,789.14	Same day	N/A
LAIF - PMV Adjustment		(48,031.96)		
		<u>\$ 28,038,872.56</u>		

The Authority has sufficient liquidity to meet expenditure requirements for the next 6 months.





**CALIFORNIA STATE TREASURER**  
**FIONA MA, CPA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/10/18	2.28	2.19	204
12/11/18	2.28	2.19	203
12/12/18	2.29	2.19	204
12/13/18	2.29	2.19	206
12/14/18	2.30	2.19	205
12/15/18	2.30	2.19	205
12/16/18	2.30	2.19	205
12/17/18	2.30	2.20	203
12/18/18	2.30	2.20	201
12/19/18	2.30	2.20	199
12/20/18	2.31	2.20	197
12/21/18	2.31	2.20	198
12/22/18	2.31	2.20	198
12/23/18	2.31	2.20	198
12/24/18	2.31	2.20	195
12/25/18	2.31	2.21	195
12/26/18	2.31	2.21	192
12/27/18	2.32	2.21	193
12/28/18	2.32	2.21	192
12/29/18	2.32	2.21	192
12/30/18	2.32	2.21	192
12/31/18	2.32	2.21	192
01/01/19	2.32	2.32	192
01/02/19	2.32	2.32	196
01/03/19	2.33	2.33	195
01/04/19	2.34	2.33	194
01/05/19	2.34	2.33	194
01/06/19	2.34	2.33	194
01/07/19	2.34	2.33	192
01/08/19	2.34	2.33	190
01/09/19	2.34	2.33	191

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

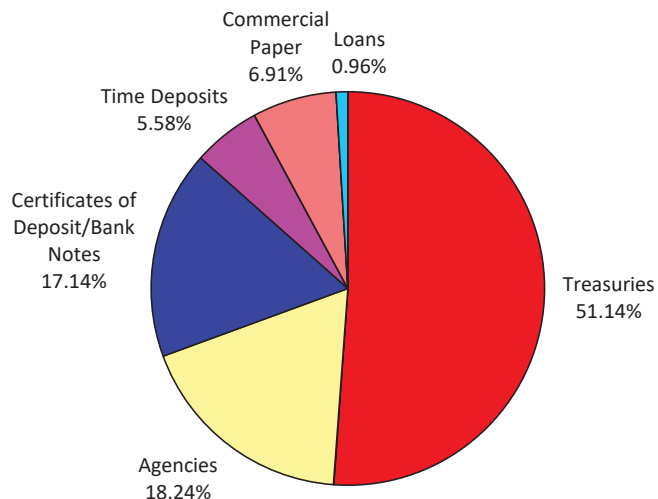
**Quarter Ending 09/30/18**

Apportionment Rate: 2.16%  
 Earnings Ratio: 0.00005909460836489  
 Fair Value Factor: 0.997832404  
 Daily: 2.09%  
 Quarter to Date: 2.00%  
 Average Life: 193


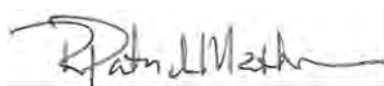
**PMIA Average Monthly Effective Yields**

**Dec 2018 2.291**  
 Nov 2018 2.208  
 Oct 2018 2.144

**Pooled Money Investment Account  
 Portfolio Composition  
 12/31/18  
 \$83.3 billion**



Percentages may not total 100%, due to rounding.

 <p>Report to the Board of Directors</p>	ITEM NO. 4
	N/A
	Finance and Administration Manager/Controller-Treasurer
	 General Manager/CAO
	N/A
	General Counsel

Date: January 24, 2019  
 From: Mandy Brooks, Resource Recovery Manager  
 Title: Member and Interagency Activities Report for November & December 2018 and Upcoming Events

#### RECOMMENDATION

Staff recommends the Board accept the report.

#### STRATEGIC PLAN RELATIONSHIP

This report relates to the Strategic Plan Goal to promote the value of Salinas Valley Recycles' services and programs to the community. It is intended to keep the Board apprised of activities and communication with our member agencies and regulators.

#### Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

The monthly inspections for the Sun Street Transfer Station was conducted on November 26 and December 12 with no violations or areas of concern observed or noted during either inspection. The LEA was notified that on November 8 and December 5 and 18 Sun St exceeded its permitted tonnage limits.

The monthly inspections for the Johnson Canyon Landfill were conducted on November 28 and December 12 with no areas of concern noted. The notice of violation continued in November and December for the exceedance of methane concentration of 5% by volume for the Southern Boundary Probe 23. The probe readings at the time of the November inspection were deemed inaccurate due to the LEA's equipment not being calibrated correctly. The weekly readings in November for the medium and deep probe depths were above the 5% compliance level. However, as of the beginning of January, the probe has been clean for seven weeks. The methane gas levels must be below state minimum standards for two consecutive months in order to come into compliance. The weekly testing of the probe will continue.

The monthly inspections of the Jolon Road Transfer Station were completed on November 27 and December 26 with no areas of concern or violations were observed during the inspections.

The quarterly inspections for Crazy Horse Landfill (*closed*) and Lewis Road Landfill (*closed*) were conducted on December 13. No violations or areas of concern were observed at either facility during the inspections.

Regional Water Quality Control Board The Regional Water Quality Control Board conducted site inspections for Johnson Canyon Landfill, Jolon Rd Transfer Station, and Lewis Road Landfill (*closed*) on December 6. No areas of concern or notices of violation were issued for any of the facilities.

### Gonzales Clothing Closet Stats

The Clothing Closet is a partnership between the Authority, The Salvation Army Service Extension, and the Gonzales Community Church to provide free clothing to families in need throughout the Salinas Valley. The table below summarizes FY18-19 2Q totals for the Clothing Closet's distributions.

FY18-19 2Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Oct 2018	4	24.5	257	26	136
Nov 2018	3	73.5	626	55	242
Dec 2018	3	53.5	480	40	197
TOTALS	3 (avg)	152.5	1,363	121	575

### Clean Up Event

In November, four community cleanup events were conducted with the results from all of the events listed below. The results from two October events are also included below.

- Bradley: Waste Management conducted a one-day cleanup on Oct 6 and collected approximately 6.3 tons of trash and 6.3 tons of recyclable materials resulting in a 50% diversion rate for the event. Approximately 760lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Salinas: Republic Services conducted the annual Citywide Cleanup on Oct 20 at 3 locations throughout the City. Approximately 15.4 tons of trash and over 28 tons of recyclable materials resulting in a 65% diversion rate for the event.
- Salinas: Republic Services conducted the District 1 Neighborhood Cleanup on Nov 3. Approximately 4.6 tons of trash and 8.3 tons of recyclable materials resulting in a 65% diversion rate for the event.
- Soledad: Tri-Cities & Disposal & Recycling conducted a Litter Abatement Event on Nov 3 that was staffed by approximately 25 volunteers supporting Soledad High School Cross Country Team. The volunteers collected 160 pounds of micro-trash and litter (e.g. cigarette butts, candy wrappers, straws, condiment packets, etc.) from Front St to Gabilan St and from West St to Park St.
- King City: Waste Management conducted a one-day cleanup on Nov 3 and collected approximately 7.3 tons of trash and 5.4 tons of recyclable materials resulting in a 43% diversion rate for the event. Over 1,620lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Pajaro: Waste Management conducted a one-day cleanup on Nov 17 and collected approximately 17 tons of trash and 10.3 tons of recyclable materials resulting in a 38 % diversion rate for the event. Approximately 1,700lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.

### Current and Future Events with SVR Staff Participation

*(Opportunities for Board Member Participation)*

Gonzales: February Waste Characterization Study, Johnson Canyon Landfill  
4/27 Spring Litter Abatement Event, Central Park  
6/22 & 6/23 Reuse, Recycle Clean Up Event, Fairview Middle School  
10/6 Carnival, St Theodore's Church  
10/12 & 10/13 Reuse, Recycle Clean Up Event, Fairview Middle School

	10/26	Fall Litter Abatement Event, Central Park
Greenfield:	4/13	Spring Litter Abatement Event, City Hall
	5/20- 5/25	Clean Up Week, Tri-Cities Disposal Corp Yard
	10/19	Reuse, Recycle & Clean Up Day, Memorial Hall
King City:	1/17	Recycling Outreach, Various Businesses
	1/31	Composting Booth at South County Farm Day, Fairgrounds
	<i>February</i>	<i>Waste Characterization Study, Jolon Rd Transfer Station</i>
	4/20	Spring Clean Up & ABOP Collection Event
	6/29	Summer Clean Up & ABOP Collection Event
	11/2	Fall Clean Up & ABOP Collection Event
Salinas:	1/19	Salinas Sustainability Fair & Composting Workshop, City Hall
	1/23	Ippolito Waste Sort, Sun St Transfer Station
	1/31	School Tour, Sun St Transfer Station
	<i>February</i>	<i>Waste Characterization Study, Sun St &amp; Madison Ln Transfer Stations</i>
Soledad:	3/23	Spring Litter Abatement Event, Our Lady of Solitude
	5/13 – 5/18	Clean Up Week, Public Works Yard
	8/11	Fiesta Day, Our Lady of Solitude
	9/28	Reuse, Recycle & Clean Up Day, High School Parking Lot
	11/2	Fall Litter Abatement Event, City Hall
Monterey County:	1/30	School Waste Assessment, Elkhorn School, Castroville
	3/9	Pajaro Community Clean Up & ABOP Collection Event, Salinas Rd
	11/16	Pajaro Community Clean Up & ABOP Collection Event, Salinas Rd



## Report to the Board of Directors

ITEM NO. 5

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2018

From: C. Ray Hendricks/Finance and Administration  
Manager

Title: 2018 Fourth Quarter Customer Service Survey  
Results and Twelve-Month Comparison

### RECOMMENDATION

Staff recommends that the Board accept the Fourth Quarter Customer Service Survey Result and Twelve-Month Comparison report.

### STRATEGIC PLAN RELATIONSHIP

This item evolved into a routine report after the February-July 2015 six-month period of the 2013-16 Strategic Plan, under the Goal to "Increase public access, involvement and awareness of SVR activities." This item also reflects on one of the Authority's key core values of "Customer Service."

### FISCAL IMPACT

No fiscal impact.

### DISCUSSION & ANALYSIS

As demands for service grow, it is imperative that the Authority continue to measure customer service to achieve greater efficiency and effectiveness. The Authority is focused on whether customers' needs are being met satisfactorily.

### BACKGROUND

The first customer survey was conducted in 2010. In 2014, the survey was completed again and scheduled on a quarterly basis thereafter.

The purpose of the Sun Street Transfer Station survey is to document:

- where the customers come from
- the quality of service provided by the Authority
- how often customers use our services, whether it's weekly, monthly or yearly
- marketing and public outreach communication efforts

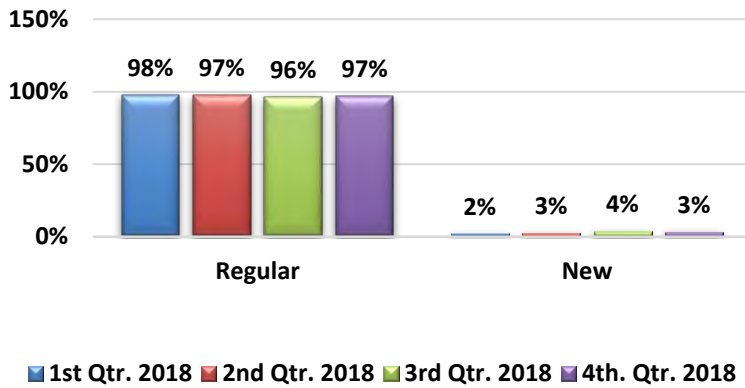
The questions asked:

1. Is this your first time as the Sun Street Transfer Station?
2. If yes, how did you hear about the Sun Street Transfer Station?
3. If no, how often do you visit the Sun Street Transfer Station?
4. What services do you use? (*materials recovery center/household hazardous waste, organics/construction debris recycling area, waste disposal*)
5. Are you pleased with our services?  
Comments: 100% of the Customers surveyed during the First, Second, Third Quarter and Fourth Quarter of 2018 are pleased with our services.
6. Would you like to see any improvements? What type? *No improvements.*
7. What Salinas city district are you recycling from?

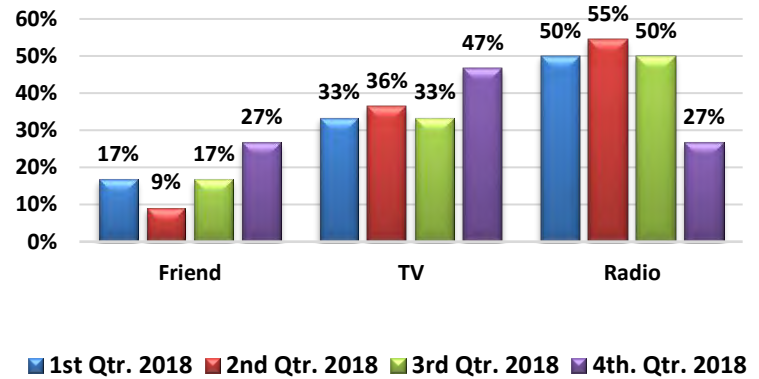


SUN STREET MATERIALS RECOVERY CENTER  
Fourth Quarter 2018 Customer Service Survey Results and Twelve-Month Comparison

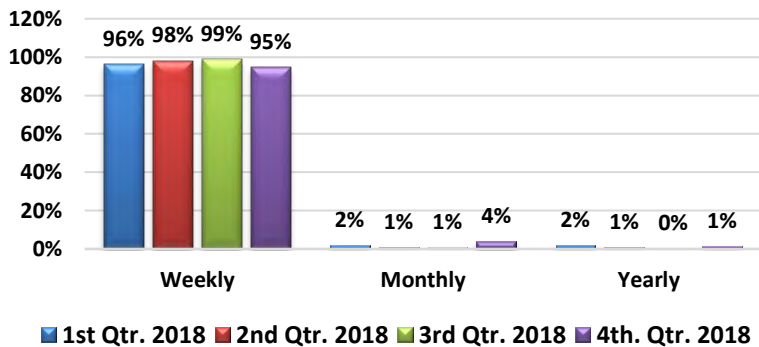
**1. Is this your first time at the Sun Street Transfer Station?**



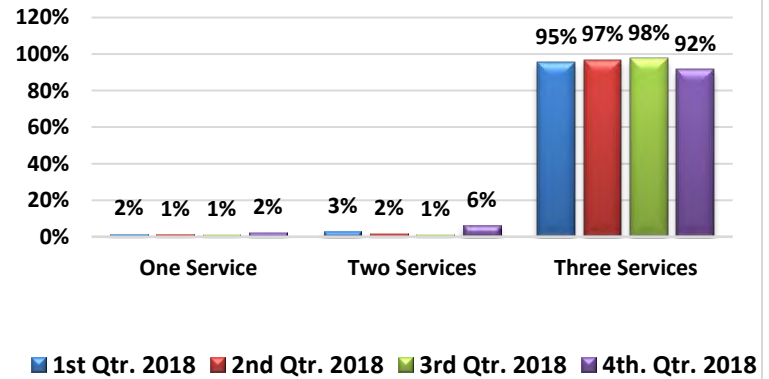
**2. How did you (new customer) hear about the Sun Street Transfer Station?**



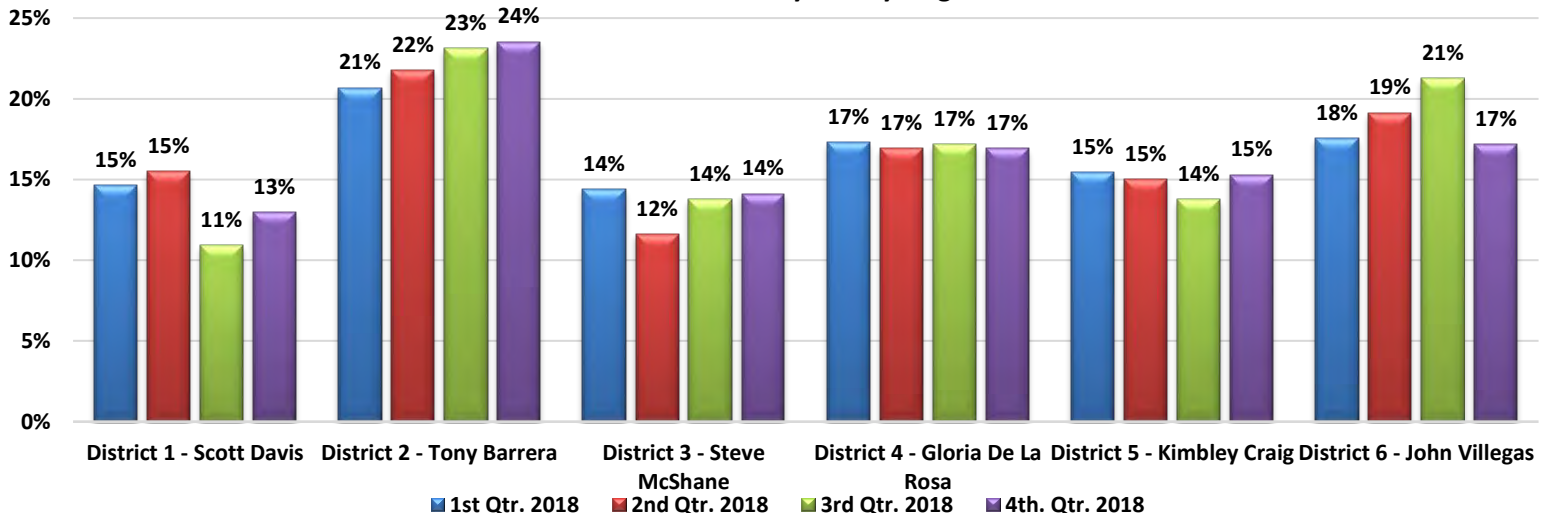
**3. How often do you visit the Sun Street Transfer Station?**



**4. How many services do you use?**



**7: What District are you recycling from?**



 <p>Report to the Board of Directors</p>	<p>ITEM NO. 6</p>
<p>Date: January 24, 2019</p> <p>From: Janna Faulk, Recycling Coordinator</p> <p>Title: Monterey County Health Department, Environmental Health Bureau, Calendar Year 2017 Used Motor Oil and Filter Recycling Program Annual Report</p>	<p>N/A</p> <p>Finance and Administration Manager/Controller-Treasurer</p> <p></p> <p>General Manager/CAO</p> <p>N/A</p> <p>General Counsel</p>

#### RECOMMENDATION

Staff recommends that the Board accept the report.

#### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goal to Implement 75% Diversion of Waste from Landfills by continuing to partner with the Monterey County Health Department, Environmental Health Bureau (MCEHB) to educate the public and commercial customers on how and where to properly recycle used motor oil and oil filters.

#### FISCAL IMPACT

There is no fiscal impact to the Authority for MCEHB to provide these services.

A total of \$137,516 was awarded to MCEHB from the California Department of Resources Recycling and Recovery's (CalRecycle) 8<sup>th</sup> Cycle of the Used Oil Payment Program (OPP) funding. This funding was allocated to MCEHB to administer the program as the Lead Agency. MCEHB uses the funding to provide countywide used oil and oil filter recycling services and education.

#### DISCUSSION & ANALYSIS

When the member cities assigned their funds to MCEHB, the Authority's Board required a series of goals and objectives from MCEHB including an annual report for the Board. The attached report was received on October 29, 2017 and covers the period of January 1, 2017 through December 31, 2017.

The purpose of the report is to describe the tasks and accomplishments performed in order to maintain and enhance existing used motor oil and used oil filter recycling services available to the residents located within the Authority's service area.

#### CY 2017

##### Program Highlights:

- Residential Drop-off Centers: A total of 78,813 gallons of used oil and 39,768 used oil filters were collected at the 29 Certified Collection Centers countywide. Of that, 83% of the used oil (65,338 gallons) and 75% of the filters (30,000) came from

the Authority's service area. This represents an approximate increase of 2.3% in used oil and decrease of 18% in used oil filters collected in the Authority's service area compared to CY 2016.

- Residential Curbside Collection: A total of 22,314 gallons of used oil and 10,987 used oil filters were collected countywide. Of that, 95% of the used oil (21,279 gallons) and 94% of the filters (10,365) came from the Authority's service area. This represents an approximate increase of 19% in used oil and decrease of 11% in used oil filters collected in the Authority's service area compared to CY 2016.
- Filter Exchange Events: Four filter exchange events were incorporated into South County community clean up events. MCEHB staff provided a total of 60 vouchers for a free filter from a local auto store in exchange for a used oil filter dropped off for recycling at the event.
- Agricultural Oil and Filter Drop off Program: A total of 22,385 gallons of used oil and 16,5750 filters were collected from Agricultural Oil & Filter Collection Centers, all of which are located within the Authority's service area. This represents a 149% increase in used oil and a 2% increase in used oil filters collected compared to calendar year 2016.

In the upcoming year, MCEHB plans to promote the used oil and filter recycling program through direct education, outreach and media advertisements. MCEHB also plans to explore opportunities to hold additional filter exchange events and attend community events, whenever possible, to increase program participation.

#### BACKGROUND

Since 1994, MCEHB has provided a comprehensive countywide Used Motor Oil & Filter Recycling Program. By utilizing the State's Oil Payment Program (OPP) funding from CalRecycle, MCEHB has established services and developed programs to serve the needs of the residential, agricultural and marina communities throughout Monterey County. MCEHB maintains these services on an ongoing basis. By acting as the Lead Agency and combining funding from each jurisdiction, an economy of scale is created which greatly benefits the Cities and County, allowing for uniform promotion of the programs through various media outlets.

The CalRecycle OPP funding is a non-competitive payment process available to local governments (city or county) in which payment is calculated and allocated to recipients on a per capita basis using the Department of Finance's population statistics. Each funding cycle is a 2-year term that must be applied for annually. The application process requires MCEHB to submit an adopted Resolution or Letter of Commitment stating that it is applying as a Regional Lead. Each of the Cities must also submit a Letter of Authorization that authorizes MCEHB to apply for OPP funding, implement the program, and administer the OPP funds on its behalf. A new Letter of Authorization is required from each City for each application cycle in order to receive the funding allocated for the specific payment cycle. Each City can choose to manage the program or allocate it to MCEHB or another agency it may choose to designate.

#### ATTACHMENTS

1. Monterey County Used Oil & Filter Recycling Program Annual Report, CY 2017

County of Monterey

*Monterey County  
Used Oil & Filter Recycling  
Program Annual Report to  
the Salinas Valley Solid  
Waste Authority*

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**Administrator**

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

## **Executive Summary**

Since 1994, the Monterey County Health Department, Environmental Health Bureau (MCEHB) has effectively administered the Countywide Used Oil & Filter Recycling Program on behalf of all the cities and unincorporated area of Monterey County.

The MCEHB ensures the proper disposal and recycling of used oil and used oil filters to prevent, or at least minimize, illegal dumping by implementing simple, convenient solutions to dispose and recycle used oil and used oil filters for residents, farmers, and boaters in Monterey County through:

- A curbside collection program
- Take back events
- Collection at Certified Collection Centers (CCC) and non-certified collection centers

MCEHB, in partnership with Waste Management, the franchise hauler, as well as Save Our Shores (SOS), the County's contract vendor, conduct a variety of education and outreach activities to:

- Educate the Monterey County community regarding the proper disposal of used oil and used oil filters
- Distribute residential oil and filter collection kits and clean boater collection kits and other educational materials
- Promote the various free and convenient outlets for proper disposal of used oil and filters
- Increase participation in the programs.

To cast a wider net, services are also advertised using radio, newspaper, website, and other sources. As the administrators of the program, MCEHB staff conducts annual site visits with each of the CCC's and supplies haulers providing curbside collection in Monterey County with an adequate inventory of used oil containers. The program also ensures the collection equipment located at various collection centers are in good working condition. Lastly, MCEHB ensures compliance with all requirements by preparing and submitting reports to CalRecycle and other agencies regarding the progress and success of the program.

While MCEHB administers the program for the entire Monterey County, this report focuses on data and activities conducted within the SVSWA service area during the 2017 calendar year.

MCEHB will continue to promote the residential, agricultural and boating programs through direct education and outreach, as well as media advertisements. In the upcoming year, MCEHB plans to explore other media outlet opportunities to promote the program and incorporate used oil and filter recycling program information into other community events when possible.

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

**1. Residential Drop-off Centers Program: Calendar Year 2017**

The data for this report comes from three sources. CalRecycle provides data from CCC's to MCEHB for centers that apply for a rebate through the program. Data from other CCC sites is captured from invoices paid by MCEHB from Bayside Oil, Inc., the County's contracted used oil hauler and by direct phone calls to the CCC's. This allows MCEHB to capture unreported used oil collection data. Calling the centers directly also allows MCEHB an opportunity to provide technical assistance and support to the CCC's.

There are a total of 29 CCC sites in Monterey County that collected a total of 78,813 gallons of used oil and 39,768 filters in 2017. Table 1a includes data collected from 22 CCC's in the SVSWA service area. A total of 65,338 gallons of used oil and 30,000 oil filters were collected from residential drop-off centers in the Salinas Valley Solid Waste Authority (SVSWA) area. The data shows that the gallons of used oil collected at CCC sites increased by 2.34% and number of filters decreased by 18% compared to 2016.

MCEHB incorporated 4 filter exchange events into three of the south county cities Community Clean Up events in 2017. MCEHB staff was onsite to provide do-it-yourselfers who brought in a used oil filter for recycling, a voucher to receive a FREE new filter at the local auto store. Location and dates of the event are listed in Section 5. Staff also attended the Agricultural Compliance Workshop and Environmental Compliance Workshop to provide education on proper disposal and recycling of used oil and used oil filters, increase awareness of the CCC's around the County and provide rags, funnels, used oil recycling kits and filter wrenches.

**Methodology**

CalRecycle provides MCEHB staff with collection center data annually for the previous calendar year. MCEHB staff also visits each center at least annually to verify State certification requirements, help answer questions, and provide additional resources to centers as needed.



**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

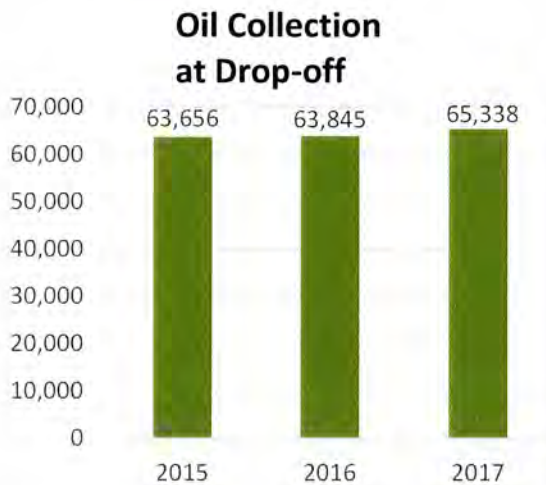
**Table 1a. Residential Drop-off Collection Data for 2017 Calendar Year**

Drop-off Center	City/Area	Used Oil			Filters		
		2015	2016	2017	2015	2016	2017
*AutoZone #5509	Gonzales	3,855	3,955	2,690	3,000 <sup>1</sup>	3,500 <sup>1</sup>	1,750 <sup>1</sup>
*AutoZone #5510	King City	3,300	3,700	3,140	1,750 <sup>1</sup>	1,425 <sup>1</sup>	1,750 <sup>1</sup>
*AutoZone #6290	Soledad	0	0	1,870	0	0	1,750 <sup>1</sup>
*AutoZone #5512	Salinas	8,450	8,400	8,210	5,000 <sup>1</sup>	3,000 <sup>1</sup>	3,250 <sup>1</sup>
*AutoZone #5513	Prunedale	4,300	4,350	4,250	2,250 <sup>1</sup>	2,200 <sup>1</sup>	3,250 <sup>1</sup>
*AutoZone # 5514	Salinas	7,425	7,225	8,893	6,250 <sup>1</sup>	6,200 <sup>1</sup>	0
*AutoZone #3744	Salinas	9,300	9,500	9,760	6,500 <sup>1</sup>	6,050 <sup>1</sup>	3,250 <sup>1</sup>
*AutoZone #6281	Salinas	0	0	915	0	0	500
Bridgestone Firestone Store	Salinas	25	27	20	3	3	0
Jiffy Lube #2330	Salinas	0	0		0	0	500
O'Reilly Auto Parts # 2702	Salinas	3,725	4,850	4,390	1,500 <sup>1</sup>	0	1,000 <sup>1</sup>
O'Reilly Auto Parts # 2991	Salinas	4,020	4,190	4,470	500 <sup>1</sup>	0	500 <sup>1</sup>
O'Reilly Auto Parts # 3133	King City	2,955	2,700	2,920	0	1,325 <sup>1</sup>	750 <sup>1</sup>
O'Reilly Auto Parts # 2554	Salinas	3,050	2,965	2,440	750 <sup>1</sup>	0	750 <sup>1</sup>
O'Reilly Auto Parts # 3538	Salinas	4,530	4,300	4,935	1,000 <sup>1</sup>	750 <sup>1</sup>	500 <sup>1</sup>
O'Reilly Auto Parts # 3566	Soledad	3,605	3,800	3,150	250 <sup>1</sup>	1,950 <sup>1</sup>	750 <sup>1</sup>
O'Reilly Auto Parts # 4731	Greenfield	2,935	3,765	3,285	0	0	750 <sup>1</sup>
Oil Can Henry's	Salinas	0	118	0	0	0	0
Ownes Chevron	King City	0	0	0	0	0	0
Mobil 1 Lube Express*	Salinas	0	0	0	10,500 <sup>1</sup>	10,000 <sup>1</sup>	9,000 <sup>1</sup>
Salinas Mitsubishi	Salinas	0	Dropped program	Dropped program	0	Dropped program	Dropped program
Precision Tune Auto Care	Salinas	2,181	Dropped program	Dropped program	1,450	Dropped program	Dropped program
<b>Total</b>		<b>63,656</b>	<b>63,845</b>	<b>65,338</b>	<b>40,703</b>	<b>36,403</b>	<b>30,000</b>
Difference			189	1,493		-4,300	-6,403
Percent Difference			0%	2.34%		-11%	-18%

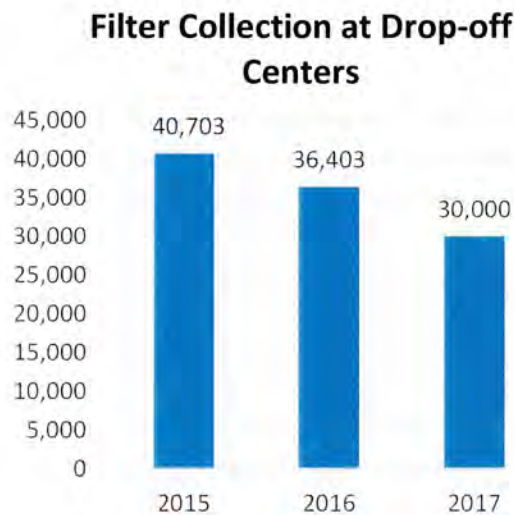
<sup>1</sup>For filters totals in italics the totals were calculated using a State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters. This calculation is used to compare the total number of filters collected to other facilities and by year.

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

**Chart 1b. Gallons of used oil collected from residential CCC sites in SVSWA area**



**Chart 1b. Number of filters collected from residential CCC sites in SVSWA area**



**Residential Curbside Collection Program: Calendar Year 2017**

A total of 22,314 gallons of used oil and 10,987 filters were collected throughout Monterey County. Of these, 95% of all oil collected and 94% of filters collected come from residents in the SVSWA area. Table 2a includes a breakdown of the data reported to MCEHB from Republic Services of Salinas, Tri-Cities Disposal and Waste Management, the three solid waste haulers that provide collection services in the SVSWA service area. MCEHB ensures the franchise haulers in Monterey County are provided with supply of oil containers and filter bags. During the 2017 calendar year, MCEHB contracted vendor Hope Services announced they were no longer able to perform the services related to assembly and transportation of oil containers. MCEHB staff performed those services while searching for a new vendor.

There was a 19% increase in used oil collected and a 11% decrease in filters collected compared to the collection data from 2016. MCEHB promotes collection of used oil and filters via curbside through Spanish radio newspaper, as well as outreach events. At outreach events MCEHB provides used oil and filter collection kit that includes a 2.5-gallon container, filter bag, rag, filter wrench, filter drainer and oil funnel.

**Methodology**

MCEHB receives oil and filter collection data from Waste Management on a monthly basis and collects data directly from Bayside Oil, the County's contracted oil hauler. MCEHB provides containers, filter bags and technical assistance to the franchise haulers as necessary.

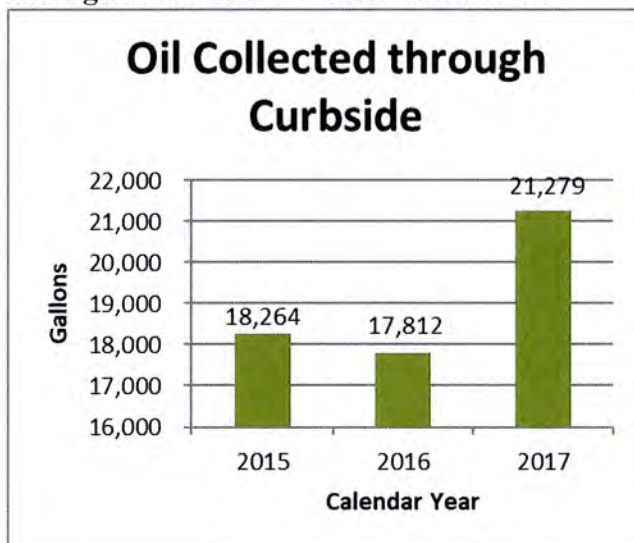


**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

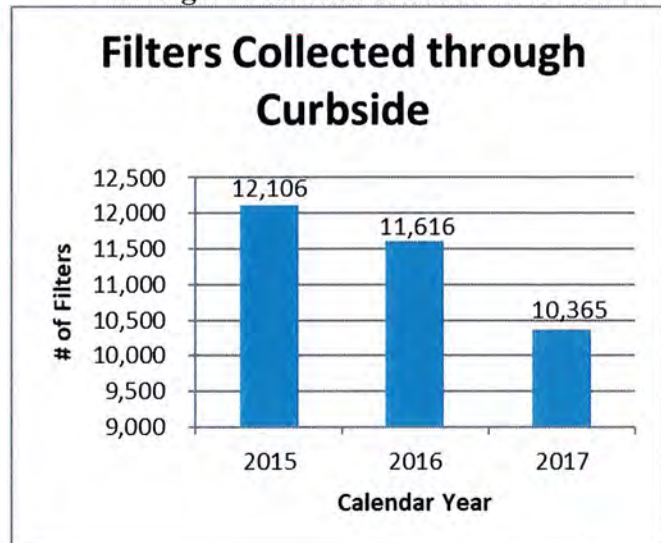
**Table 2a. Curbside Oil & Filter Collection in SVSWA area Calendar Year Comparisons**

		Used Oil			Filters		
Hauler	City/Area	2015	2016	2017	2015	2016	2017
Republic Services of Salinas	Salinas	7,693	6,517	9,821	2,750	2,700	1,000
Tri-Cities Disposal	Soledad	1,411	2,883	2,856	3,008	2,751	2,834
Tri-Cities Disposal	Gonzales	1,580	1,447	1,581	1,560	1,382	1,637
Tri-Cities Disposal	Greenfield	4,902	4,514	4,273	4,331	4,315	4,321
Tri-Cities Disposal	CSD of Spreckles	3	0	8	0	0	10
Waste Management, Inc.	King City	338	348	260	41	53	57
Waste Management, Inc.	Unincorporated Monterey County	2,338	2,103	2,480	416	415	506
	<b>Total</b>	<b>18,264</b>	<b>17,812</b>	<b>21,279</b>	<b>12,106</b>	<b>11,616</b>	<b>10,365</b>
			(452)	3,467		(490)	-1,251
	Percent Difference		-2%	19%		-4%	-11%
	County wide collection			22,314			10,987
	Percent coming from Salinas Valley			95%			94%

**Chart 2a. Gallons of used oil collected through residential curbside in SVSWA**



**Chart 2b. Number of filters collected through residential curbside in SVSWA**



**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

**3. Agricultural Oil and Filter Drop off Program: Calendar Year 2017**

A total of 22,385 gallons of used oil and 16,5750 filters were collected from Agricultural Oil & Filter Collection Centers (Ag Centers) in Monterey County. Table 3a below includes data from the three Agricultural CCC sites serving small farmers in Monterey County, all of which are located within the SVSWA service area. The data below shows a 149% increase in used oil and a 2% increase in used oil filters collected compared to calendar year 2016.

The program continued to be advertised via South County Newspapers, KRKC radio and direct outreach through attendance at agricultural-related workshops and conferences. MCEHB also published advertisements in the local newspaper highlighting these collection centers to increase awareness.

**Methodology**

MCEHB collects data directly from Bayside Oil, the County's contracted oil hauler.

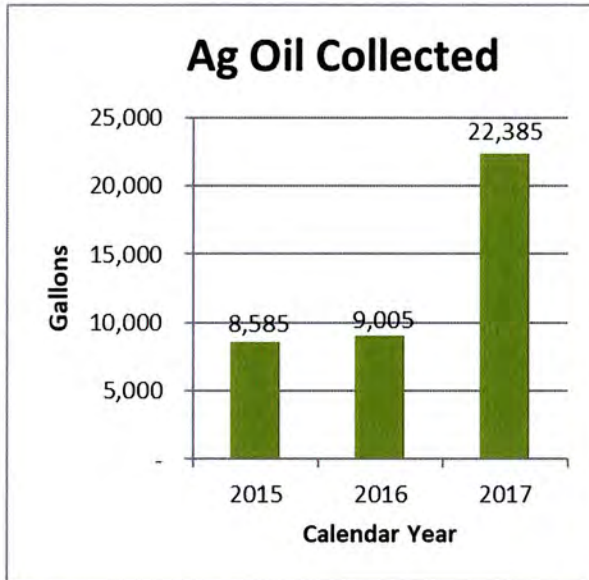
**Table 3a. Agricultural Oil & Filter Collection Calendar Year Comparisons**

<b>Ag Center</b>	<b>Used Oil</b>			<b>Filters</b>		
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Sturdy Oil, Salinas	7,335	8,105	22,110	<i>12,250'</i>	<i>15,750'</i>	<i>16,250'</i>
Monterey County Ag Commissioner, King City	1,250	0	275	<i>1,500'</i>	<i>250'</i>	<i>500'</i>
Mo.Co. Public Works Yard	0	900	0	<i>500'</i>	<i>500'</i>	0
<b>Total</b>	<b>8,585</b>	<b>9,005</b>	<b>22,385</b>	<b>14,250</b>	<b>16,500</b>	<b>16,750</b>
Difference		420	13,380		2,250	250
Percent Difference		5%	149%		16%	2%

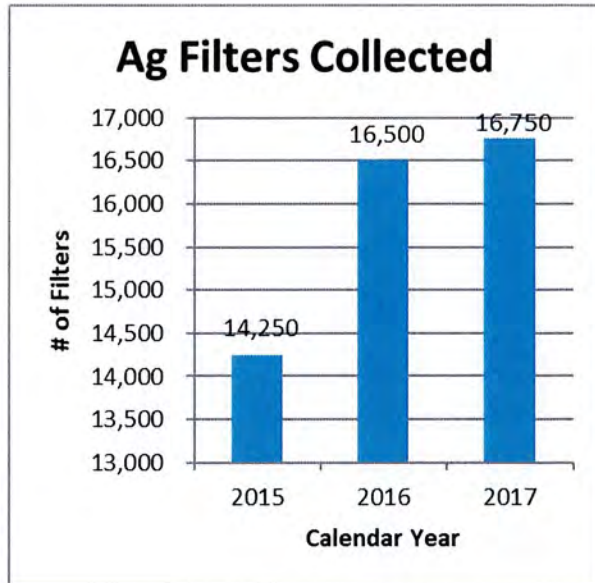
<sup>1</sup>For filters totals in italics the totals were calculated using a State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters. This calculation is used to compare the total number of filters collected to other facilities and through the year

**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
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**Chart 3a. Gallons of used oil collected from agricultural centers**



**Chart 3b. Number of filters collected from agricultural centers**





**Monterey County Used Oil & Filter Recycling Program  
Annual Report to the Salinas Valley Solid Waste Authority  
Calendar Year 2017**

**4. Education and Outreach**

**4A. Used Oil & Filter Recycling Community Outreach**

<b>Date</b>	<b>Event</b>	<b>Location</b>
June 24, 2017	Used Oil Filter Exchange	Gonzales, Ca
September 30, 2017	Used Oil Filter Exchange	Soledad, Ca
October 21, 2017	Used Oil Filter Exchange	Greenfield, Ca
October 28, 2017	Used Oil Filter Exchange	Gonzales, Ca

- Attended the Monterey Bay Regional Ag Expo, Salinas, March 8, 2017
- Attended the South County Environmental Compliance Workshop, King City, April 12, 2017
- Attended the Mo Co. Hazardous Waste Compliance Workshop, Salinas, September 27, 2017
- Conducted site visits to **21** Certified Collection Centers within the SVSWA

**4B. Media during this Reporting Period**

Paid for 37 advertisements in local newspapers including the Soledad Bee, King City Rustler, Greenfield News, Gonzales Tribune.
Paid for 635 radio ads in both Spanish and English radio; KRKC 104.1AM & 1490AM, La TriColor (KLOK) promoting curbside oil collection and agricultural collection program

**4C. Work to be completed during next reporting period**

MCEHB will continue to promote the residential, agricultural and boating programs through direct education and outreach, as well as media advertisements. MCEHB replenished the supply of filter bags and will continue to provide the containers, filter bags, labels and other equipment as needed. In the upcoming year, MCEHB plans to seek alternative outlets for advertising and collaborate with local auto parts store to hold onsite filter exchange events.



## Report to the Board of Directors

ITEM NO. 7

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Awarding the Construction Contract for the Johnson Canyon Landfill Module 7 Construction (CIP 9527) to Wood Bros. Inc. in the Amount of \$3,679,090.50.

### RECOMMENDATION

Staff recommends the Board adopt the resolution awarding the construction contract for the Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) to Wood Bros. Inc. in the amount of \$3,679,090.50.

### BACKGROUND

The Johnson Canyon Landfill is designed to be divided into 10 waste containment modules. Module 456B was the last module constructed in 2009. Module 7 is the next module scheduled to be built and will have an estimated capacity of 1.1 million tons. Module 7 will be located to the west of the existing landfill modules.

On November 15, 2018, the Board approved Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) and authorized the request for bids. Subsequently, staff started the bid advertisement period with bids due on January 11, 2019. The engineers estimate for this project was \$4,306,535.00.

### DISCUSSION & ANALYSIS

On January 11, 2019, the construction bids for the Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) were opened with the following results:

Contractor	Bid
Wood Bros. Inc.	\$ 3,679,090.50
Nichelini General Engineering	\$ 3,694,521.00
Raminha Construction	\$ 3,987,206.00
Papich Construction	\$ 4,105,895.00
Ford Construction Inc.	\$ 4,180,393.00
Whittaker Construction	\$ 4,332,880.00
Sukut Constnution	\$ 4,598,334.00
Four M Contracting	\$ 5,676,000.00

Staff reviewed the bids and found Wood Bros. Inc. to be the lowest responsive and responsible bidder. Construction activities will start in February 2019 and conclude by July 2019. This project will provide the Authority with approximately 6 years of landfill capacity

at current disposal rates.

#### FISCAL IMPACT

The CIP budget approved on September 20, 2018, included \$4,933,506 allocated for the construction of this new cell. Construction Quality Assurance(CQA) is required for this project and the amount for the CQA work contract will be in addition to the construction component. The CQA contract can be found on a separate board item.

#### ATTACHMENT(S)

1. Resolution
2. Attachment "A" – Construction Services Contract

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING THE CONSTRUCTION CONTRACT TO WOOD BROS. INC. FOR THE JOHNSON  
CANYON LANDFILL MODULE 7 CONSTRUCTION (CIP 9527) FOR THE AMOUNT OF  
\$3,679,090.50

WHEREAS, on November 15, 2018 the Authority released a Request for Bids for the Johnson Canyon Landfill Module 7 Construction Project due on January 11, 2019; and,

WHEREAS, eight proposals were received and the Authority determined that Wood Bros. Inc. was the lowest responsive qualified bidder.

NOW, 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 award the Johnson Canyon Landfill Module 7 Construction Project contract to Wood Bros. Inc. as attached hereto and marked "Attachment A" for the amount of \$3,679,090.50.

BE IT FURTHER RESOLVED, that the Chief Administration Officer or his delegate is hereby authorized to approve change orders to the contract subject to the following conditions:

- There is adequate funding remaining in the Capital Improvement Project for new cell construction for the change order.
- The change order must occur prior to the next Board meeting to keep the project on schedule, or is less than \$50,000.
- Any change orders over \$50,000 must be presented to the Board for ratification at the next available Board Meeting.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 24<sup>th</sup> day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

**SECTION IV**  
**SALINAS VALLEY SOLID WASTE AUTHORITY**

**CONSTRUCTION CONTRACT**

**CONTRACT NO. 9527 –**

**TO PROVIDE JOHNSON CANYON MODULE 7 CONSTRUCTION SERVICES**

This agreement is entered into on January 24, 2019 between the Salinas Valley Solid Waste Authority ("Authority") and Wood Bros. Inc. ("Contractor"), a corporation, located at 14147 18<sup>th</sup> Avenue, Lemoore, Ca. 93245 for the performance of certain work to be done by Contractor as set forth below.

**THE AUTHORITY AND THE CONTRACTOR DO HEREBY AGREE AS FOLLOWS:**

**1. WORK TO BE PERFORMED AND PERMITS**

The Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work under this Agreement (hereinafter "Work"). Contractor shall obtain and pay for any and all licenses, permits, and OSHA permits, if required and necessary to undertake and complete the Work.

The Work shall be completed in a good and workmanlike manner to the satisfaction of Authority and in strict accordance with the Contract document as noted below.

**2. CONTRACT DOCUMENTS**

It is expressly understood and agreed that this Contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- A. Notice of Inviting Sealed Proposals;
- B. Information to Bidders and any Addenda thereto;
- C. Signed and executed Standard Bid Forms (A-O), as accepted by the Authority;
- D. Plans and Specifications;
- E. State of California, Department of Transportation, Standard Specifications and Standard Plans, May 2015 Edition;
- F. And this Agreement.

**3. COMPLETION DATE AND DAMAGES**

Time is of the essence in this Agreement. Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the Contract has been approved by the Authority Engineer authorized to represent the Authority. The work shall be diligently pursued to completion before the expiration of **110 working days** beginning with the date of the Notice to Proceed



letter. Failure to complete the Work to the satisfaction of Authority by said date shall entitle Authority at its option to sue for damages or retain and collect liquidated damages in the amount of **\$1,500 per day** for each calendar day thereafter.

Contractor shall be entitled to extensions of time, however, for delays caused by unusual and unforeseeable events beyond the control of Contractor or for delays caused by the negligent act or omission of Authority, and Authority shall not be entitled to liquidated damages for those delays but shall nonetheless be entitled to damages for each and every other day of delay.

If Contractor is entitled to additional time to complete the Work under this provision, Contractor shall not be entitled extra payment for damages caused by such delays, unless caused by the negligent act or omission of Authority.

#### **4. CONTRACT SUM**

For completion of all Work to the satisfaction of the Authority, the Authority shall pay Contractor the sum of \$3,679,090.50. The Contract sum includes base bid, unit prices, and additive alternatives if any.

#### **5. PAYMENT**

Monthly progress payments shall be paid to Contractor by the 22nd of the month for written requests submitted by the first day of the same month. Authority shall, however, retain 10% of the amount owing under each request, which retainage shall be included in the final payment owed Contractor. Whereas material suppliers and workers may file a claim or lien for nonpayment of monies owed them, up to 30 days after recording a Notice of Completion, final payment shall not be made to Contractor until 35 days after the Authority records a Notice of Completion. There shall be no interest owed for such retainage. However, Authority may pay Contractor before the expiration of said 35 days if Contractor provides Authority with satisfactory assurances that materials suppliers and workers have been paid in full.

In accordance with Section 22300 of the Public Contracts Code, if the Contractor so requests, Authority shall pay to Contractor any monies withheld, if acceptable securities are deposited with the Authority or a state or federally chartered bank as escrow agent, equivalent to the amount being withheld.

#### **6. SITE CONDITIONS**

Contractor warrants that she/he has made an independent investigation of the job site, including soil conditions at the job site, and other conditions that might affect the progress of the Work, and has satisfied himself/herself as to those conditions, and agrees that he/she shall not be entitled to additional compensation for work required to overcome unanticipated site conditions. Any information furnished by Authority regarding conditions is for the convenience of Contractor only, and Authority does not warrant the accuracy of such conditions.

#### **7. CHANGES IN THE WORK**

The Authority may alter, add, or delete work without penalty, if the Authority determines such changes are reasonably necessary to complete the whole of the work. Such additions or deletions shall be affected by written change orders approved by the Authority's Board of Directors, provided however that the Authority's Chief Administrative Officer may approve written change orders up to \$50,000.00 in the aggregate without Board approval. All change orders shall be signed by both parties and will describe the

change, the price adjustment, and adjustment in time allowed for completion of the Work.

Except as expressly provided in this paragraph, no officer, employee or agent of the Authority is authorized to bind the Authority to any change order or other order for extra work, absent prior express approval for such claimed item of extra work by the Authority Board. Contractor shall not perform any work that Contractor claims is outside the scope of work described in the Contract Documents without prior written authorization from the Authority, and if Contractor violates this provision, Contractor shall not be entitled to any compensation for such extra work. All change orders must be approved in writing in advance by the Authority's Board of Directors, however, the Authority's Chief Administrative Officer may approve change orders without Board approval as set forth above. The price adjustment for the addition or deletion of work shall be based, where applicable, on the unit prices provided by the Contractor in the Contractor's bid.

## **8. WARRANTIES**

The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one (1) year after acceptance of final payment by Contractor, and to indemnify said Authority against all loss and damages occasioned by any such defect discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one (1) year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one (1) year after the actual discovery thereof.

## **9. INDEMNITY AND INSURANCE**

**Workers' Compensation Insurance** - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Contract.

**Indemnification** - To the fullest extent permitted by law, 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, however caused, regardless of any negligence of the Authority or its directors, officers, employees, or authorized volunteers, except the sole 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), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority or the Authority's directors, officers, employees, or authorized volunteers.

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.

Contractor shall reimburse the Authority or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, or its directors, officers, employees or authorized volunteers.

**Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Authority, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the

Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Authority.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of a minimum financial strength rating 'A' and a minimum financial size category rating 'VII' or equivalent or as otherwise approved by the Authority.

**Workers' Compensation and Employer's Liability Insurance** - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease. **Responsibility for Work** - Until the completion and final acceptance by the Authority of all the work under and implied by this Agreement, the work shall be

under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the Authority. Such insurance shall include explosion, collapse, underground excavation, and removal of lateral support. The Authority shall be a named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Authority or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Authority.

The insurer shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

**Evidences of Insurance** - Prior to execution of the Contract, the Contractor shall file with the Authority a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Contractor shall, upon demand of the Authority, deliver to the Authority such policy or policies of insurance and the receipts for payment of premiums thereon.

**Sub-Contractors** - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

## **10. BONDS**

Contractor shall provide a public works payment bond in the amount of 100% of the Contract sum (Civil Code 3247 and 3248 require a payment bond of at least 100% of the Contract sum for public works contracts in excess of \$25,000.00). Contractor shall provide satisfactory evidence to Authority that such bond has been procured prior to Authority's execution of this Agreement.

## **11. CONTRACTOR'S LICENSE**

Contractor certifies that he possesses a valid California Contractor's License, Class A, which qualifies him to do the Work under this Agreement.

## **12. SUBCONTRACTORS**

Contractor certifies that the name of all subcontractors, if any, to be hired by Contractor are listed on the attached form entitled "List of Subcontractors", and will abide by the terms set forth therein, which terms are hereby incorporated by reference.

### **13. PERFORMANCE**

Contractor agrees to promptly begin work in accordance with the terms of this Agreement.

### **14. ASSIGNMENT**

Neither this agreement nor any of the Contractor's rights under it shall be transferable or assignable without the express written consent of the Authority, but in the event of any assignment, all terms, conditions, and obligations herein shall be binding upon the assignee.

### **15. 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 statute 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.

**16. WAIVER OF RIGHTS**

Any waiver, at any time, by either party hereto, of its rights with respect to a default or any other matter pertaining to this Agreement shall not be deemed a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by written consent of the waiving party.

**17. NOTICES**

All notices and demands required under this Agreement shall be deemed given by one party when delivered personally to the principal office of the other party; when FAXED to the other party; or five (5) days following mailing by US Postal service, first class postage prepaid, addressed to the other party as follows:

To AUTHORITY:

**BY MAIL:**

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

**HAND DELIVERY:**

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

To CONTRACTOR:

Wood Bros. Inc.  
Mike Sheffield  
P.O. Box 216  
Lemoore, Ca. 93245

The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

**18. SEVERABILITY**

If any portion or provision of this Agreement is found to be contrary to law or policy of the law or unenforceable in a court of competent jurisdiction, then the portion so found shall be null and void, but all other portions of the Agreement shall remain in full force and effect.

## **19. PARAGRAPH HEADINGS**

Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

## **20. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the assigns or successors to this Agreement in the same manner as the original parties hereto.

## **21. INTEGRATED AGREEMENT**

This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement may be changed only by written amendment approved by all the parties' signature hereto.

## **22. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

## **23. ATTORNEY'S FEES**

In the event of arbitration or litigation proceedings to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. A party who incurs fees or costs in enforcing a judgment or arbitration award on this Agreement shall be entitled to collect such fees and costs from the party against whom the judgment is entered, including all fees and costs for post-judgment or post-award collection activities. The parties hereto waive the benefits of the Code of Civil Procedure Section 685.080. The parties specifically intend and agree that this provision shall survive any judgment on this Agreement and shall not be extinguished by merger with the judgment or arbitration award. The phrase "prevailing party" shall include a party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, or otherwise.

## **24. EXHIBITS**

All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

## **25. COUNTERPARTS**

This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

## **26. PUBLIC CONTRACT PROVISIONS**

The Contractor is responsible for his own compliance, and is responsible for all subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the



employment of apprentices, and hours of work, all as set forth in Section 1170 through Section 1815 of that Code. Those requirements are set forth below. The term "Contractor" shall hereafter refer to the Prime or General Contractor, with whom the Authority has contracted pursuant to this Agreement. The term subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this Contract.

## **27. PAYMENT OF PREVAILING WAGES**

- A. Pursuant to Sections 1774 and 1775 of the Labor Code, unless the Contract price is under \$1,000.00, the Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this Contract. Failure to so comply will result in a fine of \$25.00 per day per violation, and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
- B. Pursuant to Section 1773.2 of the California Labor Code, the Salinas Valley Solid Waste Authority has on file at its principal office, located at 128 Sun Street Ste. 101, Salinas, California 93901, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the Contract, and a copy shall be available to any interested party upon request.
- C. The Contractor shall obtain and post copies of the prevailing per diem wage rates at the job site during the term of this project.
- D. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid each workman employed by him in connection with the public work. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these provisions shall result in a penalty of \$25.00 per calendar day as set forth in subsection (E).
- E. Unless the Contract amount is under \$30,000 or will be completed in less than twenty (20) days (or if this Contract involves a specialty Contractor under \$2,000 or less than five (5) days) the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to appreciable crafts or trades as applicable under Section 1777.5.

## **28. HOURS OF LABOR**

Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any subcontractor in excess of eight (8) hours per day, and forty (40) hours in any one (1) week, shall be compensated at not less than one and one-half (1-1/2) times their basic rate of pay. Violation of this condition shall result in a penalty as required by the Labor Code and no less than \$25.00 per day per workman so underpaid.

## 29. SAFETY

The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks; confined space procedures; trenching and shoring; fall protection; and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

The Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the Authority and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the Authority specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five (5) feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the Authority prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the Authority before work begins.

The names and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed.

### **30. COMPLIANCE WITH AIR AND WATER ACTS**

This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 32, as amended from time to time. In compliance with the said regulations, the Contractor shall cause or require to be inserted in full in all Contracts and subcontracts with respect to any non-exempt transaction there under funded with assistance provided under this agreement, the following requirements:

1. A stipulation by the Contractor or sub-contractor that any facility to be utilized in the performance of any non-exempt Contract or sub-contract is not listed on the 15.20 nonprocurement list issued by the General Services Administration (GSA) pursuant to 48 CFR Part 9 Subpart 9.4, unless the EPA has granted an exception under 40 CFR Section 32.215.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7413) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the GSA's non-procurement list.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs (1) through (4) of this section in every non-exempt sub-contract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility, which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act (42 U.S.C. 1413(c)(1)) or Section 309(c) of the Federal Water Pollution Control Act (33 U.S.C. 1319(c)).

### **31. EXCAVATIONS DEEPER THAN FOUR FEET INVOLVING HAZARDOUS WASTES OR MATERIALLY DIFFERENT SITE CONDITIONS (Public Contract Code 7104)**

If the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

- A. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the Authority, in writing, of any:
  1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  2. Subsurface or latent physical conditions at the site differing from those indicated;
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

- B. The Authority shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the procedures described in the Agreement.
- C. In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Contract or by law, which pertains to the resolution of disputes and protests between the contracting parties.

### **32. TRENCH EXCAVATION: APPROVAL OF PLAN FOR PROTECTION FROM CAVING** (Labor Code 6705)

If the Contract involves an estimated expenditure of more than \$25,000, for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit, for acceptance and approval by the Authority or its designated engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provision to be made for worker protection from the hazard of caving ground during such excavation, all in accordance with Labor Code Section 6705.

### **33. UNIDENTIFIED UTILITIES - COSTS** (Government Code 4215)

The Authority shall be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the construction site, if such utilities are not identified in the plans and specifications for the work. The Contractor shall be compensated for his actual costs of locating, repairing damage not due to his failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor discovers utility facilities not identified in the Contract plans or specifications, he shall immediately notify the Authority and the utility in writing. The Contractor shall not be assessed liquidated damages for delay if caused by the failure of the Authority or the owner of the utility to provide for removal or relocation of such utility facilities. The Authority shall provide a layout of all main lines and existing service laterals. The Contractor shall exercise due care in verifying the locations provided by the Authority and shall notify the Authority of site conditions that differ from those indicated.

### **35. ASSIGNMENT OF ANTITRUST/UNFAIR BUSINESS PRACTICE CLAIMS** (Public Contract Code 7103)

Pursuant to Public Contract Code Section 7103, Contractor and any subcontractors supplying goods, services or materials under this Contract agree to assign Authority all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract or the subcontract.

**IN WITNESS WHEREOF**, the Salinas Valley Solid Waste Authority has caused this instrument to be executed by its Chief Administrative Officer and Contractor has caused this instrument to be executed, the day and year noted above.

**SALINAS VALLEY SOLID WASTE AUTHORITY**

A Joint Powers Authority

Signed: \_\_\_\_\_  
Chief Administrative Officer

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

Name (printed): \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

Signed: \_\_\_\_\_  
Authority Interim General Council

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

Name (printed): \_\_\_\_\_

**CONTRACTOR**

Signed: \_\_\_\_\_  
Contractor

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

Name (printed): \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

*NOTE: Signature(s) of those entities signing for Contractor must be notarized – Attach Notarization*

### SECTION III. STANDARD BID FORMS

#### FORMS TO BE SUBMITTED WITH THE BID

- A. Bid Form
- B. Schedule to Bid Items
- C. Contractor's License Certification
- D. Affirmative Action Statement
- E. Designation of Subcontractors
- F. Bidder's Bond
- G. Designation of Insurance Agent or Broker
- H. Non-Collusion Bond
- I. Stop Work Notice
- J. Prevailing Wage Statement
- K. Bidder's Statement of Financial Responsibility, Technical Ability, and Experience
- L. Public Contract Code Section 10232 and Section 10285.1 Statement
- M. Public Contract Code Section 10162 Questionnaire

#### FORMS TO BE SUBMITTED AFTER CONTRACT AWARD (See Construction Contract for details)

- N. Payment Bond
- O. Performance Bond

The documents referenced above are available at the Clerks of the Boards Office. For copies please contact the Clerk of the Board at 831-775-3012 or via e-mail at [erikat@svswa.org](mailto:erikat@svswa.org).



## Report to the Board of Directors

ITEM NO. 8

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: Brian Kennedy, Engineering and Environmental  
Compliance Manager

Title: A Resolution Awarding the Contract for  
Construction Quality Assurance for the  
Johnson Canyon Landfill Module 7  
Construction Project (CIP 9527) to Geosyntec  
Consultants the Amount of \$314,025

### RECOMMENDATION

Staff recommends awarding the Construction Quality Assurance (CQA) contract for the Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) to Geosyntec Consultants in the amount of \$314,025.

### BACKGROUND

On November 15, 2018, the Board approved Johnson Canyon Landfill Module 7 Construction Project (CIP 9527) and authorized request for bids. Integral to this project is the construction quality assurance component that ensures that the landfill module is constructed to the design specifications and State regulations. It is required by the State that the company that performs the CQA for the project is independent of the engineering design and construction firms. Subsequently, staff started the bid process with bids due on January 11, 2019.

### DISCUSSION & ANALYSIS

Staff released a Request for Proposals (RFP) on December 12, 2018. The RFP closed on January 11, 2019. We received bids from two (2) reputable and capable firms: NV5 and Geosyntec Consultants. As this is a professional services contract, the proposals were evaluated on merit in accordance with professional industry practices with price evaluated only after the contractor qualifications were first considered. A panel of 4 Authority staff evaluated and ranked each proposal. It was unanimously determined that Geosyntec Consultants was the firm best positioned and experienced to perform the work required in the RFP, in addition to being the lowest cost provider. Geosyntec Consultants has a steady history of working with similar projects and a highly qualified staff to perform the construction quality assurance. The contract for these services is for \$314,025. The contract and scope of work can be found in Exhibit A.

### FISCAL IMPACT

The CIP budget approved on September 20, 2018, included \$4,933,506 allocated for the construction of this new cell. Construction Quality Assurance (CQA) is required for this project and the amount for the CQA work contract is part of the budget allocation and

will be in addition to the construction component. The combined construction and CQA bids total \$3,993,115.50 which is well within the budgeted amount.

ATTACHMENT(S)

1. Resolution
2. Attachment "A" – Professional Services Contract



RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING THE CONTRACT FOR CONSTRUCTION QUALITY ASSURANCE FOR THE JOHNSON  
CANYON LANDFILL MODULE 7 CONSTRUCTION PROJECT (CIP 9527) TO GEOSYNTEC  
CONSULTANTS FOR THE AMOUNT OF \$314,025

WHEREAS, on December 12, 2018 the Authority released a Request for Proposals for Construction Quality Assurance for the Johnson Canyon Landfill Module 7 Construction Project due on January 11, 2019; and,

WHEREAS, two proposals were received and it was determined that Geosyntec Consultants was the best qualified bidder.

NOW, 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 award the Construction Quality Assurance contract for the Johnson Canyon Landfill Module 7 Construction Project to Geosyntec Consultants as the most qualified bidder hereto and marked "Attachment A" for the amount of \$314,025.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 24<sup>th</sup> day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
SALINAS VALLEY SOLID WASTE AUTHORITY AND GEOSYNTEC CONSULTANTS  
TO PROVIDE CONSTRUCTION QUALITY ASSURANCE SERVICES FOR THE JOHNSON  
CANYON LANDFILL MODULE 7 CONSTRUCTION PROJECT

This agreement, made and entered into this 24<sup>th</sup> day of January, 2019 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 Geosyntec Consultants. (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 30 days after Module 7 construction has completed.

**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. Amy Padovani 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 the Authority, 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 statute 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  
128 Sun Street, Suite 101  
Salinas, CA 93901

***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:

Geosyntec Consultants  
Michael Minch  
1111 Broadway, 6<sup>th</sup> Floor  
Oakland, Ca. 94607

- 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 required 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.

**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:

\_\_\_\_\_  
R. Patrick Mathews  
General Manager/CAO

\_\_\_\_\_  
James Sanchez, Lozano Smith  
Authority Interim General Counsel

ATTEST:

\_\_\_\_\_  
Erika J. Trujillo  
Clerk of the Board

**CONSULTANT: GEOSYNTEC CONSULTANTS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attachments:

Exhibit A Scope of Services and Fees



# Schedule of Fees

**Johnson Canyon Landfill  
Construction Quality Assurance for the  
Module 7 Construction Project**

**January 11, 2019**

Prepared by:  
**Geosyntec**   
consultants

Prepared for:  
**Salinas Valley Solid  
Waste Authority**

**ORIGINAL**

## SECTION 5 - FINANCIALS

### Schedule of Fees

The estimated lump sum cost for providing construction quality assurance services related to construction of Module VII at the Johnson Canyon Landfill is **\$314,025**. The table below provides the estimate costs for each of the tasks described in Section 3 – Project Understanding and Approach.

Schedule of Fees	
1 – PREPARATION ACTIVITIES	\$36,563
2 – MANAGEMENT STAFF	\$51,876
3 – FIELD CQA MONITORING	\$158,300
4 – LAB AND FIELD EXPENSES	\$38,602
5 – FINAL CQA REPORT	\$28,684
<b>Total (Tasks 1 through 5)</b>	<b>\$314,025</b>

A detailed summary of the costs associated with the lump sum cost provided on the Schedule of Fees is presented below, including a list of the project tasks, staff resources allocated to each task, and hourly rate for each staff level. A detailed rate schedule, including staff hourly rates and costs for general project expenses has been provided after the detailed summary of costs.



**COST ESTIMATE**  
**JOHNSON CANYON LANDFILL MODULE 7 - CONSTRUCTION QUALITY ASSURANCE**  
**SALINAS VALLEY SOLID WASTE AUTHORITY**  
**11 JANUARY 2019**

Item	Units	Unit Rate	Number of Units	Unadjusted Cost	Mark-Up	Adjusted Cost
<b>TASK 1 - Preparation Activities (Includes Test Pad Construction)</b>						
Senior Project Engineer - CQA Officer <sup>(1)</sup>	hr	\$ 195	14	\$ 2,730	0%	\$ 2,730
Senior Engineering Technician - CQA Monitor <sup>(2)</sup>	hr	\$ 100	38	\$ 3,800	0%	\$ 3,800
Principal	hr	\$ 200	10	\$ 2,000	0%	\$ 2,000
Project Professional	hr	\$ 165	2	\$ 330	0%	\$ 330
Vehicle/Fuel	day	\$ 85	4	\$ 340	0%	\$ 340
Field Office	mo	\$ 200	6	\$ 1,200	10%	\$ 1,320
Communication Fee (3% Professional Fees)	%	\$ 8,860	1	\$ 8,860	3%	\$ 266
<b>Low Permeability Soil Layer Test Pad Construction</b>						
Senior Project Engineer - CQA Officer <sup>(3)</sup>	hr	\$ 195	32	\$ 6,240	0%	\$ 6,240
Principal	hr	\$ 200	16	\$ 1,600	0%	\$ 1,600
Professional <sup>(5)</sup>	hr	\$ 155	48	\$ 7,440	0%	\$ 7,440
Vehicle/Fuel	day	\$ 85	8	\$ 680	0%	\$ 680
Clerical	hr	\$ 68	4	\$ 272	0%	\$ 272
Reproduction and Shipping	ls	\$ 200	1	\$ 200	0%	\$ 200
Communication Fee (3% Professional Fees)	%	\$ 15,280	1	\$ 15,280	3%	\$ 458
<b>Equipment</b>						
BAT Permeameter	day	\$ 200	5	\$ 1,000	0%	\$ 1,000
Sealed Single Ring Infiltrometer	day	\$ 200	5	\$ 1,000	0%	\$ 1,000
Nuclear Density Gauge	week	\$ 200	1	\$ 200	0%	\$ 200
Miscellaneous (Construction Equipment for SSRI)	week	\$ 1,000	1	\$ 1,000	0%	\$ 1,000
<b>Soil Testing</b>						
Moisture-Density Relationship Curves (ASTM D 1557)	each	\$ 240	4	\$ 960	10.0%	\$ 1,056
Sieve Analysis (ASTM D422/D1140)	each	\$ 160	4	\$ 640	10.0%	\$ 704
Atterberg Limits (ASTM D4318)	each	\$ 180	4	\$ 720	10.0%	\$ 792
Hydraulic Conductivity (ASTM D5084)	each	\$ 420	5	\$ 2,100	10.0%	\$ 2,310
In-Place Moisture/Density, Nuclear Gauge Method <sup>(2)</sup>	each	\$ -		\$ -	0%	\$ -
Moisture Content (ASTM D2216) <sup>(2)</sup>	each	\$ -		\$ -	0%	\$ -
Sample Shipping & Supplies	NTE	\$ 750	1	\$ 750	10%	\$ 825
<b>TASK 1 TOTAL</b>						<b>\$ 36,563</b>
<b>TASK 2 - Management Staff</b>						
Senior Project Engineer - CQA Officer <sup>(1)</sup>	hr	\$ 195	144	\$ 28,080	0%	\$ 28,080
Principal <sup>(2)</sup>	hr	\$ 200	44	\$ 8,800	0%	\$ 8,800
Senior Staff Engineer <sup>(3)</sup>	hr	\$ 140	88	\$ 12,320	0%	\$ 12,320
Vehicle/Fuel	day	\$ 85	6	\$ 510	0%	\$ 510
Administrative Assistant	hr	\$ 80	12	\$ 960	0%	\$ 960
Photocopies	ls	\$ 100	1	\$ 100	0%	\$ 100
Communication Fee (3% Professional Fees)	%	\$ 36,880	1	\$ 36,880	3%	\$ 1,106
<b>TASK 2 TOTAL</b>						<b>\$ 51,876</b>
<b>TASK 3 - Field CQA Monitoring</b>						
Senior Engineering Technician - CQA Monitor <sup>(1)</sup>	hr	\$ 100	1210	\$ 121,000	0%	\$ 121,000
Vehicle/Fuel	day	\$ 85	110	\$ 9,350	0%	\$ 9,350
Per Diem	week	\$ 225	22	\$ 4,950	0%	\$ 4,950
Housing	mo	\$ 2,100	6	\$ 12,600	0%	\$ 12,600
Nuclear Density Gauge	week	\$ 200	22	\$ 4,400	0%	\$ 4,400
BAT Permeameter	day	\$ 200	20	\$ 4,000	0%	\$ 4,000
Field Supplies	NTE	\$ 2,000	1	\$ 2,000	0%	\$ 2,000
<b>TASK 3 TOTAL</b>						<b>\$ 158,300</b>

**COST ESTIMATE**  
**JOHNSON CANYON LANDFILL MODULE 7 - CONSTRUCTION QUALITY ASSURANCE**  
**SALINAS VALLEY SOLID WASTE AUTHORITY**  
**11 JANUARY 2019**

Item	Units	Unit Rate	Number of Units	Unadjusted Cost	Mark-Up	Adjusted Cost
<b>TASK 4 - Lab and Field Expenses <sup>(1)</sup></b>						
<b>Laboratory Testing</b>						
<b>SOILS (Module VII &amp; Composting Pond)</b>						
<b>Low Permeability Soil Layer (7,500 CY)</b>						
Moisture-Density Relationship Curves (ASTM D1557)	each	\$ 240	15	\$ 3,600	10.0%	\$ 3,960
Sieve Analysis (ASTM D422)	each	\$ 160	15	\$ 2,400	10.0%	\$ 2,640
Atterberg Limits (ASTM D4318)	each	\$ 180	15	\$ 2,700	10.0%	\$ 2,970
Hydraulic Conductivity (ASTM D5084)	each	\$ 420	5	\$ 2,100	10.0%	\$ 2,310
In-Place Moisture/Density, Nuclear Gauge Method <sup>(2)</sup>	each	\$ -	30	\$ -	0%	\$ -
Moisture Content (ASTM D2216) <sup>(2)</sup>	each	\$ -	3	\$ -	0%	\$ -
BAT Permeameter	week	\$ 200	6	\$ 1,200	0%	\$ 1,200
Sample Shipping	NTE	\$ 1,500	1	\$ 1,500	10%	\$ 1,650
<b>Protective Soil Cover (~12,600 CY)</b>						
Sieve Analysis (ASTM D422)	each	\$ 160	5	\$ 800	10.0%	\$ 880
Moisture Content (ASTM D2216) <sup>(2)</sup>	each	\$ -	3	\$ -	0%	\$ -
Sample Shipping	NTE	\$ 300	1	\$ 300	10%	\$ 330
<b>Drainage Gravel (~1,200 CY)</b>						
Sieve Analysis (ASTM D422)	each	\$ 160	3	\$ 480	10.0%	\$ 528
Hydraulic Conductivity (ASTM D2434)	each	\$ 420	3	\$ 1,260	10.0%	\$ 1,386
Sample Shipping	NTE	\$ 350	1	\$ 350	10.0%	\$ 385
<b>Earthfill (~280 CY)</b>						
Moisture-Density Relationship Curves (ASTM D1557)	each	\$ 240	1	\$ 240	10.0%	\$ 264
Sieve Analysis (ASTM D422)	each	\$ 160	1	\$ 160	10.0%	\$ 176
Atterberg Limits (ASTM D4318)	each	\$ 180	1	\$ 180	10.0%	\$ 198
In-Place Moisture/Density, Nuclear Gauge Method <sup>(2)</sup>	each	\$ -		\$ -	0%	\$ -
Moisture Content (ASTM D2216) <sup>(2)</sup>	each	\$ -	1	\$ -	0%	\$ -
Sample Shipping	NTE	\$ 100	1	\$ 100	0%	\$ 100
<b>Subgrade Preparation</b>						
Moisture-Density Relationship Curves (ASTM D1557)	each	\$ 240	1	\$ 240	10.0%	\$ 264
In-Place Moisture/Density, Nuclear Gauge Method <sup>(2)</sup>	each	\$ -		\$ -	0%	\$ -
Moisture Content (ASTM D2216) <sup>(2)</sup>	each	\$ -		\$ -	0%	\$ -
Sample Shipping	NTE	\$ 100	1	\$ 100	0%	\$ 100
<b>GEOSYNTHETICS (Module VII &amp; Composting Pond)</b>						
<b>GCL (429,770 SF) <sup>(3)</sup></b>						
Mass per Unit Area (ASTM D5993)	each	\$ 35	5	\$ 175	10.0%	\$ 193
Permeability/ Index Flux (ASTM D5887)	each	\$ 180	1	\$ 180	10.0%	\$ 198
Peel Strength (ASTM D6496)	each	\$ 50	5	\$ 250	10.0%	\$ 275
Tensile Properties (ASTM D6768)	each	\$ 50	5	\$ 250	10.0%	\$ 275
In-plant Sampling	hour	\$ 50	16	\$ 800	10.0%	\$ 880
Sample Shipping	NTE	\$ 500	1	\$ 500	10.0%	\$ 550
<b>60-mil Double-Sided HDPE Geomembrane (~429,770 SF) <sup>(3)</sup></b>						
Density/Specific Gravity (ASTM D1505)	each	\$ 25	5	\$ 125	10.0%	\$ 138
Asperity (Stud) Height (ASTM D7466)	each	\$ 35	10	\$ 350	10.0%	\$ 385
Carbon Black Content (ASTM D1603)	each	\$ 35	5	\$ 175	10.0%	\$ 193
Carbon Black Dispersion (ASTM D5596)	each	\$ 40	5	\$ 200	10.0%	\$ 220
Thickness (ASTM D5994)	each	\$ 20	5	\$ 100	10.0%	\$ 110
Puncture Resistance (ASTM D4833)	each	\$ 45	5	\$ 225	10.0%	\$ 248
Tensile Properties (ASTM D6693)	each	\$ 50	5	\$ 250	10.0%	\$ 275
In-plant Sampling	hour	\$ 50	16	\$ 800	10.0%	\$ 880
Sample Shipping	NTE	\$ 500	1	\$ 500	10.0%	\$ 550

**COST ESTIMATE**  
**JOHNSON CANYON LANDFILL MODULE 7 - CONSTRUCTION QUALITY ASSURANCE**  
**SALINAS VALLEY SOLID WASTE AUTHORITY**  
**11 JANUARY 2019**

Item	Units	Unit Rate	Number of Units	Unadjusted Cost	Mark-Up	Adjusted Cost
<b>Single-Sided Geocomposite (~42,460 SF) <sup>(3)</sup></b>						
<i>Geotextile</i>						
Grab Strength (ASTM D4632)	each	\$ 45	1	\$ 45	10.0%	\$ 50
Mass Per Unit Area (ASTM D5261)	each	\$ 20	1	\$ 20	10.0%	\$ 22
Puncture Resistance (ASTM D6241)	each	\$ 85	1	\$ 85	10.0%	\$ 94
Permittivity (ASTM D4491)	each	\$ 50	1	\$ 50	10.0%	\$ 55
AOS (ASTM D4751)	each	\$ 95	1	\$ 95	10.0%	\$ 105
<i>Geocomposite</i>						
Peel Strength (ASTM D7005)	each	\$ 50	1	\$ 50	10.0%	\$ 55
Transmissivity (ASTM D4716)	each	\$ 110	1	\$ 110	10.0%	\$ 121
In-plant Sampling	hour	\$ 50	4	\$ 200	10.0%	\$ 220
Sample Shipping	NTE	\$ 500	1	\$ 500	10.0%	\$ 550
<b>Double-Sided Geocomposite (~355,520 SF) <sup>(3)</sup></b>						
<i>Geotextile</i>						
Grab Strength (ASTM D4632)	each	\$ 45	8	\$ 360	10.0%	\$ 396
Mass Per Unit Area (ASTM D5261)	each	\$ 20	8	\$ 160	10.0%	\$ 176
Puncture Resistance (ASTM D6241)	each	\$ 85	8	\$ 680	10.0%	\$ 748
Trapezoidal Tear Strength (ASTM D 4533)	each	\$ 50	8	\$ 400	10.0%	\$ 440
Permittivity (ASTM D4491)	each	\$ 95	8	\$ 760	10.0%	\$ 836
AOS (ASTM D4751)	each	\$ 120	8	\$ 960	10.0%	\$ 1,056
<i>Geocomposite</i>						
Peel Strength (ASTM D7005)	each	\$ 100	8	\$ 800	10.0%	\$ 880
Transmissivity (ASTM D4716)	each	\$ 110	4	\$ 440	10.0%	\$ 484
In-plant Sampling	hour	\$ 50	2	\$ 100	10.0%	\$ 110
Sample Shipping	NTE	\$ 500	1	\$ 500	10.0%	\$ 550
<b>8 oz/sy Nonwoven Geotextile (~48,180 SF) <sup>(3)</sup></b>						
Grab Strength (ASTM D4632)	each	\$ 45	1	\$ 45	10.0%	\$ 50
Mass Per Unit Area (ASTM D5261)	each	\$ 20	1	\$ 20	10.0%	\$ 22
Puncture Resistance (ASTM D6241)	each	\$ 85	1	\$ 85	10.0%	\$ 94
Trapezoidal Tear Strength (ASTM D4533)	each	\$ 50	1	\$ 50	10.0%	\$ 55
Permittivity (ASTM D4491)	each	\$ 95	1	\$ 95	10.0%	\$ 105
AOS (ASTM D4751)	each	\$ 120	1	\$ 120	10.0%	\$ 132
In-plant Sampling	hour	\$ 50	2	\$ 100	10.0%	\$ 110
Sample Shipping	NTE	\$ 500	1	\$ 500	10.0%	\$ 550
<b>Direct Shear Testing (ASTM D5321/D6243)</b>						
Base Liner Sandwich Test	each	\$ 1,200	1	\$ 1,200	10.0%	\$ 1,320
Sideslope Liner Sandwich Test	each	\$ 1,200	1	\$ 1,200	10.0%	\$ 1,320
<b>Laboratory Construction Testing</b>						
Geomembrane Destructs	each	\$ 30	30	\$ 900	10.0%	\$ 990
Sample Shipping	ls	\$ 2,000	1	\$ 2,000	10.0%	\$ 2,200
<b>TASK 4 TOTAL</b>						<b>\$ 38,602</b>

**COST ESTIMATE**  
**JOHNSON CANYON LANDFILL MODULE 7 - CONSTRUCTION QUALITY ASSURANCE**  
**SALINAS VALLEY SOLID WASTE AUTHORITY**  
**11 JANUARY 2019**

Item	Units	Unit Rate	Number of Units	Unadjusted Cost	Mark-Up	Adjusted Cost
<b>TASK 5- FINAL CQA REPORTS</b>						
Senior Project Engineer - CQA Officer	hr	\$ 195	36	\$ 7,020	0%	\$ 7,020
Senior Engineering Technician - CQA Monitor	hr	\$ 100	40	\$ 4,000	0%	\$ 4,000
Principal	hr	\$ 200	16	\$ 3,200	0%	\$ 3,200
Senior Staff Engineer	hr	\$ 140	66	\$ 9,240	0%	\$ 9,240
Clerical	hr	\$ 68	12	\$ 816	0%	\$ 816
Drafter/CADD Operator	hr	\$ 100	10	\$ 1,000	0%	\$ 1,000
CAD System	hr	\$ 15	10	\$ 150	0%	\$ 150
Reproduction and Shipping	ls	\$ 2,500	1	\$ 2,500	0%	\$ 2,500
Communication Fee (3% Professional Fees)	%	\$ 25,276	1	\$ 25,276	3%	\$ 758
<b>TASK 5 TOTAL</b>						<b>\$ 28,684</b>
<b>GRAND TOTAL</b>						<b>\$ 314,025</b>

**NOTES:****TASK 1 - Preparation Activities (Includes Test Pad Construction)**

- 1- Includes time for CQA Officer to attend pre-construction meeting at the site, coordinate upcoming field activities with CQA Monitor, and develop sampling and testing program. No meetings with regulators are included.
- 2- Includes time for CQA Monitor to attend pre-construction meeting at the site, prepare site specific Health and Safety Plan, coordinate delivery and preparation of mobile office, and transport of necessary field equipment and supplies.
- 3- Includes time for CQA Officer to visit the site during construction of the test pad, as well as time to review the field data and prepare a final report for the test pad.
- 4- Includes time for a second technician to assist with construction of the test pad, in the event the test pad is constructed concurrent with other construction activities requiring the attention of the principal CQA Monitor.
- 5- Includes time for consultation with Principal during test pad construction and data review, as well as time for review of test pad report.

**TASK 2 - Management Staff**

- 1- Assumes 6 hrs/week for CQA Officer to perform supervisory and management duties. Includes time for 1 site visit per month to attend construction meeting in person.
- 2- Assumes 2 hrs/week for Principal to provide assistance as needed.
- 3- Assumes 4 hrs/week for Senior Staff Engineer to review submittals, project data, lab results, etc.

**TASK 3 - Field CQA Monitoring**

- 1- Assumes a total of 110 working days at 10 hours per day, or 1100 onsite hours for Senior Engineer Technician, plus 5 hr/wk for paperwork and documentation. Actual costs will depend on the duration of construction.

**TASK 4 - Lab and Field Expenses (1)**

- 1- Geosynthetics testing to be conducted by TRI Environmental. Assumes that all soil testing, except for low perm soil hydraulic conductivity, will be performed by Kleinfelder Laboratory, Hayward, CA. Low perm soil hydraulic conductivity to be performed by Excel Geotechnical Testing, Inc, Roswell, Georgia.
- 2- In-Place Moisture/Density using the Nuclear Gauge Method (ASTM D6938), and moisture content tests (ASTM D2216) shall be performed in the field by the CQA Monitor at no additional cost.
- 3- Quantities include additional 10% for wastage and overlaps.
- 4- Assumes no re-testing for failing tests.

**TASK 5- FINAL CQA REPORTS**

- 1- Includes submittal of two (2) hard copies of draft CQA report text and appendices for review and comment by the Salinas Valley Solid Waste Authority (SVSWA).
- 2- Includes submittal of five (5) copies of the final CQA report to SVSWA, with CD including entire report in PDF format.

**GEOSYNTec CONSULTANTS, INC.  
SALINAS VALLEY SOLID WASTE AUTHORITY  
2018 CONTRACT  
CQA RATE SCHEDULE**

**Engineer/Scientist/Professional**

	<b><u>Rate/Hour</u></b>
Staff Professional/Engineer or Geologist	\$130
Senior Staff Professional/Engineer or Geologist	\$140
Professional/Assistant Project Professional/Engineer or Geologist	\$155
Project Professional/Engineer or Geologist	\$165
Senior Professional/Senior Project Engineer or Geologist	\$195
Principal	\$200
Senior Principal	\$220

**Field Services**

Engineering Technician	\$ 95
Senior Engineering Technician	\$ 100
Field Manager	\$ 105

**Design, Graphical, and Administrative Services**

Staff GIS	\$117
CADD Designer	\$145
Senior Drafter/Senior CADD Operator	\$125
Drafter/CADD Operator/Artist	\$100
Admin Assistant/Tech Word Processor	\$ 80
Clerical	\$ 68

**General**

Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Communications Fee	3% of Professional Fees
Photocopies (per page)	\$0.28
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	IRS Rate
Company Vehicle (per day)	\$85
Per Diem (meals per week)	\$225
Nuclear Gauge (per week)	\$200

Rates may be adjusted annually based on the US Department of Labor,  
Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers  
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



# CONSTRUCTION QUALITY ASSURANCE PLAN MODULE VII

## JOHNSON CANYON SANITARY LANDFILL GONZALES, CA

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GLA PROJECT NO. AU18.1080  
NOVEMBER 2018



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## **1.0 CONSTRUCTION QUALITY ASSURANCE**

### **1.1 Introduction and Scope**

This Plan describes the tasks involved with the construction quality assurance (CQA) for the earthworks and liner construction for Module VII at the Johnson Canyon Landfill, California which is owned by the Salinas Valley Solid Waste Authority (Owner). This CQA Plan also provides descriptions of portions of the quality control testing program that are to be performed by the Contractor. CQA refers to the duties of a third party CQA Consultant to monitor, inspect, and evaluate materials and workmanship during construction.

The CQA activities document the compliance of the Contractor with the Drawings and Specifications for the construction. For the purposes of this CQA Plan, the term Contractor refers to the company or individual that is responsible for performing the specific work item being examined to complete the excavation and liner construction at the site. This includes but is not limited to the earthwork contractor(s), geosynthetic installer(s), or their subcontractor(s).

The overall goal of this CQA Plan is to assure that proper construction techniques and procedures are used and that the project is built in accordance with the project Construction Drawings and Specifications. The intent is to identify and define problems that may occur during construction and to verify that these problems are corrected before construction is complete. A written final report prepared by the CQA Consultant will be prepared summarizing the construction activities and verifying that the installation was performed in general accordance with the project Construction Drawings and Specifications. Where discrepancies between this document and the Specifications exist, the more stringent requirement shall govern the Contractor.

### **1.2 Duties of CQA Personnel**

It is the duty and responsibility of the CQA Consultant to implement the elements of this CQA Plan in order to ensure that the construction and installation of the liner system at the site is performed in accordance with the Construction Drawings and Specifications and State and Federal Regulations. The CQA personnel shall make every effort to communicate in an efficient and effective manner to the Contractor's representatives on issues concerning testing and observation procedures and results of materials or *in situ* tests performed.

The CQA Consultant is not in a position to direct construction activities, but is encouraged to give advice to the Contractor, its employees, or the Owner on items which may improve the quality or speed progress of the construction. The CQA Consultant and its representatives shall make every effort to furnish test results to the Contractor in a prompt manner. The representatives of the CQA Consultant shall report to the Owner any nonconformance items, which cannot be resolved promptly.

The CQA Consultant, working through the Owner, will communicate with the Central Coast Regional Water Quality Control Board (RWQCB) regarding construction progress. The RWQCB will be provided 24 hour notice of the completion of the finished subgrade, the low permeability soil layer, the HDPE liner, and the LCRS system.

## **1.3 Personnel Qualifications**

### **1.3.1 CQA Officer**

The CQA Officer will have formal academic training in civil engineering or a closely related discipline and will be a Registered Civil Engineer or Certified Engineering Geologist registered in the State of California. The CQA Officer will have experience in earthwork construction, landfill design and construction, and geomembrane and leachate collection systems installations. The CQA Officer will have practical technical and managerial experience that will allow the CQA Plan to be properly implemented. The CQA Officer must be able to communicate effectively with the Owner and the Contractor so that there will be a clear understanding of construction activities and the CQA Plan.

### **1.3.2 CQA Monitors**

The CQA monitors will work directly for the CQA Officer. Each CQA Monitor will have formal training and practical experience in inspecting and testing earthwork construction, geomembrane installations, and leachate collection system installations, including conducting and recording inspection activities, preparing daily reports, and performing field testing. In addition, knowledge shall be required of the specific field practices and construction techniques for landfill liner construction and all ASTM or other testing standards involving material handling, observation of testing procedures, equipment and reporting procedures.

## **1.4 Definitions**

Wherever the terms listed below are used in this CQA, their intent and meaning shall be interpreted as defined in this section.

**ASTM** - ASTM International (formerly American Society for Testing and Materials), 100 Barr Harbor Drive, PO Box C700, West Conshohocken, Pennsylvania, 19428-2959; also, the numerical designation of a standard specification, test method, or practice established by ASTM International.

**Caltrans** - Caltrans (formerly California Department of Transportation), 1120 N Street, P.O. Box 942873, Sacramento, California 94273-0001; also, the numerical designation of a standard specification, test method, or practice established by Caltrans.

**Contract Documents** - The official document set issued for the project, including bidding requirements, contract forms, contract conditions, Construction Drawings, Construction Specifications, addendums and contract modifications.

**Contractor** - A person or persons, firm, partnership, corporation, or combination, whether private, municipal, or public, who, as an independent contractor, has entered into a contract with Owner to perform the construction activities for the project. This includes but is not limited to the earthwork contractor(s), geosynthetic installer(s), or their subcontractor(s).

**Construction Completion Report** - Report to be prepared at the completion of construction by the CQA Officer that documents the as-built conditions and record

drawings as discussed further in Section 11.

**Construction Drawings** - The official plans, profiles, cross-sections, elevations, notes, and details, as well as their amendments and supplemental drawings, showing the locations, character, dimensions, and details of liner construction and grading.

**Construction Manager** - The designated representative of the Owner on the site, responsible for construction contract administration.

**Construction Quality Assurance** - A planned series of observations and tests to verify and document that quality control functions have been performed adequately and to assess compliance with the Construction Drawings.

**Construction Quality Assurance Consultant (CQA Consultant)** - The party, independent from Owner or contractor that is responsible for observing and documenting activities related to the quality of material manufacturing, material installation, and other construction activities related to the project. Also responsible for issuing a CQA report sealed by a Professional Engineer registered in the State of California.

**Construction Quality Assurance (CQA) Laboratory** - A laboratory capable of conducting materials testing required by this CQA Plan.

**Construction Specifications** - The official quality requirements for products, materials, and workmanship upon which the design and construction of the project are based. The Construction Specifications are on the Construction Drawings and in the Technical Specifications document.

**CQA Officer** - A professional, registered in the State of California as required by 27 CCR 20324(b)(2), who is responsible for observing, verifying, and documenting the construction and for preparing, signing, and sealing the Construction Completion Report.

**CQA Monitor** - A designated site representative of the CQA Officer responsible for observing and documenting field conditions and tests.

**Daily Report** - A record of construction progress prepared by the CQA monitor which documents construction on a daily basis.

**Design Engineer** - The individual(s) or firm(s) responsible for designing the liner and preparing the Construction Drawings and Construction Specifications, either by or under the direct supervision of a civil engineer registered in the State of California. The Design Engineer for this project is Geo-Logic Associates, Inc., 143E Spring Hill Drive, Grass Valley, California 95945.

**Earthwork** - Work performed by the Contractor using soil or soil-like materials, including (but not limited to) excavation, hauling, stockpiling, general fill and compacted earth fill.

**Excavation** - The removal of soil, soil-like material, and rock from in-place masses within

areas identified on the Construction Drawings for excavation. Excavation may include the exclusion of unsuitable materials and preparation of the subgrade.

**Liner Subgrade** - The soil immediately under the liner (also “Prepared Subgrade”) engineered to act as a foundation for the liner system.

**Geosynthetic Clay Liner (GCL)** - is a relatively thin layer of processed clay (typically bentonite) fixed between two sheets of geotextile or bonded to a geomembrane.

**Geomembrane** - A polymeric sheet material that is impervious to liquid, also referred to as flexible membrane liner, membrane, or liner.

**Geotextile** - Woven or nonwoven sheet synthetic fabric manufactured for use as a cushion, separator, or reinforcement in geotechnical applications.

**Geocomposite** - Woven or nonwoven sheet synthetic fabric material less impervious to liquid than geomembrane, manufactured for use as a cushion, separator, or reinforcement in geotechnical applications.

**GRI** - Geosynthetic Research Institute.

**Nonconformance** - A deficiency in characteristic, documentation, or procedure that renders the quality of an item or activity unacceptable or indeterminate, including (but not limited to) physical defects, test failures, failure to conform to the requirements of the Construction Drawings or Construction Specifications, or inadequate documentation.

**Owner** - Salinas Valley Solid Waste Authority

**Particle Size** - Maximum size of individual soil grains or rock measured using a US Standard Sieve size or other method acceptable to the Engineer.

**Procedure** - A document that specifies or describes how an activity is to be performed.

**Project Document** - Any document, either required or incidental, prepared to further the construction of the liner, including (but not limited to) Contractor submittals, Construction Drawings, Construction Specifications, Technical Specification, Record Drawings, shop drawings, construction quality control and quality assurance plans, safety plans, and project schedules.

**Quality Assurance** - A planned and systematic program of procedures and documents to show that items of work or service meet the requirements of the Construction Drawings and Construction Specifications. Quality assurance does not include quality control, and will be performed by the CQA Officer, acting through the CQA Monitor when appropriate.

**Quality Control** - Actions that provide a means of measuring and regulating the characteristics of items of work or service so that they comply with the requirements of the Construction Drawings and Construction Specifications. Quality control shall be

performed by the Contractor, Subcontractors, manufacturers, and suppliers, as appropriate.

**Record Drawings** - Drawings recording the dimensions, details, coordinates, and characteristics of the project as they were actually constructed; informally referred to as "as-builts".

**RWQCB** - Central Coast Regional Water Quality Control Board.

**Surveyor** - The individual(s) or firm(s) responsible for locating project features, staking grades to establish required elevations, and measuring construction quantities as needed to carry out; and produce the data on which the record drawings are based. All such work being performed by or under the continuous supervision of a licensed land surveyor registered in the State of California.

**Testing** - Verification that an item meets specified requirements by subjecting that item to a set of physical, chemical, environmental, or operating conditions and recording the associated physical state or response of the item.

**USCS** - Unified Soil Classification System, as defined in ASTM D 2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) (if laboratory data are available) or ASTM D 2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure) (if laboratory data are unavailable).

## **2.0 MEETINGS**

### **2.1 General**

Throughout the entire Module construction, close communication between all parties involved with the project is essential. In order to coordinate activities between the Owner, CQA Consultant, and Contractor, as well as set up proper lines of authority and reporting, meetings shall be held before and during construction. The type and purpose of meetings to be held for this project are described in this section.

### **2.2 Preconstruction Meeting**

A preconstruction meeting shall be held prior to project start-up. The parties that shall attend this meeting are the Owner, Contractor, and CQA Consultant. The purpose of this meeting is to:

- Review the project Construction Drawings and Specifications.
- Review project tasks and responsibilities.
- Review the project schedule.
- Define lines of communication and authority.
- Establish reporting and documenting procedures.

- Review testing equipment and test methods.
- Establish protocol for submittal of CQA conformance testing data sheets.
- Conduct a site inspection to review work areas, lay-down areas, stockpile areas, access roads, and related project issues.

The CQA Consultant will provide meeting agenda, take meeting minutes and provide meeting minutes to all persons present at the meeting.

### **2.3 Progress Meetings**

Progress meetings shall be held periodically throughout construction such as at the beginning or end of each week to review the previous activities or progress, discuss present and future work, and discuss any current or potential construction problems. The progress meetings shall be attended by the Owner, the CQA Officer (if necessary), the CQA Monitor, the Contractor, and subcontractors as necessary. The purpose of these meetings shall be to:

- Review the proposed activities scheduled by the Contractor for the upcoming period.
- Discuss any problems or deficiencies that have arisen during construction.
- Review the results of any test data.
- Discuss the Contractor's deployment of personnel and equipment.
- Review the previous activities including the effectiveness of procedures taken to alleviate any deficiencies.

All progress meetings will be documented by the CQA Monitor who will transmit minutes to all parties.

### **2.4 Work Deficiency Meetings**

As needed, meetings shall be held to discuss specific problems or deficiencies that occur during construction that cannot be easily resolved. Work deficiency meetings shall be attended by the CQA Monitor, CQA Officer, the Owner, and the Contractor. The purposes of these meetings are to:

- Identify the nature and extent of the problem.
- Discuss the means necessary to correct the deficiency or problem.
- Provide a solution to the problem and determine how the corrective action shall be implemented.

This meeting shall be documented by the Owner's representative or CQA Monitor on a construction problem and solution data sheet or other suitable form and copies distributed to all parties.

### **3.0 DESIGN CHANGES**

#### **3.1 Minor Design Changes**

Minor changes to the Construction Drawings and Specifications may be necessary to maintain or enhance quality during the project or to make adjustments to unforeseen field conditions. Minor changes must be approved by the Design Engineer. Procedures for providing minor changes include the following:

- The need for a design change may become apparent during the course of construction of the project and a request for a change may be initiated by any individual associated with the project.
- All proposed design changes must be approved by the Design Engineer and submitted to the CQA Officer with necessary documentation supporting the change for approval. All design changes must meet the intended quality and technical requirements of the design.
- Approved changes will be distributed to the Owner, CQA Monitor, CQA Officer, Contractor, Geosynthetics Installer, and the RWQCB as required.
- Minor changes will not apply for changes that decrease the environmental protection of the unit such as decreasing the number or thickness of liners, decreasing the number of sumps, changing the synthetic liner materials, etc.

#### **3.2 Major Design Changes**

Major changes to the Construction Drawings and Specifications are unlikely to occur but may become necessary during the course of construction. Major changes may include elimination of landfill design components and drainage features and addition or changes to liner components and the extent of liner installation. The following procedures will be implemented for all major changes:

- A special meeting will be scheduled immediately with the RWQCB as necessary to discuss the need for the change.
- Owner and Design Engineer will both attend the meeting to present the basis for the change. Requested changes and supporting documentation will be provided at the meeting.
- Major changes will not be implemented without the express written approval from pertinent regulatory agencies (e.g. RWQCB).
- Copies of approved changes will be distributed to Owner, Design Engineer, CQA Monitor, CQA Officer, Contractor, Geosynthetics Installer, and pertinent states and local regulatory agencies.

### **4.0 EARTHWORK**

#### **4.1 General**

This section outlines the requirements for earthwork operations for the construction of the



landfill modules at the site. The Contractor shall excavate soils and construct the low permeability liner, and prepared subgrade as necessary to achieve the grades set forth within the Construction Drawings and Specifications. He shall also purchase (if necessary) and place various aggregate, piping, and miscellaneous materials within the liner system for the project. Earthwork includes, but is not limited to:

- Clearing, Grubbing, and Stripping.
- Excavation and stockpiling of native materials.
- Placement of engineered fill materials.
- Construction of a low permeability soil layer test pad.
- Placement of low permeability admix soil layer.
- Construction of the prepared subgrade.
- Excavation of the existing liner terminations.
- Excavation and backfill of the synthetic liner anchor trenches;
- Placement of the LCRS gravel, pipe, and geotextile materials; and
- Protective soil cover material placement.
- Placement of the aggregate base.

Specifically excluded from this section are the geomembrane, drainage geocomposite and geosynthetic clay liner (GCL) installation which are addressed in later sections of this CQA Plan.

The CQA Monitor shall observe that the Contractor has conducted all surveying and as-built drawing preparation as required by the Specifications. Where called for in this CQA Plan or in the Specifications, test methods listed in Table 4-1 may apply.

**TABLE 4-1**  
**EARTHWORK TESTING METHODS**

STANDARD	TITLE AND TEST DESCRIPTION
ASTM D1556	Density and unit weight of soil in place by the sand-cone method
ASTM D1557	Laboratory compaction characteristics of soils using Modified Effort("Modified Proctor" method)
ASTM D2216	Laboratory determination of water (moisture) content of soil and rock
ASTM D2434	Permeability of granular soils (constant head)
ASTM D5084	Measurement of hydraulic conductivity of saturated porous materials using a flexible wall permeameter
ASTM D4318	Liquid limits, plastic limit, and plasticity index of soils (Atterberg limits)
ASTM C136	Sieve analysis of fine and coarse aggregate
ASTM D2487	Standard classification of soils for engineering properties
ASTM D2488	Standard practice for description and identification of soils
ASTM D4220	Standard practices for preserving and transporting soil samples
ASTM D6938	In-Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods
ASTM D854	Specific Gravity of Soils
ASTM D6913	Particle Size Distribution (Gradation) of Soil using Sieve Analysis
	BAT Permeameter Testing
	Sealed Single Ring Infiltrometer Testing

## 4.2 Soil Sampling

### 4.2.1 Sample Processing

The CQA Monitor is responsible for the timely processing and testing of soil samples. The CQA Officer must determine which samples will be tested on-site and which will be tested off-site. This determination will be made based on available manpower, available equipment, complexity of test, and time available to determine results. For expediency, samples tested off-site must be shipped the same day as they are obtained.

As test data is obtained from the on-site and off-site laboratories it must be summarized in the form it will appear in the CQA report.

### 4.2.2 Sample Numbering and Logging

The CQA Monitor must maintain a sample numbering system for all soil samples obtained for the project. These samples include those obtained prior to construction for conformance or slope stability testing, and samples obtained during construction such as samples obtained for moisture-density relationship testing.

Documentation of soil sampling must be summarized in the form it will appear in the CQA

report, and be maintained throughout the project. The log must include soil sample numbers beginning with (0001) and proceeding sequentially. No sample number can be repeated, and re-tests of a sample that does not meet specified requirements must be given the original number with a letter suffix (i.e., re-tests for a sample 0021 not meeting specified requirements would be 0021A, 0021B, etc.). Information contained in the master soil sample log must include:

- Sample number.
- Test(s) being performed.
- Date the sample was obtained.
- Name of CQA Monitor that obtained the sample.
- Location that the sample was obtained, such as a stockpile, a fill, a borrow area, etc.
- Location testing will take place (on-site vs. off-site).
- Date sample sent off-site.
- Date test results were completed on-site or received from off-site.
- Name of CQA Monitor that performed the on-site testing.
- Comments about the test results, such as pass / fail information.

#### 4.2.3 Sample Tagging

The CQA Monitor must maintain the identification of all samples obtained throughout the project from the time the sample is obtained to the time testing is completed. The monitor must place an identifying tag on the sample or mark the sample container with the sample number immediately upon sampling. The tag or identifying container must remain with the sample throughout processing, testing and storage. The tag or container must have the following information:

- Sample number.
- Soil material type.
- Project name and project number.
- Name of CQA Monitor that obtained the sample.
- Date the sample was obtained.

### **4.3 Conformance and Construction Phase Testing**

Table 4-2 establishes test frequencies for earthwork CQA testing. It includes classification and conformance tests that must be performed prior to soil installation to assure soil materials meet quality standards established in the technical Specifications. In addition, Table 4-2 outlines construction testing to assure installed materials meet specified requirements.

The test frequencies listed establish the minimum intervals of required tests. Additional testing must be conducted whenever work or materials are suspect, marginal, or of poor quality. Extra testing may also be performed to provide additional data for engineering evaluation. Any re-tests performed as a result of a failing test cannot contribute to the total number of tests performed in satisfying the minimum test frequency.

**TABLE 4-2  
EARTHWORK CONFORMANCE AND CONSTRUCTION TESTING**

REQUIRED TESTS	ASTM DESIGNATION	TEST FREQUENCY
<b>Engineered Fill Construction Testing</b>		
Identification and Classification of Soil Type	D2488/D2487	1 /10,000 cy
Sieve Analysis	D422/D1140	1 /10,000 cy
Atterberg Limits	D4318	1 /10,000 cy
Moisture / Density Relationship	D1557	1 /10,000 cy
Density, Nuclear Method	D6938	1 /1,000 cy
Moisture Content, Nuclear Method	D6938	1 /1,000 cy
In Place Density (Sand Cone Method)	D1556	1 /20,000 cy
Moisture Content Verification	D2216	1 /10,000 cy
<b>Low Permeability Soil Test Pad Testing</b>		
Identification and Classification of Soil Type	D2488/D2487	1 /lift
Sieve Analysis	D422/D1140	1 /lift
Atterberg Limits	D4318	1 /lift
Moisture / Density Relationship	D1557	1 /lift
Density, Nuclear Method	D6938	4 /lift
Moisture Content, Nuclear Method	D6938	4 /lift
Laboratory Hydraulic Conductivity	D5084	1 /lift starting with second lift
In Situ Hydraulic Conductivity	BAT Permeameter and Sealed Single Ring Infiltrometer	1 each /lift starting with second lift
<b>Low Permeability Soil Construction Testing</b>		
Identification and Classification of Soil Type	D2488/D2487	1 /500 cy
Sieve Analysis	D422/D1140	1 /500 cy
Atterberg Limits	D4318	1 /500 cy
Moisture / Density Relationship	D1557	1 /500 cy
Density, Nuclear Method	D6938	1 /250 cy
Moisture Content, Nuclear Method	D6938	1 /250 cy
Moisture Content Verification	D2216	1 /10 nuclear moisture tests
In Place Density (Sand Cone Method)	D1556	1 /20 nuclear density tests
Laboratory Hydraulic Conductivity	D5084	1 /acre per lift starting with second lift
In Situ Hydraulic Conductivity	BAT Permeameter	1 /acre per lift starting with second lift
<b>Subgrade Preparation Construction Testing</b>		

REQUIRED TESTS	ASTM DESIGNATION	TEST FREQUENCY
Moisture / Density Relationship	D1557	1 /soil type
Density, Nuclear Method	D6938	1 /40,000 sf
Moisture Content, Nuclear Method	D6938	1 /40,000 sf
In Place Density (Sand Cone Method)	D1556	1 /20 nuclear density tests
Moisture Content Verification	D2216	1 /10 nuclear density tests
<b>Drainage Gravel Conformance Testing</b>		
Identification and Classification of Soil Type	D2488/D2487	1 /Source
Sieve Analysis	C136	1 /Source
Permeability	D2434	1 /Source
<b>Gravel Drainage Construction Testing</b>		
Sieve Analysis	C136	1 /1,000 cy
Permeability	D2434	1 /1,000 cy
<b>Protective Soil Cover Conformance Testing</b>		
Identification and Classification of Soil Type	D2488/D2487	1 /10,000 cy
Sieve Analysis	D6913	1 /10,000 cy
<b>Protective Soil Cover Construction Testing</b>		
Sieve Analysis	D6913	1 /5,000 cy
Moisture Content	D2216	1/10,000 cy

#### 4.4 Excavation and Stockpiling

The CQA Monitor shall observe the excavation of the cell to ensure that the underlying geologic formations are similar to those anticipated and are suitable for construction of the composite liner. The CQA Monitor shall be present during excavation to observe slope stability, conduct any necessary field measurements to evaluate the slopes for compliance with the project Specifications, and to provide guidance to the Contractor for separation and direction of stockpiling of excavated native materials for use in construction of the engineered fill, low permeability soil admix, and protective soil cover layer.

#### 4.5 Engineered Fill

The CQA Monitor shall verify that the placement of engineered fill where required and construction is performed by the Contractor with suitable materials to the grades and dimensions required by the Construction Drawings and Specifications. CQA monitor shall notify the Construction manager and Contractor for any unsuitable material immediately.

Engineered fill also includes the construction of all berms, drainage structures, roads, and other earthfills as shown on the Construction Drawings. Prior to fill placement, the CQA Monitor shall verify that all clearing, grubbing, and stripping has been performed by the Contractor in accordance with the appropriate sections of the project Specifications. The CQA Monitor shall observe fill placement and perform the necessary field and laboratory testing to ensure that materials are compacted at the specified moisture content and to the minimum density specified.

Tests to be performed for engineered fill prior to and during construction and their frequency

are provided in Table 4-2. All other soils or rock materials shall be constructed in accordance with the requirements set forth within the project Specifications and/or this CQA program.

## **4.6 Low Permeability Soil**

### **4.6.1 General**

The CQA Monitor shall observe the activities associated with construction of the low permeability soil layer. These activities have been divided into preconstruction, construction, and post-construction activities. Testing shall be performed as detailed in the Specifications unless more stringent requirements are listed herein.

### **4.6.2 Preconstruction**

Preconstruction activities must be performed to provide an understanding of the work activities, design and construction requirements, material properties, and construction methods that will meet the design requirements prior to full production of the low permeability soil layer. Low permeability soil materials will be tested and evaluated for performance properties and construction procedures will be established with the goal of meeting or exceeding the design requirements. A test pad will be constructed as the first part of the production of the low permeability soil layer as detailed in the Specifications.

The CQA Monitor shall perform laboratory tests and in-place density tests on the test fill to verify compliance with the Specifications. Test requirements and frequencies are presented in Table 4-2.

Preconstruction activities of the CQA Officer and Monitor include:

- Review all design criteria, Construction Drawings, and Specifications associated with construction of the low permeability soil layer.
- Review the Contractor's work schedule.
- Inspect the soil stockpiles or borrow site for uniformity and the presence of non-suitable materials.
- Evaluate and review the bentonite admix material for compliance with the Specifications. The bentonite admix evaluation shall consist of testing the admixed soil from the curing stockpile at a frequency of 1 test per 1,500 cubic yards for the following properties:
  - Remolded permeability, ASTM D5084;
  - Atterberg limits, ASTM D4318; and
  - Particle size analysis, ASTM D422.
- Review Contractor's proposed admix program and proposed blending procedures.
- Look for inconsistencies in the Construction Drawings, Specifications, and construction methods.

- Perform side-by-side BAT Permeameter and SSRI testing to establish a correlation. Drive tube samples for laboratory hydraulic conductivity testing should be obtained from the same general area where the BAT and SSRI testing is performed.
- Review laboratory testing reports for the low permeability soils.
- Review and approve the Contractor's proposed construction methods and equipment to be used for placement of the low permeability soils test fill.
- Review all test and construction results and determine the acceptability of the construction procedures in meeting the performance goals of the Specifications. If necessary, an additional test fill will be constructed and tested using modified construction procedures.

#### 4.6.3 Construction

The CQA Officer and Monitor shall follow the guidelines set forth within the Specifications for the low permeability soil layer. The test pad construction procedures and testing data must be acceptable and approval given from the CQA Officer prior to full production being implemented.

The construction inspection activities of the CQA Officer and Monitor to be performed during test fill and production liner installation to help meet design objectives are as follows:

- Inspection and observation of the low permeability soil layer construction for conformity to the Contractor's approved construction methods and equipment.
- Observe that all cracks, depressions, and irregularities in the foundation have been filled in and compacted to specified relative compaction prior to placement of the low permeability soil layer.
- Observe that the proper percentage of bentonite (by weight) is added to the borrow soil and that proper procedures are followed to thoroughly mix the material to form a uniform product.
- Visually inspect the low permeability soil admix for material characteristics such as gradation, clod size, excessive organic material, and other characteristics that do not meet the Specifications.
- Measure compacted lift thickness. This thickness must not exceed the thickness required in the Specifications.
- Perform periodic sampling and testing of low permeability soils at the frequencies specified in Table 4-2 to ensure conformance with the Specifications. In-situ permeability testing will be evaluated using the BAT Permeameter and the correlations developed from the Test Pad testing.
- Observe the equipment type and number of passes for compaction and identify areas that have been poorly compacted or left uncompacted.

- Record any damage to the compacted low permeability soil layer resulting from operation of equipment.
- Observe that all cracks, depressions, and irregularities in the low permeability soil layer are filled in and compacted to the specified moisture content and relative compaction.
- Identify any changes in material used in constructing the low permeability soil layer.
- Observe all phases of the construction and document the Contractor's compliance or noncompliance with the Construction Drawings and Specifications.
- Monitor the moisture content and condition of the low permeability soil layer until the GCL is in place over the low permeability soil layer.

#### 4.6.4 Post-Construction

Upon completion of the low permeability soil layer, a post-construction inspection shall be conducted by the CQA Officer and Monitor. The purpose of this inspection will be to identify those areas that require corrective action by the Contractor. This will occur prior to placement of the GCL over the low permeability soil layer. All areas that pass the inspection will immediately be approved for covering with the GCL to minimize exposure of the low permeability soil layer.

The CQA Officer and Monitor will inspect the low permeability soil layer for the following:

- Low spots or depressions that would cause water to pond on the low permeability soil layer or geomembrane.
- Areas that are damaged or improperly mixed or compacted.
- Areas that have been excessively eroded by rainfall during the construction period or as a result of construction activities.
- Large irregularities or protrusions resulting from rocks, sticks, grade stakes, cracks, and excess material placement that would damage the geomembrane or make placing of geosynthetics difficult.
- Desiccation of the low permeability soil layer.
- Unrepaired damage from density tests, field permeability tests, or laboratory permeability tests.

#### **4.7 Subgrade Preparation**

The subgrade shall be inspected by the CQA Monitor and Contractor to ensure that it will provide a firm base for construction of the overlying liner system. Tests to be performed during construction and their frequency are provided in Table 4-2.

The CQA Officer and CQA Monitor will inspect the subgrade for the following:



- Verify that angular or sharp rocks, rocks larger than the specified diameter, and other debris that could damage the overlying geosynthetic materials are removed from the surface.
- Verify that the low permeability soil liner is steel drum rolled smooth and is free of irregularities (ridges, protrusions, gouges, etc.), prior to the placement of any geosynthetic material.
- Verify that any soft or yielding areas of the subgrade are adequately excavated and replaced with low permeability admix soils or engineered fill, depending on location, in accordance with the specifications.
- Verify that the prepared subgrade has not desiccated or otherwise deteriorated prior to liner installation.

#### **4.8 Anchor Trench Excavation and Backfilling**

The CQA Monitor shall verify that anchor trench excavation and backfilling are in accordance with the Construction Drawings and Specifications. During excavation, geosynthetics placement in anchor trench and backfilling, the CQA Monitor shall:

- Verify that the anchor trenches for the geosynthetics are excavated to the lines and grades shown on the Construction Drawings.
- Observe anchor trench excavation to ensure it has been excavated only to the extent or distance that required to carry out all geosynthetics installation in an expeditious manner.
- Verify that the leading edges of the anchor trench are rounded to eliminate sharp bends in the liner material.
- Observe the backfill compaction and placement of soil in specified lifts to ensure that the work is performed in accordance with the Construction Drawings and Specifications.

#### **4.9 Excavation of the Existing Liner Termination**

The CQA monitor shall observe the exposing of the existing module liner for tie-in to ensure that the work is performed with caution and in accordance with the Construction Drawings and Specifications. The contractor shall be responsible for the repair of any damage that occurs while exposing and tie-in to the existing liner. All repairs shall be recorded and observed by the CQA Monitor.

#### **4.10 Drainage Gravel**

The CQA Monitor shall verify that no material is placed until the underlying components and materials and necessary pipes/structures have been installed and approved by the CQA Monitor. The CQA Monitor shall be present at all times during placement and spreading of the gravel materials. The CQA Monitor shall verify that the placement of the drainage gravel is in accordance with the Specifications that include:

- Review of relevant submittals.
- Sampling and testing of gravel materials for in accordance with the Specifications and Table 4-2.
- Verifying that underlying geosynthetic installations and testing are completed, certified and accepted before material installation.
- Verifying thickness of completed work.
- Verifying that placement and spreading of materials do not damage underlying components such as piping and geosynthetics, and if damaged, repaired or replaced and tested in accordance with the Specifications.

#### **4.11 Protective Soil Cover**

The CQA Monitor shall verify that no material is placed until the underlying components and materials and necessary pipes/structures have been installed and approved by the CQA Monitor and CQA Officer. The CQA Monitor shall be present at all times during placement and spreading of the protective soil cover layer materials. The CQA Monitor shall verify that the placement of the protective soil cover layer is in accordance with the Specifications that include:

- Verifying that the Contractor constructs thick haul roads, turnouts, staging, and dump areas for all rubber tired transport vehicles and loaders.
- Verifying that the protective soil cover layer is placed at the thickness specified.

The CQA Monitor shall record all observed damages and clearly mark their location for scheduled repair. The Contractor shall promptly repair all damaged layers in accordance with the Specifications. Testing requirements for the protective soil cover layer are shown in Table 4-2.

#### **4.12 Stormwater Ditches**

The CQA Monitor shall observe and verify that construction of stormwater ditches are in accordance with the Construction Drawings and Specifications. The CQA Monitor shall observe that ditches are constructed to the alignments, slopes, flow line elevations, and dimensional cross-sections shown on the Construction Drawings. Any fills necessary for the construction of the stormwater ditches shall be observed and tested by the CQA Monitor or the Owner in accordance with the frequencies and requirements for engineered fill, as specified in Table 4-2 and in the Construction Specifications.

#### **4.13 Surveys and As-Builts**

The CQA Officer shall coordinate with the surveyor to confirm that minimum design thicknesses and grades are achieved prior to placement of any additional material over the prepared subgrade and low permeability soil layer. A 50-foot or 100-foot as-built grid shall be used to confirm minimum thicknesses and lines and grades of finished surfaces. As-built surveys and submittals shall be in accordance with requirements of the Specifications.

## **5.0 HDPE GEOMEMBRANE QUALITY ASSURANCE**

### **5.1 General**

This section sets forth the requirements for the CQA testing and observation requirements for installing the HDPE geomembrane materials detailed on the Construction Drawings and Specifications. This work includes the examination of the Manufacturer's and Contractor's QC testing, conformance testing, shipping and handling, deployment, seaming, repairs, and non-destructive and destructive testing of the geomembrane liner. The CQA Monitor and the CQA Officer shall review the submittals furnished by the Contractor to ensure their compliance with this program and conditions of warranty prior to construction. They shall also review the time schedule for installation submitted by the Contractor prior to construction.

### **5.2 Shipping and Handling**

The Contractor shall provide a copy of the QC certificates for production of each geomembrane roll manufactured for this project prior to construction for review by the CQA Monitor and CQA Officer. Materials shall be delivered to the site only after the CQA Monitor receives and approves the required submittals.

The Contractor is responsible for the transportation, off-loading, and storage of the geomembrane. The materials shall be packaged and shipped by appropriate means so that no damage is caused and shall be delivered to the site only after the CQA Monitor receives and approves the required submittals. Off-loading shall be performed in the presence of the CQA Monitor to ensure that any damage during off-loading is properly documented. The CQA Monitor shall keep a log of all geomembrane delivered to the site on the appropriate form for review by the CQA Officer.

The CQA Monitor shall verify that damaged materials are separated from undamaged materials until proper disposition of the material is determined by the Owner or CQA Officer. Final authority on the determination of damage shall be the CQA Monitor.

### **5.3 Geomembrane Conformance Testing**

After production, the geomembrane shall be sampled for conformance testing by a third party geosynthetics laboratory. Sampling shall be performed at the manufacturing plant by the third party geosynthetics laboratory. One geomembrane sample shall be obtained for every 100,000 square feet produced. The CQA Monitor shall identify the roll numbers of the geomembrane which are tested for conformance on the log of geomembrane received form. The samples shall be delivered to the geosynthetics laboratory to determine that the geomembrane properties conform to the requirements given in the Specifications. The CQA Officer shall review all test results and report any non-conformance test results to the Contractor and the CQA Monitor. Third party geosynthetics testing shall be performed by a Geosynthetics Accreditation Institute (GAI) acceded laboratory.

Conformance samples shall be collected across the entire width of the roll, but shall not include the first three feet of the roll. The conformance samples shall be three feet wide by the roll width in length. Each sample shall be marked with the Manufacturer's name and product identification, lot number, roll number, and type (HDPE, LLDPE, 60-mil, double-textured, single-textured, etc.). In event that sampling is necessary at the site, the Contractor shall provide the

personnel and equipment to obtain the sample in the presence of the CQA Monitor. No material shall be deployed until passing conformance values are obtained by the CQA Monitor.

The conformance testing shall include the following parameters:

- Thickness (ASTM D-5994)
- Density (ASTM D-1505)
- Tensile Properties (ASTM D-6693)
- Carbon Black (ASTM D-1603)
- Carbon Dispersion (ASTM D-5596)
- Asperity (Stud) Height (ASTM D7466)
- Puncture Resistance (ASTM D4833)
- Interface shear (ASTM D5321/D6243)

#### **5.4 HDPE Geomembrane Placement**

Prior to placing the geomembrane panels, the Contractor and CQA Monitor shall observe and verify that the low permeability soil layer has been properly placed and accepted. Once the low permeability soil layer and GCL have been approved, deployment of the geomembrane may begin. For the geomembrane, the Contractor and CQA Monitor shall observe and verify that the underlying materials have been properly placed and accepted. Once each layer of material has been approved, deployment of the geomembrane may begin.

The CQA Monitor shall verify that the Contractor's QC Technician has given each panel an identification number that shall be used by all parties. The CQA Monitor shall record the placement of each panel on a geomembrane panel deployment log form to be reviewed by the CQA Officer. The CQA Monitor shall verify that the Contractor has provided sufficient slack in the geomembrane to allow for contraction due to cold temperatures. As the geomembrane panels are deployed in the field, the CQA Monitor shall observe and verify the following:

- That the low permeability soil layer has not deteriorated between acceptance and panel placement.
- That any underlying geosynthetics have been repaired and approved as necessary.
- That the equipment used to transport and deploy the geomembrane does not damage it or the low permeability soils.
- That there are no significant defects present in the sheet. Small defects shall be marked, along with the type of repair required (extrudate, patch, etc.).
- That the sheet is not deployed under adverse weather conditions such as fog, rain, or high winds.

- That the equipment and deployment methods do not cause excessive wrinkling of the geomembrane and that the sheet is not dragged along a rough surface. If the liner is dragged, the CQA Monitor shall inspect the underside of the material for damage.
- That personnel do not engage in activities that could damage the geomembrane.
- That the Contractor's QC personnel properly record identification information including roll number, panel number, seam number, date, etc.

The CQA Monitor shall record all of the above information in daily reports and log sheets and shall inform all parties of any deviations.

### **5.5 HDPE Geomembrane Test Welds**

The Contractor shall conduct field test welds on pieces of scrap liner prior to production welding. The CQA Monitor shall verify that the Contractor conducts test welds in accordance with the Specifications.

The CQA Monitor shall record the shear and peel test results for the test weld coupons on a geomembrane start-up trial weld log form. The Contractor shall not begin welding of field seams unless the CQA Monitor has verified that the trial welds are acceptable. Once a welding technician has been approved on a specific welding apparatus, he may not change machines without first passing a test weld on the new equipment.

### **5.6 Seaming of the HDPE Geomembrane**

The CQA Monitor shall observe that the HDPE liner is seamed between the ambient temperatures described within the Specifications. The CQA Monitor shall measure and record the temperature 6 inches above the liner surface on an hourly basis. If ambient temperatures are below the project-specified value, then the liner must be preheated prior to seaming. No seaming shall be performed outside of the specified temperature range without written authorization by the CQA Officer. The CQA Monitor shall observe that the geomembrane is not being deployed during precipitation, in the presence of excessive moisture, in areas of ponded water, or in the presence of excessive winds.

The Contractor's QC Technician and the CQA Monitor shall verify that geomembrane seams are oriented parallel to the maximum slope direction and that a seam numbering system compatible with the panel numbering system is used. The CQA Monitor shall observe that the Contractor has taken the following steps prior to seaming the HDPE liner:

- That the liner surface has been cleaned of all foreign material including dirt, dust, debris, moisture, or oil.
- That a disc grinder has been used perpendicular to seams to remove the oxidation surface in accordance with the project specifications before seaming on extrusion welds.
- That all areas where the sheet thickness has been significantly reduced from grinding are patched by the Contractor.

- That any bead grooves are covered with single Extrudate.
- That wrinkles and fishmouths are cut out and the edges overlapped. Where the overlap is less than the project specifications, the area shall be patched.
- That all seaming takes place over a firm, dry surface.
- That when the ambient temperature is below the specified value, a hot air device is used for preheating in front of the welder.
- That the approved type and quantity of welding devices are used on the job.
- That extrusion welders are purged of heat degraded material prior to use.
- That for cross or tee seams, the edge of the seam is ground to a smooth incline.
- That the seam numbering system and welding procedures agreed upon at the preconstruction meeting are strictly followed.

The CQA Monitor shall record the above information in his daily reports along with panel placement and seaming log forms to be reviewed by the CQA Officer.

### **5.7 Extrusion Welding**

For extrusion welding, the CQA Monitor shall observe that the welding devices are purged of heat-degraded extrudate as described in the Specifications. All purged extrudate shall be disposed of off the liner. Each extruder shoe shall be inspected daily for wear to assure that its offset is equal to the liner thickness. All worn or damaged shoes or other parts shall be repaired. The CQA Monitor shall verify that no equipment is allowed to begin welding until the test weld, made by that equipment, passes the weld test. All test weld results shall be reviewed and recorded by the CQA Monitor.

### **5.8 Hot Wedge (Fusion) Welding**

For hot wedge (fusion) welding, the CQA Monitor shall verify that the welding devices are automated, vehicular mounted, and equipped with gauges giving applicable speed, temperatures, and pressures. The speed, temperature, and pressure of the welding device should be determined during the test welding conducted prior to seaming of the panels. If welding cross seams, field test welds shall be conducted at least every 2 hours or as described in the Specifications.

### **5.9 Nondestructive Testing of Geomembrane Seams**

Prior to the start of construction, the CQA Monitor and the CQA Officer shall verify that the Contractor has submitted his QC program manual that describes the procedure for nondestructive testing of all field seams. When the seaming begins in the field, the CQA Monitor shall record the results of the geomembrane QC conducted by the Contractor on a geomembrane installer's field QC log form.

### **5.10 Vacuum Box Testing**

For nondestructive seam testing, all extrusion welded field seams shall be tested over their full length using vacuum box test units. The vacuum testing shall be performed by the Contractor's QC Technician under the observation of the CQA Monitor. The CQA Monitor does not need to observe each vacuum box test, but shall check periodically on the methods and equipment used and record all results. The CQA Monitor shall verify that the tests are conducted concurrently with the field seaming and that the vacuum box assembly consists of a rigid box with a transparent viewing window and a vacuum gage. The CQA Monitor shall verify that the Contractor's procedure for vacuum testing is as follows:

- Clean window, gasket surfaces, and check box for leaks.
- Energize vacuum pump and reduce pressure to the specified value.
- Place soapy solution on section of seam to be tested.
- Place box over wetted area and press down.
- Close bleed valve, open vacuum valve, and ensure that a leak tight seal is created.
- Examine the length of weld through the viewing window for bubbles for the specified time period.
- If no bubbles appear, the vacuum valve should be closed, the bleed valve opened, and the box should be moved to the next adjoining area with the specified overlap.
- Areas where soap bubbles are detected shall be marked, repaired, and retested.

#### **5.11 Air Pressure Testing**

If the double hot wedge seaming system is employed, air pressure testing shall be used in accordance with Section 02778 of the Specifications. The CQA Monitor shall observe that air pressure testing is conducted by the Contractor as follows:

- Seal both ends of the seam to be tested.
- Insert a hollow needle or other approved pressure feed device into the tunnel created by the double hot wedge and insert a protective cushion between the air pump and geomembrane.
- Energize the air pump to the specified pressure, close the valve, and sustain the pressure for the specified time limit.
- Check the entire seam being tested for indications that it has been fully pressurized. This shall be accomplished by opening the air channel at the opposite end of the seam and observing a loss of pressure.
- If a loss of pressure exceeds the specified value, or does not stabilize, locate the faulty area and repair.
- Remove the approved pressure feed device and seal.

At a minimum the opening of the air channel of each seam shall be observed by the CQA Monitor. Should a loss of pressure be detected along a seam, the faulty area shall be identified, repaired, and re-tested as provided within the Specifications.

If blockage occurs along the seam, the area shall also be identified, repaired and re-tested. The Contractor shall be responsible for all costs associated with the seam repair. The results of both vacuum box and air pressure testing shall be recorded on the seam and panel QC form by the CQA Monitor for review by the CQA Officer.

### **5.12 Destructive Testing of Geomembrane Seams**

The location of all destructive tests shall be determined by the CQA Monitor. A minimum of one sample per 500 feet of seam shall be obtained by the Contractor's QC Technician. The Contractor shall repair any suspicious looking welds before release of a seam for destructive sampling. Destructive samples shall be cut by the Contractor as the installation progresses and not at the completion of the project. All destructive samples shall be marked by the Contractor's QC Technician or CQA Monitor with consecutive numbers, the seam number, the date, time, seaming technician, apparatus, and temperature.

Destructive samples shall be cut by the Contractor's QC Technician at locations selected by the CQA Monitor. The CQA Monitor shall:

- Mark each sample with the seam number, and the adjoining panel numbers.
- Record the sample location on the geomembrane panel deployment log form and the geomembrane field seaming log form.
- Record the sample location and reason for taking the sample (random sample, poor welding, etc.).
- Record the results of the testing on the appropriate form.

A log of the destructive testing shall be kept by the CQA Monitor with the date, time, location, seaming technician, apparatus, temperature, and pass or fail criteria. The CQA Monitor shall verify that the results of the seam testing meet the project specifications. The CQA Monitor shall verify that all destructive sample holes are repaired immediately by the Contractor.

### **5.13 Repairs to the Geomembrane**

For final seaming inspection, the CQA Monitor and Contractor shall check the seams and surface of the geomembrane for defects, holes, blisters, undispersed raw materials, or signs of contamination by foreign matter. If dirt inhibits inspections, the Contractor shall brush, blow, or wash the geomembrane surface as required. The CQA Monitor shall decide if cleaning the geomembrane surface and welds is needed to facilitate inspection. Repair areas shall be distinctively marked with a description of the required type of repair.

The CQA Monitor shall verify that all identified holes, tears, blisters, undispersed raw materials, and contamination by foreign matter is patched. The CQA Monitor shall verify that patches are not cut with the repair sheet in contact with the geomembrane and that the patches are extrusion welded to the geomembrane and then vacuum tested. The result of the vacuum test



for the repair shall be marked by the Contractor's QC Technician with the date of the test and name of the tester on the sheet. Holes shall be repaired as described in the Specifications. All repair areas shall be recorded on the repair log form by the CQA Monitor.

#### **5.14 Geomembrane Final Walk-through**

The Contractor shall be responsible for maintaining the geomembrane (or portions thereof) until final acceptance by the CQA Monitor. The CQA Monitor shall recommend final acceptance when all seams have passed destructive testing, the Contractor has supplied all documentation, and all field and laboratory testing is complete and satisfactory. Prior to final acceptance, the Contractor, CQA Officer, CQA Monitor, and the Owner shall review the installation of the geomembrane (or portions thereof) for completeness. Any areas that are found to deviate from the intended design, are incomplete, or in need of repair shall be recorded by the CQA Monitor for correction by the Contractor. When all repairs have been completed, the CQA Monitor shall release the geomembrane (or portions thereof) for installation of overlying materials. The Contractor shall retain ownership of the liner throughout the installation of overlying materials as defined within his scope of work and until the project is complete.

### **6.0 DRAINAGE GEOCOMPOSITE**

#### **6.1 General**

This section sets forth the requirements for the CQA testing and observation requirements for installing the drainage geocomposite materials detailed on the Construction Drawings and Specifications. This work includes the examination of the Manufacturer's and Contractor's QC testing, conformance testing, shipping and handling, and deployment, seaming, and repairs of the geocomposite. The CQA Monitor and CQA Officer shall review the submittals furnished by the Contractor to ensure their compliance with this program and conditions of warranty prior to construction. They shall also review the time schedule for installation submitted by the Contractor prior to construction.

#### **6.2 Geocomposite Shipping and Handling**

The Manufacturer shall provide a copy of the certificate of compliance and the QC certificates for production of each geocomposite roll manufactured for this project prior to construction for review by the CQA Monitor and CQA Officer. Materials shall be delivered to the site only after the CQA Consultant or the County receives, reviews, and approves the required submittals.

The CQA Monitor shall ensure that the materials were packaged and shipped by appropriate means so that no damage was caused to the materials delivered to the site. Off-loading shall be done in the presence of the CQA Monitor and any damage during off-loading shall be documented by the CQA Monitor and the Contractor. The CQA Monitor shall keep a log of all geocomposite delivered to the site on a geocomposite receiving log form.

Damaged materials shall be separated from undamaged materials until the CQA Monitor determines proper disposition of material. Final authority on the determination of damage shall be the CQA Monitor. The Contractor shall replace damaged or unacceptable material at no cost to the Owner.

The geocomposite shall be stored on a prepared surface approved by the CQA Monitor and shall be protected from puncture, precipitation, dirt, grease, water, mechanical abrasions, excessive heat, ultraviolet light exposure or other damage. The CQA Monitor shall observe that the Contractor uses appropriate handling equipment to load, move or deploy the material to ensure that no damage is caused to the materials during handling of the geocomposite.

### **6.3 Geocomposite Conformance Testing**

After production, the geocomposite shall be sampled for conformance testing by a third party geosynthetics laboratory. Sampling shall be performed at the manufacturing plant by the third party geosynthetics laboratory. One geocomposite sample shall be obtained for every 100,000 square feet produced. The CQA Monitor shall identify the roll numbers of the geocomposite which are tested for conformance on the log of geocomposite received form. The samples shall be delivered to the geosynthetics laboratory to determine that the geocomposite properties conform to the requirements given in the Specifications. The CQA Officer shall review all test results and report any non-conformance test results to the Contractor and the CQA Monitor.

Conformance samples shall be collected across the entire width of the roll, but shall not include the first three feet of the roll. The conformance samples shall be three feet wide by the roll width in length. Each sample shall be marked with the Manufacturer's name and product identification, lot number, roll number, and type (8 oz. double-sided, single-sided, 250-mil, high flow, etc.). In event that sampling is necessary at the site, the Contractor shall provide the personnel and equipment to obtain the sample in the presence of the CQA Monitor. No material shall be deployed until passing conformance values are obtained by the CQA Monitor.

The conformance testing of the geocomposite shall include the following parameters:

- Transmissivity (ASTM D4716).
- Ply Adhesion (ASTM 7005-03(2008)).

### **6.4 Geocomposite Installation**

Prior to geocomposite installation, the CQA Monitor shall observe that all underlying materials have been repaired, tested, and approved in accordance with the Construction Drawings and Specifications. During geocomposite placement, the CQA Monitor shall:

- Observe the geocomposite as it is deployed and record all defects and disposition of the defects (panel rejected, patch installed, etc.).
- Observe that equipment used does not damage the geocomposite.
- Observe that people working on the geocomposite do not engage in activities that could damage it;
- Observe that the geocomposite is anchored to prevent movement by the wind (the Contractor is responsible for any damage resulting to or from wind blown geocomposite).

- Observe that the seams are overlapped in accordance with the project Specifications.
- Observe that the Contractor has repaired any holes or tears in the geocomposite.
- Observe that the materials and methods used to fasten the panels together meet the Specification requirements.

If any needles or other materials which the CQA Monitor feels may be detrimental to the underlying synthetic liner are present within the geotextile component of the geocomposite, the roll shall be rejected and shipped off-site permanently and the Contractor shall replace any rejected material at no additional cost to the County. The CQA Monitor shall notify the Contractor of any problem areas and observe and inspect the repair. The CQA Monitor shall record all of the above information on log sheets and in daily reports.

## **6.5 Geocomposite Acceptance**

The Contractor shall be responsible for maintaining the geocomposite (or portions thereof) until final acceptance by the CQA Officer. The CQA Officer shall recommend final acceptance when all seaming has been completed, the Contractor has supplied all documentation, and all laboratory testing is complete and satisfactory. Prior to final acceptance, the Contractor, CQA Monitor, CQA Officer, and the Consultant Owner shall review the installation of the geocomposite (or portions thereof) for completeness. Any areas that are found to deviate from the intended design, are incomplete, or in need of repair shall be recorded by the CQA Monitor for correction by the Contractor. When all repairs have been completed, the CQA Officer shall release the geocomposite (or portions thereof) for installation of overlying materials.

The Contractor shall retain ownership of the geocomposite throughout the installation of overlying materials as defined within his scope of work and until the project is complete.

## **7.0 GEOSYNTHETIC CLAY LINER (GCL) QUALITY ASSURANCE**

### **7.1 General**

This section sets forth the requirements for the CQA testing and observation requirements for installing the Geosynthetic Clay Liner (GCL) materials detailed on the Drawings and Specifications. This work includes the manufacturer's QC testing, conformance testing, shipping and handling, deployment, of the GCL. The Contractor shall furnish submittals in compliance with this Plan and conditions of warranty prior to construction for review by the CQA Officer and CQA Monitor, in accordance with the Specifications.

### **7.2 GCL Shipping and Handling**

The Contractor shall provide a copy of the QC certificates for production of each GCL roll manufactured for this project prior to construction for review by the CQA Monitor and CQA Officer. The certificate of compliance for the GCL must be received prior to installation as required by the Specifications. Materials shall be delivered to the site only after the CQA Consultant or the Owner receives, reviews, and approves the required submittals.

The Contractor is responsible for the transportation, off-loading and storage of the GCL. The materials shall be packaged and shipped by appropriate means so that no damage is caused and shall be delivered to the site only after the CQA Monitor receives and approves the required submittals. Off-loading shall be performed in the presence of the CQA Monitor and any damage during off-loading shall be documented by him. The CQA Monitor shall keep a log of all GCL delivered to the site on the appropriate form for review by the CQA Officer.

GCL cleanliness and moisture isolation are essential to their performance. Therefore, all GCL rolls should be appropriately protected from moisture, debris, excessive heat or cold, direct contact with the ground, direct sunlight or other ultraviolet (UV) source, puncture, cutting or any other damaging or deleterious conditions. The wrapping should be removed less than one hour before placement.

The CQA Monitor will observe the GCL rolls upon delivery at the site and any deviation from the above requirements will be reported to the CQA Officer and Construction Manager.

Damaged materials shall be separated from undamaged materials until the CQA Monitor and CQA Officer determine proper disposition of the material. Final authority on the determination of damage shall be the CQA Monitor. The Contractor shall replace damaged or unacceptable material at no cost to the Owner.

### **7.3 GCL Conformance Testing**

After production, the GCL shall be sampled for conformance testing by a third party geosynthetics laboratory. Sampling shall be performed at the manufacturing plant by the third party geosynthetics laboratory. One GCL sample shall be obtained for every 100,000 square feet produced. The CQA Monitor shall identify the roll numbers of the GCL which are tested for conformance on the log of GCL received form. The samples shall be delivered to the geosynthetics laboratory to determine that the GCL properties conform to the requirements given in the Specifications.

Conformance samples shall be collected across the entire width of the roll, but shall not include the first three feet of the roll. The conformance samples shall be three feet wide by the roll width in length. Each sample shall be marked with the Manufacturer's name and product identification, lot number, roll number, and type (double non-woven, single side woven, non-woven, 40-mil geomembrane-backed, etc.). In event that sampling is necessary at the site, the Contractor shall provide the personnel and equipment to obtain the sample in the presence of the CQA Monitor. No material shall be deployed until passing conformance values are obtained by the CQA Monitor and approved by the CQA Officer.

At a minimum, the GCL shall be tested for:

- Clay mass per unit area (ASTM D5993).
- Peel strength (ASTM D6496).
- Tensile Properties (ASTM D6768).
- Permeability/Index Flux (ASTM D5887) (one per project).

The number of specimens tested per conformance sample shall be in accordance with the respective ASTM standard. All relevant ASTM Standards shall be readily available for review. The average roll value in each direction shall be calculated from the specimen test values of each conformance sample and compared to the specified minimum average roll value of the tested physical property. The CQA Officer will review all test results and shall report any non-conformance to the CQA Monitor, the Owner, and to the Contractor.

## **7.4 GCL Installation**

### **7.4.1 GCL Panel Placement**

Prior to GCL installation, the CQA Monitor shall verify that all underlying materials, including the low permeability layer, have been repaired, tested, and approved in accordance with the Construction Drawings and Specifications. The CQA Monitor shall give each panel an identification number, which shall be agreed to and used by the CQA Monitor and the Contractor. The CQA Monitor shall establish a chart showing correspondence between roll numbers, certification reports, and panel numbers. The CQA Monitor shall record the panel number on the Geosynthetic Clay Liner Panel Deployment Log.

During panel placement, the CQA Monitor shall:

- Observe the GCL as it is deployed and record all defects and disposition of the defects (panel rejected, patch installed, etc.). Verify that all repairs are made in accordance with the Specifications.
- Observe that equipment used does not damage the GCL by handling, trafficking, or by other means.
- Observe that people working on the GCL do not smoke, wear shoes that could damage the GCL, or engage in any activities that could damage the GCL.
- Observe that the GCL is anchored to prevent movement by the wind (the Contractor is responsible for any damage resulting to or from wind-blown geosynthetics).
- Observe there are no rocks, construction debris, or other items beneath the GCL which could cause damage and verify that the surface beneath the GCL has not deteriorated since previous acceptance.
- Observe that the GCL is not dragged across the ground surface. If the GCL is dragged across the ground surface, it shall be inspected for damage and repaired or rejected, if necessary.
- Record weather conditions including temperature, approximate wind, and humidity. Information shall be recorded at appropriate intervals throughout the day. The GCL shall not be deployed in the presence of moisture (fog, dew, mist, rain, etc.).

The CQA Monitor shall inform the CQA Officer and the Owner if the above conditions are not met.

#### **7.4.2 Field Seaming and Repairs**

During GCL placement, the CQA Monitor shall observe that the Contractor performs the following activities for the GCL:

- The seams are overlapped in accordance with the Construction Drawings and Specifications.
- Bentonite is spread along the seam in accordance with the manufacturer's recommendations, Construction Drawings, and Specifications.

The CQA Monitor shall observe the placement and seaming activities for the GCL and document all areas that require repair prior to placement of the overlying materials. All repairs are to be performed by the Contractor in accordance with the manufacturer's recommendations, the Construction Drawings, and Specifications.

#### **7.5 GCL Acceptance**

The Contractor shall be responsible for maintaining the GCL (or portions thereof) until final acceptance by the CQA Monitor. The CQA Monitor shall recommend final acceptance when all seaming is complete, the Contractor has supplied all documentation, and all laboratory testing is complete and satisfactory. Prior to final acceptance, the Contractor, CQA Monitor, and the Owner (if necessary) shall review the installation of the GCL (or portions thereof) for completeness. Any areas that are found to deviate from the intended design, are incomplete, or in need of repair shall be recorded by the CQA Monitor for correction by the Contractor. When all repairs have been completed, the CQA Monitor shall release the GCL (or portions thereof) for installation of overlying materials.

The Contractor shall retain ownership of the GCL liner throughout the installation of overlying materials as defined within his scope of work and until the project is complete.

### **8.0 GEOTEXTILE CQA**

#### **8.1 General**

This section sets forth the requirements for the CQA testing and observation requirements for installing the geotextile detailed on the Drawings and Specifications. The Contractor shall furnish submittals in compliance with this manual and conditions of warranty prior to construction for review by the CQA Officer and CQA Monitor. The Contractor shall also prepare and submit a time schedule for installation, including complete testing and acceptance of materials prior to construction.

#### **8.2 Geotextile Shipping and Handling**

The Contractor shall provide a copy of the certificate of compliance and the QC certificates for production of each geotextile roll manufactured for this project prior to construction for review by the CQA Monitor and CQA Officer. Materials shall be delivered to the site only after the CQA Consultant or the Owner receives, reviews, and approves the required submittals.

The CQA Monitor shall ensure that the materials were packaged and shipped by appropriate means so that no damage was caused to the materials delivered to the site. Off-loading shall be

done in the presence of the CQA Monitor and any damage during off-loading shall be documented by the CQA Monitor and the Contractor. The CQA Monitor shall keep a log of all geotextile delivered to the site on a geotextile receiving log form.

Damaged materials shall be separated from undamaged materials until the CQA Monitor determines proper disposition of material. Final authority on the determination of damage shall be the CQA Monitor. The Contractor shall replace damaged or unacceptable material at no cost to the Owner.

The geotextile shall be stored on a prepared surface approved by the CQA Monitor and shall be protected from puncture, precipitation, dirt, grease, water, mechanical abrasions, excessive heat, ultraviolet light exposure or other damage. The CQA Monitor shall observe that the Contractor uses appropriate handling equipment to load, move or deploy the material to ensure that no damage is caused to the material during handling of the geotextile.

### **8.3 Geotextile Conformance Testing**

At the point of manufacture, the CQA Officer shall coordinate with the Contractor to obtain samples for conformance testing. One geotextile sample per 100,000 square feet delivered and at least one per lot shall be obtained. The CQA Monitor shall identify the roll numbers of the geotextile which are tested for conformance on the log of geotextile received form. The samples shall be delivered to the geosynthetics laboratory to determine that the geotextile properties conform to the requirements given in the Specifications. The CQA Monitor shall review all test results and report any non-conformance test results to the Contractor and the CQA Officer.

The CQA Monitor shall collect samples for conformance testing across the entire width of the roll, but shall not include the first 3 feet of the roll. The conformance samples shall be 3 feet wide by the roll width in length. The CQA Monitor shall mark on each roll the Manufacturer's name, product identification, lot number, roll number, roll dimensions, machine direction, and roll side (inside/outside).

The Contractor shall provide the personnel and equipment to obtain the sample in the presence of the CQA Monitor. The third party geosynthetics laboratory shall conduct the following conformance test on the geotextile:

- Grab strength (ASTM D4632/D4632M).
- Mass Per unit area (ASTM D5261).
- Permittivity (ASTM D4491).
- AOS (ASTM D4751).
- Puncture Resistance (ASTM D6241).

### **8.4 Geotextile Installation**

The CQA Monitor shall not allow installation of the geotextile until all conformance testing has been completed and passing results have been obtained. During geotextile placement, the

CQA Monitor shall:

- Observe the geotextile as it is deployed and record all defects and disposition of the defects (panel rejected, patch installed, etc.).
- Observe that equipment used does not travel on or damage the underlying geomembrane.
- Observe that people working on the geotextile do not engage in activities that could damage it.
- Verify that the geotextile is anchored to prevent movement by the wind (the Contractor is responsible for any damage resulting to or from windblown geotextile).
- Observe that the seams are overlapped and seamed in accordance with the project Specifications.
- Observe that the Contractor has repaired any holes or tears in the geotextile.
- During installation, the Contractor and CQA Monitor shall inspect the geotextile as it is deployed for the presence of foreign materials and needles.

If any needles or other materials which the CQA Monitor feels may be detrimental to the underlying synthetic liner are present within the geotextile, the roll shall be rejected and shipped off-site permanently and the Contractor shall replace any rejected material at no additional cost to the Owner. The CQA Monitor shall notify the Contractor of any problem areas and observe and inspect the repair. The CQA Monitor shall record all of the above information on log sheets and in daily reports.

## **8.5 Geotextile Acceptance**

The Contractor shall be responsible for maintaining the geotextile (or portions thereof) until final acceptance by the CQA Officer. The CQA Officer shall recommend final acceptance when all seaming has been completed, the Contractor has supplied all documentation, and all laboratory testing is complete and satisfactory. Prior to final acceptance, the Contractor, CQA Monitor, CQA Officer, and the Owner shall review the installation of the geotextile (or portions thereof) for completeness. Any areas that are found to deviate from the intended design, are incomplete, or in need of repair shall be recorded by the CQA Monitor for correction by the Contractor. When all repairs have been completed, the CQA Officer shall release the geotextile (or portions thereof) for installation of overlying materials.

The Contractor shall retain ownership of the geotextile throughout the installation of overlying materials as defined within his scope of work and until the project is complete.

## **9.0 HDPE PIPE**

### **9.1 General**

This section cover all HDPE pipe material supply and installation CQA, including CQA of all



leachate collection pipes. The Contractor shall provide a copy of the certificate of compliance for production of the piping manufactured for this project prior to construction for review by the CQA Monitor and CQA Officer.

## **9.2 Delivery**

The CQA monitor shall observe verify that:

- Materials shall be delivered to the site only after the CQA Monitor receives and approves the required submittals.
- The CQA Monitor shall ensure that the materials were packaged and shipped by appropriate means so that no damage was caused to the materials delivered to the site.
- Off-loading shall be done in the presence of the CQA Monitor and any damage during off-loading shall be documented by the CQA Monitor and the Contractor.
- The CQA Monitor shall keep a log of all piping delivered to the site on a log of piping received form.
- Damaged materials shall be separated from undamaged materials until the CQA Monitor determines proper disposition of the material.
- All pipes shall be stored and stacked on a prepared surface as per manufacturer's recommendation and approved by the CQA Monitor and shall be protected from puncture, precipitation, dirt, grease, water, mechanical abrasions, or other damage.
- The Contractor uses appropriate handling equipment to load, move or deploy the material to ensure that no damage is caused to the materials during handling of the piping.
- No leachate collection piping shall be placed until the synthetic liner has been installed and approved by the CQA Monitor.
- No piping is materials in a manner that could damage the underlying geosynthetic liner. The CQA Monitor shall record all observed damages and clearly mark their location for scheduled repair.
- Pipes are correct sizes and perforations (for perforated pipes) are in accordance with Construction Drawings.

Final authority on the determination of damage shall be the CQA Monitor. The Contractor shall replace damaged or unacceptable material at no cost to the Owner.

## **9.3 Installation**

The CQA Monitor shall verify and observe that:

- Trenches are excavated to the lines and grades shown in the Construction Drawings and are free of debris prior to pipe laying.
- Piping is installed to the lines and grades shown on the Construction Drawings.
- Pipe jointing is in accordance consistent with the Manufacturer's recommendations and Specifications.
- Pipe bedding is installed per Specifications and Construction Drawings.
- Backfilling is installed per Specifications and testing is in accordance with Table 4-2.

## **10.0 WORK DEFICIENCIES**

When deficiencies are discovered, the CQA Monitor shall immediately determine the nature and extent of the problem, notify the Contractor of the problem, and complete the required documentation. The CQA Monitor shall notify the Contractor within 30 minutes of discovering any deficiency. If the deficiency will cause significant construction delays or require substantial rework, the CQA Monitor shall notify the Owner and the CQA Officer.

The Contractor shall correct the deficiency to the satisfaction of the CQA Monitor. If the Contractor is unable to correct the problem, the CQA Monitor shall be asked to develop and recommend a solution to the CQA Officer for his approval.

The corrected deficiency shall be retested before additional work is performed by the Contractor. All retests and the steps taken to correct the problem shall be documented by the CQA Monitor on a field construction inspection report and on construction problem and solution data sheet forms.

## **11.0 DOCUMENTATION**

### **11.1 Daily Records**

At a minimum, daily records shall consist of field notes, a summary of the daily construction activities, associated testing activities, and observation and data sheets. All project records shall be maintained in a well-organized project file at the job site and shall be available for review by the CQA Officer, Contractor, the Owner, and jurisdictional agencies at all times. The CQA Officer shall review the reports and field notes prepared by the CQA Monitor and prepare a summary report from the daily records and observation data sheets. The CQA Monitor's daily summary report shall be available to the CQA Officer and the Contractor for review and shall include the following information:

- Date, project name, and location.
- Weather data.
- A description of on-going construction.
- A summary of test results identified as passing, failing, or in the event of a failed test, retests.

- Off-site materials received including geosynthetics or drainage materials, plus status of certificates or off-site testing for the materials.
- A summary of decisions regarding acceptance of the work and/or corrective actions taken.
- The signature or initials of the CQA Monitor.

### **11.2 Observation and Test Data Sheets**

The CQA Monitor shall prepare observation and data sheets during all phases of construction of the liner system for review by the CQA Officer. Observation and data sheets for this project may include, but would not be limited to the following:

- Field Construction Inspection and Meeting Reports.
- Nuclear Density Data Sheets.
- Field Density Summary.
- Moisture Density Curve Data Sheets.
- Oven Moisture Content/Drive Tube Density Data Sheets.
- Sand Cone Density Data Sheets.
- Sieve Analysis and Atterberg Limits Data Sheets.
- Acceptance of Prepared Subgrade Forms.
- Geomembrane Received Log.
- Geotextile Received Log.
- Geocomposite Received Log.
- Geocomposite Panel Deployment Log.
- GCL Received Log.
- GCL Panel Deployment Log.
- Geomembrane Panel Deployment Log.
- Geomembrane Start-up Trial Weld Log.
- Geomembrane Field Seaming and Nondestructive Testing Log .
- Geomembrane Repair Log.
- Geomembrane Seam Strength Destructive Test Results.

- Photograph Log (including date, time, photographer, and noted activity).
- Request for Information (RFI), Submittal and Change Order Log.

Additional observation and data sheets may be required. All entries shall be clear and legible. All documentation should be dated and signed or initialed clearly by the CQA Monitor.

### **11.3 Progress Reports**

The CQA Officer shall prepare bi-weekly progress reports summarizing construction and quality assurance activities. The reports will contain, at a minimum, the following information:

- The date, project name, and location.
- A summary of work activities completed in the last week, and those expected to be performed in the next week.
- A summary of deficiencies and/or defects, and resolutions.
- Summary of Requests for Information.
- Summary of changes and/or change orders to the work.
- Quantity of material incorporated into the project.
- Percentage complete for each major bid item.
- The signature of the CQA Manager.

Every other report will include a summary of on-site and third party laboratory test results.

### **11.4 Design Change Reports**

Design and specification changes may be required during construction. In such cases, the CQA Monitor shall notify the CQA Officer. Design and specification changes shall only be made with written agreement of the CQA Consultant and the Owner.

### **11.5 Construction Difficulty Reports**

In the event that the Contractor has extreme difficulty in the performance of any specified activities required, a special report shall be prepared to address the problem(s). The Owner, the Contractor, CQA Monitor, and CQA Officer (if needed) shall meet to discuss any problems encountered and to address the solution. If changes to the Construction Specifications are required, the CQA Consultant and the Owner shall be notified and approve any changes in writing.

### **11.6 Final Report**

At the completion of the project, the CQA Consultant shall prepare a Statement of Certification to be submitted to the Owner and the Regional Water Quality Control Board; Central Coast Region. Within 30 days of project completion, the CQA Consultant shall prepare a final construction report suitable for presentation to Regional Water Quality Control Board; Central

Coast. Copies of all reports and test results prepared by the CQA Monitor shall be submitted to the CQA Officer for review. Copies of all the documents shall be maintained at the CQA Consultant's office. This report shall verify that the work has been performed in compliance with the Construction Drawings and the Specifications. At a minimum this report shall contain:

- A summary of all construction activities.
- As-Built Record Drawings.
- A description of significant construction problems and the resolution of these problems.
- A list of deviations (if any) from the Construction Drawings and Specifications and the justification for these changes.
- A statement signed and sealed by a Registered Civil Engineer or Certified Engineering Geologist registered in the State of California verifying that the project was constructed in general accordance with the Construction Drawings, Specifications, and CQA Plan.

#### **11.7 Record Drawings**

A set of record drawings shall be prepared by the Contractor during the course of construction. The record drawings shall accurately locate all construction items including the location of piping and the extent of lining and collection system components, etc. The CQA Consultant shall review the record drawings and provide comment to the Contractor for finalizing. Upon completion of the final record drawings, the Contractor shall forward digital and hard copies of the drawings to the CQA Consultant for inclusion in the final report.



## Report to the Board of Directors

ITEM NO. 9

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: Cesar Zuñiga, Assistant General Manager /  
Operations Manager

Title: A Resolution Approving Change Order No. 1  
to the Contract with Randazzo Enterprises for  
the Johnson Canyon Landfill Grinding of  
Concrete Materials in the Amount of \$38,950,  
and Supplemental Appropriation of \$8,450.

### RECOMMENDATION

Staff recommends that the Board adopt the resolution.

### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the goal to Achieve 75% Diversion. The change order is required due to estimated quantities exceeding the contract award cost. The additional funding is required to cover the grinding expenses associated with the processing of all concrete, brick, and porcelain materials stockpiled on site over the past three years.

### FISCAL IMPACT

Construction Improvement Project (CIP) 9105 currently has \$30,500 remaining to cover expenses associated with all of the concrete requiring grinding, including Change Order No. 1. A supplemental appropriation from fund balance of \$8,450 is required to fully fund the change order.

### DISCUSSION & ANALYSIS

On September 20, 2018 the Board awarded the concrete grinding project to Randazzo Enterprises for a not to exceed cost of \$95,000. The quantities of material onsite were estimated due to some material being used onsite each winter to construct a winter tipping pad. The contractor mobilized and began the project in November 2018. The grinding equipment has a scale that captures the throughput of material crushed into base rock. The final quantities of material onsite resulted in a total of 15,000 tons of materials.

### BACKGROUND

The Authority diversion activities include recycling of both clean and dirty concrete, brick, and porcelain. Over the past three (3) years the material has been collected and stockpiled on top of Module 4 at the Johnson Canyon Landfill. The landfill operations will be moving into Module 4 later this winter and the material must be processed in order to allow for the fill operations within the Module 4 top deck.

The processed material will then be used onsite to construct all weather access roads for landfill customers and a winter tipping pad to be used by all customers during wet weather operations.

#### ATTACHMENTS

1. Resolution

RESOLUTION NO. 2019 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH RANDAZZO ENTERPRISES FOR THE  
JOHNSON CANYON LANDFILL GRINDING OF CONCRETE MATERIALS IN THE AMOUNT OF  
\$38,950, AND SUPPLEMENTAL APPROPRIATION OF \$8,450.

WHEREAS, on September 20, 2018, the Board of Directors of the Salinas Valley Solid Waste Authority adopted Resolution No. 2018-31, awarding the Johnson Canyon Landfill Grinding of Concrete Material Project in the amount of \$89,500; and,

WHEREAS, during the project period it was determined that the estimated quantities onsite exceeded the amount noted in the original project award.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Office is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Change Order No. 1 for an amount of \$38,950.00, with Randazzo Enterprises for the Johnson Canyon Landfill Grinding of Concrete Materials Project; as attached hereto and marked "Exhibit A".

BE IT FURTHER RESOLVED, that a supplemental appropriation from fund balance of \$8,450.00 is hereby approved to fully fund the Construction Improvement Project (CIP) 9105 to cover expenses associated with all of the concrete requiring grinding, including Change Order No. 1.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 24<sup>th</sup> day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

\_\_\_\_\_  
President of the Board

ATTEST:

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board





## EXHIBIT A

## AGREEMENT CHANGE ORDER NO. 1

Page 1 of 1

Date: January 15, 2019 Vendor No. \_\_\_\_\_ P.O. No.: 19-00680 \_\_\_\_\_.Project Title: Johnson Canyon Landfill Grinding of Concrete Materials \_\_\_\_\_.To Contractor: Randazzo Enterprises Project No.: 9105 \_\_\_\_\_.

You are hereby directed to make the herein described changes from the approved contract or do the following described work not included in the approved contract.

NOTE: This change order is not effective until approved by the Board of Directors on January 24, 2019 \_\_\_\_\_.

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Diversion Manager.

Change requested by: Cesar Zuñiga \_\_\_\_\_.1. **Reason for change:** Estimated quantities onsite exceeded the amount noted in the original project award.2. **Description of change:** Estimated quantities onsite where exceeded.  
Estimated Increase = \$ 38,9503. **Change in Re-allocation of Payments:**

	Original Agreement	Change Order
Agreement Amount	\$ 95,000	\$38,950
<b>Total Compensation</b>	<b>\$ 95,000</b>	<b>\$133,950</b>

*All other payments remain per the original agreement.*4. **Time of completion will be adjusted as follows:** 0 days \_\_\_\_\_.

Approval Recommended: Operations Manager \_\_\_\_\_ Date \_\_\_\_\_.

Approval Recommended: General Manager/CAO \_\_\_\_\_ Date \_\_\_\_\_.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date \_\_\_\_\_ Contractor \_\_\_\_\_.

By: \_\_\_\_\_ Title \_\_\_\_\_.



## Report to the Board of Directors

ITEM NO. 10

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: R. Patrick Mathews, General Manager/CAO

Title: A Resolution Approving a Memorandum of Understanding (MOU) with the County of Monterey for Litter Abatement Services for the Amount of \$100,000 for Calendar Year 2019

### RECOMMENDATION

Staff recommends adopting the resolution for this item. Approving this MOU with the County of Monterey for \$100,000 will allow for increased clean-up activities associate with illegal dumping in rural areas and roadside litter clean-up on county roadways.

### FISCAL IMPACT

\$50,000 was approved by the Board from 2017-18 surplus revenues to fund 6-months of this program for 2018-19 and the Board directed staff to include a full year's funding (\$100,000) in the upcoming 2019-20 budget. Due to the potential for the City of Salinas to withdraw from the Authority at the end of 2019, this MOU is set to expire on December 31, 2019 and will only require an additional \$50,000 of budgeted funding for half of FY 2019-20. The MOU provides for mutually agreed extension and funding should the Salinas withdrawal not occur.

### DISCUSSION & ANALYSIS

Staff has been in discussion with County representatives since October 2018 to develop an MOU for these expanded services. Attached is the final draft of the proposed MOU for your consideration and approval. Due to increases in the levels of illegal dumping and litter in our rural areas and increased limitations on using free or low-cost prison labor, the County is seeking additional funding to support expansion of this program using non-profit organizations such as Hope Services or Rancho Cielo. The Board concurred with this request at its June 21, 2018 meeting (staff report attached). Supplemental funding for this program in fiscal year 2018-19 was approved by the Board on November 15, 2018.

### BACKGROUND

On June 21, 2018, the Board received a presentation and funding request from the County of Monterey to support expanding illegal dumping clean-up and litter abatement in the rural areas of the county. Staff was directed to return with an MOU and supplemental funding request after year-end closing and audit certification in October/November 2018.

### ATTACHMENT(S)

1. Resolution
2. MOU with County of Monterey for Litter Abatement Services
3. Illegal Dumping and Litter Abatement Funding Request Report June 21, 2018

RESOLUTION NO. 2018 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF MONTEREY FOR  
LITTER ABATEMENT SERVICES \$100,000 FOR CALENDAR YEAR 2019

WHEREAS, on June 21, 2018 the Authority Board of Directors received and approved the funding request from the County of Monterey for Litter Abatement Services; and,

WHEREAS, on November 15, 2018, the Authority Board of Directors approved supplemental funding to support \$50,000 for this service for the second half of fiscal year 2018-19; and,

WHEREAS, the MOU is set to expire on December 31, 2019, due to the potential for City of Salinas withdraw from the Authority, only \$50,000 will be included in the 2019-20 fiscal year budget requests to support 6 months of the program at this time; and,

WHEREAS, the MOU may be extended, and full funding considered once the City of Salinas formalizes its decision on withdrawal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the President of the Board is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to approve the MOU with the County of Monterey for providing Litter Abatement Services, as attached hereto and marked "Exhibit A" for the amount of \$100,000, to be funded as follows: \$50,000 in fiscal year 2018-19 and \$50,000 in fiscal year 2019-20.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 24<sup>th</sup> day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

MEMORANDUM OF UNDERSTANDING  
by and between the  
COUNTY OF MONTEREY  
and the  
SALINAS VALLEY SOLID WASTE AUTHORITY  
  
Litter Abatement Program

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY (“County”), a subdivision of the State of California, and the SALINAS VALLEY SOLID WASTE AUTHORITY (“SVSWA” or “Authority”), a joint powers authority, with reference to the following facts:

RECITALS

**Whereas**, Monterey County administers a Litter Abatement Program to collect waste and mitigate illegal dumping throughout the County, and relies on Monterey County Sheriff’s Office Work Alternative Program labor for staffing litter crews;

**Whereas**, SVSWA, a Joint Powers Authority, manages Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost-effective practices through an integrated system of waste reduction reuse, recycling, innovative technology, customer service and education;

**Whereas**, litter and illegal dumping continue to be a significant issue across the County of Monterey and continue to cause blight, impact agricultural operations, and adversely affect environmental resources;

**Whereas**, County’s Litter Abatement Program (Program) has experienced a significant drop in available labor for litter abatement due to a variety of reasons including changes in state

legislation and competition for labor resources from other agencies and institutions, thereby limiting the Program's ability to mitigate litter and illegal dumping;

**Whereas**, the Board of Directors of SVSWA at their meeting of June 21, 2018 voted unanimously to appropriate \$100,000 of Authority Funds to the County for the sole purpose of funding litter and dumping abatement programs in the County during calendar year 2019;

**Whereas**, the Board of Directors of Monterey Regional Waste Management District (MRWMD) at their meeting of January 18, 2019 committed to appropriate \$100,000 to County for the sole purpose of funding litter and dumping abatement programs in the County during calendar year 2019;

**Whereas**, the parties desire to complete a *MEMORANDUM OF UNDERSTANDING* to implement the payment of these funds to the County.

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

1. Effective Date and Term.

This MOU will be effective as of the date last signed by either of the parties, and unless earlier terminated as provided in this MOU, shall remain in effect until the close of business, December 31, 2019. This MOU may be amended from time to time by mutual written agreement of the parties.

2. Obligations of the Parties

- a. The County shall conduct litter pickup (Work) using labor services from nonprofit agencies including but not limited to Hope Services and Rancho Cielo. The Work locations shall be as equally distributed as possible between SVSWA and MRWMD service areas.

- b. The County and SVSWA shall each be responsible for establishing accounting procedures to track costs and transfer funds between the Parties. Payment shall be made on a reimbursement basis. The County shall submit an invoice to SVSWA by the 15<sup>th</sup> day of the month following each contract quarter with an accounting of use of the funds and the locations where Work was performed.
- c. SVSWA shall reimburse the County for fifty percent (50%) of the County's actual expenses incurred for third party labor services in the performance of the MOU; provided, however, under no circumstances shall SVSWA's contribution for calendar year 2019 exceed \$100,000. SVSWA shall not reimburse the County for services not yet performed.
- d. The County is solely responsible for payments to all its vendors, suppliers and subcontractors used in the performance of the Litter Abatement Program and such third parties shall have no right, nor make any claim to payment from SVSWA with respect thereto.
- e. SVSWA shall authorize payment to the County hereunder no later than 30 calendar days after receipt and approval of an invoice verifying expenditures.

### 3. Termination

#### A. By the County

The County may terminate this MOU only for cause, which shall be defined as failure to make any payment required by section 2 above, subject to the following:

i. The County shall provide sixty (60) days written notice to the SVSWA in advance of the termination and the reasons therefore. The SVSWA shall be given 30 calendar days to correct the reason for the termination. If the County is satisfied, in its sole discretion, that the reasons for the termination have been remedied, the MOU shall not terminate and shall continue in full force and effect.

ii. If the SVSWA does not remedy the reasons for the termination to the satisfaction of the County in the County's sole discretion, the County shall give the SVSWA written notice thereof and the MOU shall terminate on a date provided by the County in said

notice. Upon termination, SVSWA shall pay to the County all sums due and owing for services performed through the effective date of the termination.

B. By the SVSWA

The SVSWA may terminate this MOU at any time for its convenience and without cause upon giving sixty (60) calendar days written notice to the County. The effective date of termination is the termination date contained in SVSWA's notice of termination, unless otherwise agreed to by the parties. Upon termination, the SVSWA shall pay to the County all sums due and owing for services performed through the effective date of the termination.

4. Indemnification

A. To the maximum extent permitted by law, the County shall defend, indemnify and hold harmless the SVSWA, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the SVSWA arising from or related to the performance by the County of its obligations under this MOU excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the SVSWA, its officers, agents, or employees.

B. To the maximum extent permitted by law, the SVSWA shall defend, indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the County arising from or related to the performance by the SVSWA of its obligations under this MOU excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the County, its officers, agents, or employees.

5. General Provisions

A. No Assignment.

This MOU cannot be assigned or transferred without the express written consent of both parties.

## B. Independent Contractor

Nothing in this MOU shall be construed or interpreted to make the SVSWA a constituent part of the County, or any officer, employee, consultant or other agent of the SVSWA an officer or employee of the County. Neither the SVSWA nor its officers, employees, consultants or other agents shall have the authority to bind the County in any manner without the express written consent of the County.

## C. Notices

i. Notices permitted or required to be given to the respective parties under this MOU shall be deemed given (1) when personally delivered to the individuals identified below; (2) when personally delivered to the party's principal place of business during normal business hours, by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; or five (5) days after the notice is deposited in the U.S. mail, first class, postage prepaid, and addressed to the party as indicated below.

ii. Notices mailed to the parties shall be addressed as follows:

<p>To the County:</p> <p>Carl Holm, RMA Director 1441 Schilling Place 2nd Floor - South Salinas, CA 93901 (831) 755-5103 holmcp@co.monterey.ca.us</p> <p>Copy to:</p> <p>Office of the County Counsel Charles J. McKee, County Counsel 168 W. Alisal St., 3<sup>rd</sup> Floor</p>	<p>To the SVSWA:</p> <p>Patrick Mathews, General Manager/Chief Administrative Officer 128 Sun Street, Ste 101 Salinas, CA 93901 (831) 775-3000 patrickm@svswa.org</p> <p>Copy to:</p> <p>SVSWA General Counsel 128 Sun Street, Ste 101 Salinas, CA 93901</p>
--	--



Salinas, CA 93901 (831) 755-5045 mckeecj@co.monterey.ca.us	(831) 775-3000
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The addresses and other information in this paragraph may be changed by either party, by giving notice to the other in the manner provided herein.

#### D. Modifications

This MOU may be modified or amended only by written agreement of the parties. No waiver or modification of this MOU or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

#### E. No Waiver

No covenant or condition of this MOU can be waived except by the written consent of the County. Forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the SVSWA. The County shall be entitled to invoke any remedy available to the County under this MOU or by law or in equity despite said forbearance or indulgence.

#### F. Sole Agreement

This MOU contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

#### G. Venue

If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the Monterey County Superior Court.

#### H. Construed Pursuant to California Law

The parties hereto agree that the provisions of this MOU will be construed pursuant to the laws of the State of California.

I. Authority to Execute

The persons executing this MOU on behalf of their respective party represent and warrant that they have, or have received, the proper authority to so execute this MOU.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this *MEMORANDUM OF UNDERSTANDING* on the date last signed below.

COUNTY OF MONTEREY

SALINAS VALLEY SOLID WASTE  
AUTHORITY

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

By: \_\_\_\_\_  
Chair, Board of Directors

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

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

APPROVED AS TO FORM:  
Office of the County Counsel  
Charles J. McKee, County Counsel

APPROVED AS TO FORM:  
SVSWA General Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

By: \_\_\_\_\_  
SVSWA General Counsel

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

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



## Report to the Board of Directors

Date: June 21, 2018

From: Patrick Mathews, General Manager/CAO

Title: Funding Request from Monterey County to Support Increased Litter and Illegal Dumping Abatement Services

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

### RECOMMENDATION

The Executive Committee recommends that the Board consider the County funding request for increased County Litter and Illegal Dumping Abatement Services and direct staff to: 1) return with a joint program funding MOU with the County and Monterey Regional Waste Management District (MRWMD); 2) return with a supplemental funding request after year-end closing and audit certification for FY 2017-18; and 3) include an incremental tipping fee increase in the FY 2019-20 budget for ongoing funding of this program.

### STRATEGIC PLAN RELATIONSHIP

The recommended action partially supports SVRs goal to "Promote the Value of SVR Services and Programs to the Community" by contributing to our community's environmental health through financial contributions to the County's Litter and Illegal Dumping clean-up efforts.

### FISCAL IMPACT

The fiscal request from the County is \$100,000 per year for each the Authority and MRWMD funded through an incremental tipping fee increase, which staff estimates to be approximately \$0.50 per ton for the Authority's share. As the Authority's FY 2018-19 budget has already been adopted, the General Manager has communicated to the County Administrative Officer that this request is best handled after close of books and audit for FY 2017-18 when the ending operating fund balance is known, and a mid-year supplemental funding request can be considered by the Board. At that time, the Board can consider funding the Authority's prorated share of the program costs for FY 2018-19. It is not known how much time the County will need to establish the expanded program, develop the joint funding MOU with the Authority and MRWMD, and secure the necessary operating contracts and equipment to begin the program.

If directed by the Board, an incremental tipping fee increase of approximately \$0.50 per ton would be included in the FY 2019-20 budget to memorialize this program funding going forward.

### DISCUSSION & ANALYSIS

Several options for providing enhance clean-up efforts were explored by the County including:

- 1) Use of Enforcement and Community Service Labor from Litter/Dumping Citations, and
- 2) Use of individuals receiving General Assistance/Temporary Social Services Aid

Both options were determined by the County to be unfeasible due to legal or administrative reasons. A copy of the follow-up review of options by the County is attached for reference.

The County determined the most reasonable and cost-effective route was to provide additional funding (through the Authority and MRWMD tipping fees) to hire interested local non- profits groups, such as Hope Services or Rancho Cielo, to staff permanent clean-up crews for year-round litter and illegal dumping clean-ups.

#### BACKGROUND

This funding request was the result of joint meeting coordinated by the County's Administrative Officer in February of 2018 including SVR, MRWMD, Grower Shippers Association and the Farm Bureau. The concerns were primarily the notable increase in illegal disposal and litter in and around our rural farm areas. The purpose of the meeting was to explore concepts for improving outreach efforts around litter and illegal dumping and to discuss possible ideas for addressing the immediate issue of enhancing current clean-up efforts and enforcement.

The Authority currently funds approximately \$234,000/year for various activities and contracts that support education, prevention and clean-up of litter and illegal dumping. A summary of these expenses can be found in the attached presentation.

#### ATTACHMENT(S)

1. Meeting follow-up Communications from County Administrative Officer, April 26, 2018
2. Illegal Dumping and Litter Control Funding Request for County Administrative Officer, May 15, 2018



## Report to the Board of Directors

ITEM NO. 11

N/A

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: Cesar Zuñiga, Assistant General Manager/  
Operations Manager

Title: A Resolution Declaring Surplus Property and  
Authorizing the General Manager/CAO to  
Dispose of Property

### RECOMMENDATION

Staff recommends Board adoption of the resolution.

### STRATEGIC PLAN RELATIONSHIP

This is an operational item and does not relate to the Board's strategic plan.

### FISCAL IMPACT

The surplus of unused or non-operational equipment may result in some revenue for the agency. There is no fiscal impact.

### DISCUSSION & ANALYSIS

The Authority has replaced outdated or non-operational equipment over the past year. Equipment that would be surplus, if approved, include:

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
1999 Peterbilt 378 Conventional	1XPFD09X1XD499326	Repairs exceed value of truck / Approaching 1,000,000 miles	\$3,500 - \$7,500	Sale
2000 Peterbilt 378 Conventional	1XPFD69X0YD513656	Repairs exceed value of truck / Approaching 1,000,000 miles	\$3,500 - \$7,500	Sale

Staff would like to surplus the above listed equipment based on its operational status, age, availability of parts, and cost of required repairs. The two trucks may be worth between \$3,500 – \$7,500 if sold to a private party. These two units will be replaced with two new 2018 Peterbilt 567 Trucks (CNG fueled) paid for through a grant from the Monterey Air Resources District. As part of the grant, the engines will be removed and destroyed, but the remainder of the truck may be parted out or sold as is for some revenue. If the units cannot be sold, they will be junked and sold for scrap value.

## BACKGROUND

The Authority purchased the requested surplus equipment in 2004 as part of the Sun Street Operating agreement with Recology for the Sun Street Transfer Station. The units were a lease to own and purchased for \$1 at the end of the agreement with Recology.

## ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2019 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY DECLARING SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER/CAO TO DISPOSE OF PROPERTY

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the following property is hereby declared surplus to the needs of the Authority:

- 1999 Peterbilt 378 Conventional Truck
- 2000 Peterbilt 378 Conventional Truck

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to dispose of surplus property.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 24<sup>th</sup> day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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President of the Board

ATTEST:

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Erika J. Trujillo, Clerk of the Board





## Report to the Board of Directors

ITEM NO. 12

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: January 24, 2019

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving the Initial Study and Negative Declaration for Crazy Horse Organics Collection and Processing Facility Pursuant the California Environmental Quality Act

### RECOMMENDATION

Staff recommends that the Board conduct a public hearing, consider, and adopt the resolution approving the initial study and negative declaration for the collection and processing of organics at the Crazy Horse Landfill.

### STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Goal to *Select and Implement Facilities and Programs That Lead to Achievement of at Least 75% Waste Diversion.*

### FISCAL IMPACT

There is no fiscal impact at this time, but new State mandates driving this action may result in programmatic and cost changes as the Board considers options for operations and compliance with State regulations over the coming years.

### DISCUSSION & ANALYSIS

To support the permitting process for the potential collection and processing of organics at the closed Crazy Horse Landfill, staff initiated the California Environmental Quality Act (CEQA) process. An initial study was completed which resulted in a proposed negative declaration. Circulation and notification requirements were adhered to including providing written notice to all adjoining neighbors, culminating with tonight's public hearing and, if supported, Board adoption of the negative declaration as the Lead Agency. No written public comments were received during the noticing period. If adopted, there is an additional 30-day notice period for the Notice of Determination. This item is related solely to the approval of the CEQA document and is not an approval of the organics collection and processing project proposal.

### BACKGROUND

As part of the effort to manage the new requirements of the multitude of State regulations dealing with organics diversion, and to support composting operations at the Johnson Canyon Landfill, the Authority has identified the Crazy Horse Landfill as a potential location to operate an organics collection and processing facility. This proposed facility would be small in scale and would include only a chip and grind operation, with materials being removed in a timely basis and no active composting or long-term stockpiling of organics taking place at this location. Even with the relatively simple Enforcement Agency

Notification permit requirement, there is a need to demonstrate that CEQA has been properly recognized and adhered to. Staff completed an Initial Study which resulted in the Negative Declaration in front of the Board tonight.

ATTACHMENT(S)

1. Resolution
2. Initial Study – Crazy Horse Organics and Processing Facility

RESOLUTION NO. 2019-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION FOR THE CRAZY HORSE ORGANICS COLLECTION AND PROCESSING FACILITY PURSUANT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the Salinas Valley Solid Waste Authority has proposed to accept select organic materials at the Crazy Horse Landfill for a chip and grind operation to support the requirements of State organics diversion laws including AB 1383 and AB 1826 ("proposed Project"); and,

WHEREAS, an Initial Study was prepared pursuant to the California Environmental Quality Act ("CEQA") that examined the potential for impacts to the environment that could result from the proposed Project; and,

WHEREAS, the results of this CEQA Initial Study showed that the implementation of the proposed Project will not have a significant effect on the environment and a Negative Declaration is appropriate; and,

WHEREAS, the Draft Initial Study / Negative Declaration ("IS/ND") was distributed, posted, noticed, and otherwise made publicly available in compliance with CEQA's 30 day public comment period, and no public comments were received; and,

WHEREAS, The Board of Directors of the Salinas Valley Solid Waste Authority is the lead agency pursuant to CEQA and the decision making body for the proposed Project; and,

WHEREAS, The Board of Directors held a public hearing on January 24, 2019 to consider public comments on the IS/ND for the proposed Project; and,

WHEREAS, The Board of Directors has reviewed and considered the IS/ND together with any comments received during the public review and comment periods and intends to take action in compliance with CEQA; and,

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and,

WHEREAS, the IS/ND and related materials are on file at 128 Sun Street, Suite 101, Salinas, Ca. 93901 and are available for inspection by any interested person during normal business hours.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AS FOLLOWS:

THAT THE BOARD does hereby make the following findings: (1) it has independently reviewed and analyzed the IS/ND and information in the record and has considered the information contained therein, prior to acting upon or approving

the proposed Project, (2) the IS/ND prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA, and (3) the IS/ND represents the independent judgment and analysis of the Authority as lead agency for the proposed Project.

THAT THE AUTHORITY does hereby approve the proposed Project and directs the General Manager / CAO to execute the Negative Declaration, 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 24th day of January 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

President of the Board

ATTEST:

---

Erika J. Trujillo, Clerk of the Board

**SALINAS VALLEY  
SOLID WASTE AUTHORITY  
CRAZY HORSE LANDFILL**

**ORGANICS COLLECTION AND  
PROCESSING FACILITY  
DRAFT INITIAL STUDY**



**128 Sun Street, Suite 101  
Salinas, California 93901  
831-775-3000  
[www.svswa.org](http://www.svswa.org)**

**INITIAL STUDY**  
Crazy Horse Landfill Organics Facility

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**A. GENERAL INFORMATION**

**1. Project Title**

Crazy Horse Landfill Organics Collection and Processing Facility

**2. Lead Agency**

Salinas Valley Solid Waste Authority  
128 Sun Street, Suite 101  
Salinas, CA 93901

**3. Contact Person**

Brian Kennedy  
Compliance Manager  
128 Sun Street, Suite 101  
Salinas, CA 93901  
831-775-3000  
[briank@svswa.org](mailto:briank@svswa.org)

**4. Project Location**

The Crazy Horse Landfill is a closed landfill located approximately 9 miles north of the City of Salinas in unincorporated Monterey County, California. This location is owned and operated by the Salinas Valley Solid Waste Authority. The Assessor's Parcel Numbers of the landfill property are 125-271-063, 125-491-012, and 125-571-058. The entire site is comprised of approximately 160 acres. The address of the landfill is as follows:

Crazy Horse Landfill  
350 Crazy Horse Canyon Road  
Salinas, California 93907  
Telephone: (831) 775-3000

**5. Current General Plan Land Description**

As detailed in the Monterey County General Plan, the land use designation for the Project site is Public/Quasi Public. No change to the current General Plan land use designation is proposed.

**6. Current Zoning**

The Project site is zoned as Public/Quasi Public in the Monterey County Zoning Ordinance. No change to the existing zoning on the site is proposed.

**7. Existing Land Uses**

The landfill ceased receiving waste material in 2009 and the site completed closure activities in 2013. The site currently has no active solid waste related operations, with the only activities related to post-closure maintenance and environmental monitoring.

**8. Background/Project History**

The site encompasses 160 acres, of which approximately 72 acres were designated for disposal of non-hazardous municipal solid wastes (MSW). The remaining acreage is utilized for entrance and

gate facilities, maintenance facilities, storm water retention and landfill buffer. The Crazy Horse landfill was a regional landfill that operated from 1934 until 2009 when it stopped receiving waste and shuttered public activities. The site completed final cover construction activities in 2013 and received final closure certification in January of 2017. Currently the site is dormant with a Limited Volume Transfer Station permit in place, but unused.

While operational, separating and managing organic material (green wastes, wood wastes) for recycling and biomass was part of routine operations. Then the site was closed, this activity shifted to other local collection locations including the Madison Lane Transfer Station in Salinas, the Sun Street Transfer Station in Salinas, and the Monterey Regional Waste Management District in Marina. Currently there is not a convenient local option for the residents of northern Monterey County to drop off their green and wood wastes and this project is in part designed to help rectify this gap in public service.

**9. Surrounding Land Uses**

The project location is surrounded by land designated as low density residential to the west and south, cattle grazing to the north and to the east. The City of Salinas is located approximately eight miles south of the landfill.

**10. Site Access and Circulation**

All traffic to and from the Crazy Horse Landfill enters and exists using the entry road off Crazy Horse Canyon Road. Security gates are open during hours the organics operation is open to the public starting at 7:30 a.m. and secured after 5:00 p.m. All vehicles entering the landfill are directed to the scale house for load inspection and fee collection. There is sufficient space for trucks to unload, load, and turn around, then exit using the same gate. Signage is used to direct individual drivers to the appropriate area.

**11. General Description of Organics Facility Operation**

The facility will accept both source separated and comingled green and wood material from self-haul, commercial haulers and potentially the franchise hauled solid waste from North Monterey County. This is the same general service area for the period of time the facility was operated as an active solid waste landfill. The facility will also serve landscapers and homeowners. The entire chip and grind area will be located on asphalt on approximately 2.7 acres. The green and wood waste material will be received and initially sorted for processing, and then reduced using a horizontal or tub grinder followed by sorting through a trommel screen to produce a variety of products, including wood chips, mulches, soil amendment, and co-generation or biofuel feedstock. Material will not be on site for more than 7 days, and there will be no composting or acceptance of food wastes. Equipment on site will include the grinder, an excavator, a water truck, a loader, maintenance, and transfer vehicles. Small quantity of the mulches and soil amendment can be stored in bunkers and sold to the local agriculture and landscape industries, as well as the general public. The ultimate capacity of the organics processing facility is proposed to process up to 61,400 tons per year of material. The approximate daily tonnage will be no more than 200 tons per day based on a 6 day per week operating schedule with 6 holidays. The operations pad and storm water conveyance and collection system will be designed and constructed to meet the State Water Resources Board General Permit for Storm Water Discharges Associated with Industrial Activities.

**ENVIRONMENTAL CHECKLIST FORM PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 6 for additional information.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture and Forestry	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Geology/Soils
<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards and Hazardous Materials	<input type="checkbox"/>	Hydrology/Water Quality
<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise
<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Transportation/Traffic	<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Mandatory Findings of Significance

**B. LEAD AGENCY DETERMINATION:**

On the basis of this initial evaluation:

<input checked="" type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required

Signature: \_\_\_\_\_

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



## EVALUATION OF ENVIRONMENTAL EFFECTS:

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not NEPA, impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

<b>1. AESTHETICS</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant with Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

### Discussion and Conclusions

1 a-d. The project site is situated on the Crazy Horse Landfill facility site in rural Monterey County, California, more than eight miles north of the City of Salinas within an unincorporated area that has been used as an active solid waste facility from 1934 to 2010. The project activity is located on a closed Class III landfill on a paved portion that is not visible from the highway or any residences in the area. These activities do not affect a scenic vista and will not displace any trees, outcroppings or buildings. The surrounding area is used for open cattle grazing, and low density residential. The operations are not visible from Highway 101 or to the residents of the City of Salinas.

Mitigation Measures: None.

<b>2. AGRICULTURE AND FOREST RESOURCES</b>				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:		YES: Potentially Significant Impact	NO: Less Than Significant with Mitigation	NO: Less Than Significant Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?			X
d)	Result in the loss of forest land or conversion of forest land to non-forest use?			X
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?			X

### Discussion and Conclusions

2. a-e. The proposed project site was previously utilized for a similar purpose, and is not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance by the Farmland Mapping and Monitoring Program (California Resources Agency 2012). The proposed project location is not zoned for agricultural forestland or timberland uses and would not result in the loss, control or conflict with any agricultural or timberland production or forest land uses. In the County of Monterey 2010 General Plan, the Land Use Plan reflects the project site as Public/Quasi Public.

Mitigation Measures: None.

<b>3. AIR QUALITY</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant with Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?				X

### Discussion and Conclusions

3a. The primary factors that determine air quality are the locations of air pollutant sources and the amount of pollutants emitted from those sources. Meteorological and topographical conditions are also important factors. Atmospheric conditions, such as wind speed, wind direction, and air temperature gradients interact with the physical features of the landscape to determine the movement and dispersal of air pollutants. Air quality is typically indicated by ambient concentrations of one or more of the following criteria pollutants: ozone, carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), lead, and particulate matter (PM), which consists of PM less than or equal to 10 microns (PM<sub>10</sub>) and PM less than or equal to 2.5 microns (PM<sub>2.5</sub>). The Monterey Bay Air Resources District (MBARD) is the regional government agency charged with regulating sources of air pollution in Monterey, Santa Cruz and San Benito counties. To meet planning requirements related to published standards, the Air Resources District developed a regional air quality plan, the *2012-2015 Air Quality Management Plan for the Monterey Bay Region* (AQMP).

The project is located in the North Central Coast Air Basin (NCCAB) within Monterey County. The NCCAB is in an area currently designated non-attainment for the state 8-hour ozone standard, and non-attainment for the state PM<sub>10</sub> standard. Consistency with air quality plans is determined by the project related effects to population growth. The proposed project would not generate population growth; therefore, would not conflict or impair the MBARD AQMP.

3b, c. The vehicle trips from the chip and grind operation are estimated to increase locally about 24 vehicles per operating day. However, there would be some offset of traffic as more local residents will use the project location for disposal services rather than drive to Salinas or Marina. The project location will provide public access to the disposal of organic materials in a location of Monterey County that currently has no local convenient drop off of yard and wood wastes. The project is near Prunedale, which is an unincorporated town with a population of over 17,000. While the area is served by curbside yard waste collection, this is a rural location with large parcels that tend to generate more material than can be handled by a curbside tote. Many of the residents stockpile their brush and clearing materials and burn them in the winter when allowed. If a resident did decide to self-haul these materials they are currently either being hauled to one of two transfer stations in Salinas, or taken to the Monterey Peninsula Landfill in Marina. Each of these options is at least an hour round trip and not convenient. This project will reduce the amount of open burning as well as a reduction in travel time and vehicle miles traveled for hauling materials, both of which will help reduce GHG. Additionally, bringing materials to this facility will ensure that they don't find their way to the landfill where they will degrade to produce methane which is a dominant greenhouse gas. The project will not result

in a cumulative increase in criteria pollutants that the area is in non-attainment nor violate any air quality standards or existing air quality violations.

3d. The Project would not generate any substantial pollutant concentrations. The closest sensitive receptor is a landowner near the project site at approximately 800 feet.

3e. This is solely a chip and grind operation with all ground materials being removed from the site or placed within a designated retail bunker no more than 7 days after grinding. This will prevent accumulation of materials allowing them to biodegrade thus generating odors.

Mitigation Measures: None.

<b>4. BIOLOGICAL RESOURCES</b>					
Would the project:		YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b)	Have a substantial adverse effect on any riparian, aquatic or wetland habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
g)	Result in conversion of oak woodlands that will have a significant effect on the environment?				X

#### Discussion and Conclusions

The project is located on an approximately 2.7-acre paved portion of the landfill property in an unincorporated portion of northern Monterey County, California located north of the city of Salinas. The existing pavement was constructed as part of the landfill closure project in 2010. The project location is near the entrance to the facility and is not located in the proximity of any biotic resources such as streams or wetlands. Since the landfill was closed using synthetic turf rather than soil, much of the area in the proximity of the organics project has not been suitable to biological resources.

4a-d. Both the 2002 Regional Solid Waste Facilities Project EIR (SCH – 2000021027) and the subsequent 2010 Crazy Horse Sanitary Landfill Closure Project Final Initial Study / Mitigated Negative Declaration (ISMD) (SCH-2009011062) examined the potential presence of sensitive or special species status species at the landfill location and found none. As such, there is no habitat in the proximity of the organics processing project and there are no plans for habitat modification with this project.

4e. As there are no anticipated modifications to any existing biological resources, are no conflicts with local policies or ordinances protecting biological resources.

4f. Project is not located within any habitat conservation plan, as noted in the Crazy Horse Landfill Closure Project Final Initial Study / Mitigated Negative Declaration.

4g. Project site is not in an oak woodland.

Mitigation Measures: None.

<b>5. CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?				X

### Discussion and Conclusions

Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHGs has been implicated as a driving force for Global Climate Change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the earth's climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere. Both natural processes and human activities emit GHGs.

5a. The project location will provide public access to the disposal of organic materials in a location of Monterey County that currently has no local convenient drop off of yard and wood wastes. The project is near Prunedale, which is an unincorporated town with a population of over 17,000. While the area is served by curbside yard waste collection, this is a rural location with large parcels that tend to generate more material than can be handled by a curbside tote. Many of the residents stockpile their brush and clearing materials and burn them in the winter when allowed. If a resident did decide to self-haul these materials they are currently either being hauled to one of two transfer stations in Salinas, or taken to the Monterey Peninsula Landfill in Marina. Each of these options is at least an hour round trip and not convenient. This project will reduce the amount of open burning as well as a reduction in travel time and vehicle miles traveled for hauling materials, both of which will help reduce GHG. Additionally, bringing materials to this facility will ensure that they don't find their way to the landfill where they will degrade to produce methane which is a dominant greenhouse gas.

The project would only marginally increase vehicle and truck traffic. According to the Monterey County

Department of Public Works Annual Average Daily Traffic 2017, Crazy Horse Canyon Road has 5,200 annual average daily trips and the proposed project is anticipated by the site operator to add up to 24 daily trips which is not a significant contribution to GHG.

5b. The project would have no effect on current climate change and greenhouse gas emission plans, as the introduction of food wastes to the composting operations will not result in any pertinent operational changes that would affect GHG emissions.

Mitigation Measures: None.

<b>6. CULTURAL RESOURCES</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

#### Discussion and Conclusions

6a-d. The archival research revealed that there are no recorded archaeological resources at the project location. In addition, field reconnaissance survey revealed no traces of prehistoric cultural resources at the site (2010 Crazy Horse ISMD) Therefore, the project would have no effect on cultural resources.

Mitigation Measures: None.

<b>7. GEOLOGY AND SOILS</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X

iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?				X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

### Discussion and Conclusions

7a. There are no known active faults underneath the project site. The nearest known fault (Zayante-Vergeles) is about one mile away. The San Andreas Fault is about 6 miles away. (SVSWA 2010). The location is not located in a fault zone as defined in the Division of Mines and Geology Special Publication 42.

7b. The project is located on a paved surface and at no time will any of the raw or processed material come into contact with topsoils. Additionally, the closed landfill is overlain with a synthetic cover including access roads and stormwater conveyance.

7c. The project is located on a paved portion of the closed landfill. The particular section that the pavement covers is a narrow fill of construction and demolition material and is very stable.

7d. The project is located on a paved portion of a closed landfill, and therefore is not located on expansive soils.

7e. There are no septic tanks located on the property. Sanitation is provided with portable facilities.

Mitigation Measures: None.

<b>8. HAZARDS AND HAZARDOUS MATERIALS</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

### Discussion and Conclusions

7a. The Project involves the managed operation of organic materials with no chemicals other than those contained in vehicles such as oil and fuel. No hazardous material would be stored on the project site.

7b-f. There are no hazardous materials stored at the site therefore there is no risk to create a public hazard or release of such materials. There are no schools nearby the site and it is not located within two miles of an area governed by an airport land use plan. The site is not listed on the Hazardous Wastes and Substances Site List (Cortese List).

7g-h. None of the project's proposed activities or proposed uses would impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The Project is located on paved surfaces surrounded by over 70 acres of closed landfill that is covered with a non-flammable synthetic surface which make it a low risk for wildland fires.

Mitigation Measures: None.

<b>9. HYDROLOGY AND WATER QUALITY</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Violate any water quality standards, conflict with water quality objectives, fail to meet waste discharge requirements, significantly degrade any surface water body or groundwater, or adversely affect the beneficial uses of such waters, including public uses and aquatic, wetland and riparian habitat?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site (i.e. within a watershed)?				X



d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff (e.g., due to increased impervious surfaces) in a manner which would result in flooding on- or off-site (i.e. within a watershed)?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems due to changes in runoff flow rates or volumes?				X
f) Result in a significant increase in pollutant discharges to receiving waters (marine, fresh, and/or wetlands) during or following construction (considering water quality parameters such as temperature, dissolved oxygen, turbidity, and typical stormwater pollutants such as heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash)?				X
g) Result in an increase in any pollutant for which a water body is listed as impaired under Section 303(d) of the Clean Water Act?				X
h) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
i) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
j) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
k) Inundation by seiche, tsunami, or mudflow?				X

### Discussion and Conclusions

9a. and f. The closed landfill is already subject to the General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit or IGP) (Order 2014-0057-DWQ) and this activity will be added to the Storm Water Pollution Prevention Plan (SWPPP). Included in this plan are Best Management Practices (BMP's) for preventing pollutants from effecting the storm water discharge. These BMP's include housekeeping, spill control, and filter socks to filter run-off. Per the IGP, the organics collection and grinding activity falls within the Standard Industrial Classification 2875, which will force additional sampling constituents of the storm water discharges. The added parameters are iron, nitrate as nitrogen, lead, zinc and phosphorus. Storm water discharge sample results will be compared to the Numeric Action Limits (NAL) to verify effectiveness of the BMP's. As such, the proposed action incorporates the BMPs and IGP requirements.

9b. The project location does not have a domestic groundwater supply well, nor will the project effect groundwater recharge in any way.

9c-e. All drainage conveyance and storage systems were engineered and constructed during site closure activities in 2012 and have been in place since then. No additional drainage facilities or increased runoff will result from this project.

9g. Pesante creek is the receiving water for the storm water discharge from this site and is listed as impaired under Section 303(d) of the Clean Water Act for several pollutants. The two pollutants that are on the 303(d) list and listed as required parameters under the IGP are nitrate-nitrogen and phosphorus. Adhering to the BMP's and testing storm water discharge will ensure that these pollutants don't increase in the receiving waters.

9h-k. The project is not within a 100-year flood zone, contribute additional storm or floodwaters in any fashion, or cause inundation by a seiche, tsunami, or mudflow.

Mitigation Measures: None.

<b>10. LAND USE AND PLANNING</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Physically divide an established community.				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

#### Discussion and Conclusions

10a. The project site is has been at the location for decades and will not divide an established community.

10b. The land use of the project site is governed by the North County Area Plan, which provides the General Plan goals and policies for this area of Monterey County and designates its General Plan Land Use categories. The project site, as well as the entire landfill area is zoned Public/Quasi public. The Project does not require a General Plan Amendment, rezoning approval, or change of land use. The project is compatible with and will not adversely affect surrounding uses.

10c. The project is not located within a habitat conservation plan. See Section 4 – Biological Resources

Mitigation Measures: None.

<b>11. MINERAL RESOURCES</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

#### Discussion and Conclusions

11a and b. There are no known mineral resources of value to the region and state within the project area.

Implementation of the project would not result in the loss of availability of a known mineral resource and would not result in the loss of availability of a locally important mineral resources recovery site.

Mitigation Measures: None.

<b>12. NOISE</b> Would the project result in:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

### Discussion and Conclusions

12 a-d. The project will utilize a diesel-powered grinder to reduce green and wood waste materials such as branches and lumber to smaller sizes to be used as compost feedstock, mulches and biomass feedstock. While the grinder and associated trommel screen can demonstrate elevated decibels and some vibrations in the immediate vicinity of the operation, this sound attenuates with distance. To gauge the effect of the grinder on surrounding receptors, and grinder and materials that would typically be processed at the facility were brought to the site in April 2018. The County of Monterey noise control ordinance for unincorporated areas prohibits the operation of equipment that exceeds 85 decibels at 50 feet therefrom. A sound meter was used to determine the effect of the grinder on sound levels over ambient levels (sound study is attached). As required by the ordinance, all sound evaluations were done at or outside the property boundary. 5 receptor locations in the surrounding residential areas were evaluated and, in all instances, there was no or negligible noise impacts from the grinder, and in no cases did the decibels measured exceed 60 and there were no vibrations detected. The area has low density residential and grazing as surrounding land use, with the current major sound contributors being tractor trailers from the nearby aggregate and construction businesses. There are no schools, hospitals or other large sensitive receptors within the project vicinity. Site workers will use appropriate personal protection equipment relative to any noise exposure.

12e, f. There are no airports or private airstrips near the project.

Mitigation Measures: None.

<b>13. POPULATION AND HOUSING</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

#### Discussion and Conclusions

13a-c. The proposed project would not affect population and housing to an extent greater than existing operations, which is no impact. The project is in a rural, agricultural area with minimum residential units.

Mitigation Measures: None.

<b>14. PUBLIC SERVICES</b> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Fire protection?				X
b) Police protection?				X
c) Schools?				X
d) Parks?				X
e) Other public facilities?				X

#### Discussion and Conclusions

14 a-e. The proposed project will not cause a need for additional public services in addition to what is already in place.

Mitigation Measures: None.

<b>15. RECREATION</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

#### Discussion and Conclusions

15a-b. The proposed project is on the site of a closed landfill and would have no impact on recreational services provided by the County of Monterey.

Mitigation Measures: None.

<b>16. TRANSPORTATION AND TRAFFIC</b> Would the project:	YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				X
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

#### Discussion and Conclusions

16 a-f. The project would only marginally increase vehicle and truck trips over current activity. According to the Monterey County Department of Public Works Annual Average Daily Traffic 2017, Crazy Horse

Canyon Road has 5,200 annual average daily trips and the proposed project is anticipated by the site operator to add up to 24 daily trips which is not a significant contribution to traffic.

Currently, the Sun Street Transfer Station averages about 64 trips per day combined wood waste and yard waste, and the Madison Lane Transfer Station averages less than one. Of these 65 daily trips, it can be presumed that perhaps 15% are originating in the Prunedale area, so while the traffic on Crazy Horse Canyon Drive will be marginally increased, there will be a corresponding decrease in traffic on Hwy 101 and Salinas city streets.

The project will not conflict with any current traffic or congestion plans, change air traffic patterns, change any road design features, restrict emergency access, or have any effect of public or pedestrian transit facilities.

Mitigation Measure: None.

<b>17. UTILITIES AND SERVICE SYSTEMS</b>					
Would the project:		YES: Potentially Significant Impact	NO: Less Than Significant With Mitigation	NO: Less Than Significant Impact	NO: No Impact
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g)	Comply with federal, state, and local statutes and regulations related to solid waste?				X

### Discussion and Conclusions

17 a-g. The proposed project site is not served city water or sewer system. The sanitary needs will be accomplished through portable facilities, and while there will be water available in existing storage tanks for dust control and fire suppression, potable water will be provided via a bottled water service. Non-potable water is delivered to the site by a local vendor by water truck. There will be no net increase in storm water discharge, so no new facilities will need to be constructed. Solid waste needs will be managed by dumpster service.

18. MANDATORY FINDINGS OF SIGNIFICANCE	YES: Potentially Significant	NO: Less Than	NO: Less Than	NO: No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

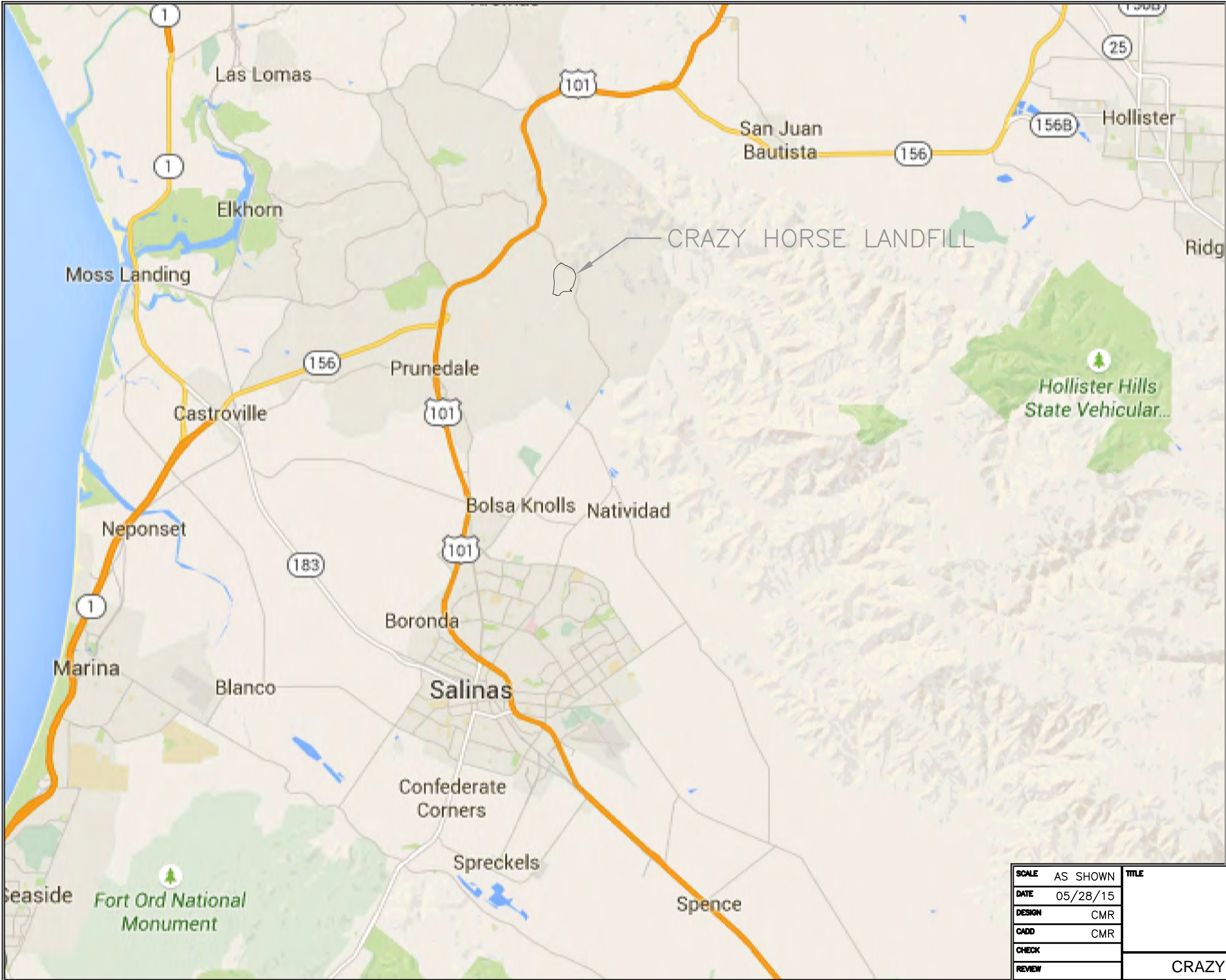
### Discussion and Conclusions

18a and c: The project is located on an existing asphalt paved surface at a closed landfill that is cover with a synthetic membrane, and as such is not a suitable habitat for plant or animal species. It is not anticipated that the project would cause any populations to drop below self-sustaining levels. The environmental effects of this project will not have substantial adverse effects on human beings. This project will not eliminate important examples of California history or prehistory.

18b. The cumulative impacts of transitioning a closed landfill site to an organics collection operation to a compost facility are anticipated to have no impact. This location was the site of this exact activity form many years prior to the landfill closure. The siting of the proposed project on a permitted sanitary landfill ensures the facility will be visited on a regular basis by Authority personnel, as well as state regulatory agency representatives.

Mitigation Measure: None.





LEGEND

PROPERTY BOUNDARY

NOTES

1. MAP SOURCE, GOOGLE MAPS





# **CRAZY HORSE LANDFILL WOODWASTE PROCESSING SOUND STUDY**

Purpose: To determine the sound impact of grinding wood and green waste with a Vermeer HG 6000 horizontal grinder at the closed Crazy Horse Landfill

Date: April 25, 26 2018

Weather – Clear

Methodology – Test sensitive receptor locations on April 25 with no grinding and then test the same locations on April 26 with the grinding operation in effect. Testing was approximately the same time each day, between 10:00 and 11:00 AM. Decibels were measured with an Extech Sound Level Meter model 407732.

Sensitive Receptors Chosen (See Map) and Results:

Location 1 – Wild Horse Road – 2900 ft northwest of grinding location. Site chosen due to proximity of residential receptors.

Result without grinding: 53.3 dB

Result while grinding: 59.2 dB

Location 2 – Landfill Entrance on Crazy Horse Road – 600 ft northeast of grinding location. Site chosen due to proximity of road traffic.

Results without grinding: 85.7 dB (Heavy truck traffic caused peak reading)

Results while grinding: 50.7 dB

Location 3 – Landfill Sedimentation Basin – 2100 ft southwest of the grinding location. Site chosen due to proximity to residences on Wild Horse Road.

Results without grinding: 42.5 dB

Results while grinding: 43.8 dB

Location 4 – 378 Chapin Road - 1400 ft due south of grinding location. Site chosen due to proximity to residences and low elevation relative to grinding elevation

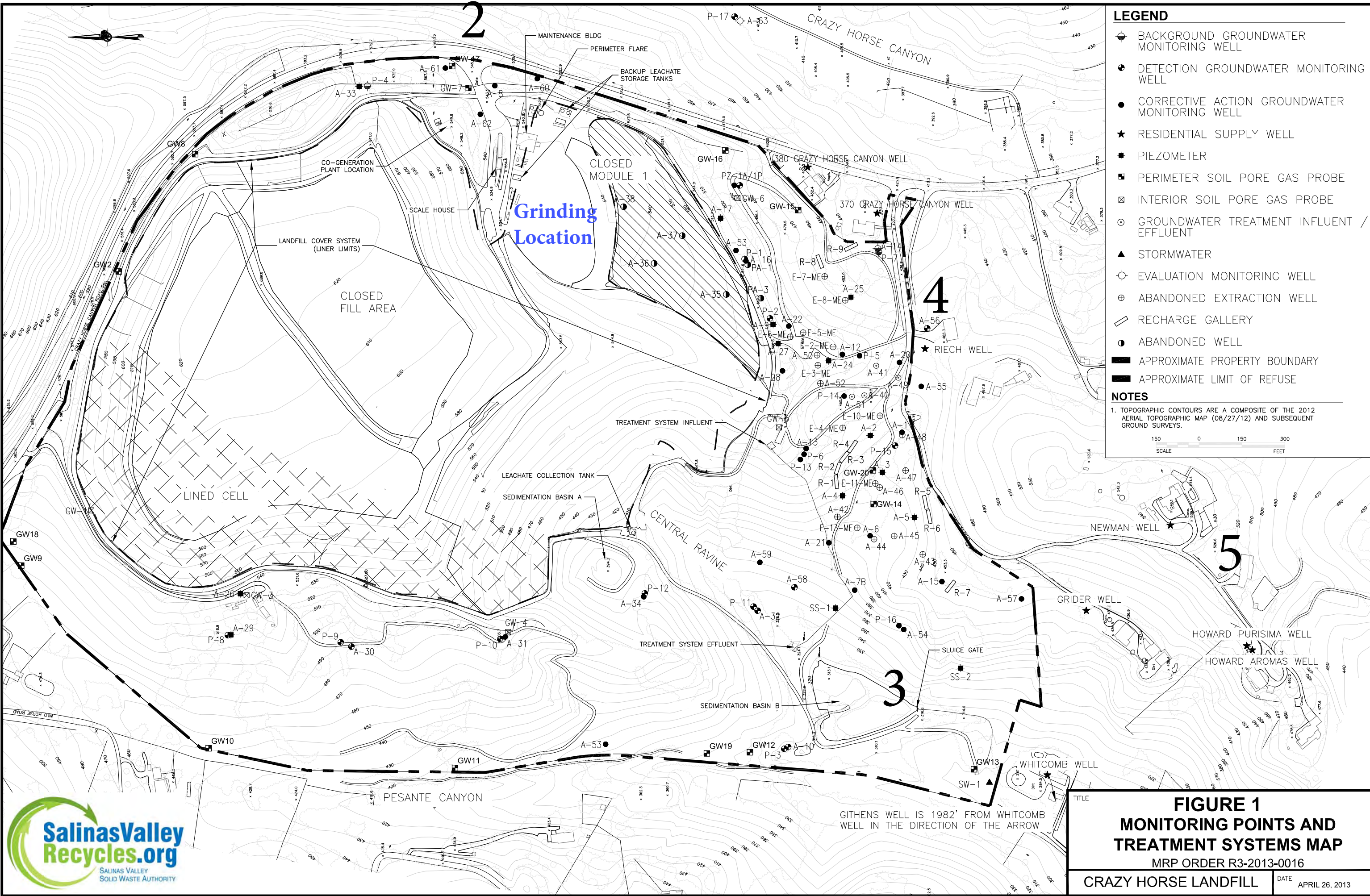
Results without grinding: 41.4 dB

Results while grinding: 42.8 dB


Location 5 – 390 Chapin Road – 2700 ft southwest of grinding location. Site chosen due to proximity to residences and elevated location.

Results without grinding: 46.0 dB

Results while grinding: 38.4 dB



**FIGURE 1**  
**MONITORING POINTS AND**  
**TREATMENT SYSTEMS MAP**  
MRP ORDER R3-2013-0016  
**CRAZY HORSE LANDFILL** DATE APRIL 26, 2013

 <p>Report to the Board of Directors</p>		ITEM NO. 13
		<div>N/A</div> <div>Finance and Administration Manager/Controller-Treasurer</div>
		<div>N/A</div> <div>General Counsel</div>
Date:	January 24, 2019	<div>N/A</div> <div>General Manager/CAO</div>
From:	Monica Ambriz, Human Resources Supervisor	
Title:	2018 Employee Survey Results	

A PRESENTATION WILL BE GIVEN  
AT THE MEETING

Attachment:     Compilation of 2018 Employee Survey Results

JOB SATISFACTION			
1.	Do you know your job is important to the Authority?	Yes	No
		39	3
2.	Are you challenged in your position?	Yes	No
		39	1
<b>Comments:</b> <ul style="list-style-type: none"><li>We face a number of challenges on a daily basis. Running at minimal levels makes our jobs even more of a challenge.</li><li>Moderately challenging</li></ul>			
3.	Do you like your job?	Yes	No
		42	0
<b>Comments:</b> <ul style="list-style-type: none"><li>I enjoy the day to day challenges and accomplishments of the team.</li><li>I love the trust and freedom that management gives employees to do their jobs.</li><li>YES</li><li>I love it!</li><li>My job is very important to me and my entire family</li><li>I am concerned about the situation on Sun St. and how it can possibly effect my employment</li><li>I have always loved my job and take a lot of pride in what I do for our company and still consider it as a career.</li><li>I love my job.</li><li>I feel my job is very helpful for the environment</li><li>I'm ecstatic knowing I may lose my job and won't be able to support my family</li><li>I'm still employed</li></ul>			
4.	How do you feel about your job:		
a)	Best thing?		
<b>Comments:</b> <ul style="list-style-type: none"><li>Staff and ownership demonstrated by staff.</li><li>Love the trust and freedom to do my job. Community interaction!</li><li>Supporting the different departments keeps the job interesting, continuous learning!</li><li>I love my job</li><li>The flexible hours. Great coworkers.</li><li>Time flexibility</li><li>Great benefits!</li><li>The balance between attention to detail and flexibility for quality results.</li><li>The people I work with and for.</li><li>Day in and day out challenges</li><li>Great people to work with</li><li>Continuously learning new skills</li><li>Providing for my family</li><li>I enjoy every aspect of my job</li><li>I feel my job is very important to the public and keeping environment clean</li><li>I love operating heavy equipment</li><li>I feel good</li><li>My experience is valued</li><li>Challenges</li></ul>			



## Compilation of 2018 Employee Surveys

All (42)

- Everything
- I make a difference for the environment
- Benefits
- Like knowing I am helping make a difference in our community and our world.
- Working with public
- Working with the customers and educating them on all aspects of recycling, trash and environmental protection
- Supporting the different departments keeps the job interesting, continuous learning!
- I feel really good about my job. Coming to work every day is the best thing.
- I feel very good by helping people. Keep the world clean and safe for the future.
- No stress on the job
- I am currently supporting my family.
- Great work place environment
- Cash out, benefits
- Well we don't know if we are going to have a job with some changes that are going to happen.

### b) What is the worst thing about your job?

#### Comments:

- Not having all member agencies be committed to agency and the process
- Uncertainty about the future especially with the City of Salinas contemplating withdrawal.
- The City deciding to withdraw from the Authority
- It's only part time
- Heavy lifting of certain items
- None
- Dependence on others to have optimal effectiveness.
- The political decisions and influence on our agency from member agencies.
- Pie Tuesdays are not frequent enough
- Board Members ruining everything
- Short staffing
- Losing my job
- Doing the same thing all the time
- The worst thing is, I feel my job is threatened at the moment
- Working during winter
- Unforeseen or unexpected changes
- Low pay – Diversion 1 & 2
- Having the feeling of possibly closing down due to poor judgement on the council members end!
- Angry customers
- The continued back and forth with our board's decision process. Over 10 years now of trying to find a home with countless restarts on projects. It is evident to me that all of it is controlled by political motivation and has nothing to do with what is right for the public we work for.
- The city deciding to withdraw from the Authority
- Coming to work not knowing if this place will be here tomorrow is hard on us.
- That we might be closing down. Where will the community go?
- Feel sad if doors close
- Some board members streamlining decision making process based off opinion and not facts for political gain and personal interest.
- Job security
- Working in rain

## Compilation of 2018 Employee Surveys

All (42)

- I have a lot on my plate. Some days are just overwhelming, but we manage to handle whatever comes along out way.

### 5. How do you feel about your workload? Why?

#### Comments:

- Challenged. Our staff does a great job, but are often challenged by the increase in customers and the demand placed on all. Top this off with threats of withdrawal, not a good mix.
- Well balanced.
- Sometimes it's a lot and too much to handle. But its better than not having anything to do.
- My workload is balanced, it keeps me challenged.
- A lot of work, overwhelming at times
- My workload over the past 4 years have been a little hectic but since the hiring of new employees to the Finistration Department it has become less stressful. They have been such a great help. Always willing to help.
- It can be slow at times. I need more responsibilities to create more workload.
- It is perfectly distributed and I feel that I can ask for help if I need it.
- Busy
- The constant shift in priorities can be stressful but with good leadership and workflow balance, deadlines are met and tasks get done.
- I feel that my workload is manageable; it does fluctuate depending on the projects but overall its manageable.
- Love it. Keeps me busy!
- Good
- Very busy but manageable
- Very busy but satisfied
- With the change in tonnage, sometimes it gets a little hectic
- I feel the Authority is slightly under staffed at the moment
- I feel sometimes they want too much out of one person and the amount of time they want it done
- Overwhelmed, not enough Diversions
- OK
- Manageable/team works well together
- Work load is workable, being flexible is the key
- Too much! Need workers
- Reasonable
- I enjoy it because every day is something different.
- It's always heavy but I manage the best I can. My position requires more office work but can't seem to find more time. Always working.
- My work load is good. There are times that it can become hectic but everyone I work with is there to help when needed. It is also great having a diverse team with knowledge in so many different aspects who can point you in the right direction.
- My work load is ok. I will always have a big load of work due to my position. I say bring it on. It keeps me real busy. It's a good thing, makes time go by fast.
- I feel good about my workload, because it keeps me busy and I enjoy making a difference.
- I feel satisfied and keeps me busy
- I don't know if I'm coming or going.
- It's challenging at this time due to weather conditions
- Heavy, every year we do more work

# Compilation of 2018 Employee Surveys

All (42)

MORALE												
6.	How would you rate your morale right now?	Rating:	1	2	3	4	5	6	7	8	9	10
		Responses:	8	3	2	3	6	2	3	5	5	5
		Average: 5.5										
7.	Has your morale improved or declined recently? Why?											
	Improved:	6										
	Declined:	26										
	Stayed the same:	8										
<p><b>Comments:</b></p> <ul style="list-style-type: none"> <li>The city administration and directors don't appear to be committed to anything and turn things into long, drawn out processes. They don't trust or allow us to become an established operation and at times appears they want everyone to fail. We know we have a lot of board members who care, but a few here with personal agendas and not the region in mind.</li> <li>Overall love this job. The situation with Salinas is a black cloud over the entire agency.</li> <li>Uncertain of the future as it relates to my job at the Authority</li> <li>This is a great agency to work for, but the uncertainty of our jobs being in jeopardy is killing our morale.</li> <li>Really, it fluctuated. Seeing how great this position is and knowing it is just temporary hinders my morale from improving.</li> <li>It has declined because we have board members that don't support our agency. They support today and tomorrow they change their minds. They don't care about their people.</li> <li>Certain City of Salinas members have made public comments that are appalling and offensive. How can they say that this agency doesn't get things done, when this agency has gone down the path based on their direction? These individuals have VOTED to direct this agency in the path that is going, and then they turn around and say they are frustrated with where it is, and then they blame others, and call the process frustrating and pathetic. On that I can agree, its frustrating. It's like blaming my driver for taking too long when I'm the one changing directions on where to go and how to get there, and I'm not really listening to what he has to say. Then I tell everyone about how pathetic and frustrating the driver is. Sad. This is a government agency. Government agencies go where their Boards take them. If you don't like the strategic plan, don't vote in favor of it. If you don't like an MOU or contract, don't vote in favor of it. It just looks bad. Frustrating? Yes.</li> <li>The current situation with the City of Salinas's notice of withdrawal from the agency is a significant source in the decline in my morale. The uncertainty of my job and my staff's jobs is a major source of stress on me as well as my family.</li> <li>City of Salinas</li> <li>Board Members backroom deals</li> <li>Uncertainty about agency's future</li> <li>Communicating is very important</li> <li>Don't know if I will have a job in 2019</li> <li>I feel my morale has improved because I value my job and continue to learn and better my work</li> <li>We don't know if we're going to have a job down the line</li> <li>Everything to do with Salinas</li> <li>I might lose my job</li> <li>Uncertainty of Sun Street</li> <li>Because our City of Salinas Board Members are trying to shut us down, but yet like using our facility at their convenience!! And for free!!</li> <li>My moral decreased because the actions of the city of Salinas. Over the past several years it feels that they have been no helpful in our goal of relocating Sun St. Also, I am frustrated with some of our board members who do not seem to read or understand the reports provided to them. The continue make public comments to the news and</li> </ul>												



# Compilation of 2018 Employee Surveys

All (42)

on their respective council that do not match or acutely represent the SVR board. They also make no attempt to correct the misrepresentation that Sun St is a dump in the middle of Salinas.

- Because I like my work
- The City has vowed to shut down Sun Street Transfer
- Not knowing if we will have a job next year.
- Everyone don't even know where they stand right now.

8.	How would you rate morale in your department in general?	Rating:	1	2	3	4	5	6	7	8	9	10
		Responses:	8	2	2	2	4	2	4	8	5	4
		Average: 5.7										

9.	How can moral be improved:
----	----------------------------

a)	Your personal morale?
----	-----------------------

- I believe our staff has done an outstanding job doing what is asked of them and meeting the increasing demand of all facilities. If the agency directors could allow us to work and not continue to threaten withdrawal or shutdown, it would allow us to work through issues and ensure our operations meet all mandates in the most economical way possible without duplicating operations as some may claim.
- Nothing I can think of.
- Always room for improvement
- More responsibilities, more hours
- Nothing.
- Need a permanent facility
- Re-establishing trust & open communication so that Board members can make an informed decision.
- Can't
- Just want to know if I'll have a job in the future.
- Personal morale good, appreciate strong leadership
- By having a job to provide for myself and family
- Occasional changes in job duties
- OK
- I feel my morale can improve by ensuring my job is safe
- Money makes everything different
- OK
- OK
- I'm ok
- More employees
- Job security?
- Have a clearer understanding on why the City Council wants to shut our facility down when we do so much for our public and do so much to help our community out.
- Recognition of job well done
- By feeling valued and respected by our board of directors. It would be nice if they would stand up for us when they speak with their council. We follow their lead and do what they want but then they change their tune when they are in front of others or on camera
- I am perfectly content
- With good news on the daily
- Keeping my job
- To have a job.
- Guarantee a job for years to come
- Keeping my job

## Compilation of 2018 Employee Surveys

All (42)

<b>b)</b>	<b>Morale in your department?</b>
	<ul style="list-style-type: none"> <li>• Stop threatening withdrawal or shutdown of well-run operation. Employees work hard to provide good service and those efforts are represented by the increase of customers year over year. Let us provide the services we were tasked with, without changing the course on a regular basis.</li> <li>• Support from our board members for all the services we provide.</li> <li>• Over all in the dept is good</li> <li>• Always room for improvement</li> <li>• The news about Salinas withdrawing decreased morale. More office food?</li> <li>• More communication, more frequently.</li> <li>• Permanent facility</li> <li>• Establishing a plan so that staff doesn't lose their jobs.</li> <li>• Can't</li> <li>• Just want to know if I'll have a job in the future</li> <li>• Better communication between team members</li> <li>• Very high</li> <li>• No change needed at the moment</li> <li>• Great!</li> <li>• I feel my department morale will increase with a pay raise</li> <li>• Money</li> <li>• OK</li> <li>• OK</li> <li>• Not so good</li> <li>• More employees</li> <li>• Job security, high pay for Division 1 &amp; 2</li> <li>• Want answers on having our jobs in the near future or not!</li> <li>• Its fine</li> <li>• By knowing what is the plan for our jobs and allowing us to continue providing a service to our rate payers.</li> <li>• Over all in the dept is good</li> <li>• As long as there's work, morale in the department it goes up</li> <li>• By having job security in the future</li> <li>• Low, City trying to take our jobs</li> <li>• Some employees need to take their jobs more seriously.</li> </ul>
<b>c)</b>	<b>Morale at the Authority in general?</b>
	<ul style="list-style-type: none"> <li>• It feels that we always compared to other agencies and no one acknowledges the fiscal responsibility the agency has worked hard to establish and maintain year over year. The city's recent actions are not something you expect to see. Allow us to move forward and establish the new operations mandated by the state at a cost-effective rate to our rate payers and not massage the numbers to make us the reason for your desire forced changes.</li> <li>• A future plan/model of what we will be without Salinas and what would look like in terms of jobs and location.</li> <li>• Unknown at the moment, until we receive more information</li> <li>• Great</li> <li>• Have Salinas not withdraw from SVSWA and move on to Phase 2 with the transfer station</li> <li>• Nothing</li> <li>• Permanent facility</li> <li>• Establishing a plan so that staff doesn't lose their jobs</li> <li>• More pie</li> <li>• Just want to know if I'll have a job in the future</li> </ul>

## Compilation of 2018 Employee Surveys

All (42)

- Decision on what is to come for agency's future
- I can only speak for myself at JRTS
- No change needed
- OK
- Job security
- Money
- Down
- OK
- OK
- Down
- Job Security
- Have a clearer understanding on why the City Council wants to shut our facility down when we do so much for our public and do so much to help our community out.
- Also fine in my view
- I don't know. I feel Moral is down over all because some board members publicly trash our representation and then come to us like you're doing a great job.
- Unknown at the moment, until we receive more information
- More work, more morale. More morale, more work.
- By having job security in the future
- I think its still low. City is trying to take our jobs.
- Only time will tell.

### OUR ORGANIZATION

10.	Do you know the Mission, Vision and Goals of the Authority?	Yes	No
		38	2
11.	Do you feel your supervisor does a good job with leadership?	Yes	No
		38	2

#### Comments:

- Yes, he has done the best he could with what he is given and the curve balls thrown our way by the political side of the business.
- Makes an open and welcoming environment for all voices to be heard.
- Excellent
- My supervisor knows her job. She is a great leader.
- Appreciate open communications and availability to help me understand new job duties
- They are fair and hold us to a high standard to make us better public servants and people overall.

12.	Do you feel the General Manager does a good job with leadership?	Yes	No
		33	6

#### Comments:

- Well rounded and verse GM. A leader needs some qualities that make him well rounded for a position. He understands all aspects of the business from finance, to operations, to regulations.
- 100% feel that Patrick has employee's best interest at heard and supports employees.
- He cares about his employees not just himself!

## Compilation of 2018 Employee Surveys

All (42)

<ul style="list-style-type: none"> <li>Patrick is the best! He does an amazing job leading the Authority. At least he cares compared to SOME board members.</li> <li>Patrick is awesome!!! How he deals with some of the board members.</li> <li>Always honest and upfront with information. Keeps staff informed as much as possible.</li> <li>He is a smart compassionate person who truly cares for staff, the environment and the public we serve. He is and open book who will speak the truth whenever he can no matter what it is.</li> </ul>			
13.	Do you feel informed about things that are important to you?	Yes	No
		33	7
<b>Comments:</b> <ul style="list-style-type: none"> <li>YES</li> <li>City of Salinas staff and Board run a separate agenda and do backroom deals.</li> </ul>			
14.	How can communication be improved?		
<ul style="list-style-type: none"> <li>I think our internal communication is good. I believe the political agendas are what cause havoc.</li> <li>Training, training and training. I feel Operations staff could use training on communication as well. They deal with customers on a daily basis. Training can help deal.</li> <li>Nothing</li> <li>I think the Authority does a great job of communicating to employees all the ins and outs of the Authority.</li> <li>Its frustrating that Salinas Mayor did not allow Authority staff to answer questions during a public meeting. A missed opportunity for much needed communication. The City could respond to emails maybe? Just a suggestion.</li> <li>Implementing an electronic notification system for regular and on-going communication for all staff (including Ops staff); e.g.: Email/access to email or text alerts.</li> <li>Pretty good now</li> <li>Having City of Salinas staff Board not run a separate agenda because other cities don't agree with them.</li> <li>Communication is good, keep open door policy so staff feels comfortable asking questions</li> <li>By making sure all important matters are stressed</li> <li>No change</li> <li>Let us know before public</li> <li>I feel communication can improve by passing information continuously instead of putting it off for another time</li> <li>Have a computer that all employees can use</li> <li>Company communicates well with employees</li> <li>Need more interaction from management. Employees need to hear good news from the top. Positive news. Plans of attack.</li> <li>Its fine</li> <li>I feel it is fine at the moment. I think Jolon Road could benefit from some form of digital communication since they are so far away.</li> <li>No need to be improved, love the candid and transparent open communication</li> <li>There's always room for improvement in communication. Talking about it more on the daily.</li> <li>Doing good. Don't needs improvement at this time.</li> <li>It doesn't matter. Management won't listen.</li> <li>Let us know what's really going on behind closed doors.</li> </ul>			
15.	How do you feel about coworker relations and teamwork:		
a)	At the Authority?		
<ul style="list-style-type: none"> <li>They are very good, like any where else, we are not perfect but work towards a common goal.</li> <li>Good</li> <li>Good</li> <li>Good teamwork as a whole to get the job done</li> </ul>			

## Compilation of 2018 Employee Surveys

All (42)

- Everyone is welcoming
- Very friendly
- Great
- Always ready to provide excellent service to the public.
- It still feels like there is a divide between operations staff and admin staff ("us vs. them")
- Excellent
- Good
- Excellent
- Very high at JRTS, other sites I do not know
- We get along fine
- Good
- I feel we have a great team
- Good
- OK
- Good
- Have a great team. The team is not the problem.
- Good
- Good
- Questionable
- Great! Best place to work for. Considered a family!
- Everyone helps each other
- Great! everyone helps when they can.
- I think they are great
- Its all good
- Good
- Great
- Doesn't exist
- Great
- Good
- We all work well together & respect one another

### b) In your department?

- Staff has had a rough couple of years dealing with outside politics that place a mental strain on people. They do a great job performing day to day task
- Good
- Good
- Good
- Good bunch of people
- Open
- Great
- Cooperative and committed to the agency mission and vision.
- I feel that co-worker relations and teamwork in our department is working very well.
- Fabulous
- Good
- Good
- Very high
- We work well
- Great!

## Compilation of 2018 Employee Surveys

All (42)

- I feel my department team is a tight one, I am very content
- Fair
- OK
- Good
- Good team work between employees
- Not good
- Good
- Good
- Great!
- As long as everyone respects each other it's fine
- I think they are great
- Everyone gets along and works real hard
- Good
- Awesome
- Good relationship
- Great
- Good
- There is always one who don't appreciate what you do. Always complaining.

### c) Between managers?

- Managers work well
- Good
- Good
- It seems like they get along
- Open
- Great
- The role of an administrative manager is missed
- I feel that the managers work well together as a team
- Wonderful
- Good
- Good
- Don't know
- He constantly communicates with all of us
- OK
- Management is very vigilant
- Alright
- Good
- Work with management is ok
- ?
- Good
- Great, always there for you when you need to talk or just to vent.
- Seems to be okay
- The managers work well together
- I think they are great
- Its good
- Good

## Compilation of 2018 Employee Surveys

All (42)

<ul style="list-style-type: none"><li>• Good</li><li>• Doesn't exist</li><li>• Great</li><li>• Good</li><li>• They have a stressful job.</li></ul>			
16.	Do you feel respected at work? If no, please explain.	Yes	No
		34	4
<b>Comments:</b> <ul style="list-style-type: none"><li>• City of Salinas/Board don't care about SVSWA</li><li>• I feel we don't get recognition for what we do</li><li>• Low pay for Diversion workers</li><li>• But not listened to at times.</li><li>• Yes and no, some customers have no respect</li><li>• Confidentiality does not exist, with both supervisors</li></ul>			
17.	What two recommendations would you make to management to make the organization more efficient and/or improve morale?		
<ul style="list-style-type: none"><li>• We are as efficient as can be but need more help in operations. Morale is down due to outside political agendas or ideas being moved forward by others such as consultants and administrators.</li><li>• Have a plan for the future that doesn't include Salinas and gives employees hope and excitement for the future instead of dread. Encourage board members to shadow staff, meet with staff or somehow get involved more to understand the agency they govern. It is very clear some Board members don't truly understand what the functions of the agency are.</li><li>• Nothing comes to mind at the moment</li><li>• None</li><li>• Build a permanent facility in Salinas. Build a big composting facility.</li><li>• I believe morale at the Authority has significantly declined over the past year with the discussion about the closure of Sun St but even more so over the past few weeks due to the City's withdrawal notice. It's more important than ever to make sure staff are informed of what is happening (or not happening). It might be helpful to convene an all-staff meeting (after hours) to discuss/address/answer questions from staff and get their input and feedback.</li><li>• Settle the dang Sun Street drama</li><li>• We made millions in revenue last FY, but City of Salinas still wants to pull out of agency. Be less transparent, that seems to be the way of City of Salinas.</li><li>• Keep us informed and be available for questions</li><li>• By standing up to the plate when fighting for our job</li><li>• More employees</li><li>• Be more interested in what employees say</li><li>• I feel we would be more efficient if we got a pay raise and ensure that our jobs are not on the line</li><li>• Get people that want to work &amp; pay a little better</li><li>• More recycling. We as a crew don't recycle enough. Ground crew needs to be increased for more productivity.</li><li>• Higher pay for Diversion Workers</li><li>• Management is doing their best and can't recommend anything being that they can't give us answers because of the City of Salinas Board can't give them a straight answer! Too much closed door discussions and not enough open door talk from the Boards in.</li><li>• Be open with all goings on in the company, I mean everything.</li></ul>			

# Compilation of 2018 Employee Surveys

All (42)

- I'm fairly new to the Authority, can't make much of a recommendation
- I don't have an idea for this at the moment
- Tell your employees how good they're doing more often
- It doesn't matter, you don't listen.
- Save as much jobs as they can for all our hard workers. Its going to be a big challenge to improve morale this time around.

## ENGAGEMENT

18.	Senior Management is sincerely interested in my well-being?	Yes	No
		33	5
<ul style="list-style-type: none"><li>Patrick definitely cares.</li><li>I am grateful our senior management is fight on our behalf</li><li>We are all numbers here at work, everyone is replaceable</li><li>Doesn't seem like it from what I've experienced for the past two years.</li><li>GM works hard for us.</li></ul>			
19.	My skills or capabilities improved this last year?	Yes	No
		38	0
<ul style="list-style-type: none"><li>Staff takes on new task all the time and adapt. They develop skills.</li><li>I was able to complete 2 certification trainings this past year that helped expand my skill set.</li><li>Doesn't apply, fairly new to the Authority</li><li>I will always improve</li></ul>			
20.	I respect the Authority's reputation for social responsibilities?	Yes	No
		36	2
<ul style="list-style-type: none"><li>We do a great job with what we have and the customers love us for it.</li></ul>			
21.	I have input into the decision- making process in my department?	Yes	No
		32	6
<ul style="list-style-type: none"><li>But do they listen...I don't know</li><li>Yes I do put input into the decision making process because I feel it is important to do so. When I make a decision here at the landfill, I get feedback from the crew before making a decision on where we are going. It is going to affect the crew on how they are going to move to adapt to a new move and now will have to adjust.</li><li>My supervisor always asks my opinion about a change or process change.</li><li>Everyone's opinion is always good for our department</li></ul>			
22.	The Authority quickly resolves customer concerns?	Yes	No
		34	4
<ul style="list-style-type: none"><li>Well for the most part yes. There are other concerns the Authority can't resolve immediately.</li><li>Real quick</li></ul>			



## Compilation of 2018 Employee Surveys

All (42)

23.	<b>What opportunities do you see for growth and development within the organization?</b>
	<ul style="list-style-type: none"> <li>• None at this time. Staff is always invited to apply for internal recruitment.</li> <li>• For the organization, I do see that Resource Recovery does have potential for growth. It seems like the marketing and outreach needs more help in their efforts to get the word out.</li> <li>• More customer engagement with the Authority.</li> <li>• Not sure at this point.</li> <li>• Lots – evolving challenges</li> <li>• More training will help me take on additional job duties to help department become more efficient</li> <li>• As long as the SVSWA staying in business, the sky is the limit</li> <li>• There is only one step for me to climb</li> <li>• I like to challenge my work and want to exceed my potential so I plan to move up the corporate ladder</li> <li>• For me I would like to see more Operating positions open</li> <li>• I feel there has been a lot of talk but with little action. For instance, sheetrock. We spent time to separate and bin it. Still here. Its tying up line. Wasting manpower to separate load and store. It all sounds good, but without a market it doesn't make any sense.</li> <li>• Hopefully better pay for Diversion Workers</li> <li>• Tough to answer when we don't know if we will have this job soon.</li> <li>• Not much</li> <li>• Many opportunities for growth as long as we keep working here. With our thing we work on it, keep it developing for everyone.</li> <li>• As of right now, I don't see any opportunities with the company closing</li> <li>• Yes, I see myself as a supervisor in the future</li> <li>• Absolutely none because the City is shutting us down</li> <li>• Well that's bad timing right now</li> </ul>

### COMPENSATION AND BENEFITS

24.	<b>What do you like best about the benefits offered?</b>
a)	<b>Most beneficial?</b>
	<ul style="list-style-type: none"> <li>• Community service, allows me to interact with the youth in our community and help raise funds.</li> <li>• Flex leave, flexible schedules, pay</li> <li>• Training opportunities</li> <li>• Flexible work schedule</li> <li>• Health benefits</li> <li>• Health/Medical benefits</li> <li>• Health care</li> <li>• PTO</li> <li>• Medical, PTO</li> <li>• Medical Health Care</li> <li>• The amount of PTO and Holidays</li> <li>• Health benefits</li> <li>• I feel well taken care of</li> <li>• Our benefits</li> <li>• OK</li> <li>• Medical insurance &amp; pension</li> <li>• Good</li> <li>• Medical, Retirement</li> </ul>

## Compilation of 2018 Employee Surveys

All (42)

	<ul style="list-style-type: none"> <li>• Health benefits</li> <li>• FSA</li> <li>• All of them and they are available to me</li> <li>• The benefits are fantastic</li> <li>• Its good for my family</li> <li>• Medical, a change to grow in the company</li> <li>• Great health insurance for family</li> <li>• 90% coverage</li> <li>• Cash out</li> <li>• Cash out</li> </ul>
b)	<p><b>Least beneficial?</b></p> <ul style="list-style-type: none"> <li>• I think all benefits are valuable at one time or another, thank you.</li> <li>• Overworked-need more staff</li> <li>• None</li> <li>• Cost sharing</li> <li>• All the benefits are beneficial</li> <li>• Having to worry every year if I'll have a job</li> <li>• Don't know</li> <li>• Dental</li> <li>• My pay</li> <li>• OK</li> <li>• AFLAC</li> <li>• Enjoy all benefits</li> <li>• No comment</li> <li>• None. Each benefit is needed and well deserved.</li> <li>• None</li> <li>• N/A</li> <li>• None</li> <li>• None</li> <li>• Vision</li> <li>• We are going to have to pay almost double the money for a doctor visit.</li> </ul>
25.	<p><b>Other comments:</b></p> <ul style="list-style-type: none"> <li>• This agency has become along way from 1997. It has become self-sustaining and cost efficient. The City of Salinas actions are not appropriate, especially since this agency was created to manage much of its liabilities and the transfer station constructed to assist their hauler. Leaving the agency holding these liabilities and assets in limbo is unethical and creates a burden to all other residents of the Salinas Valley. This is a great agency that has had great political support from many over the past 22 years, its too bad that a few feel otherwise. The agency has been successful, although it started in the negative, the facilities are in good shape and operations running efficiently, resulting in a cost control operation and minimizing impacts to the Salinas Valley rate payers while dealing with all state mandates and regulations.</li> <li>• Keep up the great work you're doing for the community and environment Salinas Valley Solid Waste Authority</li> <li>• Love working here!</li> <li>• Thanks Patrick for doing the best job possible with this dysfunctional Board (City of Salinas)</li> <li>• Please Employee of the Month is always the same people! You guys are not fair. People who work hard you guys don't see it. Change that. Stop Employee of the Month.</li> </ul>

## Compilation of 2018 Employee Surveys

*All (42)*

- I understand the challenges the SVSWA is up against. We will support whatever final decision that have to be made. Nobody likes to be left behind or in the dark. Be upfront and honest.
- I always was taught not to fix something that is not broken, and all is seems like is there is a huge broken leadership of our City Council on decision making on what's best for our community and public. My opinion is a couple of these members need to look in the mirror and make some better decisions on what's best not only for trying to close down our Transfer Station! But also, the neglected homeless problem we have and many other issues our City has and focus on fixing true problems in this City, not ones that don't need fixing!
- This has been one if not the best job that I've had. Its stress free and the people I work with are friendly. This is why I would hate to see it close down.



ITEM No. 13

# 2018 EMPLOYEE SURVEY RESULTS

By: Monica Ambriz  
Human Resources Supervisor

Published 01/23/2019

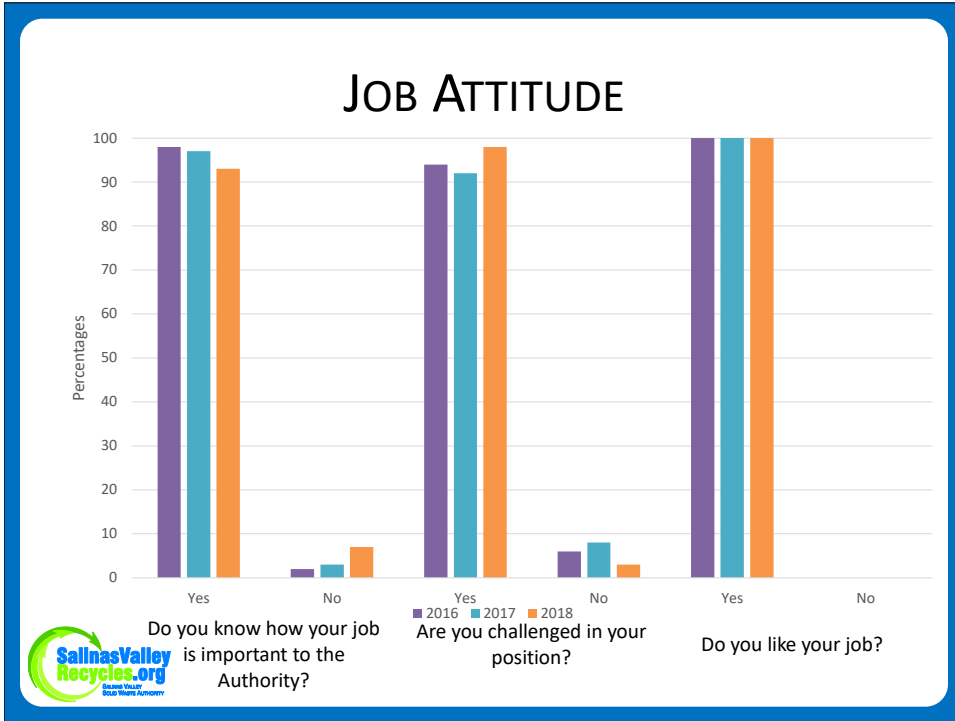
1

## GOAL OF SURVEY

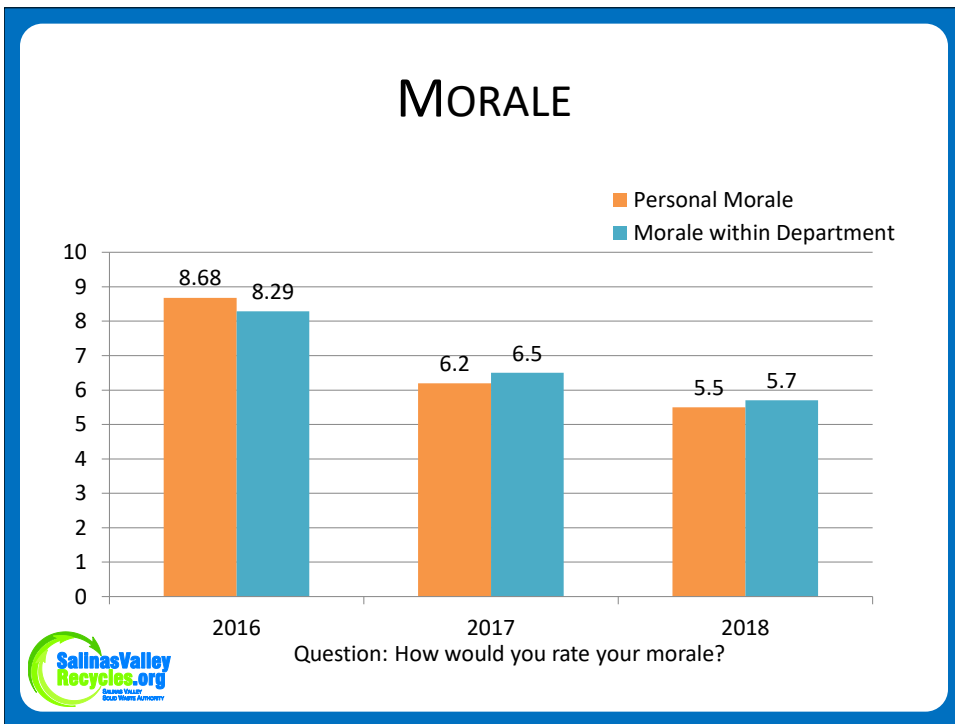
- Measure employees:
  - Job Satisfaction
  - Morale
  - Our Organization
  - Engagement
  - Benefits
- Collect ideas for improvement
- Determine any trends



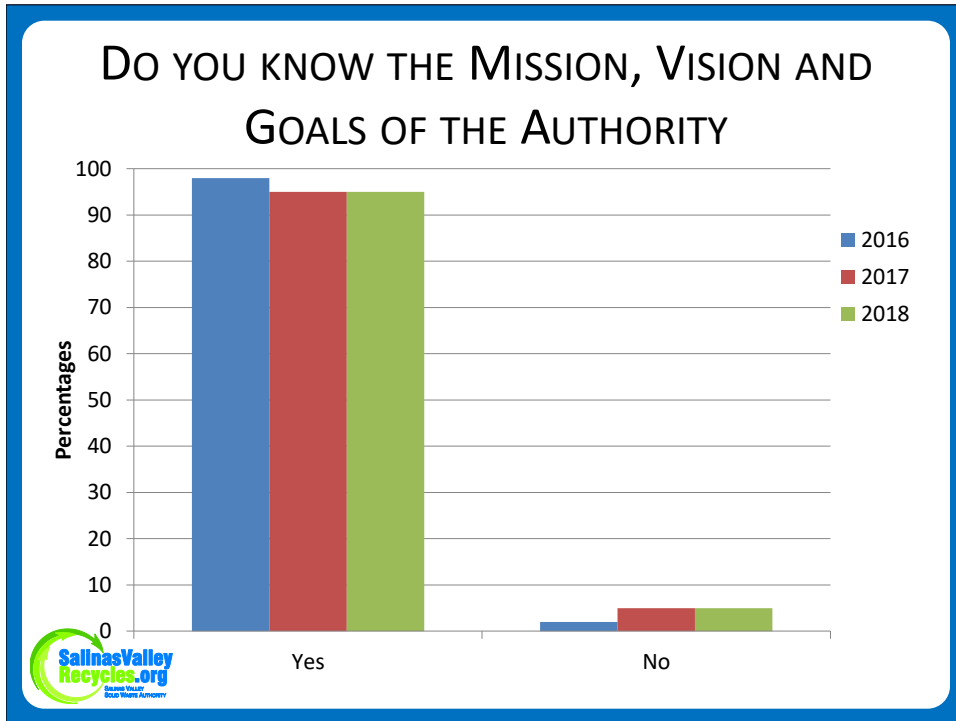
2



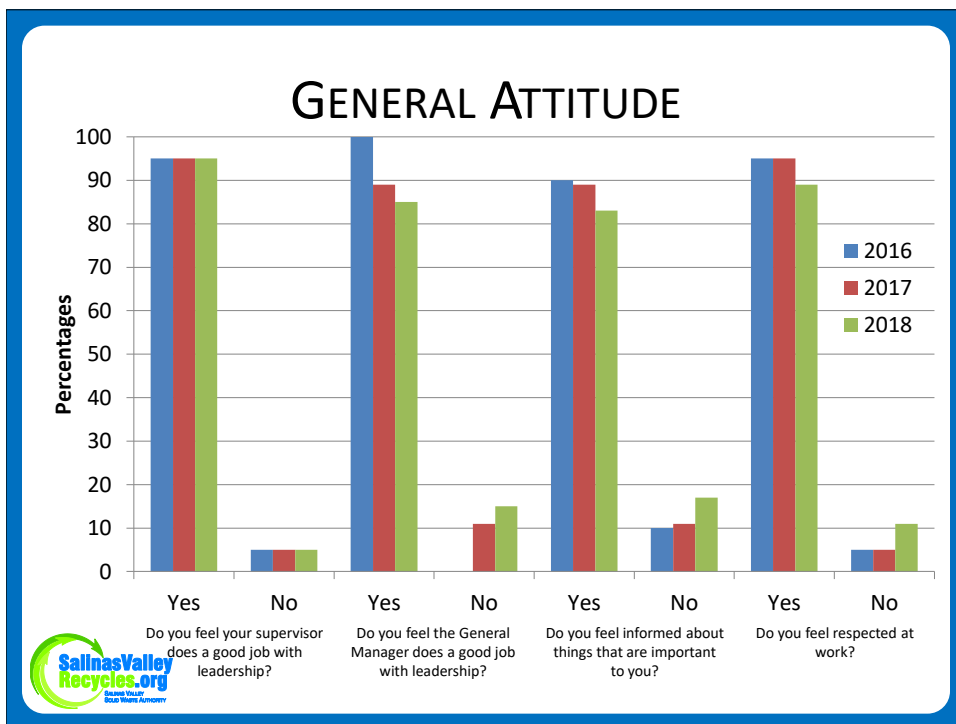
3



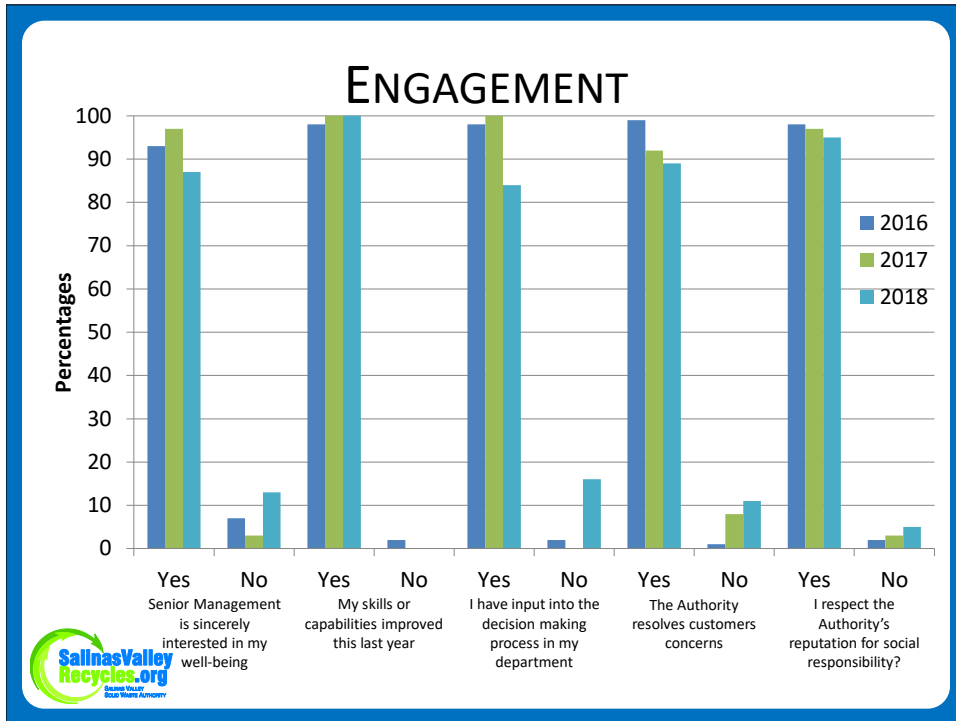
4



5



6



7

## KEY RESPONSES

- Trend responses

**SalinasValley Recycles.org**  
 Salinas Valley Solid Waste Authority

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## NEXT STEPS

- Each department will meet with their respective managers to gather initiatives for improvement
- Managers and staff to continue with recommending improvements
- Use the survey as benchmark for improving next years responses







## Report to the Board of Directors

Date: January 24, 2019

From: Patrick Mathews, General Manager/CAO

Title: Update on the City of Salinas' One Year Notice of Intention to Withdrawal from the Joint Powers Agreement with the Salinas Valley Solid Waste Authority and Long-Term Facility Needs Project Implications

ITEM NO. 14

N/A

Finance and Administration  
Manager/Controller-Treasurer

N/A

General Counsel

N/A

General Manager/CAO

A REPORT WILL BE GIVEN  
AT THE MEETING

# Update on Salinas Notice of Intent to Withdraw & Long-Term Facility Needs Project Implications

Salinas Valley Recycles  
Board of Director's Meeting  
January 24, 2019

Published 01/22/2019

1

## Salinas Stated Reasons For Withdrawal

- ▶ New Solid Waste Regulations
- ▶ Minimize Customer Rate Increases
- ▶ Revitalize the Alisal Marketplace Area
  - ▶ Social/Environmental Justice Concerns
- ▶ Salinas to Develop its own Solid Waste Plan  
(backup to ensure compliance with new regulations)

2

2

## Salinas Stated Financial Options

- ▶ Updated Franchise Agreement with Republic
- ▶ New Agreement with Republic
- ▶ Long-Term Agreement with Monterey Regional Waste Management District
- ▶ Conduct Rate Study to Recapture Cost of Existing Obligations and Regulatory Compliance

3

3

## Strategic Plan Objectives - October 2018

- ▶ **DONE**
  - ▶ Collaborative MOU recommended by CMs, CAO and GMs, approved by both Boards in Nov.
- ▶ **DONE BUT DEFERRED**
  - ▶ LTFN Project EIR deferred due to Salinas Withdrawal, and
  - ▶ Republic Services completed purchase of MLTS 12-29-18
- ▶ **DEFERRED, ON HOLD**
  - ▶ Cannot complete EIR as Board directed in Strategic Plan
  - ▶ Status of MLTS and future role of SVR unclear
  - ▶ Salinas withdrawal intent unclear
- ▶ **DEFERRED**
  - ▶ City Manager email on evening of Nov. Board mtg creates uncertainty on SSTs sale
  - ▶ No definitive Alisal Market Place Developer in place (left in 2016)

4

4

## History

- ▶ February 2018: City & County express support for SVR use of Madison Lane as Relocation Site
- ▶ March 2018: SVR/MRWMD begin preparation of Collaboration MOU
- ▶ April 2018: City presents its own version of MOU, raising SVR legal concerns over CEQA and significant rate impacts to residents/businesses
- ▶ September 2018: SVR presents revised CEQA compliant MOU as originally conceived by both agencies
- ▶ October 2018: SVR approves Strategic Plan including use of Madison Lane TS as relocation site and finalizing MOU with MRWMD
- ▶ November 13, 2018: City Managers/County CAO/Agencies revise and support final MOU version
- ▶ November 15, 2018: MOU with MRWMD and EIR project description for Madison Lane TS scheduled for presentation and approval by Board per October 2018 Strategic Plan direction
- ▶ November 15, 2018: SVR approves MOU, defers EIR for long term facilities, no buyer for Sun St. property identified by Salinas
- ▶ November 30, 2018: MRWMD approves MOU

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## Unanticipated Actions

- ▶ August 24, 2018: City terminates SVR contract for Republic Services Franchise Administration
- ▶ November 14, 2018: SVR notified that Republic Services is purchasing Madison Lane TS
- ▶ November 15, 2018: City posts agenda item to consider Noticing Withdrawal from SVR
- ▶ November 15, 2018: City notifies SVR that Alisal Market Place developer (Bristol) has not been interested in AMP (SSTS purchase?) since 2016
- ▶ November 20, 2018: City formally approves issuing Notice of Withdrawal
- ▶ November 21, 2018: SVR General Counsel tenders resignation due to conflict with Republic Services and City withdrawal noticing
- ▶ December 29, 2018: Republic Services completes purchase & takes over Madison Lane Transfer operations

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## Next Steps

- ▶ **Budget Scenarios** - Complete 3 revised Budget Scenarios with rate, budget and staffing impacts for Board consideration in January
  - ▶ Status Quo w/Organics focus
  - ▶ Salinas Original MOU structure (tipping fee impact presented at Nov Board Mtg)
  - ▶ Salinas Withdrawal
- ▶ **Replacement General Council** - Prepare RFP for 2-21-19 release & 3-21-19 selection
  - ▶ First order Business: JPA legal review and guidance, bond holder/credit agency noticing
- ▶ **Use of Madison Lane TS** - Get clarity from Republic Services on intended use of Madison Lane TS and whether Sun St is part of plan during 1-year withdrawal period (2019)
- ▶ **Re-evaluate CEQA Needs** and compliance when intents and actions are fully known
- ▶ **Focus on Organics** - Continue to implement Expanded Organics Program and State grant funding commitment to comply with new mandates: AB 1594, AB 1826, and SB 1383
- ▶ **MOU with MRWMD** - Advance collaboration with MRWMD on cost effective shared resources, First meeting held 1/10/19, next meeting 1/31/19

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## Next Steps

- ▶ **Salinas Withdrawal Actions needed**
  - ▶ De-couple Salinas from Regional Reporting Agency, 12-7-19
  - ▶ Transfer of City-County Payment program administration to Salinas, 7-1-19
  - ▶ Search for new office space, 12/31/19 expiration
  - ▶ Sale of Sun Street Properties (TBD)
  - ▶ Restructure or eliminate Gonzales Host fee (originally tied to Crazy Horse tonnage), 12-7-19
  - ▶ Evaluate CEQA needs for closure of a public service facility, Board meeting/2-21-19
  - ▶ Restructure County Litter program contribution, 12-31-19
  - ▶ Secure Salinas Organics via contract per State Grant commitment, Budget adoption/3-21-19
  - ▶ Develop debt, landfill post-closure and stranded cost liability funding agreement with Salinas, Board Meeting/3-21-19
  - ▶ Bond holder/credit agency notifications of Salinas exit, after conference with General Counsel, after Board meeting/3-21-19
  - ▶ Staffing layoff notices and/or adjustments, after clarification of Salinas intent, TBD
  - ▶ OTHER ITEMS TBD

8

8



#### **Mission**

To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer services and education.

#### **Vision**

To reduce the amount of waste by promoting individual and corporate responsibility.  
To recover waste for its highest and best use while balancing rates and services.  
To transform our business from burying waste to utilizing waste as a resource.  
To eliminate the need for landfills.

Item No. 14

Published 01/22/2019

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Innovation • Integrity • Public Education • Efficiency • Fiscal Prudence • Resourcefulness • Customer Service • Community Partnerships

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November 19, 2018

Subject: CITY OF SALINAS WITHDRAWAL FROM SALINAS VALLEY SOLID WASTE  
AUTHORITY

Mayor Gunter and Council Members,

It is with great sadness that the hard-working men and women of our agency are facing the damaging prospects and impacts of the City of Salinas (City) exiting the very agency the City helped create in 1997 to serve the utility needs of our residents and businesses. In addition, our loss of economies of scale associated with the City leaving our agency will cause a severe financial burden on the remaining member agencies. A promise was made by the City to our other member agencies that any contemplated actions would not be financially impactful.

#### **Cost to Withdraw**

The full cost of withdrawal to the City will be determined by the Board of Directors in consultation with legal and financial experts. Today, what Authority staff can provide are the baseline costs to the City to cover the City's share of its secured debt and long-term obligations for closed landfill care. The City will also be obligated, through some form of irrevocable contract, to fund its share of any unforeseen future of environmental liabilities for the landfills that may arise.

- City's estimated share of all Authority long-term and operating liabilities today is 62%, or approximately \$56,000,000.
- City's annual cost share of debt principal and interest, and closed landfill closure care is estimated at \$2.5-\$2.7 million per year through pay off of all debt service in 2032.
- After 2032, the City share of closed landfill care will be approximately \$900,000 per year (in 2018 dollars) with potential for annual increases (cost of living and regulatory changes) for the foreseeable future.
- Other stranded costs and obligations to the remaining agency members is to-be-determined through consultation.
- Remaining members will lose the economies of scale for the remaining operations and will likely result in substantial rate increases to maintain the system.
- It is unlikely the City can find a lower and sustainable cost alternative in the region than that provided by the Authority.
- For fiscal year 2018-19, the full cost of providing day-to-day public services by the Authority (excluding inherited legacy liabilities for closed landfills) is approximately \$64.05/ton. The comparative costs for the Monterey Regional Waste Management District (District) is \$107.30



with the stated potential for further increases in the coming years. The District's lower published landfill tipping fee appears to be supported by substantial revenues from importation of refuse from Santa Clara and Santa Cruz Counties and is not likely sustainable long term as landfill capacity is sold in increasing volumes to outside parties. See Attachment 1 for the 10-year comparisons of the effective cost of services for both agencies.

### **Withdrawal Purpose Unclear**

The Authority has, for the last 10 years, been focused on relocation of our operations to support the City's desire for redevelopment of the Alisal Market Place (AMP). The administrative record of our efforts to assist the City is long and detailed, with many starts and stops on feasible sites offered by the City or others and later removed from consideration. The short summary of our efforts is included as Attachment 3.

The Authority Board of Directors has been diligently trying to meet the City objectives to relocate the Sun Street Operations, but with little support from the City's administration. The City's most recent effort to develop a Memorandum of Understanding (MOU) between the Authority and the District, was done with no communication from the City's consultant or collaboration with the Authority. As a result, the City's proposed MOU was flawed and contains terms and conditions that would not be compliant with the California Environmental Quality Act (CEQA), and had some proposals that may not be feasible. In addition, the supporting documents contained no information on cost to ratepayers, a critical and historically important component for decision making by our Board and the City.

Authority staff has now completed and received unanimous approval from our Board on the MOU and it has been forwarded to the District for consideration. As the publicly stated reason for City withdrawal, this action alone should cause the City to stop this process and reconsider the severe damage and implications withdrawal will have on our citizens, workers and ratepayer costs. Continuation of the withdrawal process is not consistent with the City's stated intent for using this process to speed up the MOU preparation.

The Authority remains committed to a transparent three step process for all its decisions to include:

1. What is the cost to ratepayers?
2. What is the impact to the community?
3. What is the benefit to the community?

### **Authority Model**

Salinas Valley Solid Waste Authority is a model agency, within our community, industry, and as a government agency in general.

- Salinas Valley Solid Waste Authority (Authority) has no current unfunded pension liability, a serious financial issue that currently challenges most government agencies in California.
- The Authority's current cost of services has only risen 5.4% after deducting for "Legacy Liabilities" (see Attachment 1, 10-year rate history).
  - "Legacy Liabilities" account for \$16.99/ton of our \$68.50/ton landfill fee.
  - The liabilities were not created by the Authority, but instead were inherited liabilities when the agency formed in 1997. These costs are made up of the debt needed to fix and fund repairs and deficient environmental controls at the inherited landfills, to close the under performing landfills, and to partially fund the \$8 million for purchase of the City's Crazy Horse Landfill (our most significant closed landfill liability and still a federally listed Superfund site).



- The Authority no longer relies on un-sustainable importation of waste to our landfills to fund its operations. Landfill space is a limited asset for agencies in our industry and when it's gone, it's gone, and the local ratepayers will have to make up those lost of revenues.
- The remaining Authority revenues received from importation of waste (2004-14) are dedicated in reserve for one-time use for infrastructure. We believe that use of one-time funds from a sale of assets for annual operational costs is not sustainable and creates a future ratepayer liability in exchange for short term rate reduction (subsidy).
- Use of debt service (bonds/loans) improves an agency's cash flow by reducing its annual cost. However, it also means that only a portion of the actual ratepayer contribution goes to the actual infrastructure (typically 50-70% depending on term and interest rate) with the balance going to interest and investor returns. The Authority has moved towards a "pay-as-you-go" budgeting structure to avoid or minimize any future debt and maximize the ratepayer investments directly into infrastructure. As examples:
  - Our next landfill cell will be constructed with new capital reserves created specifically for this project and no debt is needed.
  - The current short-term loan for initial heavy equipment purchases to take over the Johnson Canyon Landfill operations will be paid off next summer and going forward a contribution will be made annually to an equipment replacement reserve to provide ongoing capital for future equipment replacement, in lieu of debt.
- The Authority has leveraged its organic waste stream and member agency support to receive a \$1.34 million State grant to build the necessary infrastructure to meet new, unfunded State mandates to maximize recovery of organic wastes going to our landfill. The City withdrawal resolution and staff report specifically site three State bills that will be addressed with this infrastructure: AB 1594, AB 1826 and SB 1383. All three bills are related to diversion of organics material from landfilling and the Authority Board of Directors has, for three years, been discussing and implementing a plan to address compliance with these mandates, including rates.
- The Authority conducted a third-party public survey last year, in order to determine the public needs relative to our future long-term facilities. Excerpts from that survey are included (Attachment 2).
  - The Authority has a very high brand rating
  - Authority actions related to our programs and facilities are strongly supported by community priorities
  - Maintaining local facilities, even if Sun Street Transfer Station operations are relocated locally, are highly supported, particularly by Salinas respondents.

We hope the City will consider these facts and the potential disruption to our agency and ratepayers when deciding on your course of action.

Sincerely,



R. Patrick Mathews, General Manager/CAO  
Salinas Valley Solid Waste Authority (aka, Salinas Valley Recycles.org)

Copy to: Salinas Valley Solid Waste Authority Board of Directors  
Salinas City Council  
Cities of Gonzales, Soledad, Greenfield and King City Managers  
Salinas City Manager  
Monterey County Administrative Officer



# Attachment 1

## SVR Historic Landfill Tip Fees

Fiscal Year	SVR Published Landfill Tipping Fee (\$/ton)	Budgeted Agency Tonnage	Budgeted Waste Import Revenues <sup>1</sup>	Waste Import Tipping Fee Equivalent (\$/ton) <sup>2</sup>	Budgeted AB939 Program Revenues	AB 939 Program Tipping Fee Equivalent (\$/ton) <sup>1,2</sup>	SVR Effective Tipping Fee (\$/ton) <sup>3</sup>	Budgeted Legacy Liabilities <sup>4</sup>	Legacy Liability Tipping Fee Equivalent (\$/ton) <sup>2,4</sup>	SVR Effective Tipping Fee Adjusted for Legacy Liabilities (\$/ton) <sup>3,4</sup>
2008-09	\$63.00	214,200	\$2,305,500	\$10.76			\$73.76	\$2,381,889	(\$11.12)	\$62.64
2009-10	\$63.00	189,700	\$2,377,800	\$12.53			\$75.53	\$2,492,800	(\$13.14)	\$62.39
2010-11	\$64.00	176,720	\$2,147,600	\$12.15			\$76.15	\$2,554,987	(\$14.46)	\$61.69
2011-12	\$64.00	166,000	\$2,243,300	\$13.51			\$77.51	\$2,514,413	(\$15.15)	\$62.37
2012-13	\$67.00	162,600	\$2,340,900	\$14.40			\$81.40	\$2,968,569	(\$18.26)	\$63.14
2013-14	\$67.00	166,500	\$2,318,800	\$13.93	\$1,732,000	\$10.40	\$91.33	\$3,167,597	(\$19.02)	\$72.30
2014-15	\$67.00	164,500			\$1,732,000	\$10.53	\$77.53	\$2,982,567	(\$18.13)	\$59.40
2015-16	\$67.00	165,000			\$2,166,100	\$13.13	\$80.13	\$2,698,141	(\$16.35)	\$63.78
2016-17	\$68.50	170,000			\$2,228,900	\$13.11	\$81.61	\$2,491,634	(\$14.66)	\$66.95
2017-18	\$68.50	177,500			\$2,319,700	\$13.07	\$81.57	\$2,566,675	(\$14.46)	\$67.11
2018-19 <sup>5</sup>	\$68.50	185,000			\$2,319,700	\$12.54	\$81.04	\$3,142,485	(\$16.99)	\$64.05
2019-20	\$68.50	185,000			\$2,412,200	\$13.04	\$81.54	\$3,189,622	(\$17.24)	\$64.30
2020-21	\$68.50	185,000			\$2,504,700	\$13.54	\$82.04	\$3,237,467	(\$17.50)	\$64.54
2021-22	\$68.50	185,000			\$2,689,700	\$14.54	\$83.04	\$3,286,029	(\$17.76)	\$65.28
2022-23	\$68.50	185,000			\$2,874,700	\$15.54	\$84.04	\$3,335,319	(\$18.03)	\$66.01
	8.7%						13.9%			5.4%

Note 1: Ended waste importation FY 14-15 and reduction of \$2.3 million in revenues  
Added AB 939 Program Fees in FY 13-14 for \$1.7 million in replacement revenues

Note 2: Tipping Fee Equivalent = budgeted AB 939 or waste import revenues/budgeted agency waste tonnage

Note 3: Effective Tipping Fee Equivalent assumes revenues recovered through agency landfill tipping fees only and no AB 939 or waste import revenues

Note 4: Legacy Liabilities are inherited old landfill closure/post-closure costs and related debt that are responsibility of, but not created, by SVR  
MRWMD does not carry these legacy liabilities

Note 5: 1st year of full debt allocation for 2013 bond refinance (60% Legacy - 40% Ops)

SVR Effective vs. Published Tipping Fee



Does not include SVR adjustments (Effective Tip Fee reductions) for:

\*Prior waste transfer subsidies to haulers before full cost recovery of truck, driver and loader expenses

Haulers not obligated to use TS and can direct haul at their choice

Hauler cost to direct haul to LF (JCL or MPL) are estimated to be 25%+ higher than use of SVR transfer services

## Attachment 1

### MRWMD Historic Landfill Tip Fees

Fiscal Year	MRWMD Published Landfill Tipping Fee (\$/ton)	Budgeted Agency Tonnage	Budgeted Waste Import Revenues <sup>1</sup>	Waste Import Tipping Fee Equivalent (\$/ton) <sup>2</sup>	Budgeted Capital Assessment Fees	Capital Assessment Fee Equivalent (\$/ton)	MRWMD Effective Tipping Fee (\$/ton) <sup>3</sup>	MRWMD vs. SVR Effective Tipping Fee Differential
2008-09	\$45.00	232,000	\$697,250	\$3.01			\$48.01	-23%
2009-10	\$46.25	205,000	\$564,000	\$2.75			\$49.00	-21%
2010-11	\$47.00	190,000	\$2,780,600	\$14.63			\$61.63	0%
2011-12	\$47.00	195,000	\$3,470,100	\$17.80			\$64.80	4%
2012-13	\$48.00	190,000	\$3,420,000	\$18.00			\$66.00	5%
2013-14	\$51.75	180,000	\$2,727,500	\$15.15			\$66.90	-7%
2014-15	\$51.75	183,000	\$4,587,500	\$25.07			\$76.82	29%
2015-16	\$51.75	187,000	\$4,451,875	\$23.81			\$75.56	18%
2016-17	\$51.75	190,000	\$5,268,125	\$27.73			\$79.48	19%
2017-18	\$56.00	200,000	\$7,020,000	\$35.10			\$91.10	36%
2018-19 <sup>4</sup>	\$62.00	200,000	\$9,059,000	\$45.30			\$107.30	68%
2019-20	\$68.20	200,000	\$9,330,770	\$46.65	\$1,000,000	\$5.00	\$119.85	86%
2020-21	\$75.02	200,000	\$9,610,693	\$48.05	\$2,000,000	\$10.00	\$133.07	106%
2021-22	\$77.27	200,000	\$9,899,014	\$49.50	\$3,000,000	\$15.00	\$141.77	117%
2022-23	\$79.59	200,000	\$10,195,984	\$50.98	\$3,000,000	\$15.00	\$145.57	121%
	76.9%						203.2%	

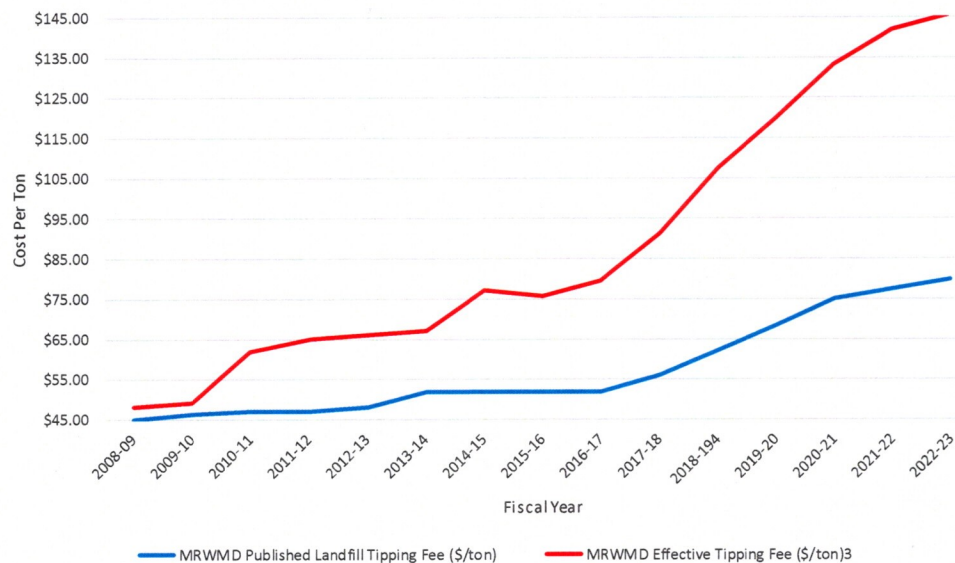
Note 1: Began Green Waste Recovery/Zanker Road/Z-Best waste & ADC importation for supplemental revenue in FY 2010-11, Santa Cruz County and Cities started importing waste in 2006-09

Note 2: Tipping Fee Equivalent = budgeted waste import revenues/budgeted agency waste tonnage

Note 3: Effective Tipping Fee Equivalent assumes revenues recovered through agency landfill tipping fees only and no waste import revenues

Note 4: MRWMD proposed FY 18-19 tipping fee increase of 10% (1st of 3, proposed 10% increases then a flat 3% CPI going forward) and an increased waste import revenue allocation for 18/19 then flat tonnage going forward with 3% CPI going forward, 3-27-18 Board Retreat

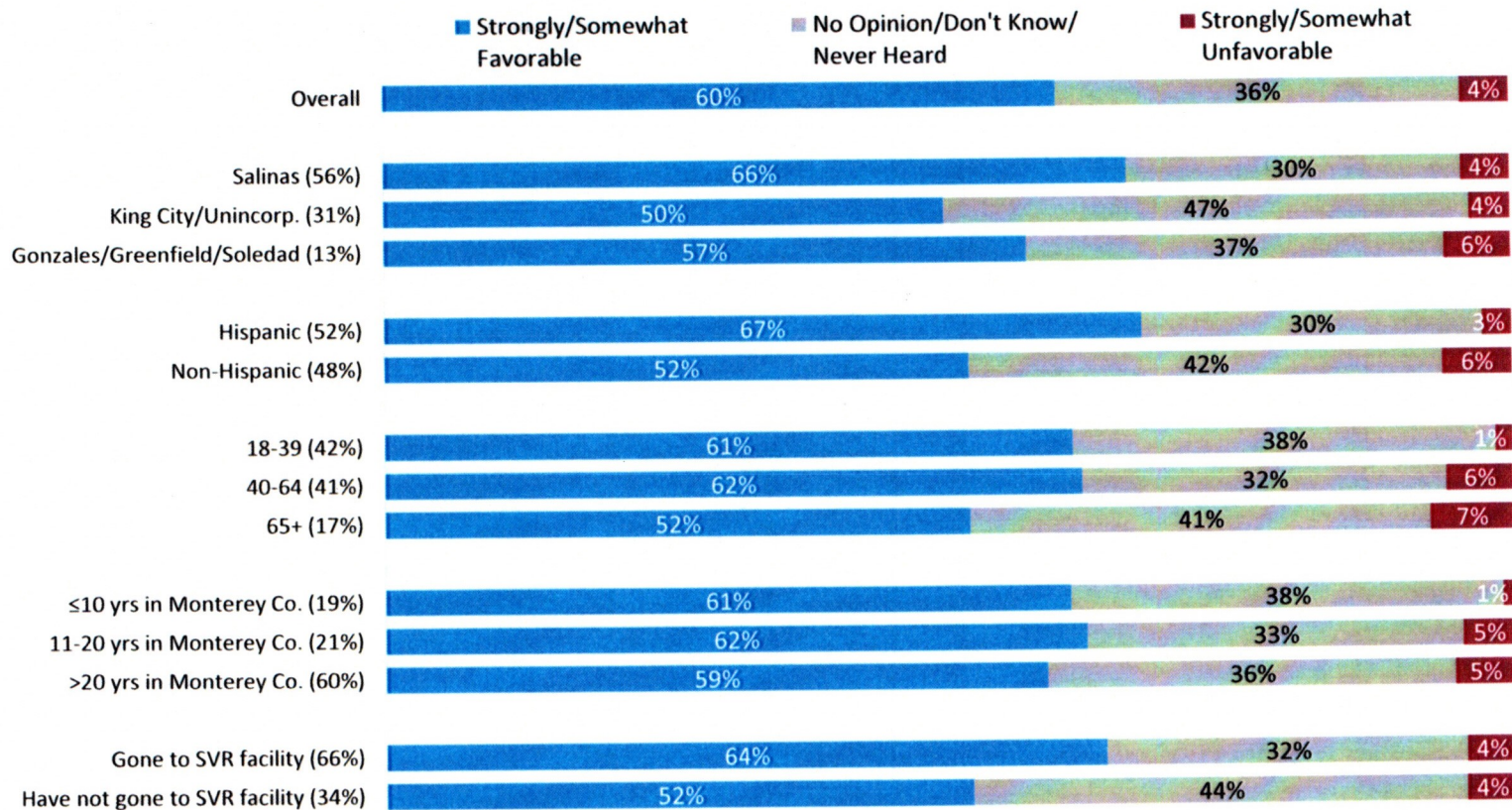
MRWMD Effective vs. Published Landfill Tipping Fee





# Brand Rating: SVR

*Hispanic residents and residents of Salinas view SVR particularly favorably.*



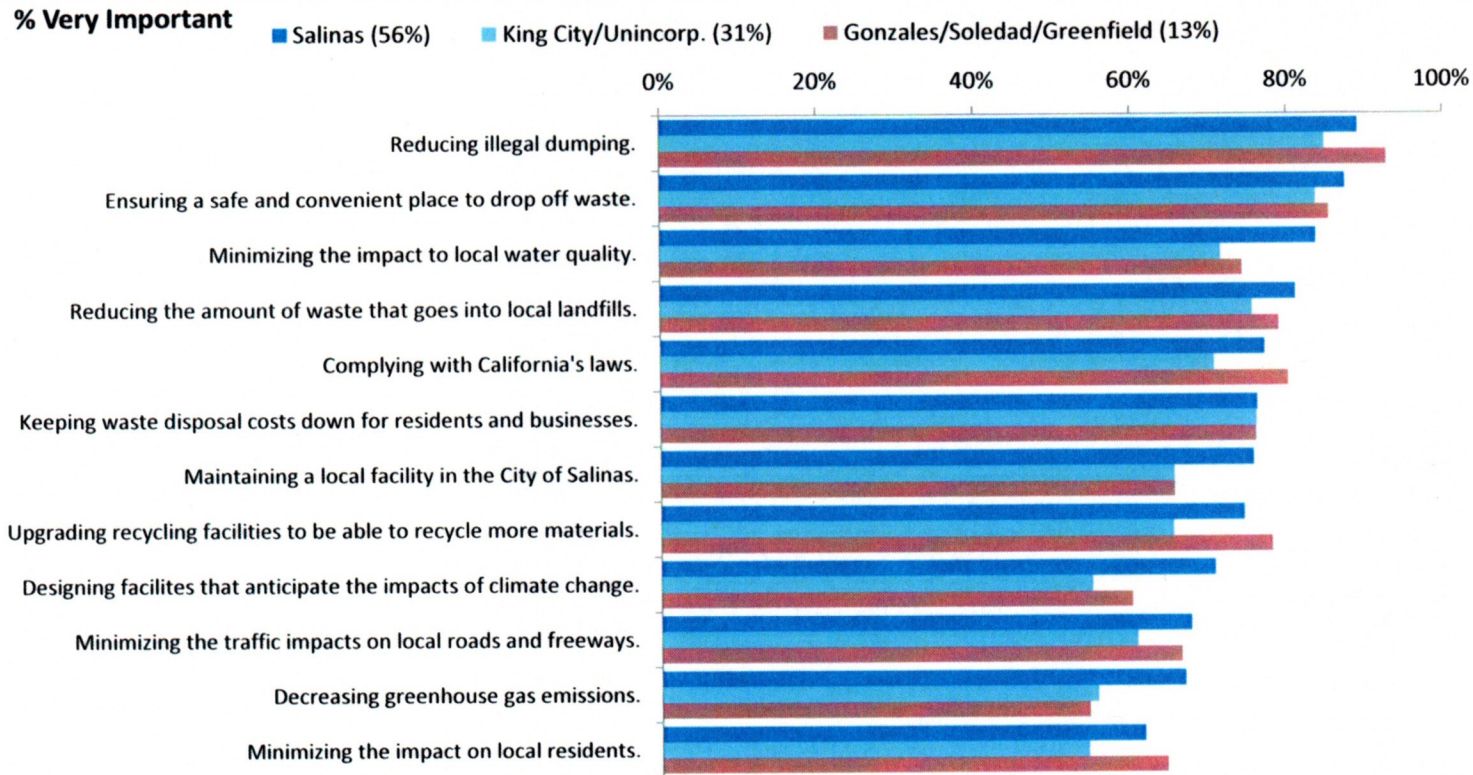
7. I'm going to read you a list of local service providers and organizations. Please tell me if you have a strongly favorable, somewhat favorable, somewhat unfavorable or strongly unfavorable opinion of each one. If you have never heard of one, please just say so.



17-6547 SVSWA | 8

## Very Important SVR Priorities by Region

*Residents of Salinas are more likely than other service area residents to value maintaining a local waste facility in the city, and they are more in-tune with issues related to waste collection and climate change, greenhouse gas emissions, and the impact to local water quality.*



23-34. I'm going to read you a list of priorities that Salinas Valley Recycles considers when providing services to the community. After each one, please tell me if it is very important, somewhat important, not too important, or not at all important to you.

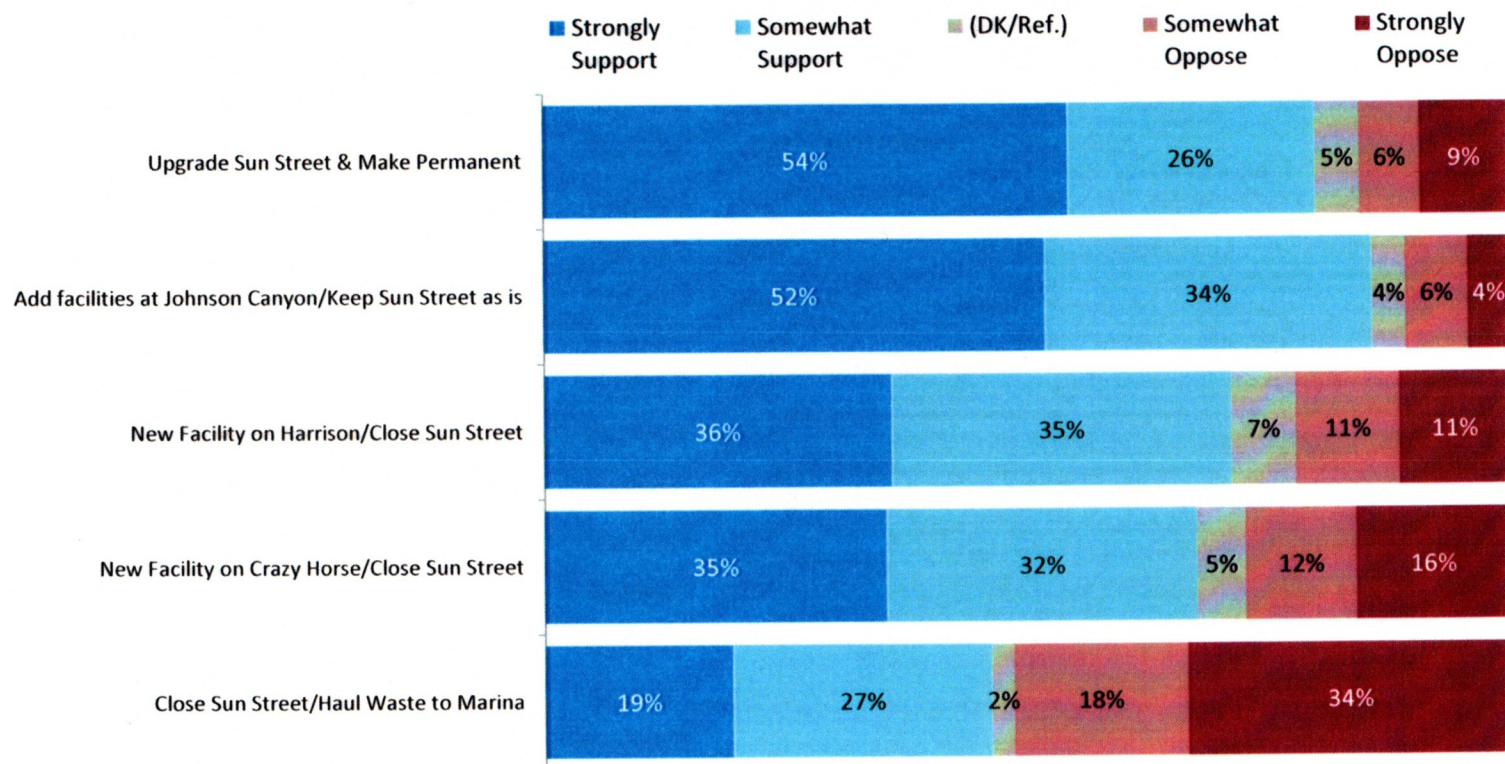


17-6547 SVSWA | 15



# Facility Proposals Support

*Support is highest for the two proposals that keep the Sun Street Transfer Station open. A majority **strongly support** upgrading and making the Sun Street facility permanent.*



35-39. I am going to read you some proposals that are being discussed for waste management and disposal in the Salinas Valley in the future. For each one, please tell me if you strongly support, somewhat support, somewhat oppose or strongly oppose that proposal.

## Attachment 3

### **Brief history of the Sun Street Relocation efforts**

- Authority approves a resolution in late 2008 to support the City's AMP project which included offers of City owned land for the relocation of the Sun Street Transfer operations.
- Environmental review and City property negotiations temporarily placed on hold in 2011 due to recession, loss of redevelopment funding and city administrative transitions.
- Authority reinitiated negotiations in 2013-15, but City property to support AMP development and Authority facility relocation was eventually removed from consideration by City and other options were placed on the table, restarting the process.
- Multiple relocation sites have been considered, recommended and/or supported by the City since 2015, but later eliminated.
- With support and recommendation from the City Administration, the Authority staff has recommended re-purposing of the Madison Lane Transfer Station to replace some or all of the Sun Street Transfer operations.
- With the passing of the AMP leading contact for the City in 2014, Authority began direct consultation with City administration on the Sale of our Sun Street Properties, a critical component of our relocation effort. Numerous emails and several in person requests were exchanged between Authority and City Administration from June 2015 and March 2018 on the specific point of "Who is the new developer representative and/or who will purchase Authority Sun Street properties to facilitate relocation."
- At 5:50 p.m. on November 15, 2018 (10 minutes prior to Authority Board meeting), Authority staff and City representatives on the Authority Board of Directors received an email from the City Manager on this matter, stating that the City's AMP developer had dropped out of the project in 2016, nearly three years earlier.
- At about this same time, Authority staff was reviewing the City agenda that had also just been posted to the City web page regarding the potential withdrawal.
- To further complicate this issue, staff had also just confirmed one day earlier that Republic Services, the City's Refuse and Recycling Collector, was about to execute a deal to purchase the Madison Lane Transfer Station. As the current proposed relocation site for the Authority, recommended and supported by the City of Salinas administration, this raises new questions and concerns. This site was to be formally approved and environmental review started at the November 2018 Board of Directors meeting but has now been deferred due to these recent complications and uncertainty arising outside the Authority control.





## Report to the Board of Directors

ITEM NO. 15

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: January 24, 2019

From: C. Ray Hendricks, Finance and Administration  
Manager

Title: Request for FY 2019-20 Preliminary Budget  
Direction

### RECOMMENDATION

The Executive Committee recommends forwarding item to the Board of Directors for discussion.

### DISCUSSION & ANALYSIS

Staff would like feedback from the Board on the increases and potential ways to balance the budget. Following are the key increases and a few options to balance the budget.

#### Budget Summary

FY 2019-20 includes the final payment of the Capital Purchase Lease that was used to purchase required equipment when the Authority took over operations of Johnson Canyon Landfill. It also includes the final repayment of an internal loan taken to purchase equipment when the Authority took over operations of Jolon Road Transfer Station. The amounts used to pay these loans are scheduled to be transferred to CIP for future capital equipment replacement needs on a Pay-As-You-Go basis. This will allow the Authority to replace the equipment purchased with these loans with cash on hand rather than having to take out additional debt.

Additionally, the new cell being constructed is estimated to cost \$5,000,000 for 1,100,000 tons and 6 years of interim capacity. This includes engineering, construction, quality assurance, staff time, and equipment costs used to begin construction of the cell. In order for the Authority to fund future cells on a Pay-As-You-Go basis, we will need to set aside \$5/ton over the life of the cell being constructed this year. Setting aside money on a per ton basis will allow the Authority to adjust for increases and decreases in tonnage as necessary. The money set aside will be allocated to CIP after the end of the fiscal year, similar to fund surpluses allocated to Module 7 construction in prior years.

With the continued and sustained increase of solid waste tonnage, the budget can be balanced with no increase to solid waste tipping fees. A \$100,000 increase to AB939 fees is recommended to support the new Monterey County Litter Program. Previously, scheduled increases to the organics program tipping fees are included in the budget. However, if a resolution to the Salinas discounted organics contract is not made, the \$313,200 shortfall must be addressed through an additional AB 939 services fee increase. Other increases to ancillary services have a minimal impact on the budget.

Below is a consolidated summary of the budget.

	2018-19 BUDGET PRIOR TO ADJUSTMENTS	2018-19 BUDGET AFTER ADJUSTMENTS	2019-20 PROPOSED STATUS QUO
<u>Revenue Summary</u>			
Operating Revenues	\$ 19,720,275	\$ 19,720,275	\$ 20,369,675
Use of One Time Surplus	-	2,683,991	-
Total Revenue	<u>19,720,275</u>	<u>22,404,266</u>	<u>20,369,675</u>
<u>Expense Summary</u>			
Operating Expenditures	14,926,200	15,979,200	14,988,900
Debt Service	3,933,800	3,933,800	3,350,100
CIP Allocation	550,000	930,991	1,080,000
New Cell Set Aside (CIP)	<u>250,000</u>	<u>1,500,000</u>	<u>950,000</u>
Total Expenditure Budget	<u>19,660,000</u>	<u>22,343,991</u>	<u>20,369,000</u>
Balance Used for Reserves	<u>\$ 60,275</u>	<u>\$ 60,275</u>	<u>\$ 675</u>

#### Revenue Increases (\$649,400)

Following is a summary of options that will balance the budget. For reference, the current cost-of-living index for All Urban Consumers in the Greater Bay Area is running approximately 4.5% for the previous 12 months through December 2018.

#### FY 2018-19 Projected Operating Revenue Increase

5,000-ton increase in solid waste tonnage projection	342,500
Salinas Organics Program Increase or AB939 Increase	313,200
AB939 fee (in lieu of tipping fee)	100,000
Net all other Revenue Increases/(Decreases)	<u>(106,300)</u>
Total Revenue Increase (3.2% increase over prior year)	<u>649,400</u>

#### Increasing the projected tonnage by 5,000 tons

This would increase the budgeted revenue by \$342,500. The Authority has sustained several years of increasing tonnage since 2013. Staff remains cognizant of the effects a future recession could have on the Authority's tonnage, however the sustained increases in tonnage over the last several years provides a comfort level that a conservative tonnage projection of 190,000 is reasonable. Increases in tonnage will increase some tonnage related fees and closure funding expense, but amounts are minimal and are incorporated in the budget.

#### Increase tipping fees for Expanded Organics Program

On September 21, 2017, the Board approved the expanded organics program to include the addition of Agricultural and food waste composting. A phased-in rate increase over a three-year period was recommended to buffer the impact to rate payers. This will also allow the Authority to run the operations for a couple of years to determine the final cost of the program.



Following is the schedule of rate increases approved in concept when the organics program was considered by the Board in September 2017.

	Mixed Organics	Wood Waste
FY 2018-19	38.25	36.25
FY 2019-20	43.00	39.00
FY 2020-21	48.00	42.00

The Authority worked with Republic Services to end the discounted green waste contract signed in 2004. However, the City of Salinas rejected the methodology used to phase in the rates pending further review, which was to be completed by the end of 2018. The difference between the scheduled tipping fee and Republic's discounted rate is expected to increase the subsidy to a total \$313,200 for FY 2019-20. If a resolution is not found, an increase to AB939 fees will be necessary to help fund the organics program and the Salinas fee subsidy. Deferring the increase is not sustainable in the long run as it depletes reserves and/or reduces funds available for other programs. The Joint Powers Agreement requires all members to pay equalized rates for services.

#### Increase AB939 Fees by \$100,000

After the FY 2018-19 Budget was approved, Monterey County requested assistance in funding their litter program. FY 2017-18 surplus funds were used to fund the first half year of the program, with a tipping fee increased planned to fund it going forward. Currently AB939 Services are still partially funded by tipping fees. Increasing AB939 fees by \$100,000 instead of tipping fees for this item partially reduces this subsidy, while still funding this program. Please note, the MOU with Monterey County is set to expire in December 2019 pending Salinas' withdrawal decision, and only \$50,000 for the first half of FY 2019-20 is committed through the agreement at this time.

#### Other Revenue Adjustments

Decreases due to Salinas ending the franchise contract management agreement with the Authority and no longer collecting transportation surcharge for Salinas franchise waste being delivered to Madison Lane, are mostly offset by several increases from other Authority revenue sources. The net impact of all these revenues is a decrease of \$106,300.

#### Budgeted Expenditure Increases (\$709,000)

FY 2019-20 Projected Budget Increase	
Expanded Organics Program	\$ 269,600
Payroll Increases	84,600
Mo.Co. Litter Program	100,000
Contract Labor	181,800
All Other Increases / (Decreases)	(573,300)
Debt Service	(583,700)
CIP Budget	530,000
New Cell Construction/Set-Aside	700,000
Total Increase (3.6% increase over prior year)	<u>\$ 709,000</u>

### Expanded Organics Processing

On September 21, 2017, the Board approved the expanded organics program to meet the levels of diversion and greenhouse gas emission reductions required by various state mandates, including the Global Warming Solutions Act (Assembly Bill (AB) 32), the Mandatory Commercial Organics Recycling Program (AB 1826), and Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (Senate Bill 1383), which effectively eliminates the disposal of organic materials (including food scraps) in landfills by 2025 with interim reduction mandates.

An Organics grant in the amount \$1.3 million was awarded and accepted from CalRecycle to fund the infrastructure needed for the new organics program. Construction is currently in progress, and the program is expected to be up and running in the next few months. The increase in cost of the program for the first full year is \$269,600 and includes the second half of two diversion workers approved in FY 2018-19 to operate the de-packaging equipment, a capital replacement reserve (pay-as-you go funding) for the de-packaging machine and skid loader, materials and supplies, equipment maintenance, site maintenance, and operations and agency overhead allocations.

### Payroll Increase

The net increase to payroll is scheduled to be \$84,600. Increases are due to annual merit increases, as well as a 3% COLA scheduled from the currently approved MOU. The Payroll increases are partially offset by decreased medical premiums and decreases in other payroll costs.

Description	Payroll Budget Increases
COLA (MOU)	\$ 156,400
Merit Increases	115,000
Health Premiums (MOU)	(138,300)
Net All Other Increases/(Decreases)	<u>(48,500)</u>
Net Payroll Increases	<u>\$ 84,600</u>

### Mo. Co. Litter Program

After the FY 2018-19 Budget was approved, Monterey County requested \$100,000 to assist the funding of their litter program. FY 2017-18 surplus funds were used to fund the first half year of the program, with a tipping fee increased planned to fund it going forward. Currently AB939 Services are still partially funded by tipping fees. Staff is recommending an increase AB939 fees instead of tipping fees for this item. It will partially reduce the tipping fee subsidy, while still funding this program.

### Contract Labor

Over the past year staff has let the Board know of a need for additional driver/operator and scale house staffing for Johnson Canyon and Jolon Road, as well as the need for an additional Solid Waste Technician to assist with on-going maintenance and environmental compliance activities at the three closed landfills that the Authority is responsible for. A plan for these additional bodies was to be brought forth during the FY 2018-19 mid-year budget process or FY 2019-20 Budget.

Due to the uncertainty with the pending withdrawal of the City of Salinas, staff is deferring the request for new positions. Staff will instead supplement staffing with \$181,800 in additional temporary labor. This will minimize potential layoffs, since current positions can be shifted to fill these needs. Temporary labor is not ideal for these high-risk positions. Therefore, if there is a resolution to the City of Salinas withdrawal, staff will shift the temporary labor budget to permanent staffing and request the allocations at a later time.

#### Debt Service

Debt Service is scheduled to decrease \$583,700 in FY 2019-20. When the Authority took over the operations of Johnson Canyon Landfill it took a \$3.6 million Capital Lease Loan to purchase the initial equipment needed for operations. The final payment is scheduled for August 1, 2019. The money currently used for Capital Lease payments will be used to fund future capital equipment needs on a Pay-As-You-Go basis to reduce or eliminate the need for additional future debt. The increase in CIP Budget of \$530,000 is due to the shift of these funds from debt service to capital equipment replacement CIP.

The following table shows the schedule for all outstanding debt service including interest. Scheduled debt service payments for FY 2019-20 are \$3,350,000.

Fiscal Year	Bond Payment	Capital Lease	Total Debt Service
2018-19	3,135,978	797,594	3,933,572
2019-20	3,134,015	215,938	3,349,952
2020-21	3,136,699		3,136,699
2021-22	3,133,956		3,133,956
2022-23	3,135,730		3,135,730
2023-24	3,136,791		3,136,791
2024-25	3,137,000		3,137,000
2025-26	3,130,838		3,130,838
2026-27	3,132,688		3,132,688
2027-28	2,942,613		2,942,613
2028-29	2,750,975		2,750,975
2029-30	2,752,550		2,752,550
2030-31	2,751,838		2,751,838
2031-32	2,748,563		2,748,563

#### New Cell Construction

The new cell being constructed is estimated at \$5,000,000 for 1,100,000 tons and 6 years of interim capacity. This includes engineering, construction, quality assurance, staff time, and equipment costs used to begin construction of the cell. In order for Authority to fund future cells with cash on hand (pay-as-you-go), we will need to set aside \$5/ton over the life of the cell being constructed this year. Setting aside money on a per ton basis will allow the Authority to adjust for increases and decreases in tonnage as necessary. Budgeted tonnage for FY 2019-20 is 190,000 tons. The estimated set aside is \$950,000, an increase of \$700,000 to what was allocated to CIP in the original FY 2018-19 budget. An additional \$1,250,000 was allocated using FY 2017-18 surpluses. The money set aside will be allocated to CIP after the end of the fiscal year.

### Operational Decreases

The remaining \$573,300 in decreases is due mainly to Republic Services purchase of Madison Lane Transfer Station. The Authority collected a transportation surcharge from Republic to pay Waste Management for transporting franchise solid waste that could not be handled by Sun Street Transfer Station. Both the revenue and expenditures for this item have been removed from the budget. Republic will pay a transportation surcharge for material delivered to Sun Street Transfer Station, and tipping fees only for materials delivered directly to Johnson Canyon Landfill.

### Salinas Proposed MOU

Two of the key components of the Salinas MOU is to find a permanent facility for continuing Sun Street Transfer Station Operations and reduce the operation to a public facility only with all Salinas and North County franchise waste being directly hauled to Monterey Regional Waste Management District's Landfill. Implementing this would save the Authority some operational costs at both Johnson Canyon and Sun Street, mainly by eliminating four full time positions, and through a reduction of fees, fuel, and maintenance costs on equipment.

The Authority would also have a decrease of \$1,278,000 in transportation fees, which offsets most of the savings at Sun Street. Adding in the tipping fees for tonnage directed to Monterey Regional at their current tipping fee of \$62/ton would have a net increase of \$6,028,600 to the budget.

At the current rate of \$62/ton, if allocated equally over the 190,000 Authority tons, an increase of \$31.73 per ton would be necessary to fund this change. Monterey Regional budget documents propose a need to further increase its \$62/ton rate by an added 10% for each of the next two years, which if implemented, could increase these fees by an additional \$1,400,000, or an estimated \$7.37/ton. Increases could be applied as a combination of per ton tipping fees and AB939 Services fees.

Operational Savings	\$ (1,945,400)
Decrease in Revenue	1,278,000
MRWMD Tipping Fees Salinas	5,828,000
MRWMD Tipping Fees North County	<u>868,000</u>
Net Increase	<u>6,028,600</u>
Per Ton (190,000)	100.23
Increase	\$ 31.73

The MOU also includes an increase in the Authority's organics program. The Authority's program is still being implemented and will be up and running in the coming months. However, since the program's tipping fees are currently set to only cover expected costs, increase in revenue from additional tonnage would have a similar increase in expenditures having a relatively small impact to the Authority's bottom line.

### Salinas Withdrawal

The Authority has received a one-year notice from Salinas for its intent to withdraw from the agency, effective December 7, 2019. Following is a summary of what the budget would look like if Sun Street was closed and Salinas withdraws. A total of 22 full time positions would be eliminated from operations as well as the office, along with 5 Hope Services positions that are used to support Sun Street Operations.

The operating budget could be higher or lower, depending on which positions are eliminated. North County waste would have to be direct hauled to Johnson Canyon, and no public or AB 939 services would be provided for the City of Salinas. The impact to the remaining 80,000-member agency tons would be an increase of \$38.41 per ton. Increases could be applied as a combination of per ton tipping fees and AB939 Services fees.

Operating Expenditures	13,052,100
CIP Budget/Set-Asides	<u>1,480,000</u>
Total Budget	14,532,100
Salinas Liability Payment	(2,900,000)
Non Solid Waste Revenues	<u>(3,079,375)</u>
Net Solid Waste Revenue Needed	<u>8,552,725</u>
Per Ton (80,000)	\$ 106.91
Increase	\$ 38.41

### BACKGROUND

The budget process begins in January with a budget direction presentation. The feedback provided by the Board is incorporated into the Preliminary Budget presented in February, with a rate hearing and final budget being presented in March. This allows franchise waste haulers to begin their scheduled rate setting process in April.

### ATTACHMENT(S)

None



# FY 2019-20

## Request for Budget Direction

January 24, 2019

Published 01/22/2019

## Budget Assumptions

- Status Quo
  - No additional diversion or services other than increased organics program approved in September 2017.
  - No Madison Lane Transfer Revenues and Expenses

# FY 2019-20 Projected Total Budget Increase

Expanded Organics Processing (full year)	
Includes 2 Diversion Workers (6 months)	269,600
Payroll Increases	84,600
Mo.Co. Litter Program	100,000
Contract Labor	181,800
All Other Increases / (Decreases)	(573,300)
Debt Service	(583,700)
CIP Budget	530,000
New Cell Construction/Set-Aside	<u>700,000</u>
Total Increase	\$ 709,000



# Payroll Budget Increases

COLA (MOU)	\$ 156,400
Merit Increases	115,000
Health Premiums	(138,300)
Net All Other Increases/(Decreases)	<u>( 48,500)</u>
Total Payroll Increases	84,600



Does not include new employees for Organics Program

# Debt Service Schedule

FY	Bond Payments	Capital Lease	Total Debt Service
2014-15	1,920,876	414,901	2,335,776
2015-16	1,908,648	960,373	2,869,021
2016-17	1,907,820	797,594	2,705,415
2017-18	2,051,271	797,594	2,848,866
2018-19	3,135,978	797,594	3,933,572
2019-20	3,134,015	212,663	3,346,678
2020-21	3,136,699	0	3,136,699

Capital Lease budget will be allocated to fund future Equipment Replacement  
Final Bond Payment Scheduled for 08/01/2031



# CIP Budget

Johnson Canyon Module Construction (Estimated Set-Aside)	\$ 950,000
Equipment Replacement/Repayment	920,000
JC LFG System Improvements	60,000
CH Flare Enclosure	30,000
Jolon Road Transfer Station Improvements	25,000
Jolon Road Well	25,000
Concrete Grinding	20,000
Total CIP/Set Aside	<u>\$ 2,030,000</u>





# Projected Revenue Increase

5,000-ton increase in solid waste tonnage projection	\$ 342,500
Salinas Organics Program Increase or AB939 fee	313,200
AB939 fee (in lieu of tipping fee)	100,000
Net all other Revenue Increases/(Decreases)	<u>(106,300)</u>
Total Revenue Increase	\$ 649,400



# Rate Changes

	<u>Per Ton</u>
Greenwaste- Self Haul	\$ 39.00
Yardwaste- Franchise	\$ 43.00
Wood waste	\$ 39.00
Clean Fill Dirt (In Service Area) (per ton landfill cost)	\$ 20.00
Clean Fill Dirt (Out of Service Area) to garbage rate	\$ 32.00
Sludge	\$ 32.00
	<u>Total Amount</u>
AB939 Increase for MoCo Litter Program	\$100,000
Salinas Organics Increase or AB939 Fee	\$313,222



# Budget Summary

	2018-19 BUDGET PRIOR TO ADJUSTMENTS	2018-19 BUDGET AFTER ADJUSTMENTS	2019-20 PROPOSED STATUS QUO
<u>Revenue Summary</u>			
Operating Revenues	\$ 19,720,275	\$ 19,720,275	\$ 20,369,675
Use of One Time Surplus	-	2,683,991	-
Total Revenue	<u>19,720,275</u>	<u>22,404,266</u>	<u>20,369,675</u>
<u>Expense Summary</u>			
Operating Expenditures	14,926,200	15,979,200	14,988,900
Debt Service	3,933,800	3,933,800	3,350,100
CIP Allocation	550,000	930,991	1,080,000
New Cell Set Aside (CIP)	<u>250,000</u>	<u>1,500,000</u>	<u>950,000</u>
Total Expenditure Budget	<u>19,660,000</u>	<u>22,343,991</u>	<u>20,369,000</u>
Balance Used for Reserves	\$ <u>60,275</u>	\$ <u>60,275</u>	\$ <u>675</u>



## Additional Administrative Tasks

- End 2004 Discounted Greenwaste Contract with Republic to complete rate setting transition for Expanded Organics Program, to meet State Mandates



## Salinas and North County to MRWMD

Operational Savings	\$ (1,945,400)
Decrease in Revenue	1,278,000
MRWMD Tipping Fees Salinas (\$62/ton)	5,828,000
MRWMD Tipping Fees North County	<u>868,000</u>
Net Increase	<u>6,028,600</u>
Per Ton (190,000)	100.23
Increase	\$ 31.73



Eliminate 4 full time positions

## Salinas Withdrawal

Operating Expenditures	13,052,100
CIP Budget/Set-Asides	<u>1,480,000</u>
Total Budget	14,532,100
Salinas Liability Payment	(2,900,000)
Non-Solid Waste Revenues	<u>(3,079,375)</u>
Net Solid Waste Revenue Needed	<u>8,552,725</u>
Per Ton (80,000 remaining)	\$ 106.91
Increase	\$ 38.41



Eliminate 22 full time positions  
and 5 Hope Services

# Summary

## Budget

- Status Quo
- Salinas Proposed MOU
- Salinas Withdrawal

## Tipping Fee

\$ 68.50  
\$ 100.23  
\$ 108.16

- Solid Waste Increases are in Addition to Organics AB939 and other rate changes shown in Status Quo Budget



## Residential Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	Status Quo	Salinas Proposed MOU	Salinas Withdrawal
Republic	32 gal	\$ .31	\$ 2.88	\$ 2.86
Tri Cities	48 gal	\$ .27	\$ 3.46	\$ 4.26
WM- County	35 gal	\$ .15	\$ 3.31	\$ 4.10
WM- King City	35 gal	\$ .10	\$ 3.90	\$ 4.85

- Does not include the following
  - Franchise Fees (10%-26%)
  - Increases due to Direct Haul or Madison Lane
  - Hauler CPI Increases
  - Increases for Curbside Recycling & Processing



## Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	Status Quo	Salinas Proposed MOU	Salinas Withdrawal
Republic	1 cy	\$ 1.04	\$ 9.67	\$ 9.61
Tri Cities	1 cy	\$ .46	\$ 19.05	\$ 23.70
WM- County	1 cy	\$ .88	\$ 19.34	\$ 23.96
WM- King City	1 cy	\$ .43	\$ 16.38	\$ 20.37

- Does not include the following
  - Franchise Fees (10%-26%)
  - Increases due to Direct Haul or Madison Lane
  - Hauler CPI Increases
  - Increases for Curbside Recycling & Processing



## Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	Status Quo	Salinas Proposed MOU	Salinas Withdrawal
Republic	3 cy	\$ 3.10	\$ 28.79	\$ 28.59
Tri Cities	3 cy	\$ 1.39	\$ 57.18	\$ 71.12
WM- County	3 cy	\$ 2.04	\$ 44.68	\$ 55.34
WM- King City	3 cy	\$ .98	\$ 37.04	\$ 46.06

- Does not include the following
  - Franchise Fees (10%-26%)
  - Increases due to Direct Haul or Madison Lane
  - Hauler CPI Increases
  - Increases for Curbside Recycling & Processing





## SVR Agenda Item - View Ahead 2019

Item No. 16

	Feb	Mar	Apr	May	Jun	Jul
A						
1	Minutes	Minutes	Minutes	Minutes	Minutes	MEETINGS RECESS
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	
3	Member Agencies Activities Report	Member Agencies Activities Report	QTE March Cash & Investments	Member Agencies Activities Report	Member Agencies Activities Report	
4	4th Qtr. Tonnage & Diversion Report	LTFN EIR Update (spa)	Member Agencies Activities Report	1st Qtr. Tonnage & Diversion Report	Real Property Negotiations (EC)	
5	Strategic Plan Update	Public Hearing: Rate & Fee Sched (EC)	1st Qtr. Facilities Customer Survey	Strategic Plan Update		
6	Mid-Year Budget Adjustments (EC)	FY 19-20 Proposed Budget (EC)	Board Policy Updates (EC)	Real Property Negotiations (EC)		
7	Collaboration MOU Update	Real Property Negotiations (EC)	Real Property Negotiations (EC)			
8	GM Contract Amendment					
9	CH Solar Project Update					
10	CAG Appointments					
11	FY 19-20 Preliminary Budget (EC)					
12	Real Property Negotiations (EC)					
13	Legal Counsel Selection					
14	Salinas Withdrawal (EC)					
15						
16						
17						
18						
19						

Consent

Presentation

Consideration

Closed Session

[Other] (Public Hearing, Recognition, Informational, etc.)

(EC) Executive Committee

(sp) Strategic Plan Item