



**Supplemental Material
was added to the
Board of Directors Meeting
June 15, 2023
Agenda Packet**

Pertaining to the following Scheduled Items:

[6/13/2023](#)

Item No. 10 - Update on Assembly Bill 939 Fee Allocations

Staff Report - Added

The "*Supplemental Materials*" has been added to the beginning of its corresponding agenda item in the agenda packet.



AGENDA Regular Meeting

BOARD OF DIRECTORS

[June 15, 2023](#) | [6:00 p.m.](#)

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

This meeting will be held in-person.
Public participation remains available virtually via Zoom.
Meeting ID No. 856 3745 1606 | Passcode: 904439

Board Norms

- ✓ Avoid assuming intent or motives.
- ✓ Commit to the shared success of the Authority.
- ✓ Govern as a body.
- ✓ Maintain an Authority perspective and balance it with individual city/county interests.
- ✓ Recognize the success of employees.
- ✓ Hold regular meetings between the General Manager and one-on-ones with Board members.
- ✓ Communicate effectively with the public.
- ✓ Respect the form of government.
- ✓ Avoid criticizing staff or each other in public; coach privately.
- ✓ Refrain from using technology during Board meetings.
- ✓ Approach the business of government in a professional manner.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Chris Lopez
County: Glenn Church, *Alt. Vice President*
Salinas: Anthony Rocha, *President*
Salinas: Andrew Sandoval
Salinas: Carla Viviana Gonzalez
Gonzales: Elizabeth Silva
Soledad: Ben Jimenez, Jr., *Vice President*
Greenfield: Angela Untalon
King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo
Salinas: Orlando Osornio
Gonzales: Scott Funk
Soledad: Maria Corralejo
Greenfield: Rachel Ortiz
King City: Vacant

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services in Spanish will be available in person and by logging in to Zoom.

Meeting ID: 856 3745 1606 | Passcode: 904439

APPROVAL OF AGENDA

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNCIL COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

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

CONSENT AGENDA:

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

1. [Minutes of the May 18, 2023 Meeting](#)
2. [April 2023 Claims and Financial Report](#)
3. [Member and Interagency Activities Report for May 2023](#)

4. [A Resolution Approving a Two \(2\) Year Professional Service Agreement with Advanced Chemical Transport, Inc. \(ACTenviro\) for Household Hazardous Waste Transportation and Disposal/Recycling](#)
5. [A Resolution Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Services Agreement with Blue Strike Environmental for SB 1383 Quarterly Organic Waste Sampling Services in an Amount of \\$26,500](#)
6. [A Resolution Approving a Professional Services Agreement to Sacramento Drilling Inc. for the Johnson Canyon Landfill Gas Well Drilling Services and Jolon Road Transfer Station Foundation Piers Drilling Project in the Amount of \\$75,520](#)
7. [A Resolution Approving a Revised Personnel Allocation, Senior Solid Waste Technician](#)
8. [A Resolution Approving the Amended and Restated Memorandum of Understanding with the Salinas Valley Recycles Field Operations Unit \(SVRFOU\) for Fiscal Years 2022-2023 through 2025-2026](#)
9. [A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2023, Changing the Executive Committee Meetings Location](#)

PRESENTATION

10. [UPDATE ON ASSEMBLY BILL 939 FEE ALLOCATIONS](#)

- A. Receive Report from Mandy Brooks, Resource Recovery Manager
- B. Board Questions
- C. Public Comment
- D. Board Discussion and Action | *Recommended Action – None; Informational Only*

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

12. Conference With Legal Counsel — Potential Significant Exposure to Litigation pursuant to paragraph (2) of **Government Code Section 54956.9(d)(2)**: (One case)

RECONVENE

ADJOURNMENT

Meeting Information

To observe the meeting, go to our YouTube channel at <https://www.youtube.com/user/svswa831>.

To participate virtually during the meeting and make a general comment or comments on a specific agenda item as an item is being heard, join the meeting through Zoom using the link below. Join with computer audio at:

<https://us02web.zoom.us/j/85637451606?pwd=Z0F5OWpFSHN2TmFITDJDemdVqVqUT09>.

When ready to make a public comment, click the Raise Hand icon.

To participate by telephone dial any of the numbers listed below and enter the meeting ID number and passcode:

+1 669 900 9128	+1 253 215 8782	+1 346 248 7799
+1 301 715 8592	+ 1 312 626 6799	+ 1 646 558 8656
Enter Meeting ID: 856 3745 1606 #		Passcode: 904439
To Raise your Hand press *9		To Mute and Unmute yourself press *6

Public comments may also be submitted via e-mail to the Clerk of the Board at comment@svswa.org. Comment must be received by 4 p.m. on Thursday, June 15, 2023 and should be limited to 250 words or less. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received via e-mail after 4 p.m. will be made part of the record if received prior to the end of the meeting. To assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the item number (i.e., Item No. 10).

This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 126 Sun St., Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on **Thursday, June 8, 2023**. The Salinas Valley Solid Waste

Authority Board will next meet in regular session on **Thursday, August 17, 2023**. Staff reports for the Authority Board meetings are available for review at: ► Salinas Valley Solid Waste Authority: 126 Sun Street, Salinas, CA 93901, Phone 831-775-3000 ► Web Site: www.salinavalleyrecycles.org. 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.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MAY 18, 2023**

117 Fourth Street, Gonzales, Ca 93926

CALL TO ORDER

President Rocha called the meeting to order at 6:02 p.m.

ROLL CALL**Board Directors**

City of Salinas	Anthony Rocha, <i>President</i>
City of Salinas	Andrew Sandoval (<i>arrived at 6:08 p.m.</i>)
City of Salinas	Carla Viviana Gonzales
City of Gonzales	Liz Silva
City of Soledad	Ben Jimenez, <i>Vice President</i>
City of Greenfield	Angela Untalon
County of Monterey	Luis Alejo, <i>Alternate (arrived at 6:05 p.m.)</i>

Absent

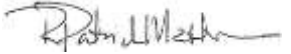
County of Monterey	Christopher M. Lopez
County of Monterey	Glenn Church, <i>Alternate Vice President</i>
City of King	Robert Cullen

Staff Member Present

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operations Manager (virtually)
Mandy Brooks, Resource Recovery Manager
Ray Hendricks, Finance and Administration Manager
Brian Kennedy, Engineering and Environmental Compliance Manager
Michelle E. Sassano, General Legal Counsel (virtually)
Erika J. Trujillo, Clerk of the Board

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

MEETING ANNOUNCEMENTS

(6:04) Clerk Trujillo announced in Spanish the availability of translation services via Zoom.

APPROVAL OF AGENDA (6:04)

Staff Comments: None

Board Discussion: None

Public Comment: None

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

Votes: Motion carried 8,0

Ayes: Gonzalez, Jimenez, Rocha, Silva, Untalon

Noes: None

Abstain: None

Absent: Cullen, Church, Lopez, Sandoval

GENERAL MANAGER/CAO COMMENTS

(6:05) General Manager/CAO Mathews commented on the following:

- The official moving day of the Administration Office is May 23.
- The status of the Request for Proposal for the Exclusive Franchise Agreement.

DEPARTMENT MANAGER COMMENTS

(6:05) Resource Recovery Manager Brooks commented on the upcoming clean up event in Soledad.

GENERAL LEGAL COUNCIL

(6:07) None

BOARD DIRECTOR COMMENTS

(6:07) None

PUBLIC COMMENT

(6:07) None

CONSENT AGENDA (6:08)

1. Minutes of the April 20, 2023 Meeting
2. March 2023 Claims and Financial Report
3. Member and Interagency Activities Report for April 2023
4. Tonnage and Diversion Report for the Quarter Ended March 31, 2023
5. Resolution No. 2023-36 Establishing the Investment Policy
6. Resolution No. 2023-37 Approving Amendment No. 2 to the Memorandum of Understanding (MOU) with the County of Monterey for Litter Abatement Services in the Amount of \$100,000 for Fiscal Years (FY) 2023-24 and 2024-25
7. Resolution No. 2023-38 Approving Amendment No 2. of the Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \$100,000
8. Resolution No. 2023-39 Authorizing the Execution of a Three-Year Professional Services Agreement with SCS Field Services in the Annual Amount of \$287,545 to Provide Routine Environmental Control Systems Operations and Maintenance Services
9. Resolution No. 2023-40 Awarding the Purchase of One Used 2017 310L John Deere Backhoe to United Rentals for an Amount of \$70,306.88
10. Resolution No. 2023-41 Awarding the Purchase of New Automatic Tarping Machines Systems to Southwestern Sales Co. for an Amount of \$132,910
11. Resolution No. 2023-42 Approving an Amended Agreement with George Amaral Ranches Inc. in the Amount of \$400,000 to Provide Water Service at the Johnson Canyon Landfill
12. Resolution No. 2023-43 Awarding the Purchase of One Used 2015 John Deere 210KEP Loader to Herc Rentals for an Amount of \$51,396.75
13. Resolution No. 2023-44 Awarding the Purchase of One Used 2019 Hitachi Excavator to Americ Machinery Corporation for an Amount of \$154,998.38 for the Johnson Canyon Landfill

Public Comment: None

Board Discussion: None

Motion: Director Jimenez made a motion to approve the consent items as presented. Director Silva seconded the motion.

Votes: Motion carried 6,0

Ayes: Alejo (Alt.), Gonzalez, Jimenez, Rocha, Silva, Untalon
Noes: None
Abstain: None
Absent: Church, Cullen, Lopez, Sandoval,

PRESENTATION

14. UPDATE ON ASSEMBLY BILL 939 FEE ALLOCATIONS

(6:09) Resource Recovery Manager Brooks provided a report on the AB 939 programs, and detailed the services encompassed, the total budget, and the allocations for each jurisdiction based on the previous three years of franchise landfill tonnages. She explained in detail the public outreach and education activities, providing multiple examples.

Public Comment: None

Board Discussion: The Board discussed the presentation. President Rocha requested the breakdown of the costs allocation by jurisdictions to be presented at the June meetings.

Motion: None; Information Only

FUTURE AGENDA ITEMS

15. AGENDA ITEM – VIEW AHEAD SCHEDULE

(6:39) The Board reviewed the future agenda items.

ADJOURNED

(6:40) President Rocha adjourned the meeting.

APPROVED: _____
Anthony Rocha, President

Attest: _____
Erika J. Trujillo, Clerk of the Board



Report to the Board of Directors

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

Date: June 15, 2023

From: C. Ray Hendricks, Finance and Administration Manager

Title: April 2023 Claims and Financial Reports

RECOMMENDATIONS

Staff requests that the Board of Director accept the April 2023 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of April for a summary of the Authority's financial position as of April 30, 2023. The following are highlights of the Authority's financial activity for the month of April.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of April 2023, operating revenues exceeded expenditures by \$689,273.

Revenues (Consolidated Statement of Revenues and Expenditures)

	April Budget	April Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,092,715	1,159,909	67,194	6.1%
Tipping Fees - Diverted Materials	310,199	286,391	(23,808)	-7.7%
Other Revenues	520,318	533,114	12,796	2.5%
Total Revenue	<u>1,923,232</u>	<u>1,979,414</u>	<u>56,182</u>	2.9%

Solid Waste revenues for April were \$67,194 or 6.1% over budgeted amounts. Diverted Material revenues for April were \$23,808 or 7.7% under budgeted amounts. April total revenue was \$1,979,414 or 2.9% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	11,118,845	11,979,335	860,490	7.7%
Tipping Fees - Diverted Materials	2,712,340	2,565,585	(146,755)	-5.4%
Other Revenues	5,714,983	6,054,509	339,526	5.9%
Total Revenue	<u>19,546,168</u>	<u>20,599,429</u>	<u>1,053,261</u>	5.4%

Solid Waste revenues year to date as of April were \$860,490 or 7.7% over budgeted amounts. Diverted Material revenues year to date as of April were \$146,755 or 5.4% under budgeted amounts. Year to date total revenue as of April was \$1,053,261 or 5.4% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2023 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$16,314,038. This is 76.1% of the operating budget of \$21,450,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of April 2023, capital project expenditures totaled \$200,932. \$70,000.00 was for the JC Equipment Replacement project. \$54,383 was for SB1383 Local Assistance Grant Program project. \$19,835 was for the Organics Program 2016-17. \$13,239 was for the CH Postclosure Maintenance Program.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2023 is attached for review and acceptance. April disbursements total \$1,372,605.04, of which \$581,383.82 was paid from the payroll checking account for payroll and payroll related benefits.

The following is a list of vendors paid more than \$50,000 during the month of April 2023.

Vendor	Services	Amount
California Department of Tax and Fee Administration	Monthly Quarterly Landfill Fee	\$141,826.00
Southern Counties Lubricants LLC.	Monthly All Sites Fuel & Biodiesel	\$87,678.50
Sean C. Musgrove	2017 International 4300 Dump Truck	\$70,000.00

Cash Balances

The Authority's cash position increased \$422,832.16 during April to \$35,030,776.46. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, cash for debt service payments are transferred in April. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations should improve the balance to a positive amount by the end of the fiscal year.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	5,025,723.58
Restricted for Pension Liabilities (115 Trust)	389,869.38
State & Federal Grants	265,558.25
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	91,507.42
Employee Unreimbursed Medical Claims	5,830.08

Committed by Board Policy:

AB939 Services	(131,356.78)
Undesignated Fund Balance	-
Designated for Capital Projects Reserve	3,581,124.98
Designated for Environmental Impairment Reserve	2,516,999.45
Designated for Operating Reserve	3,180,000.00
Expansion Fund (South Valley Revenues)	4,835,885.73

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	940,014.11
Lewis Road Post Closure	247,089.49
Jolon Road Post Closure	157,737.59
Johnson Canyon Post Closure	2,400,022.64
Capital Improvement Projects	11,458,996.26

Available for Operations:

65,774.28

Total

35,030,776.46

ATTACHMENTS

1. April 2023 Consolidated Statement of Revenues and Expenditures
2. April 2023 Consolidated Grant and CIP Expenditures Report
3. April 2023 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,532,700	1,159,909	11,979,335	88.5 %	1,553,365	0	1,553,365
Tipping Fees - Diverted Materials	3,287,200	286,391	2,565,585	78.0 %	721,615	0	721,615
AB939 Service Fee	3,633,000	302,750	3,027,500	83.3 %	605,500	0	605,500
Charges for Services	2,522,000	215,651	2,223,964	88.2 %	298,036	0	298,036
Sales of Materials	200,000	14,272	175,870	87.9 %	24,130	0	24,130
Gas Royalties	290,000	0	240,499	82.9 %	49,501	0	49,501
Investment Earnings	300,000	441	386,676	128.9 %	(86,676)	0	(86,676)
Total Revenue	23,764,900	1,979,414	20,599,430	86.7 %	3,165,470	0	3,165,470

Expense Summary

Executive Administration	544,600	36,769	381,650	70.1 %	162,950	1,620	161,330
Administrative Support	472,700	29,917	348,592	73.7 %	124,108	219	123,889
Human Resources Administration	293,900	15,341	187,843	63.9 %	106,057	1,111	104,946
Clerk of the Board	217,000	12,546	146,987	67.7 %	70,013	13	70,000
Finance Administration	974,700	88,700	712,569	73.1 %	262,131	6,373	255,758
Operations Administration	646,200	55,984	474,404	73.4 %	171,796	1,804	169,992
Resource Recovery	1,275,000	97,498	953,340	74.8 %	321,660	1,574	320,086
Marketing	75,600	0	7,228	9.6 %	68,372	67,500	872
Public Education	273,400	27,565	189,946	69.5 %	83,454	29,265	54,189
Household Hazardous Waste	771,400	46,827	494,397	64.1 %	277,003	44,634	232,369
C & D Diversion	128,900	5,441	31,016	24.1 %	97,884	0	97,884
Organics Diversion	2,243,800	24,957	1,149,245	51.2 %	1,094,555	837,614	256,941
Diversion Services	40,000	4,730	29,403	73.5 %	10,597	4,449	6,148
JR Transfer Station	762,400	55,682	574,665	75.4 %	187,735	3,811	183,925
JR Recycling Operations	194,600	10,873	130,182	66.9 %	64,418	0	64,418
SS Disposal Operations	166,200	0	166,122	100.0 %	78	0	78

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
SS Transfer Operations	164,800	0	164,768	100.0 %	32	0	32
SS Recycling Operations	116,200	0	116,155	100.0 %	45	0	45
ML Transportation Operations	1,903,600	157,404	1,482,257	77.9 %	421,343	22,690	398,653
ML Recycling Operations	559,000	42,360	421,303	75.4 %	137,697	18,052	119,645
JC Landfill Operations	3,778,500	366,248	2,907,408	76.9 %	871,092	181,543	689,549
JC Recycling Operations	636,800	59,363	435,466	68.4 %	201,334	13	201,321
Johnson Canyon ECS	512,900	32,282	345,260	67.3 %	167,640	45,182	122,459
Sun Street ECS	203,100	2,719	156,153	76.9 %	46,947	0	46,947
Debt Service - Interest	415,300	0	395,874	95.3 %	19,426	0	19,426
Debt Service - Principal	2,700,000	0	2,700,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	334,400	28,348	293,771	87.9 %	40,629	0	40,629
Cell Construction Set-Aside	1,045,000	88,587	918,033	87.9 %	126,967	0	126,967
Total Expense	21,450,000	1,290,141	16,314,038	76.1 %	5,135,962	1,267,465	3,868,497
Revenue Over/(Under) Expenses	2,314,900	689,273	4,285,392	185.1 %	(1,970,492)	(1,267,465)	(703,026)

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Post-Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	918,084	13,239	368,759	40.2 %	549,325	57,790	491,535
Total Fund 131 - Crazy Horse Post-Closure Fund	1,317,584	13,239	368,759	28.0 %	948,825	57,790	891,035
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9402 LR LFG Well Replacement	65,000	0	0	0.0 %	65,000	0	65,000
141 9403 LR Postclosure Maintenance	375,990	8,773	185,153	49.2 %	190,836	22,488	168,348
Total Fund 141 - Lewis Road Post-Closure Fund	440,990	8,773	185,153	42.0 %	255,836	22,488	233,348
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	398,915	1,818	235,063	58.9 %	163,851	7,634	156,217
Total Fund 161 - Jolon Road Post-Closure Fund	398,915	1,818	235,063	58.9 %	163,851	7,634	156,217
<u>Fund 211 - Grants</u>							
211 9228 Tire Amnesty 2021-22	38,482	0	12,895	33.5 %	25,587	261	25,326
211 9230 SB1383 Local Assistance Grant Proc	332,235	54,383	55,225	16.6 %	277,010	0	277,010
211 9258 Cal Recycle - 2020-21 CCPP	3,259	0	3,259	100.0 %	0	0	0
211 9261 Cal Recycle - 2021-22 CCPP	21,393	325	16,023	74.9 %	5,370	0	5,370
Total Fund 211 - Grants	395,369	54,708	87,401	22.1 %	307,968	261	307,706
<u>Fund 800 - Capital Improvement Projects Fund</u>							
800 9101 Equipment Replacement	0	0	0	0.0 %	0	0	0
800 9105 Concrete Grinding	29,614	0	0	0.0 %	29,614	0	29,614
800 9107 Scale House Software Upgrade	100,000	5,544	31,820	31.8 %	68,180	39,414	28,766
800 9108 Emergency Generators	59,515	0	36,217	60.9 %	23,299	0	23,299
800 9109 Organics Infrastructure Upgrades	3,000,000	0	0	0.0 %	3,000,000	0	3,000,000
800 9110 Administration Office Improvements	350,000	7,769	350,000	100.0 %	0	0	0
800 9214 Organics Program 2016-17	735,733	19,835	19,835	2.7 %	715,898	0	715,898

Salinas Valley Solid Waste Authority
Consolidated CIP Expenditure Report
For Period Ending April 30, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9222 Community-Based Social Marketing	50,000	0	50,000	100.0 %	0	0	0
800 9223 Outdoor Education Center	56,963	938	43,553	76.5 %	13,410	0	13,410
800 9501 JC LFG System Improvements	188,268	3,000	58,091	30.9 %	130,177	0	130,177
800 9505 JC Partial Closure	140,846	5,460	24,706	17.5 %	116,140	2,409	113,731
800 9506 JC Litter Control Barrier	79,625	0	0	0.0 %	79,625	0	79,625
800 9507 JC Corrective Action	250,070	0	0	0.0 %	250,070	40,320	209,750
800 9509 JC Groundwater Well	400,000	0	0	0.0 %	400,000	400,000	0
800 9526 JC Equipment Replacement	2,016,025	70,000	132,603	6.6 %	1,883,422	0	1,883,422
800 9527 JC Module Engineering and Constr	2,113,797	890	102,172	4.8 %	2,011,625	0	2,011,625
800 9528 Roadway Improvements	400,049	0	0	0.0 %	400,049	0	400,049
800 9601 JR Transfer Station Improvements	882,138	6,685	69,978	7.9 %	812,161	434,800	377,361
800 9602 JR Equipment Purchase	360,000	0	182,539	50.7 %	177,461	175,970	1,491
800 9603 JR Well Replacement	235,622	0	0	0.0 %	235,622	0	235,622
800 9701 MLTS Equipment Replacement	303,100	0	303,045	100.0 %	55	0	55
800 9703 SSTS Improvements and Cleanup	160,934	2,274	4,867	3.0 %	156,067	0	156,067
Total Fund 800 - Capital Improvement Project	11,912,300	122,395	1,409,426	11.8 %	10,502,874	1,092,913	9,409,961
Total CIP Expenditures	14,465,157	200,932	2,285,803	15.8 %	12,179,354	1,181,087	10,998,267

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
30987	ACP CONCRETE PUMPING INC JR Facility Improvements	4/6/2023	2,828.50	2,828.50
30988	AMERICAN SUPPLY CO. All Sites Janitorial Supplies	4/6/2023	525.30	525.30
30989	AmeriMark, Inc. Promotional supplies	4/6/2023	2,176.04	2,176.04
30990	AUTOZONE LLC. All Sites Facility Maintenance Supplies	4/6/2023	767.95	767.95
30991	**Void**	4/6/2023	-	-
30992	CALIFORNIA WATER SERVICE All Sites Water Service	4/6/2023	763.64	763.64
30993	CARLON'S FIRE EXTINGUISHER SALES & SERVICE Adm Equipment Maintenance JR Safety Supplies	4/6/2023	780.47 370.00	1,150.47
30994	CESAR ZUÑIGA ML Vehicle Maintenance	4/6/2023	1,000.00	1,000.00
30995	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. HHW Disposal Services & Supplies	4/6/2023	8,717.67	8,717.67
30996	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/6/2023	699.74	699.74
30997	COMPUTERSMITHS LLC DOT Consortium Annual Services	4/6/2023	1,500.00	1,500.00
30998	DANIEL F. BROTHERS INC 126 Office Lobby Window	4/6/2023	1,013.70	1,013.70
30999	EDGES ELECTRICAL GROUP, LLC 126 Electrical Supplies	4/6/2023	71.14	71.14
31000	ERNEST BELL D. JR All Sites Janitorial Services	4/6/2023	2,440.00	2,440.00
31001	FIRST ALARM Adm Bldg. Alarm Services 126 Alarm Services Install	4/6/2023	73.32 6,757.50	6,830.82
31002	FRESNO OXYGEN JC Equipment Maintenance	4/6/2023	569.96	569.96
31003	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance	4/6/2023	6,599.60	6,599.60

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
31004	GONZALES ACE HARDWARE All Sites Facility Maintenance	4/6/2023	118.56	118.56
31005	GONZALES IRRIGATION SYSTEMS, INC. JC Facility Maintenance	4/6/2023	168.28	168.28
31006	GONZALES MACHINE & FORGE, INC ML Vehicle Maintenance	4/6/2023	365.10	365.10
31007	GREEN RUBBER - KENNEDY AG, LP JR Maintenance Supplies RR Maintenance Supplies	4/6/2023	421.49 113.97	535.46
31008	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	4/6/2023	576.53	576.53
31009	HERC RENTALS INC. JC NPDES JR Equipment Rental	4/6/2023	1,096.78 319.16	1,415.94
31010	Jose Andrew Sandoval SDLA Conference	4/6/2023	452.75	452.75
31011	MISSION LINEN SUPPLY All Sites Uniforms	4/6/2023	410.80	410.80
31012	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	4/6/2023	1,614.00	1,614.00
31013	PINNACLE MEDICAL GROUP, Inc. A Professional Corporation HR Pre-employment Physical	4/6/2023	220.00	220.00
31014	PITNEY BOWES GLOBAL Adm Postage	4/6/2023	424.29	424.29
31015	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	4/6/2023	1,250.84	1,250.84
31016	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal Services	4/6/2023	1,332.45	1,332.45
31017	REPUBLIC SERVICES #471 ML Rent	4/6/2023	(16,234.17)	(16,234.17)
31017	REPUBLIC SERVICES #471 ML Rent	4/6/2023	16,234.17	16,234.17
31018	ROSSI BROS TIRE & AUTO SERVICE All Sites Vehicle Maintenance	4/6/2023	15,214.82	15,214.82
31019	**Void**	4/6/2023	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
31020	S. GRONER ASSOCIATES SGA Marketing Contract	4/6/2023	10,900.99	10,900.99
31021	SALINAS VALLEY CHAMBER OF COMMERCE Agency Membership	4/6/2023	1,250.00	1,250.00
31022	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	4/6/2023	150.00	150.00
31023	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	4/6/2023	44,152.63	44,152.63
31024	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	4/6/2023	11,271.25	11,271.25
31025	THE DON CHAPIN COMPANY, INC. ML Portable Toilet	4/6/2023	443.85	443.85
31026	USA TOWING Adm Equipment Maintenance	4/6/2023	85.00	85.00
31027	VALERIO VARELA JR ML Vehicle Maintenance	4/6/2023	675.00	675.00
31028	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	4/6/2023	2,365.00	2,365.00
31029	WESTERN EXTERMINATOR COMPANY JC Exterminator Services	4/6/2023	83.00	83.00
31030	WESTERN EXTERMINATOR COMPANY Adm Clerk Exterminator Services	4/6/2023	86.55	86.55
31031	A & G PUMPING, INC JR Portable Toilet	4/12/2023	281.75	281.75
31032	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/12/2023	95.00	95.00
31033	CLARK PEST CONTROL, INC Adm Exterminator Services	4/12/2023	108.00	108.00
31034	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/12/2023	1,432.49	1,432.49
31035	CUTTING EDGE SUPPLY JC Equipment Maintenance	4/12/2023	1,060.32	1,060.32
31036	DOUGLAS NOLAN School Assembly Program	4/12/2023	2,000.00	2,000.00
31037	EDGES ELECTRICAL GROUP, LLC 126 Office Electrical Supplies	4/12/2023	1,877.80	1,877.80

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
31038	Elevator Service Co. of Central California Inc. Common Area Maintenance	4/12/2023	190.00	190.00
31039	ENVIRO WORLD CORP 60 backyard compost bins	4/12/2023	3,474.00	3,474.00
31040	FIRST ALARM All Sites Alarm Services	4/12/2023	3,891.80	3,891.80
31041	FRESNO OXYGEN JC Equipment Maintenance	4/12/2023	235.93	235.93
31042	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/12/2023	31.75	31.75
31043	GONZALES ACE HARDWARE All Sites Vehicle Maintenance	4/12/2023	339.85	339.85
31044	GONZALES TIRE & AUTO SUPPLY All Sites Vehicle Maintenance	4/12/2023	946.98	946.98
31045	**Void**	4/12/2023	-	-
31046	GRAINGER All Sites Facility Maintenance	4/12/2023	1,170.59	1,170.59
31047	GREEN RUBBER - KENNEDY AG, LP JR Facility Maintenance	4/12/2023	85.06	85.06
31048	GUERITO JC Facility Maintenance	4/12/2023	1,072.00	1,072.00
31049	HOME DEPOT All Sites Facility Maintenance Supplies	4/12/2023	7,316.44	7,316.44
31050	**Void**	4/12/2023	-	-
31051	**Void**	4/12/2023	-	-
31052	**Void**	4/12/2023	-	-
31053	HOPE SERVICES JC Litter Abatement	4/12/2023	12,301.20	12,301.20
31054	INFINITY STAFFING SERVICES, INC. JC & JR Contract Labor	4/12/2023	2,952.90	2,952.90
31055	JESUS GUIDO Building Raised Beds and Irrigation System	4/12/2023	6,320.00	6,320.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
31056	Maestro Health FSA Service Fee	4/12/2023	150.00	150.00
31057	MISSION LINEN SUPPLY All Sites Uniforms	4/12/2023	380.80	380.80
31058	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	4/12/2023	323.90	323.90
31059	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	4/12/2023	271.68	271.68
31060	ONHOLD EXPERIENCE Adm Telephone Hold Service	4/12/2023	207.00	207.00
31061	O'REILLY AUTOMOTIVE STORES, INC. JC Vehicle Maintenance	4/12/2023	499.40	499.40
31062	PACE ANALYTICAL SERVICES, LLC LR Water Analysis	4/12/2023	212.37	212.37
31063	PACIFIC CREST ENGINEERING INC JC Engineering Consulting	4/12/2023	3,072.50	3,072.50
31064	PITNEY BOWES GLOBAL Adm Postage	4/12/2023	35.00	35.00
31065	PROBUILD COMPANY LLC Adm Office Equipment	4/12/2023	42.86	42.86
31066	PURE WATER BOTTLING All Sites Water Service	4/12/2023	389.02	389.02
31067	QUINN COMPANY JR Equipment Maintenance	4/12/2023	199.53	199.53
31068	Ruth Maria Milla-Leon 126 Rekey Locks	4/12/2023	5,207.32	5,207.32
31069	SAFE HEARING AMERICA, INC. Audiometric Hearing Exams	4/12/2023	1,799.10	1,799.10
31070	SALINAS NEWSPAPERS, INC. Notice of Public Hearing	4/12/2023	383.10	383.10
31071	SCS FIELD SERVICES All Sites Non-Routine Services All Sites Remote Monitoring All Sites Routine Engineering Services	4/12/2023	2,018.42 925.00 24,767.42	27,710.84
31072	**Void**	4/12/2023	-	-

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
31073	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Conf Registration	4/12/2023	899.00	899.00
31074	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Conf Registration	4/12/2023	899.00	899.00
31075	Southern Counties Oil Co., a CA Limited Partnership JR Biodiesel Fuel	4/12/2023	4,687.90	4,687.90
31076	SPECIALTY DISTRIBUTORS INC. JC Maintenance Supplies	4/12/2023	215.08	215.08
31077	STERICYCLE, INC Adm Shredding Services	4/12/2023	115.66	115.66
31078	TELCO BUSINESS SOLUTIONS Monthly Network Support	4/12/2023	274.20	274.20
31079	TODD V. RAMEY JC Consulting Engineering	4/12/2023	2,387.00	2,387.00
31080	TOYOTA MATERIAL HANDLING HHW Equipment Maintenance	4/12/2023	1,122.33	1,122.33
31081	TRI-COUNTY FIRE PROTECTION, INC. ML Safety Supplies	4/12/2023	119.92	119.92
31082	USA TOWING RR Vehicle Maintenance	4/12/2023	95.00	95.00
31083	VALERIO VARELA JR JR TS Vehicle Maintenance	4/12/2023	10,500.00	10,500.00
31084	VALLEY FABRICATION, INC. JC Facility Maintenance	4/12/2023	1,133.03	1,133.03
31085	VOSTI'S INC All Sites Vehicle Maintenance Supplies	4/12/2023	258.03	258.03
31086	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	4/12/2023	2,365.00	2,365.00
31087	AT&T SERVICES INC HHW Telephone Service	4/19/2023	74.54	74.54
31088	BLUE STRIKE ENVIRONMENTAL 1383 Edible Food Recovery 1383 Quarterly Organics Sampling SB1383 LAGP EFR Coordination SB1383 LAGP EFR Project Coordination	4/19/2023	6,026.08 6,072.46 19,156.95 4,506.00	35,761.49
31089	California Department of Tax and Fee Administration Quarterly BOE Landfill Fee	4/19/2023	70,913.00	70,913.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
31090	CITY OF GONZALES Monthly Hosting Fees	4/19/2023	20,833.33	20,833.33
31091	CORE & MAIN LP JC Facility Installation	4/19/2023	19,835.42	19,835.42
31092	CUTTING EDGE SUPPLY JC Equipment Maintenance	4/19/2023	2,373.86	2,373.86
31093	EDUARDO ARROYO 126 Offices Remodel	4/19/2023	20,725.00	20,725.00
31094	ENRIQUE CARRILLO JR. All Sites Vehicle Maintenance	4/19/2023	8,347.27	8,347.27
31095	Fabian Orejel SWANA Per Diem	4/19/2023	271.00	271.00
31096	FRANCHISE TAX BOARD 04.14.23 DM FTB - Enrique Carrillo	4/19/2023	2,782.42	2,782.42
31097	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment Maintenance	4/19/2023	835.83	835.83
31098	GONZALES ACE HARDWARE JC Vehicle Maintenance	4/19/2023	7.17	7.17
31099	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	4/19/2023	1,083.98	1,083.98
31100	GUILLERMINA GUTIERREZ JC Garden Supplies	4/19/2023	103.72	103.72
31101	HOPE SERVICES JC Litter Abatement	4/19/2023	11,102.50	11,102.50
31102	KB Farms LLC Refund Credit Balance	4/19/2023	176.78	176.78
31103	KING CITY HARDWARE INC. JR Facility Maintenance	4/19/2023	37.15	37.15
31104	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	4/19/2023	325.00	325.00
31105	MISSION LINEN SUPPLY All Sites Uniforms	4/19/2023	305.07	305.07
31106	ODP BUSINESS SOLUTIONS, LLC Adm & JC Office Supplies	4/19/2023	482.59	482.59
31107	Paul Olivas SWANA Conference	4/19/2023	271.00	271.00

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
31108	PENINSULA MESSENGER LLC All Sites Courier Service	4/19/2023	1,089.00	1,089.00
31109	River Valley Farms Refund Credit Balance	4/19/2023	502.31	502.31
31110	ROSSI BROS TIRE & AUTO SERVICE All Sites Vehicle Maintenance	4/19/2023	6,136.40	6,136.40
31111	**Void**	4/19/2023	-	-
31112	**Void**	4/19/2023	-	-
31113	SALINAS CITY ELEMENTARY SCHOOL DISTRICT Refund Credit Balance	4/19/2023	11.00	11.00
31114	SCS ENGINEERS JC Engineering Services	4/19/2023	7,500.00	7,500.00
31115	SCS FIELD SERVICES JC Non-Routine Engineering Services	4/19/2023	408.38	408.38
31116	SPECIALTY DISTRIBUTORS INC. All Sites Vehicle Maintenance Supplies	4/19/2023	462.02	462.02
31117	Tommys Glass Refund Credit Balance	4/19/2023	118.01	118.01
31118	VOSTI'S INC JC Equipment Maintenance	4/19/2023	152.56	152.56
31119	WHITE CAP, L.P. JC Vehicle Maintenance	4/19/2023	273.11	273.11
31120	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	4/19/2023	2,723.77	2,723.77
31121	VOID	4/25/2023	-	-
31122	SEAN C. MUSGROVE 2017 International 4300 Dump Truck	4/25/2023	70,000.00	70,000.00
31123	ALESHIRE & WYNDER, LLP Monthly Legal Services	4/27/2023	8,633.30	8,633.30
31124	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/27/2023	95.00	95.00
31125	AT&T SERVICES INC JC Telephone Service	4/27/2023	49.84	49.84

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
31126	CITY OF GONZALES JC Water Service	4/27/2023	137.81	137.81
31127	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/27/2023	1,395.69	1,395.69
31128	CUTTING EDGE SUPPLY JC Equipment Maintenance	4/27/2023	1,050.95	1,050.95
31129	EAST BAY TIRE CO. JC Vehicle Maintenance	4/27/2023	1,732.80	1,732.80
31130	FEDEX Ops Adm overnight Shipments	4/27/2023	90.25	90.25
31131	FLEETMATICS, USA HOLDINGS, INC. JR Vehicle Maintenance	4/27/2023	35.00	35.00
31132	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance	4/27/2023	5,254.10	5,254.10
31133	GONZALES ACE HARDWARE JC Facility Maintenance	4/27/2023	25.53	25.53
31134	GRAINGER All Sites Maintenance Supplies	4/27/2023	289.87	289.87
31135	GREEN RUBBER - KENNEDY AG, LP All Sites Facility Maintenance	4/27/2023	85.13	85.13
31136	GUARDIAN SAFETY AND SUPPLY, LLC All Sites Safety Supplies	4/27/2023	968.21	968.21
31137	INFINITY STAFFING SERVICES, INC. JC Contract Labor	4/27/2023	1,046.78	1,046.78
31138	JT HOSE & FITTINGS All Sites Equipment Maintenance	4/27/2023	2,500.33	2,500.33
31139	KING CITY HARDWARE INC. JR Facility Maintenance	4/27/2023	45.65	45.65
31140	MARK E. FETZER Hazwoper Refresher Training	4/27/2023	1,800.00	1,800.00
31141	MISSION LINEN SUPPLY All Sites Uniforms	4/27/2023	519.00	519.00
31142	MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT CAREIT Subscription	4/27/2023	30,720.00	30,720.00
31143	NEU-SCAPES, INC. Jardin El Sol Maintenance	4/27/2023	200.00	200.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023


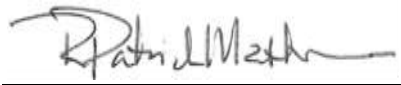
Check #	Name	Check Date	Amount	Check Total
31144	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	4/27/2023	386.50	386.50
31145	PACE ANALYTICAL SERVICES, LLC All Sites Lab Water Analysis	4/27/2023	948.60	948.60
31146	PRICILLIA RODRIGUEZ JR Hauling Services	4/27/2023	520.44	520.44
31147	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	4/27/2023	2,932.98	2,932.98
31148	RAMON N VALLEJO HR Livescan	4/27/2023	57.00	57.00
31149	SAFETEQUIP JC Facility Maintenance Supplies JC Safety Supplies	4/27/2023	224.39 171.10	395.49
31150	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	4/27/2023	6,253.06	6,253.06
31151	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/27/2023	43,525.87	43,525.87
31152	SOUTHERN TIRE MART LLC JC Equipment Maintenance	4/27/2023	1,825.04	1,825.04
31153	VERIZON WIRELESS SERVICES Monthly Internet Service	4/27/2023	183.92	183.92
31154	WHITE CAP, L.P. JC Facility Maintenance	4/27/2023	294.96	294.96
23-00543-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	4/6/2023	14,781.06	14,781.06
23-00547-DFT	REPUBLIC SERVICES #471 ML Rent	4/24/2023	16,234.17	16,234.17
23-00548-DFT	US BANK CORPORATE PAYMENT SYSTEM Indeed: Ops Job Advertisement Amazon: JC Facility Maintenance Harbor Freight: ML Supplies Amazon: JRTS Facility Maintenance Amazon: Lights Return Fred Pryor: HR Training Doodle: Ex Admin Supplies Amazon: JC Facility Maintenance Amazon: JC Facility Maintenance Amazon: JC Facility Maintenance Wolverine: Ops Admin Safety Supplies Vista Print: Admin Support Supplies Amazon: JC Facility Maintenance Amazon: JC Facility Maintenance	4/12/2023	225.00 775.76 327.74 387.88 (43.68) 299.00 83.40 161.61 104.75 29.88 166.06 43.27 655.08 204.71	

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
	Hertz: CSDA Leadership		(171.99)	
	Amazon: JC Safety Supplies		55.96	
	Costco: Replacement Scalehouse Computers (5)		5,544.33	
	Mikes Pizza: Credit Memo		(80.60)	
	Experian: Credit Reports		238.95	
	Intermedia: Monthly Email Server		440.40	
	Amazon: JC Equipment Maintenance		797.35	
	Amazon: Admin Office Supplies		15.16	
	Delta Air: SWANA SOAR Conference		922.10	
	B & H Photo: BD Meeting Supplies		76.45	
	AT&T: JC Internet Services		113.23	
	AT&T: Finance Internet Services		43.23	
	Amazon: JC Facility Maintenance		270.28	
	Arcmate: JC Facility Maintenance		455.75	
	Homewood Suites: CSDA Leadership Conference		815.48	
	Holiday Inn: Ops Admin Meeting		181.57	
	Amazon: JC Facility Maintenance		375.98	
	Amazon: JC Scale Supplies		141.98	
	Captus Press: MOLO Testing		250.00	
	Amazon: JC Facility Maintenance		217.66	
	Amazon: Admin Support Supplies		17.47	
	Laz Parking: Admin Retreat Parking		11.25	
	Ubiquiti: 126 Sun St Supplies		121.65	
	USPS: Admin Postage		12.90	
	Amazon: JC Facility Maintenance		221.68	
	Amazon: JC Safety Supplies		16.38	
	Amazon: JC Facility Maintenance		107.70	
	SP Utility Pro: MLTS Safety Supplies		57.98	
	FilterWater: CH Supplies		458.00	
	Perfect Water: CH Facility Supplies		220.61	
	Ariat: RR Safety Supplies		648.72	
	Amazon: JR Safety Supplies		65.54	
	Webstaurant Store: All Sites Safety Supplies		50.95	
	Delta Air: SWANA SOAR Conference		9.99	
	Amazon: 126 Sun St Supplies		27.30	
	Smart & Final: Credit Memo		(38.98)	
	Constant Contact: RR Public Outreach		243.00	
	Amazon: JC Facility Supplies		240.26	
	Amazon: JC Facility Maintenance		150.84	
	Amazon: JC Facility Maintenance		497.78	
	Amazon: JC Facility Maintenance		126.36	
	Amazon: JC Facility Maintenance		192.87	
	Amazon: JC Facility Maintenance		560.29	
	Amazon: 126 Sun St Supplies		653.43	
	Costco: Admin Supplies		837.00	
	Amazon: JC Facility Maintenance		1,163.64	
	Soledad Tire: Ops Admin Vehicle		392.19	
	Amazon: JC Safety Supplies		49.47	
	Strong Arm Store: ML Transport Supplies		234.60	
	Amazon: JC Facility Maintenance		323.24	
	Amazon: JC Facility Maintenance		242.38	
	Amazon: Ops Admin Vehicle		154.51	
	Amazon: 126 Sun St Supplies		16.33	
	Zoom: Online Meetings		151.16	
				22,362.22

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2023 to 4/30/2023

Check #	Name	Check Date	Amount	Check Total
23-00570-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	4/27/2023	16,984.88	16,984.88
23-00574-DFT	PACIFIC GAS AND ELECTRIC COMPANY Monthly CNG Fuel	4/20/2023	3,565.06	3,565.06
23-00575-DFT	California Department of Tax and Fee Administration Quarterly BOE Landfill Fee	4/24/2023	70,913.00	70,913.00
Total:				791,221.22
Payroll Disbursements				<u>581,383.82</u>
Grand Total				<u>1,372,605.04</u>

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 3</p>
<p>Date: June 15, 2023</p> <p>From: Mandy Brooks, Resource Recovery Manager</p> <p>Title: Member and Interagency Activities Report for May 2023</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>Authority General Counsel</p>

RECOMMENDATION

Staff recommends that the Board accept this item. The report is intended to keep the Board apprised of activities and communications with member agencies and regulators.

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from its recent Strategic Planning Goal setting process.

- High-quality Community Engagement: Continue to deliver the public education strategy.

The Authority provides a wide array of recycling and waste recovery services and programs to the public including local businesses, schools, multifamily complexes and participates in numerous community events and cleanups. Providing monthly reports highlighting these activities ensures that the strategic goal is being met.

FISCAL IMPACT

This agenda item is a routine operational item and does not have a direct budget impact.

DISCUSSION & ANALYSIS

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

Johnson Canyon Landfill & Composting Facility: The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on May 24. No violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: The monthly inspection for Jolon Road Transfer Station was conducted on May 19. No violations or areas of concern were noted during the inspection.

Sun Street Transfer Station (closed): The monthly inspection for the Sun St Transfer Station was conducted on May 24. No violations were noted but an area of concern was noted to address some standing water and overgrown weeds during the inspection.

Closed Landfills: The quarterly inspections for Crazy Horse Landfill and Lewis Road Landfill were conducted on May 24. No violations or areas of concern were observed at either facility during the inspections.

Gonzales Clothing Closet

The Clothing Closet continues to be open Tuesdays - Thursdays from 3:00pm to 5:00pm.

CY 2023	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
April 2023	8	82.5	758	45	202
May 2023	3	60	847	37	178
June 2023	-	-	-	-	-
Q2 2023 TOTALS *(AVG)	5.5 (avg)	142.5	1,605	82	380

Clean Up Events

The 2023 community cleanup schedule for the south county cities and county areas are listed below. City of Salinas District Cleanups will be added once the schedule has been finalized. One cleanup event occurred in May with results in table below. The Salinas/Republic April event results will be provided next month.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (SVR)	Diversion %
April 22	Salinas	Republic	TBD	TBD	n/a	TBD
May 20	Soledad	TCD/ SHS - NJROTC	9.7	11.2	1,253 lbs	54%

FY 22-23 Current & Future Events with SVR Staff Participation

Gonzales:	06/24/23 7/18 – 7/20 10/21/23	Community Cleanup & ABOP Event, Fairview Middle School Youth Council Training, Johnson Canyon Landfill & Ed Center Community Cleanup & ABOP Event, Fairview Middle School
Greenfield:	10/07/23	Community Cleanup & ABOP Event, Public Works Yard
King City:	06/01/23 06/07/23 06/17/23 06/24/23 10/14/23 10/14/23	Food Scraps & Recycling Presentations, King City Rec Center Food Scrap Outreach, Multifamily Complexes: No. 3 rd St, etc. Community Cleanup & ABOP Event, SV Fairgrounds Composting Workshop & Give Away Event, SV Fairgrounds Community Cleanup Event, SV Fairgrounds Mobile HHW Collection Event, SV Fairgrounds
Salinas:	06/10/23 06/13/23 06/22/23 06/24/23 07/29/23 08/19/23 09/30/23 10/21/23 11/04/23	Community Cleanup Event, Salinas Airport Virtual Trainings: Food Scraps Recycling for MF Properties, Zoom Virtual Trainings: Food Scraps Recycling for MF Properties, Zoom District 2 Cleanup, Location TBD District 5 Cleanup, Location TBD District 3 Cleanup, Location TBD District 1 Cleanup, Location TBD District 6 Cleanup, Location TBD District 4 Cleanup, Location TBD
Soledad:	09/23/23	Community Cleanup & ABOP Event, High School


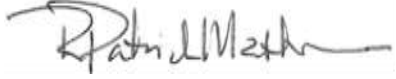
Mo. Co.:	07/15/23	Aromas Community Cleanup & ABOP Event
	08/12/23	San Ardo Community Cleanup & ABOP Event
	09/09/23	Prunedale Community Cleanup & ABOP Event
	09/16/23	Lockwood Mobile HHW Collection Event, San Antonio School
	11/04/23	Pajaro Community Cleanup & ABOP Event, Union Pacific Yard
	11/04/23	Pajaro Mobile HHW Collection Event

Out of District: 6/10/23 Booth at MST Transit Fair, Marina

BACKGROUND

Established in November 2014 as part of the FY 14-15 Strategic Plan 3-year goal to increase public access, involvement, and awareness of Salinas Valley Recycles activities, the monthly report keeps the Board apprised of communications with member agencies and regulators. In addition, the report has evolved over the years to also include a current and future event list to inform Board members and the public of community events and cleanups occurring in each member agency's service area.

ATTACHMENT(S) None

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 4</p>
<p>Date: June 15, 2023</p> <p>From: Cesar Zuñiga, Assistant General Manager / Operations Manager</p> <p>Title: A Resolution Approving a Two (2) Year Professional Service Agreement with Advanced Chemical Transport, Inc (ACTEnviro) for Household Hazardous Waste Transportation and Disposal/Recycling</p>	<p>N/A</p> <p>Finance and Administration Manager/ Controller/Treasurer</p> <p></p> <p>General Manager/CAO</p> <p><i>R. Santos by E.T.</i></p> <p>Authority General Counsel</p>

RECOMMENDATION

Staff recommends that the Board adopt the resolution authorizing a two (2) year Professional Service Agreement with Advanced Chemical Transport, Inc (ACTEnviro) for Household Hazardous Waste Transportation and Disposal / Recycling with up to three (3) one (1) year optional extensions.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion, as well as a mandate of California State Law AB939 which requires local jurisdictions to have a program for the proper disposal of Household Hazardous Waste to prevent the materials from being disposed in the landfill and protect Authority workers.

FISCAL IMPACT

The household hazardous waste collection program represents 18.8% of the AB 939 Services budget. In FY 2019-20, the Authority paid \$216,796 for HHW disposal costs and \$214,515 in fiscal year 2021-22 budget. The proposals received are much higher due to increases seen across the industry over the past few years. The HHW disposal and supplies budget for Fiscal Year 2023-24 is \$230,000. Due to much higher rates received in the proposals staff will need to come back to the Board for a mid-year adjustment in January 2024. Staff expect the cost of transport and disposal to increase between \$50,000 to \$75,000. Staff will have a better understanding of expenses once a full year of information from our new operations at Madison Lane is obtained.

DISCUSSION & ANALYSIS

Staff initially look to provide the current vendor Clean Earth with a one (1) year extension to their existing agreement which was about to complete its initial two (2) year term. Upon notifying Clean Earth of the potential extension, they notified the Authority that rates had increased dramatically over the course of the past two (2) years. They notified the Authority rates would increase for most commodities processed between twenty (20) percent to two hundred (200) percent. Upon receiving the

potential new rates staff felt it would be best not to provide an extension and go out to bid to ensure the agency completed its due diligence and receives the best rates available from all vendors.

A Request for Proposals (RFP) was released on May 23, 2023, with Clean Earth and ACT Enviro responding to the RFP. Both firms are well established in transportation and the processing of hazardous waste. Overall, both vendors offered much higher rates than we currently have in place. The increases are due to high inflation, overall increases seen since 2020, increase labor and fuel cost. The two proposals are comparable with one vendor offering some items lower than the other and vice versa. Upon comparing rates and using the proposed rates on a sample current year invoice the bidders were within a few hundred dollars of each other. Overall staff is recommending awarding the contract to ACT Enviro out of San Jose, CA. Their proposal was very similar to Clean Earth, and they have a team that's made up of staff who are familiar with SVSWA operations. They have a solid safety record and several facilities to ensure proper processing of our hazardous waste materials.

BACKGROUND

The Authority fulfills each member cities and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. We are the sole collector in the Salinas Valley except for the used oil program offered by Monterey County, which is grant funded. The collection HHW facility served over 7,800 customers in FY 21-22 and recycled and/or processed an average of 111,515 lbs. each month of HHW materials. Additionally, there are collection stations for antifreeze, batteries, oil and paint (ABOPs) at the Johnson Canyon Landfill and Jolon Road Transfer Station, along with providing mobile collection at our member agencies clean up event throughout the year.

ATTACHMENTS

1. Resolution
2. Exhibit A – Professional Services Agreement
3. Exhibit B - Proposal

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO (2) YEAR PROFESSIONAL SERVICE AGREEMENT WITH ADVANCED CHEMICAL TRANSPORT, INC. FOR HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL/RECYCLING

WHEREAS, the Authority provides its member cities Household Hazardous Waste collection and disposal services as required by AB939; and,

WHEREAS, on May 23, 2023, a Request for Proposals was released for HHW Disposal and Transportation Services; and,

WHEREAS, staff is completed its due diligence of ensuring the Authority received the best overall processing and disposal rates available for Household Hazardous Waste; and,

WHEREAS, staff recommends the board authorizes a two (2) year contract to Advanced Chemical Transport, Inc. for Transportation and Disposal/Recycling of household hazardous waste.

NOW THEREFOR, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/Chief Administrative Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a two (2) year Professional Service Agreement with Advanced Chemical Transport, Inc. for Transportation and Disposal/Recycling of Household Hazardous Waste, with up to three (3) one (1) year optional extensions.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 15th of June 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
ADVANCED CHEMICAL TRANSPORT, INC.**

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 15th day of June 2023 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Advance Chemical Transport, Inc., (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 126 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.6 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference.

2.2 Invoices. Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@svswa.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this

Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against

the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2025, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional three (3), one (1) year extensions at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Marc Winkler is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

4.2 Project Manager. Cesar Zuniga, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents

(“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of N/A (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.5 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.6 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages),

and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of Authority Officers and Employees. No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 126 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's

consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which

said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

AUTHORITY:

**SALINAS VALLEY SOLID WASTE
AUTHORITY**, a California Joint Powers
Authority

R. Patrick Mathews, General Manager/CAO

ATTEST:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

CONSULTANT:

**ADVANCED CHEMICAL
TRANSPORT, INC.**
dba: ACTenviro

By: _____
Name: Marc Winkler
Title: HHW Program Manager

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Attachment No. 1.**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Not applicable.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Attachment No. 1**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with Section 3.4 of this agreement.**



Request for Proposals for Transportation and Disposal of Household Hazardous Waste Services



Bid Due: June 06, 2023

Presented To: Salinas Valley Solid Waste Authority
SalinasValleyRecycles.org
Attention: Erika Trujillo, Clerk of the Board
Email: bids@svswa.org
128 Sun Street, Suite 101
Salinas, California 93901
Tel: 831-775-3000
Fax: 831-755-1322
www.svswa.org

Presented By: Advanced Chemical Transport, Inc.
San Jose Corporate Branch
967 Mabury Rd.
San Jose, California 95133
Tel: 408-548-5050
Fax: 408-548-5052
24-Hr Emergency Hotline:
1-866-348-2800
www.actenviro.com



June 06, 2023

Salinas Valley Solid Waste Authority
SalinasValleyRecycling.org
Attn: Erika Trujillo, Clerk of the Board
Email: bids@svswa.org
128 Sun Street, Suite 101
Salinas, California 93901
Tel: 831-775-3000
Fax: 831-755-1322
www.svswa.org

Re: Request for Proposals (RFP) for HHW Transportation, Recycling, and Disposal Services

Dear Ms. Erika Trujillo,

It is Advanced Chemical Transport, Inc.'s (dba ACTenviro) privilege to present our submittal to the Salinas Valley Solid Waste Authority (herein after referred to as the "Authority") for the Transportation and Disposal of Household Hazardous Waste Services RFP, due June 06, 2023, 2:00 PM PDT.

Demonstrated throughout our proposal – you will find ACTenviro's experience, qualifications, and work plan for meeting, and hopefully exceeding, the Authority's HHW waste transportation and disposal program goals.

For over twenty-one (21) years ACTenviro has provided exemplary environmental waste solutions to HHW Customers of similar size, scope, and scale being sought by the Authority, ranging from City and County residents to small and medium sized businesses, large corporations, and municipalities alike operating in the West.

ACTenviro will support the Authority's program from our Corporate San Jose Service Branch and 10-Day Waste Transfer Station and will ensure that the Authority has access to any additional support needed.

ACTenviro Main Service Branch Serving the Authority's HHW Services Program:
967 Mabury Rd.
San Jose, CA 95133
Main: 408-548-5050
Fax: 408-548-5052

We appreciate the opportunity to submit our proposal. If you have questions or require further information, please don't hesitate to contact myself or **Marc Winkler, HHW Program Manager**. We look forward to earning your business.

A handwritten signature in black ink, appearing to read "Shawn Ball".

Shawn Ball, Vice President
949-607-6379 Mobile
SBall@actenviro.com

cc: Marc Winkler, HHW Program Manager | (916) 693-4496 | MWinkler@actenviro.com

The undersigned certifies that all statements in the Proposal are true and correct; and that any materially false statement contained in this proposal shall entitle the SVSW Authority to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.



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INTRODUCTION - OVERVIEW AND COMPANY HISTORY

All work performed by ACTenviro resulting from this contract will be in strict compliance to Local, State, and Federal rules and regulations, with special emphasis placed on safety and protection of the environment.

ACTenviro has a strong local presence and is able to provide the staffing and equipment required to support the Authority's program goals.

ACTenviro Company Profile:

Years in Business: 23 years

Business Type: S-Corporation

Incorporation: Advanced Chemical Transport (dba ACTenviro) - incorporated in California 03/27/2000.

Years in HHW Collection in California: 20 years

Membership and Affiliation: ACTenviro memberships, affiliations and licenses include CHWMEG, State Contractors Licensing Board, BAESG, American Society of Safety Engineers and the American Industrial Hygiene Association. Local memberships include Environmental Professionals of Arizona (EPAZ), Southern Arizona Environmental Management Association (SAEMS), and North American Hazardous Materials Management Association (NAHMMA) and Biocom.

Revenue: in excess of \$171 million in 2022 with a goal of exceeding \$176 million in 2023. (Financial statements provided upon request.)

QUALIFICATIONS

ACTenviro is a privately held employee owned organization, founded in 2000 and built on the quality and investment of our people, equipment, permitted facilities, and cutting edge technology. Our firm employs a highly qualified technical staff of Chemists, Technicians, Drivers, Equipment Operators, Supervisors, Foremen, Project Managers and Compliance/Health & Safety Specialists who enjoy coming to work every day. To make every experience positive for our Customers we ensure the highest level of service possible.

Here is a recent video one of our vendors filmed on us as an illustration of our core value of Customer Commitment. It showcases our unceasing dedication to keep our information systems state-of-the-art. <https://youtu.be/aQBwpdtxvyA>

ACTenviro has a 95% Customer retention rate for a reason. Our goal is simple: to serve our Customers (and their clientele) with utmost respect at all times, answer their needs in a fast, simple, efficient and compliant manner – all the while ensuring our Customers receive the highest quality service available.



ACTenviro has a strong presence in the western United States, growing east toward the Gulf. ACTenviro employs over 503 employees and possesses a fleet of over 260 fully licensed hazardous waste transportation service vehicles.

ACTenviro has fourteen (14) service centers which are permitted 10-day transfer stations; one (1) fully permitted Subtitle C Haz Waste TSDF in Albuquerque, NM, and two (2) licensed Medical Waste Treatment Units residing in the State of California.

ACTenviro Service Center Locations:

California:

San Jose (Headquarters)

967 Mabury Road
San Jose, CA 95133
P: (408) 548-5050
F: (408) 548-5052

Los Angeles

13722 Carmenita Road
Santa Fe Springs, CA 90670
P: (714) 545-2191
F: (714) 545-2287

Portland - Oregon

13600 SE Ambler Road
Clackamas, OR 97015
P: (971) 279-6780
F: N/A

Albuquerque

203 Murray Road SE
Albuquerque, NM 87105
P: (505) 349-5220
F: (505) 445-9401

ACTreatment (TSDF)

6137 Edith Blvd. NE
Albuquerque, NM 87107
P: (505) 349-5220
F: (505) 344-7986

Sacramento

4 Wayne Court, Bldg. 9
Sacramento, CA. 95829
P: (916) 299-4228
F: (916) 233-2228

Inland Empire - Redlands

600 Iowa Street
Redlands, CA 92373
P: (909) 406-4400
F: (909) 406-4401

Seattle - Washington

2923 S J Street
Tacoma, WA 98409
P: (253) 357-5200
F: N/A

Spokane - Washington

1809 E Houston Ave.
Spokane, WA 99217
P: (509) 503-1301
F: N/A

Central Valley

265 Riggs Avenue
Merced, CA 95341
P: (209) 722-4288
F: (209) 722-8228

San Diego

2010 W. Mission Road
Escondido, CA 92029
P: (760) 489-5600
F: (760) 489-5625

Denver - Colorado

4295 Kearney Street
Denver, CO 80216
P: (720) 386-2900
F: N/A






Chaparral, NM

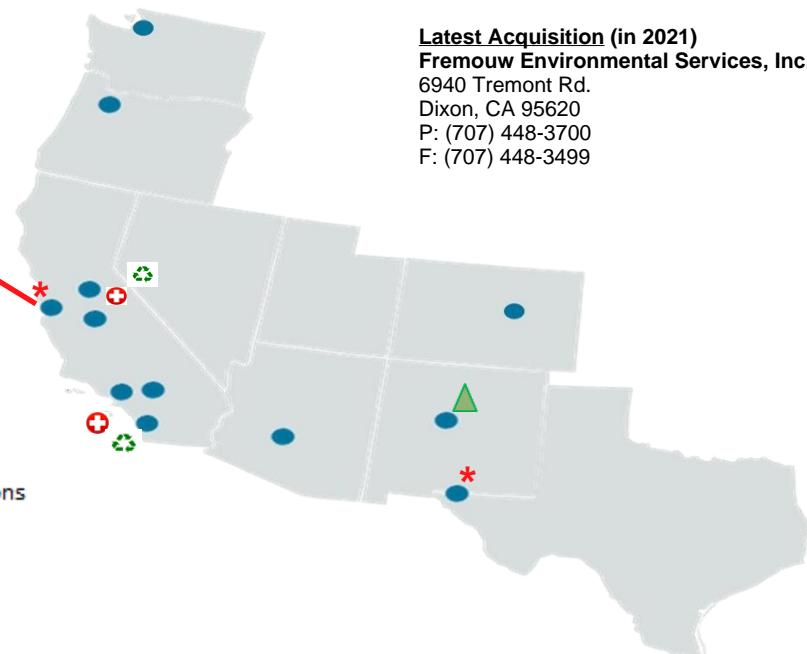
511 Highway 213
Chaparral, NM 88081
P: (575) 824-0164
F: (575) 824-0208

Latest Acquisition (in 2021)

Fremouw Environmental Services, Inc.
6940 Tremont Rd.
Dixon, CA 95620
P: (707) 448-3700
F: (707) 448-3499

MAIN SERVICE BRANCH:
SAN JOSE SERVICE BRANCH
& 10-DAY TRANSFER STATION

-  10-Day Transfer/Service Branch
-  TSDF ACTreatment
-  Full-Time Staff at Customer Locations
-  Medical Processing
-  Universal Waste Consolidation





Our mission statement outlined below is a vital part of every program and policy within our organization. These key management proclamations outline our commitment to providing comprehensive, compliant and consistently excellent service to our onsite clients.

ACTenviro is a forward-thinking professional organization with family values and customer commitment. Our core values include the following:

- *Safety- The Foundation of our culture- not a goal, but an expectation*
- *Family- We value it above all else, so we treat each other accordingly*
- *Professionalism- We hold ourselves to the highest standards of conduct*
- *Customer Commitment- Always doing the right thing for the long haul*
- *Forward Thinking-Employing innovative solutions to all stakeholders*

Over the last decade ACTenviro has been voted “One of the Best Places to Work” and one of “The Fastest Growing Companies” by the Business Journals of Silicon Valley, Los Angeles, and San Diego. Inc. Magazine recently recognized ACTenviro as one of the “50 Best Workplaces in the US.” ACTenviro is also highly honored to have been listed as one of the top 100 companies in the Country ranked for the processing of recyclables as detailed in the Waste News Periodical. ACTenviro also received a very significant and extraordinary Safety Award from the State Compensation Insurance Fund for performing work safety with loss percentages <1% well below industry standard.

ACTenviro specializes in providing advanced recycling and disposal technologies at a competitive price. We strive to offer reuse and recycling for liquid/solid fuels or recapturing of metals prior to offering treatment, incineration, and or landfill and stabilization options for disposal.

For over 21 years, ACTenviro has experienced steady expansion of revenues, services, and geographic service areas. With an extensive selection of service lines and facilities throughout the Western US. ACTenviro is perfectly positioned to meet all of our Customer needs at a great value and extraordinary service.

SECTION1: COMPANY EXPERIENCE AND REFERENCES

COMPANY SERVICES OFFERED:

- Hazardous Waste Transportation and Disposal
- Universal Waste and Electronic Waste Removal, Transportation, Disposal
- Household Hazardous Waste Collection, Management, Events
- Medical Waste Transportation and Disposal
- Lab Packing Services
- Radioactive Waste Transportation and Disposal
- Industrial Cleaning Services (Pipes, Tanks, Tank Farms, Decommissioning, Decon)
- On Site Services for Hazardous, Medical, or Radioactive Waste Management
- Decontamination

- Environmental Remediation (In-Situ, Ex-Situ Soil/Water)
- Specialized Semiconductor Tool Decontamination Services
- EH&S Consulting
- Training Services
- 24-Hour Emergency Spill Response Services (Land/Water)
- Tanker Truck Services
- Site Closures
- Chemical Relocations
- Environmental Contracting
- Reactive Handling/ Stabilization /Remote Opening
- Roll-off Bins and Roll-off Transportation
- Confined Space Entry
- COVID-19 Disinfecting/Decontamination (Planned and Emergency Response)



FINANCIAL INFORMATION

ACTenviro has been privately financed by its' founder and shareholders. ACT currently has an \$8,000,000 line of credit with Comerica Bank and an additional equipment line for \$2,000,000. Over 50% of our credit total remains available.

ACTenviro has been successful in Revenue, Asset and Profit growth in spite of our aggressive expansion in both product lines and geographic territories. Sales have grown from just \$400,000 (four hundred thousand) annually in our first year of business (2000) to a current rate of over \$120,000,000 annual revenue.

ACTenviro has grown in assets from \$147,000 upon inception to over \$55 million in 21 years. Long Term Budgets and Forecasts are currently depicting a sustained 18% growth rate year over year. ACTenviro is currently making profits at, or above, industry standards.

ACTenviro pays its vendors within 30-60 days and will share our financial records upon request.

There are no current liens, bankruptcies, judgments, or litigation within the last five years.



COMPANY EXPERIENCE

ACTenviro has a full-time staff of environmental professionals with a combined experience of more than 100 years for the management team. Currently we have over 503 full time employees. The average field employee has been with the company for 5+ years and drivers more than 10 years. ACTenviro has completed numerous projects for the public and private sectors in the categories of Waste Management, Industrial Cleaning, Household Hazardous Waste, Remediation, Transportation, and Emergency Response.

At ACTenviro we help our Customers develop cost-effective, waste-reducing programs that comply with environmental regulations while minimizing environmental impact. ACTenviro's highly trained and professional staff provides a unique perspective on hazardous waste management services with unparalleled understanding of local, state and federal regulations keeping our Customers safe and compliant.

For over twenty-one (21) years ACT has provided exemplary environmental solutions to our Customers of similar size, scope, and scale, ranging from City and County residents, to small and medium sized businesses, to large corporations and municipalities operating across the Western United States while continuing to increase our footprint toward the Eastern U.S.

Throughout our history at ACTenviro, we've supported numerous business and residential waste management. Within that large support program, we have served multiple HHW, CESQG, and VSQG customers. For these HHW customers, we have supported routine pickup activities, large/ small events, door to door pick up programs and hazardous waste-related training.

All of the above has led to a strong solid program while constantly seeking continuous improvement.

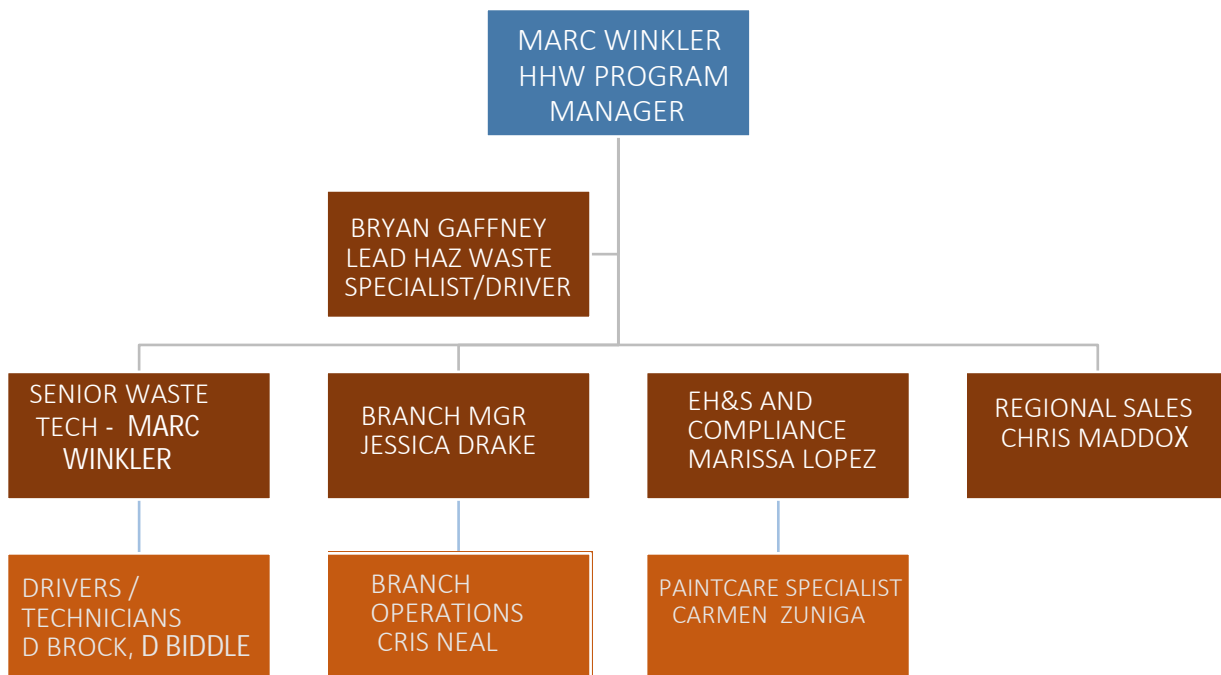
ACTenviro is now a certified PaintCare Partner and is highly familiar with all PaintCare rules (see page 16, PaintCare partnership).

Please see HHW Program References, page13.



KEY STAFFING:

SAN JOSE 10-DAY TRANSFER SERVICE BRANCH





Staffing Roles and Descriptions

In this section, we have outlined the major roles and responsibilities of the proposed key personnel and their respective qualifications. Complete resumes for the key individuals are included in Appendix B. Certifications and copies of training records will follow as requested.

To meet the responsibility of this contract, ACTenviro commits to maintain only highly qualified and trained personnel for managing and implementing the entirety of this project.

Our current team members have years of experience managing all aspects of hazardous waste management, transportation and disposal; all have 40-Hour HAZWOPER, RCRA, and DOT training.

HHW Program Manager - Marc Winkler

Mr. Marc Winkler is our assigned HHW Operational Program Manager and primary decision maker for this contract. Marc has 26 years of HHW experience working on various hazardous waste projects, particularly on complex remote projects that require stellar communications! Marc's primary responsibility is to assure all environmental operations are conducted in a safe manner, in accordance with approved work plans or applicable regulations, and customer goals.

Marc will guide his staff to provide emergency cleanup services as needed to reduce or eliminate migration of toxic waste and assures off site shipment of hazardous materials and waste are packaged and transported in accordance with Title 49 Code of Federal Regulations.

As the primary HHW Operations Manager, Marc will be the lead for administrative, contractual, and operational issues. He will administer the contract and communicate regularly with the Authority's HHW's Program Manager and other members of the Authority's operational team when ever needed.

Marc is instrumental in assisting ACT setting up multiple singular and complex HHW events. Marc is astute at preparing 303 Forms and is familiar with all HHW reporting requirements.

Marc is an expert in the setup, operations and hands-on management of both permanent and temporary Household Hazardous Waste Collection Facilities and has managed over 26 years of HHW Collection Events and onsite waste management satellite locations.

A recognized leader in the management storing, packaging, labeling, profiling and manifesting of hazardous waste, Marc is a trusted HHW advisor to Customers and a valuable resource to a host of regulatory agencies and groups including California DOT, EPA, and DTSC. He has extensive knowledge in the handling and management of chemicals, chemical compatibility, health hazards and risks to employees through exposure.



Marc will provide oversight to the SVSWA's HHW Project Manager and to the Branch servicing the account to ensure all departments are working together for the benefit of the SVSWA. Marc will oversee billing, admin, and always in finding ways to lower labor and material costs while remaining compliant. Marc is a people person and will work with the SVSWA's Operational team to improve efficiencies.

Below is a list of References for Marc Winkler (HHW Program and Project Manager)

Santa Clara County	Ed Ramos	408-568-4779	1995-2019
Stanislaus County	Beronia Beniamine	209-613-3358	2010-2019
San Joaquin County	David Gorton	209-468-3066	2010-2019
Novato Sanitary Dist.	Dee Johnson	510-220-6024	1995-2019
Yolo County	Marissa Juhler	530-666-8813	2010-2019
Marin Recycling	Kathy Wall	415-485-6806	1994-2019

Lead Haz Waste Technician and Driver - Matthew Sage

The Line of Authority will run from Marc Winkler, Program Manager, then to on-site Specialist and Lead Technician/Driver, Matthew Sage. No other persons will be assigned to this contract and only Marc and Matt will show up on site for the monthly pick ups as they are highly familiar with the activities, manpower, equipment, containers and supplies, and scheduling the SVSWA needs.

As Lead Haz Waste Tech and Driver, Matt is a known face and expert in the community when it comes to HHW removal, transportation, and associated paperwork.

Matt will assist lead Marc Winkler at his direction and be available as needed for Customer meetings for any continuous improvements; discussions on service; and to provide valuable technical information when asked by the SVSWA and/or Mr. Winkler.

Matt will provide technical on-site labor supporting Marc Winkler's removal, transport, and disposal direction. Matt is 40-Hour HAZWOPER trained, medically tested, is a certified forklift operator, trained in the proper use of PPE and trained in First Aid and CPR. Matt is experienced with waste handling and processing.

San Jose Branch - 967 Mabury Rd., San Jose, CA 95133

ACTenviro main Corporate Headquarters and 10-Day Transfer Station and Service Branch will serve as the dispatch and resources needed in servicing the SVSWA HHW Program.

Jessica Drake, General Manager will support Marc Winkler, PM with whatever is needed in order to respond to and resolve any issues surrounding service, administrative, contractual and operational issues. Marc Winkler, Program Manager will determine what is needed, when it is needed and will ensure all appropriate resources are allocated to each of the SVSWA's pick-ups and will provide a direct line to executive management for the support of the contract to ensure that ACTenviro delivers the highest quality of service and exceeds SVSWA's expectations.



Bench Strength (if needed)

ACTenviro has tremendous bench strength in our flagship San Jose Corporate Headquarters Branch when it comes to Chemists, Hazardous Waste Specialists, Supervisors, Foremen, and Administration. For this contract we are dedicating Marc Winkler, PM and Lead Haz Waste Technician/Driver Matt Sage. Together these two (2) gentlemen have over 50 years of combined experience in hands-on environmental field work and the operation of equipment and household hazardous waste material management. However, if a catastrophic occurrence would occur, rest assured Marc and Matt are covered in the event of serious illness or any other catastrophic occurrence.

Marc Winkler has personally endorsed the SVSWA contract and will be the Main OnSite Point of Contact and will be responsible for requesting supplemental staff (as needed; besides Matt Sage), ordering supplies, loading shipping vehicles, providing technical assistance, seeking ways to improve efficiencies and will ALWAYS stay in touch with the SVSWA's appointed Staff.

EH&S Compliance Specialist - Marissa Lopez when asked will come onsite to provide any Health & Safety support to Mr. Marc Winkler, PM. Our ACTenviro H&S Managers rotate throughout our Customers and stop into the PHHWF on regular intervals at our Customer's request. Either Marc Winkler or Marissa Lopez can provide onsite or webinar training to select Customers in order to ensure all of our Customers and employees remain safe and react in ways that keep everyone to zero recordables. Marissa will assist Marc Winkler (who is highly familiar with HHW programs and works alongside Corporate Compliance Director Krista Harsono) to provide incentive programs to ACT employees requiring that we hit TRR numbers.

ACTenviro's HHW pick-up, transportation, and disposal plan will meet all requirements established by the State and Federal government and will cover all aspects of operations safely and compliantly.

Any time there is an injury to an employee a call is made to Health and Safety and a report is made that discusses all aspects of the incident (How, What, When and Where) Immediately. H&S will meet with the injured employee and go over the incident report and they will discuss ways to improve and eliminate the same type of incident. Safety meetings are held at the beginning of every shift and cover all types of incidents that may occur during a shift. Any onsite safety meetings will be custom tailored for SVSWA by Marc Winkler.

Training Program - HHW Staff

ACT employs a highly qualified technical staff of Program and Project Managers, Chemists, Technicians, Supervisors, Foremen, Account Managers, Equipment Operators, and Drivers that are compensated above industry standards. We pride ourselves on our training program where field employees receive 80 hours of training over 24 topics annually.

Our team of dedicated professions are dedicated to providing exemplary and comprehensive environmental and waste management services to operate the Authority's HHW environmental management needs.

For a complete list of Training ACTenviro provides to our employees - see Appendix F.

Class A Drivers – Matt Sage (Lead Haz Waste Specialist and Driver)

All ACTenviro Drivers are CDL A licensed drivers accustomed to transporting hazardous and non-hazardous material in various forms for safe disposal using various heavy equipment. ACTenviro drivers are routinely trained in DOT and Hazmat transport and management to assist on site and on-road activities.

Training Program - HHW Staff

ACT employs a highly qualified technical staff of Program and Project Managers, Chemists, Technicians, Supervisors, Foremen, Account Managers, Equipment Operators, and Drivers that are compensated above industry standards. We pride ourselves on our training program where field employees receive 80 hours of training over 24 topics annually.

Our team of dedicated professions are dedicated to providing exemplary and comprehensive environmental and waste management services to operate the Authority's HHW environmental management needs.





COMPLIANCE AND SAFETY:

ACTenviro Statement of Compliance:

ACTenviro assures the Authority that we are in compliance with all permits, operations and facilities required to perform the duties of this contract.

ACTenviro has no disclosures to report surrounding State or U.S. EPA compliance issues.

ACTenviro 40 Hr Hazwoper Technicians and Specialists will perform all services, duties, and goals associated with the contract ensuring 100% compliance with applicable State and Federal laws and County policies and procedures. ACTenviro will fill all positions required from our existing employee pool – highly familiar with HHW goals and objectives, waste hierarchy, desired HHW practices. ACTenviro has guaranteed bench-strength to assure fully trained backup labor in order to backfill any position due to vacation time, illness, unforeseen family moves, etc., so that the County will never experience a delay, mishap, or non-compliant situation at any time for the entirety of the contract.

It is vital that ACTenviro stays up to date on business regulations to keep pace with new rules and regulations. ACTenviro has a dedicated staff of EH&S Managers who monitor business news websites to learn of important regulatory changes. This is also accomplished by following websites, subscribing to RSS feeds and having subscriptions to regular magazines in the transportation industry including an online subscription to JJ Keller.

In addition our EH&S Managers use Google as an automated search engine in order to receive alerts so that whenever Google indexes new results, the Managers are sent emails.

Heading our compliance staff is Ms. Krista Harsono, Corporate Compliance Director. Krista is a member of the American Trucking Association, as well as ASSE and AIHA associations.

ACTenviro Five (5) Year Experience Modification Rate (EMR)

2017	0.70% Effective 11/4/2016
2018	0.87% Effective 11/3/2017
2019	0.79% Effective 11/9/2018
2020	0.76% Effective 11/8/2019
2021	0.76% Effective 11/2/2020



REGULATORY COMPLIANCE HISTORY (CON'T)

- ✓ ACTenviro has no pending litigation, notices of violations, complaints or suspensions concerning our company.

ACTenviro has a 0.76% EMR (effective 11/02/2020)

OHSA TCIR for 2019 = 7 with 84,1841.17 Company Hours

LWCIR (Lost Workday Case Incident Rate) in 2019 was 9 with 84,1841.17 Company Hours at a rate of .48.

- ✓ **ACT has no impairments to servicing this contract for the entire term of the contract.**

ACTenviro (ACT) is prepared to provide the Authority with exemplary support through our HHW management team lead by Marc Winkler, Program Manager, who has over 29 years of experience managing household hazardous waste.

ACTenviro is fully aware that the main objection of the Authority's program is to recycle as much material as possible. ACTenviro will meet this objective because we have the freedom and ability to route waste wherever and however it makes the most sense for the Authority, not where WE want the waste to go based on our own management agenda.

It is ACTenviro's primary goal to become the Authority's trusted HHW waste management partner through our knowledgeable and highly responsive staff who are committed to serving the goals of the Authority, while constantly seeking ways to improve the Authority's already successful program.

- ✓ ACTenviro has all of the necessary licenses, permits, and insurance requirements with the financial backing of a large Private Equity firm based out of California.

ACTenviro owns one (1) Subtitle C, Hazardous Waste permitted TSDF in Albuquerque, NM (ACTreatment) and has two (2) Medical Waste Processing Units that process medical waste in California. For the purpose of serving this contract – ACTenviro will send the majority of the Authority's waste to our ABQ Treatment TSDF.



HHW KEY REFERENCES:

1. City of Redding
2255 Abernathy Lane
Redding, CA 96049
HHW complete turnkey services; hazardous waste management, transportation/disposal
Contact: Mike Seguin
530-224-6209
MSeguin@cityofredding.org
2. Mendocino County Solid Waste
3200 Taylor Rd
Ukiah, Ca
HHW complete turnkey services; hazardous waste management, transportation/disposal
Contact: Jennifer Lonbari
707-972-0737
JLonbari@mendorecycle.org
3. Waste Management
8491 Fruitridge Rd.
Sacramento, CA, 95826
HHW Hazardous materials characterization & management of all waste; transportation and disposal.
Contact: Sharon Simpson
916-437-9032
SSimpso4@wm.com
4. Recology – Nor CA
(Multiple Sites)
One day collections as well as Permanent Site labor.
Contact: Dillon Virva, Environmental Specialist
415-297-8568
DVirva@recology.com
5. County of San Mateo
2000 Alameda De Las Pulgas, Suite 100
San Mateo, CA 94403
Transportation and disposal services of Universal Waste for multiple Retail Take Back Partner Stores throughout San Mateo County
Contact: Elizabeth Rouan
650-655-6202
ERouan@smcgov.org



Listed Below Are References Specific To HHW Program Manager Marc Winkler:

Santa Clara County	Ed Ramos	408-568-4779	1995-2019
Stanislaus County	Beronia Beniamine	209-613-3358	2010-2019
San Joaquin County	David Gorton	209-468-3066	2010-2019
Novato Sanitary Dist.	Dee Johnson	510-220-6024	1995-2019
Yolo County	Marissa Juhler	530-666-8813	2010-2019
Marin Recycling	Kathy Wall	415-485-6806	1994-2019

SECTION 2: WASTE HANDLING, DISPOSAL AND RECYCLING



ACTenviro is familiar with the Authority's current waste management methods and continues to adhere to the current waste management practices set forth by the Authority as follows:

1. Recycling: Latex paint and latex sludge, used oil, used oil filters, antifreeze, elemental mercury, household batteries, lead-acid batteries, nickel-cadmium batteries and Universal Waste Lamps. (Note: ACTenviro believes in recycling Latex Non-PaintCare paint - NOT landfilling it as some companies do.)
2. Incineration/Fuels/Recycle: Aerosols, flammable liquids, flammable/combustible solids, toxic liquids and solids, oil/solvent base paint, and roofing tars.
3. Neutralization: Mixed and/or organic acids, bases and some types of oxidizers.
4. Landfill: Miscellaneous asbestos.

ACTenviro Waste Treatment and Disposal/Recycle Management Commitment:

- Recycling is ACTenviro's first choice when making waste disposal determinations for waste received through HHW collection programs.
- All waste ready for transport by ACTenviro at the Authority locations will be managed according to its end usage (recycle) or treatment and/or disposal method and delivered to the appropriate waste/recycle management facility. ACTenviro will send all materials and waste to the facilities that specialize in that management method.



ACTenviro Waste Treatment and Disposal/Recycle Management Commitment

- ACTenviro only works with facilities that have been audited and are in good standing with the EPA. As the bid lists, ACTenviro will dispose of the Authority's HHW related waste and recyclable materials based on the hierarchy the Authority has chosen (will choose) and we believe in treatment method priority in the following order:
 - ✧ REUSE
 - ✧ RECYCLE
 - ✧ ENERGY RECOVERY
 - ✧ TREATMENT
 - ✧ INCINERATION
 - ✧ LANDFILL
- All waste and recyclable materials will be sent directly to ACTenviro's San Jose 10-Day Transfer Station. Once at San Jose, materials will be redirected to their final downstream disposal or recycle facility.

Transportation

All waste will be transported in accordance with 49 CFR Federal Regulations. ACTenviro will transport the waste the Authority program.

ACTenviro has all permits, licenses, insurance and EPA Identification Numbers as required by Federal Regulations.

All ACTenviro employees have completed forklift training as required by OSHA; ACTenviro personnel will use due care and caution while loading and off-loading waste drums to eliminate all spills; personnel will ensure the integrity of drums for leaks, corrosion, and spill residue. If a drum condition does not appear safe for transportation, then ACTenviro will over-pack the drums and relabel them immediately.

Prior to departing from the facility, ACTenviro staff will ensure that all manifests are completed and that transport vehicles are placarded in accordance with 49 CFR 172.504 placarding requirements.



PAINTCARE – ACTenviro is a Certified PaintCare Hauler:

All PaintCare qualifying Latex and Oil Based Paint will be managed at zero cost to the Authority. Through proper management of Latex and Oil Based Paint collected at the Authority locations, ACTenviro will offer the Authority the cost savings offered by the PaintCare Program.

As an approved hauler, ACTenviro can ship PaintCare material simultaneously when shipping HHW waste or on a dedicated paint shipment – based on the Authority’s needs.

ACTenviro is a PaintCare approved hauler in CA, CO, OR, and WA. We are currently managing 5 business segments for PaintCare and recently added a Residential Curbside Service Program in some cities.

PaintCare Business Segments:

- ✓ Retail/Transfer Station PaintCare Collections
- ✓ PaintCare HHW
- ✓ Large Volume Paint Pickups (LVP)
- ✓ Reoccurring Large Volume Paint Pickups (RLVP)
- ✓ Paint Only Collection Events

Some HHW Sites sort their own paint; however, the majority of PaintCare programs ACT works with have ACTenviro personnel sort, pack, and haul qualifying PaintCare material.






ACTenviro normally ships paint when shipping HHW Waste; however, we also provide dedicated paint pick-ups per HHW customer request.

ACTenviro prepares separate paperwork.

ACTenviro understands that the Authority will be sorting and packaging their own paint. In the event that the Authority would need support - ACTenviro will assist in sorting, packaging and hauling qualifying PaintCare material.

Treatment Storage and Disposal Facility Overview

ACTenviro owns and operates the following waste facilities:

-   1) ACT Medical (Merced, CA): Offers a microwave/shred and waste-to-energy option for regulated medical waste. This is a cost-effective and sustainable alternative to our competitors' autoclave/land fill and incineration options.
-   2) ACT Medical (Escondido, CA): Offers a microwave/shred and waste-to-energy option for regulated medical waste. This is a cost-effective and sustainable alternative to our competitors' autoclave/land fill and incineration options.
-  3) ACT Treatment (Albuquerque, NM): Offers a reliable alternative to the large US incinerators, as well as recycling and waste-to-energy options for many RCRA and CA-regulated wastes.

ACTenviro's Treatment Storage and Disposal Facilities (TSDF) Partners:

All disposal and recycling TSDFs that will be utilized for this program are approved by the EPA to receive wastes sent to them. Letters of agreement and any information regarding facilities violation or enforcement actions for the past five years and ACTenviro's reasoning for using facilities with previous violations or enforcement actions are carefully considered.

ACTenviro utilizes only TSDFs and other disposal outlets that we have worked with for years and have a mutual understanding of each other's specific waste handling policies and procedures.

ACTenviro retains copies of the facilities operating permits and licenses to ensure their compliance with federal, state and local requirements. ACT also performs in-person inspections and disposal facility site visits when possible.



All waste collected for the Authority's Household Hazardous Waste Program are sent to the following EPA approved facilities for disposal/recycle:

Facility Name	EPA ID #	Address	Telephone
ACT Albuquerque	NMD002208627	6137 Edith Blvd. NE Albuquerque, NM 87107	505.349.5220
Rineco Chemical Ind.	ARD981057870	819 Vulcan Road Benton, AR 72018	501.778.9089
Veolia	TXD000838896	Highway 73, 3.5 miles W of Taylor Bayou Port Arthur, TX 77640	409.736.2821
US Ecology Beatty NV	NVT33001000	Highway 95, 12 miles S. of Beatty, Beatty, NV 89003	800.239.3943
Covanta Tulsa	OKD144420981	2122 South Yukon Ave. Tulsa, OK 74107	918.699.0011
ACT Albuquerque	NMR000026021	208 Murray Rd. SE Albuquerque, NM 87105	505.445.9400
Freon Free	100% Recycle	1881 Walters Ct., Ste A Fairfield, CA 94533	707.429.9013
AERC / Clean Earth	CAD982411993	30677 Huntwood Ave. Hayward, CA 94544	510.429.4970
EWS	100% Recycle	1456 S. Gage St. San Bernardino, CA 92408	800.579.6834

- ✓ ACTenviro owns and operates a fully-permitted Part B RCRA Treatment, Storage and Disposal Facility in Albuquerque, NM.
- ✓ ACTenviro will ALWAYS offer the Authority a broad spectrum of environmentally-sound and cost-effective disposal management technologies for its collected wastes.
- ✓ ACTenviro utilizes select reputable final destination facilities for the recycling, fuel blending, treatment, incineration and/or disposal of a wide range of household hazardous wastes.

The following table identifies waste description, treatment method and disposal facilities using the following:

- ☐ Alt Fuels: alternate fuels
- ☐ INC: destructive incineration
- ☐ LF: landfill
- ☐ REC: recycle
- ☐ STAB: stabilization and landfill
- ☐ WWT: wastewater treatment

Waste Description	Treatment Method	Treatment Facility
Flammable, non-flammable aerosols	REC, Alt Fuels	US Ecology
Used motor oil	REC, Alt Fuels	List TSDF
Halogenated used oil	INC	Veolia
Contaminated diesel fuel/fuel oil	REC, Alt Fuels	Rineco
Chlorinated solvents	Alt Fuels, INC	List TSDF
Non-chlorinated flammable liquids	Alt Fuels	Rineco
Oil-based paints commodity pack	Alt Fuels	Rineco
Flammable Liquid lab pack	Alt. Fuels	List TSDF
Toxic Liquid lab pack	INC, Alt. Fuels, Waste to Energy	Veolia, Covanta
Water reactive lab pack	INC	Veolia
Oxidizer lab pack	INC, STAB	Veolia, US Ecology
Organic peroxide lab pack	INC	Veolia
Toxic commodity pack	INC	Veolia
Mercury debris	REC	ABQ
Elemental mercury	REC	ABQ
Corrosives lab pack	WWT, STAB	US Ecology, Veolia
Dry alkaline batteries	REC	AERC
Ni-Cad batteries	REC	AERC
Class 9 lab pack	Waste to Energy	Covanta
Oily water	Waste to Energy, STAB	Covanta, US Ecology
Oily debris	Waste to Energy	Covanta
PCB light ballasts	REC	AERC
Antifreeze	REC, Alt Fuels	EWS, Covanta
Cylinders (propane, MAPP, isobutane/propane, butane, helium)	REC	Freon Free
Fire extinguishers (any size)	REC	Freon Free
Latex paint in roll-off box	REC	Visions
Fluorescent bulbs – crushed	REC	AERC
Other regulated waste – lab pack	Waste to energy	Covanta
		List TSDF

ACTenviro will evaluate the different waste streams and discuss options with the Authority. For example, some oxidizers can be wastewater treated (WWT). WWT is more economical and still a viable and responsible environmental option.



Record Keeping, Manifest and Reports

- ❖ *ACTenviro will provide billing invoices to the Authority no later than 30 days of completion of services provided.*
- ❖ *All credits will be shown on a separate line item to ensure correctness and allow the Authority a chance to ask any questions that may arise.*
- ❖ *Temporary events will be on a separate invoice from the permanent facility and be billed 30 days after the event occurs.*
- ❖ *The Program Manager Marc Winkler will review and approve preliminary and final technical reports (including the 303 Report) prepared under the contract prior to their submittal.*
- ❖ *ACTenviro will draft all required manifests and shipping documentation and provide to the Authority for review.*

ACTenviro uses a computer manifest tracking system (e ware) that allows us to follow the path of any manifest from customer site to disposal facility. The Authority will be able to log onto our interACT Self-Serve Online Customer Portal to access all reports, manifests, volumes, profiles, scheduling, and weight tickets (see Appendix D).

- ☐ The Authority will have access to e-manifests sent to the state. Manifest will be sent or inputted the same week that the waste is picked up.
- ☐ All copies of manifests will be given to the Authority for their records and to hold for 3 years. ACTenviro will also keep records of all reports in a file in our internal system that the Authority can access at any time. ACTenviro will prepare the 303 report at the end of the fiscal year to be turned in to the State.
- ☐ A monthly report will be sent to the Authority program coordinator at the end of each month that will include but not be limited to, participation, waste shipped, Labor used, reuse, PaintCare and Homeowner participation. This report will come with the monthly invoice. If the Program Manager has any question's he can reach Marc Winkler, PM at any time for follow up.



ACTenviro will maintain and make available the following information:

- ☐ Bills of lading and/or non-hazardous manifests
- ☐ Hazardous waste manifests and continuation sheets
- ☐ Lab pack inventory sheets Land disposal restriction (LDR) forms
- ☐ Hazardous waste profiles
- ☐ Certificates of destruction, decontamination, disposal and/or recycling
- ☐ Monthly and annual CalRecycle 303 forms
- ☐ Inventory of items moved to reuse cabinets
- ☐ Event summary reports
- ☐ Any other forms and/or reports developed by ACTenviro and the
- ☐ Authority CERS reporting if the Authority grants ACTenviro permission

All waste streams received are profiled into the system and assigned a waste stream specific profile number.

ACTenviro will use uniform hazardous waste manifests and either non-hazardous manifests or a bill of lading for universal waste.

Waste volumes are received and tracked daily by profile number (waste type).

The system will also prepare outbound shipment manifests and shipping markers.

ACTenviro will manifest in accordance to 40 CFR EPA regulations and 49 CFR DOT regulations.

In addition to an authorized representative from the Authority, ACTenviro personnel can act as an authorized representative for the Authority for manifest, profiles and/or other documents that require a "Generators Certification," and sign on the Authority's behalf for waste generated through the Authority's HHW Program.



ACTenviro Will Support the Authority Program Goals by Providing and Adhering to the Following:

COST-EFFECTIVE WASTE MANAGEMENT

ACTenviro will offer the most cost-effective and sustainable Recycling, Treatment, and Disposal Options to the Authority as we are aligned with the Authority to Reuse/Recycling as much hazardous material as possible with the understanding to choose recycling options above disposal, incineration, or landfilling of the Authority's waste.

100% COMPLIANCE IN REGARD TO: SAFETY, RULES AND REGULATIONS

Safe, legal, and proper handling, transportation, disposal, and recycling of hazardous materials. Compliance with all applicable laws, rules, and regulations pertaining to the collection, transportation, handling, disposal, and recycling of hazardous materials. ACT possess and maintain all applicable permits and licenses necessary in the performance of services required under this proposal. *See Appendix A, Copies of ACTenviro Licenses and Permits.*

SUPPLIES/MATERIALS

ACTenviro will provide the delivery of program supplies and materials if asked to that will enable the Authority to properly store, ship, and manage all collected waste streams. ACT will provide shipping containers which meet current Department of Transportation standards and vermiculite along with drum liners, labels and manifests.

PRESHIPMENT PAPERWORK REVIEW

ACTenviro will review manifests, packaging, marking and labeling of drums or containers and their inventory sheets for consistency with federal, state and local laws and regulations, and in accordance with the disposal facility's rules and regulations concerning hazardous wastes.

ON-CALL STAFFING

ACTenviro will provide, upon request, up to workers to staff the Authority's collection sites and events within the contract period in any location throughout the Authority boundaries.

ACTenviro will provide personnel trained in the safe handling and legal transportation of hazardous waste that meets and exceeds DTSC Occupational Safety and Health standards.

STELLAR COMMUNICATION

Timely and effective communication between our Program Manager Marc Winkler and the Authority's chosen personnel related to all aspects of hazardous waste operations.

INVOICING AND PRICING

ACTenviro will itemize costs for individual waste streams, transportation cost per container, Driver time per hour, truck time per hour and supplies per unit on all invoices. Outline packing, management and transportation requirements and methods for all waste streams. ACTenviro will pay all recycling, treatment or disposal costs and then invoice the Authority within 30 days of performance.



REPORTING AND DOCUMENTATION

ACTenviro will provide a Certificate of Destruction, Recycling or Treatment for all wastes received at facilities and itemized by container within twelve months.

ACTenviro will provide detailed documentation for any rejections and/or discrepancies brought to the Authority's attention. Documentation will include pictures of the item in question, outer packaging, labels, container number, listed ingredients, etc. The Authority will be notified immediately.

HEALTH AND SAFETY

ACTenviro will be responsible for the health and safety of our employees.

PPE FOR WORKERS

ACTenviro will provide all personal protective equipment for our employees.

SECTION 2: WASTE HANDLING, DISPOSAL AND RECYCLING (continued)

- **Certificates of Insurance - See Appendix C.**
- **Violations / Litigations (5 yrs) - None.**
- **Substance Abuse SOP - "Drug Free Workplace Policy" - See Appendix H.**



ACTenviro 24/7/365 Emergency Response Line - ACT will provide the Authority with a "One Call" response activation system through our 1-866-348-2800 hotline manned 24 hours per day, seven days a week, and capable of communicating to personnel in the field. Our officers on call will receive a call and are responsible for initiating response of personnel and equipment. In the first hours of a spill event, the Emergency Response call contact will maintain constant communication with the Authority Incident Management Team until ACTenviro supervisory personnel can arrive on scene at the facility spill location. This organizational structure and pool of available resources allows ACTenviro to mount a massive response, as necessary, through our organization.





SECTION 3: PROGRAM PROCEDURES

ACTenviro maintains a HHW Operations Manual - See Appendix I.



SECTION 4: COST PROPOSAL

- ✓ ACTenviro based the rates on our experience, and made assumptions as needed.
- ✓ For any waste stream not listed, ACTenviro will discuss disposal options and prepare a quote before shipping the waste.
- ✓ ACTenviro rates are all-inclusive (including labor rates, margin, transportation, and disposal).
- ✓ ACTenviro pricing will remain valid for 180 days from the closing date.

PRICING SHEETS - FOLLOWING PAGES.

SECTION 4: COST PROPOSAL

Cost Proposal					
Manifested Wastes	Waste Category	Packaged	Method Shipped	Unit Cost	Process code
Flammable and Poison	Flammable Liquids / Gasoline, Xylene	BLK	55 GAL	\$ 165.00	AF01
	Flammable Solids , Moth Balls	LO	55 GAL	\$ 380.00	INC14-D
	"RQ" Toxic Liquid Flammable, Organic	LP, LO	55 GAL	\$ 300.00	INC14-F
	Toxic Solids powdered materials	LP, LO	y V "	\$ 780.00	INC14-F
	Flammable Solids, Auto Flairs	LSP/H2O	5 Gal	\$ 380.00	INC15-D1
	Oil Based Paint	BU / LO	55 GAL	\$ 185.00	AF06
	Poisons	LP	55 GAL	\$ 300.00	INC14-F
	Methy Acetylene (Mapp Gas)	LO	15 GAL	\$ 16.00 ea	REC64
	Butane Gas	LO	15 GAL	\$ 16.00 ea	REC61
	Petroleum Gases 1 lt. (Camp fuel)	LO	55 GAL	\$ 5.50 ea	REC61
Acid	Inorganic / Organic Acid	LP	55 GAL	\$ 275.00	WAT16-A
Bases	Inorganic / Organic Bases	LP	55 GAL	\$ 275.00	WAT16-B
Oxidizer	Oxidizing Solids/ trichloroisocyanuric acid, Potassium Dichloroisocyanurate	LO Bagged	15 Gal Poly 30 Gal Poly	\$ 390.00 30df \$ 300.00 15df	STAB06-6
	Hydrogen Peroxide Aqueous solution 3%	LO Bagged	15 Gal Poly 30 Gal Poly	\$ 390.00 30df \$ 300.00 15df	STAB06-6
	Hydrogen Peroxide Aqueous	LO Bagged	15 Gal Poly 30 Gal Poly	\$ 390.00 30df \$ 300.00 15df	STAB06-6
	Oxidizing Liquid / Ammonium Persulfate, Ammonium Nitrate	LO Bagged	15 Gal Poly 30 Gal Poly	\$ 390.00 30df \$ 300.00 15df	STAB06-6
	Oxidizing Liquid, Toxic / Sodium Nitrate, Potassium Permanganate 5.1	LO Bagged	15 Gal Poly 30 Gal Poly	\$ 390.00 30df \$ 300.00 15df	STAB06-6

PCB	h#	LO	20 GAL	\$ 580.00	PCB01
	Flourecent Tube Ballast / Other PCB includes ballasts	LO	30 GAL	\$ 1,148.00	REC45
Reclaimable	Latex Paint	BU	55 GAL	Paint Care	REC49
	V k#k y U \n Recycle	BU	55 GAL	\$ 105.00	REC07
	Paint Related Material	LP, LO	55 GAL	\$ 185.00	AF06
	Paint Related Material	LP, LO	UN BOX	\$ 550.00	AF06
	Used Oil Filters	LO	55 GAL	\$ 125.00	REC10
Corrosive	Hypochlorite solutions, bathroom cleaners containing bleach	LO	30 Poly Drum	\$ 255.00	STAB06-6
	Hypochlorite solutions, bathroom cleaners containing bleach	LO	15 Poly Drum	\$ 120.00	STAB06-6
Universal Waste	Mercury containing automatic switches, thermometers, and nolvelties			\$ 380.00 5df	REC14
		LO	20 GAL		
	Mercury containing thermostats	LO	20 GAL	\$ 380.00 5df	REC14
	Mercury containing waste (other)	LO	15 Gal	\$ 850.00	REC14
	Used Compact Flourescent Bulbs (CFL'S) 3FT & under	LO	CFL Box	\$ 1.00/lb	REC06
	Used High Pressure Sodium Bulbs	LO	4ft Barrel / Box	\$ 4.25/lb	REC42
	Used Flourescent Tubes / with Mercury Vapor 4ft	LO	4ft Barrel	\$ 1.00/lb	REC06
	Used Flourescent Tubes / with Mercury Vapor 8ft	LO	8 FT BOX	\$ 1.00/lb	REC06
	Lithium Batteries	LO	15 Gal	\$ 574.20 (NTE 50#)	REC09
	Lithium Button Cell Batteries	LO	30 Gal	\$ 84.15 (NTE 100#)	REC09
	Rechargeable Batteries	LO	30 GAL	\$178.00 (NTE 100#)	REC11
	Alkaline / Heavy duty Batteries	LO	30 GAL	\$178.00 (NTE 100#)	REC24
Aerosol Container (UW)	Aerosol Flammable	LO	UN BOX	\$ 675.00	AF08
Other	V k#k'o) k contaminated with oil	LO	55 GAL	\$ 100.00	LF07
	7 Flammable	LO	55 GAL	\$ 18.00 ea	REC60
	Pharmaceutical Waste	LO	30 Gal	\$ 280.00	INC29
	Liquid Propane Gas Cylinders	Stacked	Shrink wrap pallet	\$ 18.00 ea	REC61
	Refrigeration Compressor Oil	Bulk	55 GAL	\$ 240.00	REC07
	Compressed Gas	LO	55 GAL	\$ (case by case)	REC64

Supplies Cost		
Type	Size	Cost
Drums	55 Gallon Close Top	\$ 72.00
Drums	55 Gallon Open Top	\$ 72.00
Drums	30 Gallon Open Top	\$ 65.00
Drums	20 Gallon Open Top	\$ 65.00
Drums	15 Gallon Open Top	\$ 65.00
Drums	10 Gallon Open Top	\$ 55.00
Bucket	5 Gallon Plastic	\$ 18.00
Absorbent Granulated	50 LBS Bag	\$ 23.00
8h EU		\$ 24.00
Fluorescent Lamp Tube	4 Foot Tube / Cylinder	\$ 35.00
Fluorescent Lamp Box	8 Foot	\$ 8.75
Fluorescent Tube Boxes	4 Foot	\$ 7.00
u	1 CY	\$ 125.00
Non UN BOX with Liners, Low profile (flaps)	1 CY	\$ 70.00
UN Boxes with Liners (flaps)		\$ 125.00
Box Liner	1 CY	\$ 15.00
CFL Tub	4 ft	\$ 22.00
" = #	33 GAL	\$ 25.00
" = # 'O	33 GAL	\$ 5.00
Metal Square Capped Roofing Nails 1 3/4" box	Hazwaste Box nails	\$ 0.00
Hazardous Waste Labels		\$ 0.00
	each	\$ 16.00
7 V Flam, 3 Liquid, 4.1 Flam Solid	Rolls	\$ 35.00
5.1 Oxidizer, 5.2 Org. Peroxide, 6.1 Toxic, 8 Corrosive	Rolls	\$ 35.00
Up Arrows, 9 Environmental Hazardous	Rolls	\$ 35.00
Lock Box for Pharmaceuticals		\$ cost + 20%



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APPENDICES

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LICENSES AND PERMITS

ACTenviro is fully licensed and permitted to provide environmental and hazardous waste management services in the State of California. A summary of the various licenses, registrations and permits we hold is presented below in table format. (Copies of original licenses provided upon request.)

LICENSE / PERMIT	DESCRIPTION	EXP. DATE	COMMENTS
#897636	California State Contractor License (CSLB)	06/30/2023	Every 2 yrs
132109	California Hazardous Materials Transportation License	05/31/2024	Annual Issued by CHP
566	Trauma Scene Waste Management Practitioner	06/16/2023	Annual - Issued by CDPH (Sunnyvale)
4026	California Hazardous Waste Transportation Registration with Consolidated Transporter Notification (DTSC)	07/31/2023	Annual - Issued by DTSC
CA #0194741	California Motor Carrier Permit	N/A	Non-Expiring Issued by DMV
063020600041C	USDOT Hazardous Materials Certificate of Registration	06/30/2024	Annual - USDOT
TPID# 1899999	Waste Tire Hauler	12/31/2023	Annual - Issue by Cal Recycle
TS-66	California Medical Waste Treatment & Transfer Facility Permit (CDPH)	07/12/2023	Every 5 Years ACT Medical & Escondido
Receipt # 2018500270072	Unified Carrier Registration	12/31/2023	Annual
CAR000070540	EPA ID# - Corporate (Transporter EPA ID#)	N/A	DTSC (Sunnyvale Address)
CAR000241653	EPA ID# - Escondido	N/A	Issued by DTSC
CAL000336454	EPA ID# - Merced	N/A	Issued by DTSC
CAL000427178	EPA ID# - Redlands	N/A	Issued by DTSC
CAR000286294	EPA ID# - San Jose	N/A	Issued by DTSC
CAR000224428	EPA ID# - Santa Fe Springs	N/A	Issued by DTSC
CAL000401204	EPA ID# - Sunnyvale	N/A	Issued by DTSC
ORQ000032731	EPA ID# - Oregon	N/A	Issued by DEQ
COR000251579	EPA ID# - Colorado	N/A	Issued by CDPHE
NMR000026021	EPA ID# - Albuquerque	N/A	Issued by NMED
NMR000021162	EPA ID# - Chaparral	N/A	Issued by NMED
AZR000522235	EPA ID# - Arizona	N/A	Issued by AZDEQ



ACTenviro Licenses and Permits (continued)

LICENSE / PERMIT	DESCRIPTION	EXP. DATE	COMMENTS
97-735748 00005 FH	Consolidated Seller's Permit - Escondido	N/A	Issued by CA BOE
97-735748	Consolidated Seller's Permit - Sunnyvale	N/A	Issued by CA BOE
MC # 594583	Alliance for Uniform Hazmat Transportation EPA Transporter ID# CAR000070540	06/30/2023	PHMSA# 063020600041C USDOT Census #1607894 Issuing Agency: NV Highway Patrol



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ADVANCED CHEMICAL TRANSPORT INC

License Number 897636

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
HAZ - HAZARDOUS SUBSTANCES REMOVAL
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

July 13, 2015

Issued June 1, 2007

Eddie Lang, Jr., Board Chair

Cindi A. Christenson, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



LICENSE NUMBER

897636

ENTITY

CORP

Business Name

**ADVANCED CHEMICAL TRANSPORT
INC**

Classification(s)

A B HAZ

Expiration Date

06/30/2023

www.cslb.ca.gov





Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate Hazardous Waste of Concern Transporter With Consolidated Transporter Notification

Name and Address of Registered Transporter:

Advanced Chemical Transport Inc, DBA ACTenviro
967 Marbury Rd
San Jose, CA 95133

Transporter Registration Number: 4026

Expiration Date: July 31, 2023

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Authorized Signature

Name and Title of Authorized Representative: Mark Taylor, Staff Services Analyst

July 5, 2022

Signature Date

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

California Environmental Protection Agency
Department of Toxic Substances Control
Transporter Unit
1001 I Street MS 11A, Sacramento, CA 95814
Phone: (800) 618-6942 Fax: (916) 323-3500

Consolidated Transporter Notification

DTSC Form 1299 (Revision 04/2020)

1. Business Name (Show DBA name, show name exactly as it will appear on registration; the same name or trademark is required on all vehicles): Advanced Chemical Transport, Inc., DBA ACTenviro			
2. Transporter Registration Number: 4026			
3. Business Address: 967 Mabury Road			
Street			
San Jose	CA	Santa Clara	95133
City	State	County	ZIP Code
4. Mailing Address (if different from above):			
Street/P.O. Box			
City	State	County	ZIP Code
5. a) Telephone Number: 408-548-5050 b) Fax Number: 408-548-5053			
c) E-mail Address: kharsono@actenviro.com ^(ext.)			
6. Hazardous Waste EPA Identification Numbers. If your company transports hazardous wastes, operates the designated facility, and intends to submit only the facility copy of the consolidated manifests pursuant to Health and Safety Code, section 25160(b)(5)(A), you must provide all the transporter and facility EPA identification numbers (12 characters) used by your company on these manifests. If necessary, list additional EPA identification numbers on a separate sheet.			
a) CAR 000 070 540 b)			
c) d)			

7. Hazardous Waste Streams. I intend to transport the following hazardous waste stream under the consolidated manifesting procedure, as described in Health and Safety Code, section 25160.2. Check all applicable boxes.

- ☒ A. Used oil
- ☒ B. Contents of an oil/water separator
- ☒ C. Solids contaminated with used oil
- ☒ D. Brake fluid.
- ☒ E. Antifreeze
- ☒ F. Antifreeze sludge
- ☒ G. Parts cleaning solvents, including aqueous cleaning solvents
- ☐ H. Hydroxide sludge contaminated solely with metals from a wastewater treatment process
- ☒ I. "Paint-related" wastes, including paints, thinners, filters, and sludges
- ☒ J. Spent photographic solutions
- ☐ K. Dry cleaning solvents (including perchloroethylene, naphtha, and silicone-based solvents)
- ☒ L. Filters, lint, and sludges contaminated with dry cleaning solvent
- ☒ M. Asbestos and asbestos-containing materials
- ☒ N. Inks from the printing industry
- ☒ O. Chemicals and laboratory packs collected from K-12 schools
- ☐ P. Absorbents contaminated with other wastes listed in Health and Safety Code, section 25160.2(c)
- ☒ Q. Filters from dispensing pumps for diesel and gasoline fuels

8. Name and Title of Authorized Representative
Krista Harsono

Compliance Director

Name (print or type)

Title

Krista W. Harsono

6/18/21

Signature of Authorized Representative (use blue or other non-black ink) Date

Note: Keep this Consolidated Transporter Notification signed by DTSC with the valid Transporter Registration Certificate in the vehicle at all times during the transportation of hazardous waste. Transportation of waste stream(s) listed above, under the consolidated manifesting procedure, without notifying DTSC is a violation of Health and Safety Code (HSC), section 25165(a) and may be subject to significant penalties. Consolidated transporters are also required to submit quarterly reports pursuant to HSC, section 25160.2(d).

Do Not Write Below This Line (For DTSC Use Only)

Transporter Unit Representative: *Mark Taylor* Received Date: 6/6/22

Print or Type Name: Mark Taylor, Staff Services Analyst Expiration Date: 7/31/23

DTSC Acknowledgement Date: 7/5/22



Secretary of State Certificate of Status

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

Entity Name: ADVANCED CHEMICAL TRANSPORT, INC.
File Number: C2079655
Registration Date: 03/27/2000
Entity Type: DOMESTIC STOCK CORPORATION
Jurisdiction: CALIFORNIA
Status: ACTIVE (GOOD STANDING)

As of December 14, 2020 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of California
this day of December 15, 2020.

ALEX PADILLA
Secretary of State

Certificate Verification Number: RMJ3E5R


To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



04/28/2011

ADVANCED CHEMICAL TRANSPORT INC
 1210 ELKO DR
 SUNNYVALE, CA 94089

 NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier				
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 ADVANCED CHEMICAL TRANSPORT INC 1210 ELKO DR SUNNYVALE, CA 94089	Valid From:	05/01/2011	Valid Through:	Non-Expiring
	CA#:	0194741		
	The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <p style="text-align: center;">For Hire Corporation</p>			
	<p style="text-align: center;">Not Valid for Intrastate Only Operations</p>			
Pmt Date:	N/A	Office #:	154	
Account #:	288619	Tech ID:	##	
Sequence #:	#NNN	Amt Paid:	No Fee	

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

California Department of Public Health**Medical Waste Management Program**

MS 7405, IMS K-2

P.O. Box 997377

Sacramento, CA 95899-7377

www.cdph.ca.gov/MedicalWaste

Date: 6/15/2022

Registrant Identifier: TSW 566



Advanced Chemical Transport, Inc., DBA ACTenviro
1210 Elko Dr
SUNNYVALE, CA 94089

Dear Sir/Madam:

Your Trauma Scene Waste Management Practitioner certificate is shown below. Please retain this certificate for your records.

If you have questions regarding this certificate, please call (916) 449-5671.



STATE OF CALIFORNIA
Department of Public Health
Medical Waste Management Program

**Advanced Chemical Transport, Inc., DBA ACTenviro**

1210 Elko Dr
SUNNYVALE, CA 94089

Registration No.

566

in the county of

Santa Clara

Treatment No.

is registered as a

TRAUMA SCENE WASTE MANAGEMENT PRACTITIONER

Annual Expiration Date

6/16/2023

The facility named herein is registered pursuant to the provisions of the Medical Waste Management Act, Division 104, Part 14, Chapter 5 of the California Health and Safety Code, and shall be subject to all applicable provisions of the law. This permit is not transferable.

Date Issued: 6/15/2022

Thomas Horner, Chief
Medical Waste Management Program



City Of San Jose
Fire Safety and Hazardous Materials Permit
San Jose Fire Department
Bureau Of Fire Prevention
200 E. Santa Clara, San Jose, CA 95113
408-535-7750



This is for the Fire Safety and Hazardous Materials permit(s) as listed below only. To be effective, this permit must be signed and accepted by the permittee. When the permittee is a company, firm, or corporation, the acceptance must be signed by a person having legal authority to bind the permittee (Section 17.68.730 SJMC). See below for specific permitting requirements contained in the San Jose Fire Code. THIS PERMIT SHALL BE POSTED ON THE PREMISES OR KEPT ON FILE ON THE PREMISES AND READILY AVAILABLE FOR INSPECTION. THIS AUTHORIZES THE PERMITTEE TO ENGAGE IN THE ACTIVITIES ASSOCIATED WITH THE PERMIT(S) LISTED BELOW AT THE BELOW FACILITY ADDRESS IN ACCORDANCE WITH THE SAN JOSE FIRE CODE (CHAPTER 17.12 AND 17.68 OF THE SAN JOSE MUNICIPAL CODE) AND THE HAZARDOUS MATERIALS MANAGEMENT PLAN CURRENTLY ON FILE FOR THIS FACILITY.

Underground Tanks: 0
Toxic Gas: 0

Permittee: ACT ENVIRO
Facility Address: 967, MABURY RD
SAN JOSE, CA 95133

Mail To: ACT ENVIRO
967 MABURY ROAD
SAN JOSE, CA 95133

Occupancy Id: 605401

Effective Date: 04/01/2022

Expiry Date: 03/31/2023

Additional Conditions:

Permit	Type	Description
201655981	GROUP 2	Occupancy Group 2 Annual Permit
201655982	WSTE_HANDL	Waste Handling

Permit valid on the condition that facility has no outstanding violations and all required fees are paid. See reverse side of permit for the San Jose municipal Code Sections.

Authorized By: Hector
Signature of Permittee:

Krustaw. Hanson

Date: 04/12/2022



ENVIRONMENTAL HEALTH PERMIT

PERMIT HOLDER IS RESPONSIBLE FOR THIS PERMIT:

Renew on or before expiration date. If Permit Holder does not receive renewal notice present this Permit to the address below on or before the expiration date.

Late payments are assessed penalty.

Krista Harsono

ADVANCED CHEMICAL TRANSPORT, INC DBA ACTenviro
967 MABURY RD
SAN JOSE, CA 95133

PERMIT IS NOT TRANSFERABLE & MAY BE REVOKED FOR CAUSE.

Permit is void on change of owner. New owner must apply and pay for permit(s) prior to operation or penalties will be assessed.

SANTA CLARA COUNTY-DEPARTMENT OF ENVIRONMENTAL HEALTH
1555 BERGER DR, SUITE 300, SAN JOSE, CA 95122716
408-918-3400

ENVIRONMENTAL HEALTH PERMIT

REGULATED FACILITY : **ADVANCED CHEMICAL TRANSPORT, INC DBA ACTenviro**
967 MABURY RD
SAN JOSE, CA 95133

Facility ID: FA0288115
Account ID: AR1326489
Issued: 08/25/2022

OWNER NAME : **SINGER, WALT**

Permit # **PT0492493** **2201 - GENERATES WASTE OIL ONLY**
Program # **PR0432046** **DEH PERMIT-HAZ WASTE GENERATOR PROGRAM**
Valid From 08-01-2022 to 07-31-2023

Permit # **PT0492491** **BP01 - HMBP FACILITY, 1-3 CHEMICALS**
Program # **PR0432044** **DEH PERMIT-HAZ MAT BUSINESS PLAN PROGRAM**
Valid From 08-01-2022 to 07-31-2023

Rochelle Gaddi, Interim Director, Department of Environmental Health
DISPLAY IN PUBLIC VIEW

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2023-2024**

Registrant: ADVANCED CHEMICAL TRANSPORT, INC. DBA ACTENVIRO
ATTN: Krista Harsono
967 MABURY ROAD
SAN JOSE, CA 95133

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051823600007F Effective: July 1, 2023 Expires: June 30, 2024

HM Company ID: 56417

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

United States Environmental Protection Agency
Region 9
75 Hawthorne Street , (WST-6)
San Francisco, CA 94105

June 24, 2008

KRISTA WOOD
ADVANCED CHEMICAL TRANSPORT INC
1210 ELKO DR
SUNNYVALE, CA 94089

The US Environmental Protection Agency (EPA) has updated the information for your RCRA Subtitle C Site under the EPA Identification (ID) Number already assigned to your location (see below). EPA has updated this ID number in response to the RCRA Subtitle C Site Identification Form (8700-12) received from your RCRA Subtitle C Site on June 20, 2008.

By submitting the Form 8700-12, your RCRA Subtitle C Site has notified the EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

RCRA ID number: CAR000070540
is assigned to: ADVANCED CHEMICAL TRANSPORT INC
1210 ELKO DR
SUNNYVALE, CA 94089

EPA has listed your status as:

Not a Generator
Transporter
Used Oil Transporter

For assistance regarding RCRA regulations, access the following websites:
<http://www.epa.gov/osw/> or <http://epa.gov/rcraonline/>
or if you need a current version of the Subtitle C Identification Form (8700-12), access
<http://www.epa.gov/epaoswer/hazwaste/data/form8700/forms.htm>

For assistance with any other RCRA Notification questions please call the Notification Information Line listed below.

U.S. EPA Region 9
RCRA Notifications
75 Hawthorne Street
(WST-6/Tetra Tech)
San Francisco, CA 94105

Notification Line (415) 495-8895



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
August 15, 2011

CERTIFICATE
MC-594583-C
ADVANCED CHEMICAL TRANSPORT, INC
SUNNYVALE, CA

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrest, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO

Alliance for Uniform Hazmat Transportation Procedures Uniform Program Credentials

ADVANCED CHEMICAL TRANSPORT INC
967 MABURY ROAD
SAN JOSE CA 95133



**ALLIANCE
FOR UNIFORM
HAZMAT
TRANSPORTATION
PROCEDURES**

USDOT CENSUS #: 1607894

MC #: 594583

EPA TRANSPORTER ID #: CAR000070540

PHMSA #: 060122600031E

TELEPHONE NUMBER TO CALL IN CASE OF ACCIDENT OR EMERGENCY:
866-333-9222

UNIFORM PROGRAM #: UPW1607894NV

CERTIFIED BY: DEBBIE WENZEL

REGISTRATION ISSUED: **01 JULY 2022**

REGISTRATION EXPIRATION: **30 JUNE 2023**

ISSUING AGENCY: NEVADA HIGHWAY PATROL

AGENCY TELEPHONE NUMBER: 775-684-4622





*Salinas Valley Solid Waste Authority
RFP Transportation and Disposal of
Household Hazardous Waste Services*

APPENDIX - B

STAFF RESUMES



Marc Winkler, HHW/ Project Manager/Chemist

Mr. Winkler has over 28 years of successful sales and operations management experience in the environmental management services industry and more specifically HHW for the last 24 years. Marc has been both a Project Manager and Operations Manager for over 60 Cities and Counties throughout California during this time. Marc has also run DRMO contracts as well as large lab packs during his tenure. Marc has also taught both DOT and 8hr refresher course for multiple customers over the last 20 years

Education and Certifications

- B.S. Environmental Studies, minor Geology (Sacramento State University 1991)
- 40 Hr. OSHA 29 CFR 1910.120
- 8 Hr. OSHA Management Refresher
- 8 Hr. DOT Hazardous Waste Compliance
- 8-Hour Supervisor Training
- First Aid/CPR Training
- HM-181 Training
- Clandestine Lab Cleanup Training
- First Aid & CPR
- Reactive Materials Training
- Cylinder Safety Awareness Training
- DOT / Hazardous Waste Manifesting

ACTenviro - Western Region HHW Program Manager I January 2020 - Present

Household Hazardous Waste Program Manager / Chemist

- Responsible for implementation and management of regional waste management systems.
- Manage all Hazardous Waste Management Services, waste process development and regulatory adherence.
- Ensure health and safety compliance on all assigned project and provide employee training and support.

Stericycle – Sacramento and Various Locations throughout the Western US

Senior Lead Chemist / HHW Program Manager I 2009 - 2020

- Daily hazardous waste packaging and transportation from customer facilities and HHW collection sites.
- Department of Toxic Substance Control Emergency Responder for drug lab clean up.
- DOT regulations, disposal options, EPA waste codes, manifesting and LDR regulations.
- Technical support for chemical segregation, manifesting, waste profiling, disposal options and approvals, RCRA and DOT regulations and compliance.

Manager – Regional Clean Pack Coordinator | January – August 2009

- Managed hazardous waste collection and transportation for the Northern California, New Mexico, Nevada

Environmental Chemist | May 2005 – November 2006

- Daily hazardous waste packaging and transportation from customer facilities and HHW collection sites.
- Technical resource for DOT regulations, disposal options, EPA waste codes, manifesting and LDR regulations.

**Name, Title & Local Company Address:**

Full Name Employee:
Bryan Gaffney

Title of Employee:
Driver

ACTenviro
Branch Location: San Jose
Address: 967 Mabury Road
City/State/Zip: San Jose, CA 95133
Phone: 408-598-0782
Email: bgaffney@actenviro.com

Years Experience – With This Firm:**With Other Firms:**

Current Position / Title: Driver

Company Name: ACTenviro

Dates of Employment: 3/2019-Present

Duties/Experience:

- Properly package and document hazardous waste shipments
- Complete medical waste tracking document.
- Onsite service responsibilities for biotechnology companies
- Labpack chemicals.
- Chemical and freezer moves.
- Communicate with client on hazardous waste shipments.
- Suggest cost saving measures on hazardous waste disposal.
- Confirm with client on proper waste stream identification.
- Mentor new drivers and new chemist.
- Pre-trip and Post-trip truck inspections

Previous Position / Title: Hazardous Waste Manager

Previous Company Name: Patriot Environmental Services

Dates of Employment: 10/2018 to 2/2019

Duties/Experience:

- Oversee facility 10day operation.
- Daily and weekly compliance inspection
- Record keeping
- Manage rejected or out of specification waste streams with generator.
- Coordinate long haul drivers.
- Manage field staff.
- Profile and labpack waste for approval into TSDF
- Segregate chemicals per DOT, EPA, and TSDF requirements
- QC/QA incoming manifest for completeness and correct information
- Discuss disposal options with clients.
- Incident investigation and reporting
- Emergency lead and coordinator.
- Maintain truck fleet.

Previous Position / Title: Clean Pack Chemist

Previous Company Name: Clean Harbors

Dates of Employment: 7/2013 to 7/2015

Duties/Experience:

- Field chemist packaging waste for generators
- Labpack chemicals per DOT, EPA, and TSDF requirements
- Chemical moves
- Lead a team of 2-4 for building facility closure.
- Profile waste for generators
- Onsite service managing the generators hazardous waste.
- Manifest and ship hazardous waste
- Complete medical waste tracking document.
- Label and mark drums appropriate by DOT regulations
- Hazcat unknown chemicals
- Evaluation of peroxide forming compounds and reactive sensitive chemicals.
- Emergency response
- DEA, illegal drug laboratory cleanup
- Decontamination of equipment
- Supervise 4-25 people at household hazardous waste events.
- Conduct safety meetings.
- Commercial B driver with hazmat.

Previous Position / Title: Technical-Hazardous Waste Coordinator

Previous Company Name: Evergreen Environmental Services

Dates of Employment: 3/2005 to 5/2008

Duties/Experience:

- Manage hazardous waste from incoming drivers.
- Supervise a small group of employees (3-5 people).
- QC incoming manifest.
- Maintain hazardous waste storage requirements.
- Schedule outbound loads to final TSDF and track manifest data.
- Conduct safety meetings.

Education:

B.S. in Environmental Studies-San Jose State University-May 2000

A.A. in General Studies-Cuesta College

Qualifications/Skills/Certificates/Licenses:

Skills/Certifications/Licenses

- OSHA HAZWOPER 40-Hr
- OSHA 8-Hr Refresher (current)
- DOT Hazmat Employee (HM-181 & 232) with required recertification training
- RCRA Hazardous Waste Regulations with refreshers
- Emergency Response Operations (Levels B/C and D Training)
- OSHA 29 CF 1910.20 Haz Waste Operations & Emergency Response Standard

- CPR, First Aid
- Confined Space Entry
- Blood Borne Pathogens Training
- Emergency Response / Spill Response Management
- Hazardous Waste Handling, Characterization, Profiling, Transportation and Disposal
- Chemical Transfers and Clean-ups
- Laboratory Cleanup and Decontamination
- Labpacking
- Supervising of staff

Relevant Project Experience:

- 20 years of experience in the hazardous waste industry
- Manage hazardous storage, transfer facilities.
- Supervise household hazardous waste events.
- Package waste per regulations
- Labpack chemicals per segregation requirements
- Supervise and coordinated staff.
- Ordered equipment.



Cristian Neal		Staff Description Classification: Program Manager	
Branch Operations Manager Advanced Chemical Transport, Inc. (dba ACTenviro) 967 Mabury Rd. San Jose, CA 95133 Main: 408-548-5050 Fax: 408-548-5052 Employee Phone: (530) 282-3967 Employee Email: cneal@actenviro.com			
Years Experience - With This Firm:	0	With Other Firms:	17
Branch Operations Manager ACTenviro February 2022 to Present Responsibilities / Duties: <ul style="list-style-type: none"> • Supervise and manage operations projects to ensure proper scheduling of staff and materials • Manage staff in the areas of safety training, regulatory compliance, quality improvement, personnel activities, recordkeeping, transportation scheduling and compliance requirements • Mentor new drivers, including instruction on equipment use and written documentation needed • Understand business costs and able to communicate appropriate costs to sales for new business opportunities and quote projects to clients • Assist staff members in meeting regulatory requirements of RCRA, DOT and OSHA, maintain compliance and documentation with all applicable state agencies • Maintain updates for ELD System equipment for driver log continuous use • Order and control non-office supply inventory • Communicate with outside vendors and inter-company ACT personnel when additional transportation needs (tanker/vac truck, roll-off or van trailer, etc.) • Ensure fleet is serviced as required • Assist operations staff in reducing cycle time at customer sites by developing, suggesting and requesting staff input for ideas to improve services and decrease cost • Interview potential candidates for operations positions • Assign operations priorities for all customer service tasks received directly from customers or ACT sales or operations staff • Ensure internal safety and compliance policies are adhered to on all projects • Maintain adequate levels of equipment for emergency response and ongoing projects • Conduct facility-wide compliance audits including field audits, inspections of staging, accumulating and storage areas to ensure proper housekeeping procedures and compliance 			

Northern CA General Manager
US Ecology
February 2021 to February 2022

Planned and directed all aspects of business and operations while ensuring all were conducted with health and safety as top priority. Responsible for profit and loss (P&L) and reported business performance for all 5 locations within the NorCal region: Alameda, Sacramento, Chico, Eureka and Dixon. Lead a team of leaders who oversaw projects, initiatives, and processes while ensuring they were performed in compliance with federal, state, and local regulations while responsibly managing resources and the wellbeing of staff.

Responsibilities / Duties:

- Directed activities, including day-to-day operations, emergency response services, environmental compliance, worker safety, customer service, maintenance programs, logistics, employee relations, and team member engagement
- Developed and managed operating and capital expenditure budgets and reports
- Developed and monitored metrics to measure operational and business objectives
- Developed and recommended business plans to achieve revenue and growth objectives
- Lead organic growth initiatives including development of new business lines or capabilities working with management, sales, and other company resources to identify and evaluate growth strategies
- Evaluated operations to control costs and maintain competitive position
- Maintained relationships with regulatory agencies
- Supported activities to renew, amend, modify, or expand existing licenses or permits consistent with adopted business plans
- Ensured operations were properly staffed and personnel were properly trained

Northern CA Regional Operations Manager
NRC Environmental Services / US Ecology
June 2016 to February 2021

Responsibilities / Duties:

- Oversaw daily operations activities for the Northern California region
- Traveled to work sites as needed
- Collaborated with Branch Managers to ensure consistency in contract administration
- Reviewed financial reports and invoices; supported financial improvements where needed
- Partnered with National Accounts for team sales
- Provided technical support to team members. Supported the development of systems to ensure sharing of best practices, targeting and meeting performance goals, sustainability, and continuous improvement initiatives
- Provided training to team members
- Contacted vendors/subcontractors for pricing for disposal, supplies, etc.
- Developed tracked, and reported KPIs to leadership and customer
- Participated in budget development and managed operating and capital expenditure budgets

Chico Branch Manager
NRC Environmental Services, Inc.
January 2016 to June 2016

Responsible for the branch's P&L management, personnel management, health & safety compliance/management and business development.

Responsibilities / Duties:

- Managed the business function according to budget
- Hired and trained quality personnel
- Provided ongoing management oversight
- Ensured that all employees maintained a safe workplace
- Ensured that all equipment met compliance standards related to DOT, maintenance and safety.
- Reviewed drivers' logs, trip and dispatch, etc. to ensure compliance.
- Developed branch quotes and provided oversight
- Partnered with the Proposal Group
- Worked closely with the Operations Administrator to ensure job folders were complete, quotes were accurate, and invoicing was completed in a timely manner
- Initiated and/or participated in daily/weekly safety meetings to enforce the expectation that employees adhered to job specific and company safety policies

Field Supervisor
AC Industrial / NRC Environmental Services Inc.
October 2005 to January 2016

Responsible for managing field service jobs, which included but were not limited to emergency response, hazardous materials handling, hazardous waste cleanup and site remediation. Was expected to perform the required work as needed in addition to managing the project. Was responsible for managing field service crews in a safe and compliant manner according to Health & Safety requirements as well as according to scope and budget.

Responsibilities / Duties:

- Met with the Branch or ER Manager for job details and team assignments
- Participated and conducted daily and weekly safety meetings with expectations of adhering to the job specific and company safety policies
- Operated and maintained trucks, equipment, and vehicles in a safe manner in accordance with all company health and safety policies
- Maintained on-call availability to perform emergency response services including the cleanup of hazardous/non-hazardous waste spills, disaster response and recovery, and waste management
- Performed remediation services, which included storage tank cleaning, industrial cleaning & maintenance, environmental site remediation, vacuum truck services, and demolition/dismantlement
- Understood the paperwork process flow, handling and transportation of non-hazardous and hazardous waste materials
- Through safety training, became an expert in recognizing onsite potential hazards and through communication and reporting, rectified concerns
- Maintained a spirit of cooperation and teamwork. Displayed leadership qualities including but not limited to work practices, attitude, H&S attentiveness, etc.



Education:

Diploma, Santa Cruz High School – Santa Cruz, CA 1998
Certificate, Hydrology & Forestry, Feather River College – Quincy, CA 2001

Certificates / Licenses / Specialized Training:

40-Hour OSHA Hazardous Waste Operations (HAZWOPER)
8-Hour OSHA Annual Refresher
OSHA Supervisor Training
40-Hour (AHERA) Asbestos Contractor/Supervisor Training
8-Hour HAZWOPER Supervisor
8-hour Clandestine Drug Lab Awareness Training
CPR / First Aid
Class C Driver's License, HM Endorsement
Certified as Supervisor, Entrant, and Rescue, for Confined Space Operations
Cylinder Management Treatment Training

As General Manager of ACT's Northern California operations, Jessica continuously demonstrates her vast knowledge and hands-on skills providing valuable technical information while aiding in over 500 emergency responses to clandestine drug labs, highway chemical spills and laboratory emergencies, as well as major chemical cleanups.

Education, Training & Professional Certifications

- BBA Bachelor of Business Administration | Coleman University – La Mesa, CA | 1992
- B.S. Computer Information Systems | Coleman University – La Mesa, CA | 1992
- OSHA 40-Hour HAZWOPER Certification & 8-Hour Annual Refresher
- OSHA Supervisor Training Course
- Clandestine Lab Cleanup Training
- Basic First Aid and CPR
- Reactive Materials Training
- Cylinder Safety Awareness Training
- DOT / Hazardous Waste Manifesting Training
- HAZCAT Training
- Resource Conservation and Recovery Act

Areas of Expertise

- General Management
- Operations Management
- Hazardous Waste Program Management
- Lab-Pack Specialist
- Off-Site Setup, Startup, and Continuous Management Specialist
- Profile and Manifest Specialist (Federal and CA State)

Responsibilities / Work Scope

Jessica is an expert in the setup, operations and hands-on management of both permanent and temporary Household Hazardous Waste Collection Facilities, and has managed over 300 HHW Collection Events and onsite waste management satellite locations for major bio-research companies, manufacturers and research institutions.

A recognized leader in the management storing, packaging, labeling, profiling and manifesting of hazardous waste, Jessica is a trusted advisor to clients and valuable resource to a host of regulatory agencies and groups including Cal DOT, EPA/DTSC. She has extensive knowledge in the handling and management of chemicals, chemical compatibility, health hazards and risks to employees through exposure.

Professional Experience

Advanced Chemical Transport, Inc. (ACTenviro) – Northern California | 2021 – present

General Manager – Northern California

NRC Environmental Services Inc. – Alameda, CA | 2016 – 2021

General Manager – Northern California

Clean Harbors Environmental Services, Inc.

Northern CA Technical Services General Manager – West Sacramento, CA | 2004-2014

Sacramento and Nevada Region Account Manager – West Sacramento, CA | 2003-2004

Customer Services Manager – San Jose, CA | 2001-2003

Safety-Kleen – West Sacramento, CA | 2000-2001

Proposal Manager

MSE Environmental – Benicia, CA | 1999-2000

Program Manager – Household Hazardous Waste (HHW)



Chris Maddox

Regional Sales Manager

Advanced Chemical Transport, Inc.
(dba ACTenviro)

967 Mabury Rd
San Jose, CA 95133

408 548 5050
408 548 5052
925 448 7455
cmaddox@actenviro.com

Years' Experience - With This Firm:

4

With Other Firms:

12

Current Position / Title: Regional Sales Manager

Company Name: ACTenviro

Dates of Employment: February 1, 2023 to
Current

Duties/Experience: Ensure client success and
satisfaction by finding cost-effective and
meaningful solutions.

Previous Position / Title: Account Manager

Company Name: ACTenviro

Dates of Employment: July 1, 2019 to February 1,
2023

Duties/Experience: Find creative solutions to
assist clients in their environmental program
goals.

Previous Position / Title: Branch Manager

Company Name: PSC Industrial

Dates of Employment: November 1, 2016 to July
1, 2019

Duties/Experience: Manage emergency response
operations for large California utility.

Education:

Los Gatos High School, 2007

University of California, Santa Barbara- Environmental Studies & Business, BA, 2011

Qualifications/Skills/Certificates/Licenses/Specialized Training(continued):

Circle all that Apply (add more as needed)

OSHA HAZWOPER 40-Hour
 OSHA 8-Hour Refresher (current)
 DOT Hazmat Employee (HM-181 & 232) with required recertification training
 RCRA Hazardous Waste Regulations with refreshers
 Emergency Response Operations (Levels A/B/C and D Training)
 OSHA 29 CFR 1910.20 Haz Waste Operations & Emergency Response Standard
 CPR, First Aid
 Confined Space Entry
 Blood Borne Pathogens Training
 Emergency Response / Spill Response Management
 Tank Cleaning
 Hazardous Waste Handling, Characterization, Profiling, Transportation and Disposal
 Chemical Transfers and Clean-Ups
 Laboratory Clean-Up and Decontamination

Relevant Project Experience:

Project Type and Estimate Value Range

Facility Closures- \$100,000- \$600,000/ facility
 Routine Waste Service Contracts- \$1,000- \$2,500,000/ yr
 Decontamination- \$25,000- \$150,000/ event
 Emergency Response- \$2,500- \$750,000/ event



*Salinas Valley Solid Waste Authority
RFP Transportation and Disposal of
Household Hazardous Waste Services*

APPENDIX - C

W-9 and COIs

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2023

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

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

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Joy Arakaki PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: joy.arakaki@usi.com		FAX (A/C, No): 610-362-8530
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Starr Indemnity and Liability Company		38318
		INSURER B : Hartford Fire Insurance Company		19682
		INSURER C : Starr Surplus Lines Insurance Company		13604
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1000066897221	04/18/2022	04/18/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	1000638118221	04/18/2022	04/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0	X	X	1000336473221	04/18/2022	04/18/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	83WEOH7000	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contr. Poll. Liab Prof. Liability			1000066898221 1000066898221	04/18/2022 04/18/2022	04/18/2023 04/18/2023	\$1,000,000/\$2,000,000 \$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDER

CANCELLATION

Advanced Chemical Transport, Inc. 967 Mabury Road San Jose, CA 95133	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Advanced Chemical Transport Inc.	
2 Business name/disregarded entity name, if different from above ACTenviro	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 8459	Requester's name and address (optional)
6 City, state, and ZIP code Pasadena, CA 91109-8459	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	2			2	2	2	6	8 1 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1-9-2023
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

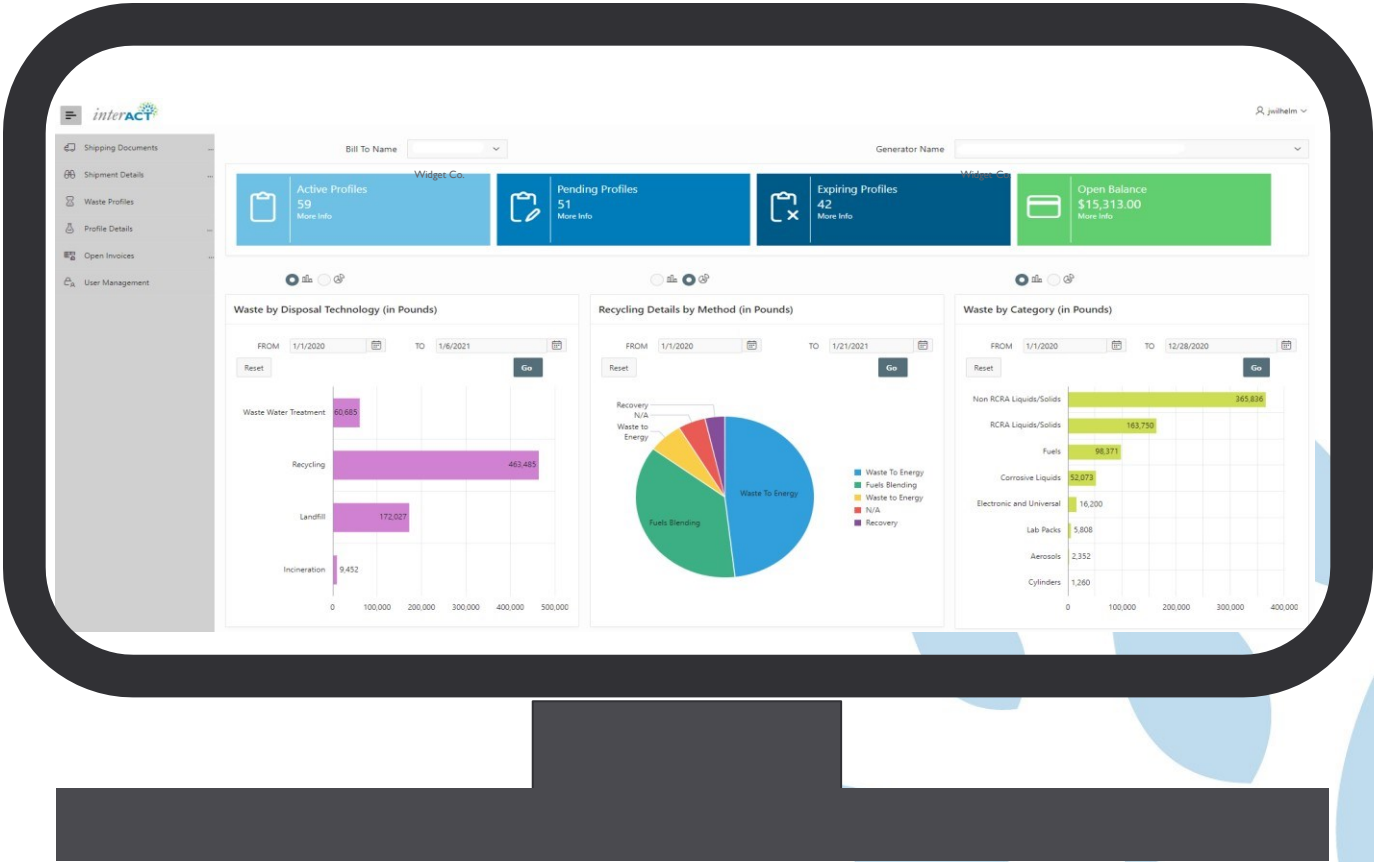
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

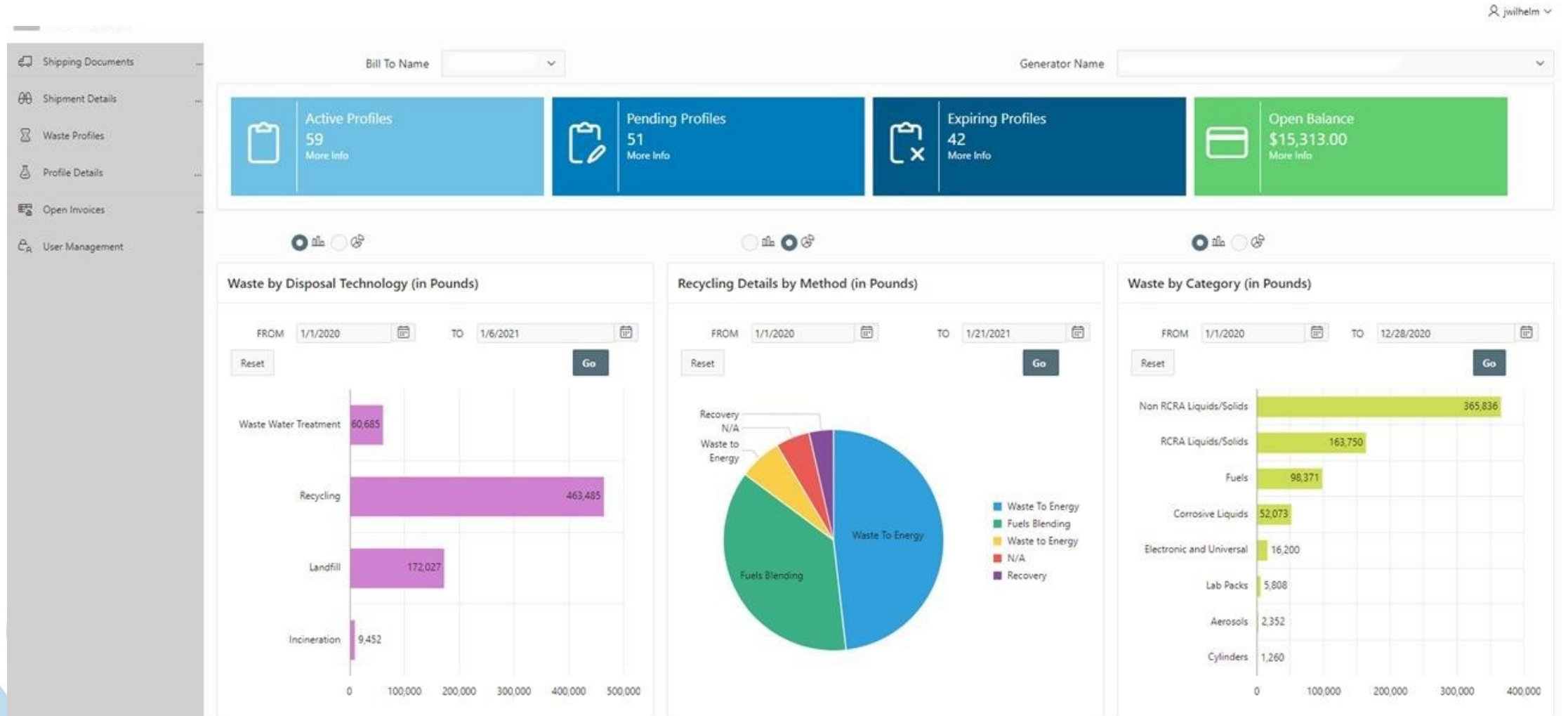
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



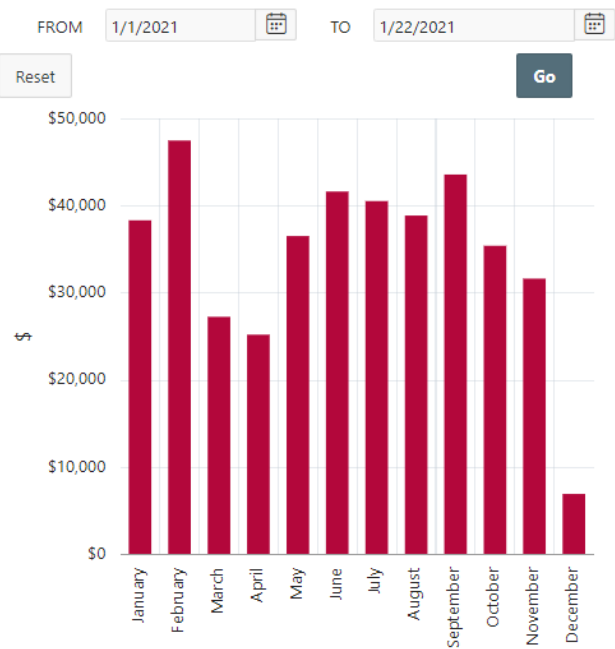
Customer Self-Serve
Online Portal





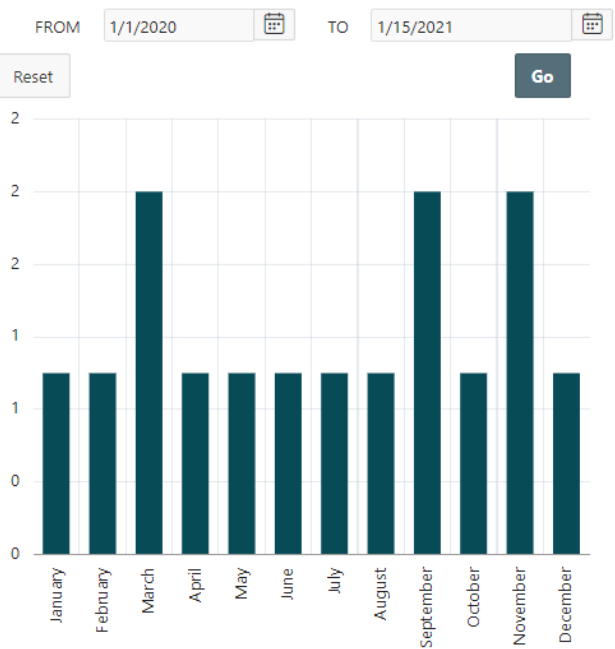
- Shipping Documents
- Shipment Details
- Waste Profiles
- Profile Details
- Open Invoices
- User Management

Waste Per Month

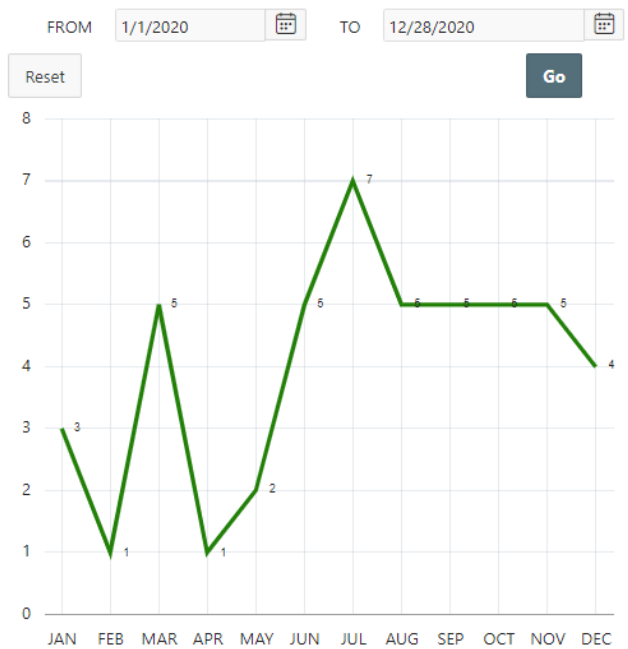


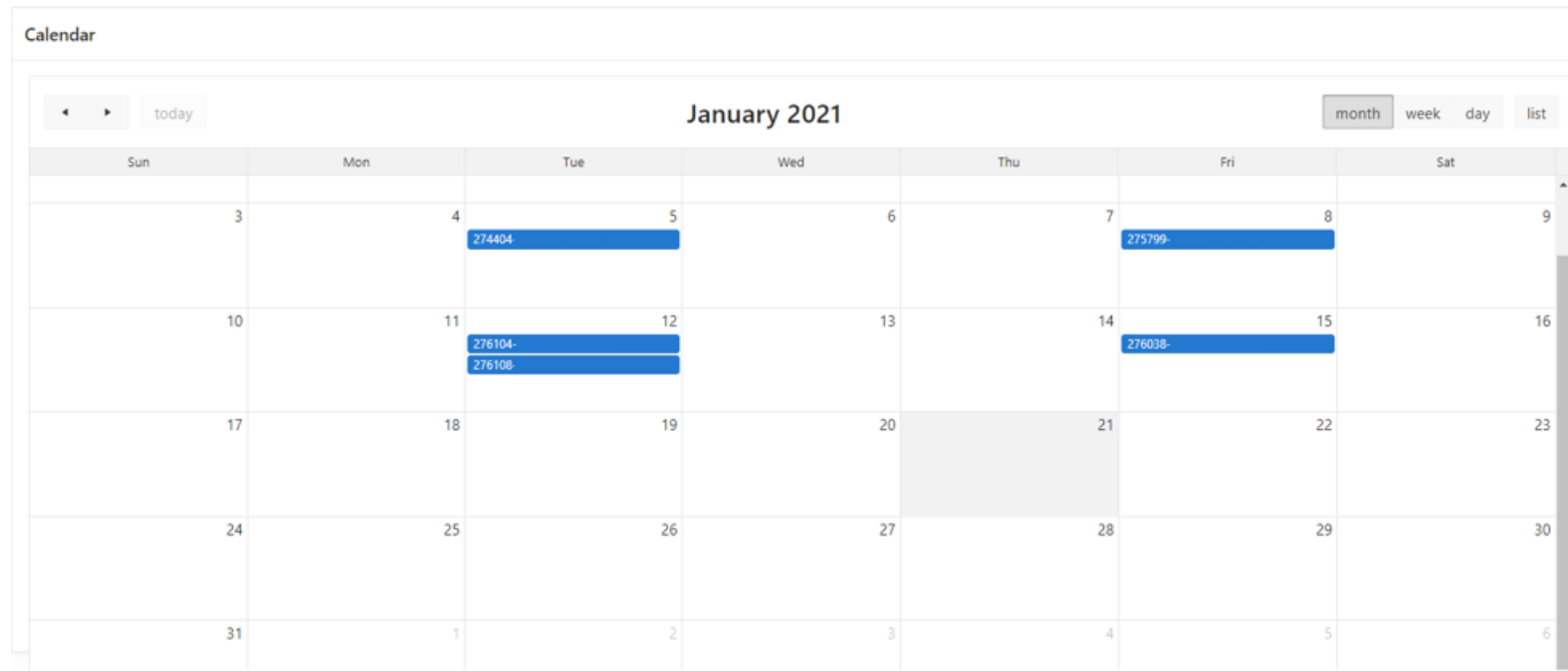
* Disposal Fees only

Sales Orders Per Month

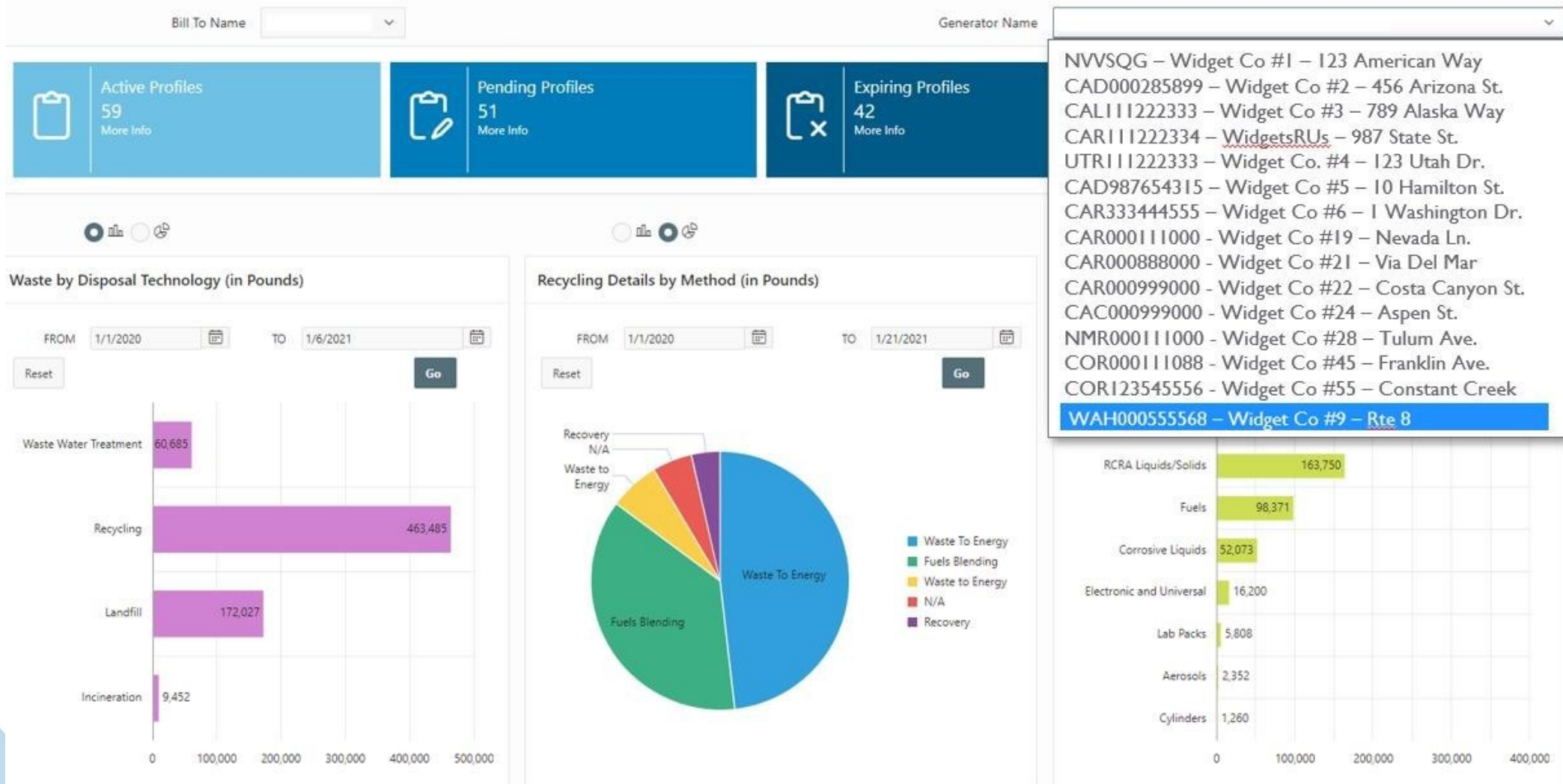


Manifests Per Month





Calendar View of Customer's
Scheduled Shipments



Drop down
menu
selection of
Customer's
Site EPA IDs



jwilhelm

- Shipping Documents
- Shipment Details
- Waste Profiles
- Profile Details
- Open Invoices
- User Management

Bill To Name Widget Co

Generator Name CAL011222333 – Widget Co #3 – 789 Alaska Way

Search: All Text Columns Go Primary Report Actions Reset

Shipment Year equals 2020

Manifest Number	Document	Generator Name	Epa Id	Shipment Month	Shipment Year	Shipment Date	Designated Facility
012325689JJK	Download	CAL011222333 – Widget Co #3 – 789 Alaska Way	CAL011222333	JUN	2020	6/9/2020	Advanced Chemical Treatment
012325689JJK	Download	CAL011222333 – Widget Co #3 – 789 Alaska Way	CAL011222333	MAR	2020	3/10/2020	Advanced Chemical Treatment
012325689JJK	Download	CAL011222333 – Widget Co #3 – 789 Alaska Way	CAL011222333	JAN	2020	1/14/2020	Advanced Chemical Treatment
012325689JJK	Download	CAL011222333 – Widget Co #3 – 789 Alaska Way	CAL011222333	JUL	2020	7/14/2020	Advanced Chemical Treatment



jwilhelm

- Shipping Documents
- Shipment Details
- Waste Profiles
- Profile Details
- Open Invoices

Open Invoices
(
List of open invoices to review/download)

Bill To Name Widget Co

Generator Name CAL011222333 - Widget Co #3 - 789 Alaska Way

Print/Download



Invoice Number SI-99713

Date 12/31/2020

ATTN: Accounts Payable
San Diego - CA
92186

BILL TO

P.O Box 85608
ATTN: Accounts Payable
San Diego - CA
92186

P.O. NO.	TERMS	REP	COUNTY	JOB DATE	WORK ORDER	ACT CONTACT			
	NET 30			12/31/2020					
Line No ↑≡	Profile	Description	Qty	Size	Manifest	Rate (\$)	Sales Tax (\$)	Amount (\$)	Amount Including Tax (\$)
10000		Fuel & Energy Recovery Fee - 3.5%	75	Each		0.04	0.00	2.63	2.63
20000		Labor - Project Lead	1.25	Hour		60.00	0.00	75.00	75.00
30000		Fuel & Energy Recovery Fee - 3.5%	90	Each		0.04	0.00	3.15	3.15
40000		Labor - Project Lead	1.5	Hour		60.00	0.00	90.00	90.00
50000		Fuel & Energy Recovery Fee - 3.5%	90	Each		0.04	0.00	3.15	3.15
60000		Labor - Project Lead	1.5	Hour		60.00	0.00	90.00	90.00
Invoice Total (\$)								263.93	263.93

This is a representation of the invoice sent by ACT

- Shipping Documents
- Shipment Details
- Waste Profiles**
- Profile Details
- Open Invoices
- User Management

Bill To Name **Widget Co** Generator Name **CAL01 I222333 – Widget Co #3 – 789 Alaska Way**

Waste Profiles

Search: All Text Columns Go Actions

Active equals A

Generator Name	Epa Id	Profile Number	Common Name	Approval Status	Last Shipment Date	Disposal Facility	Active	Expiring	Expiration Date
Widget Co #3	CAL01 I222333	ACT6050	EMPTY DRUMS	A		Apex Drum Inc.	A	N	
Widget Co #3	CAL01 I222333	CH599605A22K	AQUEOUS VX HYDROLYSATE SOLUTION	A		Clean Harbors Wilmington LLC	A	N	
Widget Co #3	CAL01 I222333	ACT31768	PROPANE CYLINDERS	A		Stoody Industrial & Welding Supply Inc	A	N	
Widget Co #3	CAL01 I22233	ACT63175	UV LAMPS FOR RECYCLE	A		Advanced Chemical Transport, Inc. (SD)	A	N	
Widget Co #3	33	CH1527146	INNOCUOUS SOLIDS AND DEBRIS	A		Clean Harbors Wilmington LLC	A	N	
Widget Co #3	CAL01 I22233	R20-29618	AEROSOLS	A		Recicladora Temarry de Mexico, SA DE CV	A	Y	3/5/2021
Widget Co #3	33	R20-29795	OILY DEBRIS	A		Recicladora Temarry de Mexico, SA DE CV	A	Y	3/6/2021
Widget Co #3	CAL01 I22233	Q70137708-69	MIXED ACIDS	A		US Ecology Nevada, Inc	A	N	
Widget Co #3	33	ACT48127	ALKALINE BATTERIES	A		Advanced Chemical Transport, Inc. (SD)	A	N	

Shipping Documents

Shipment Details

Waste Profiles

Profile Details

Open Invoices

User Management

Bill To Name

Widget Co

Generator Name

CAL011222333 - Widget Co #3 - 789 Alaska Way

Waste Profiles

Q

Search: All Text Columns

Go

Actions

Reset

Active equals A

Generator Name	Epa Id	Profile Number	Common Name	Approval Status	Last Shipment Date	Disposal Facility	Active	Expiring	Expiration Date
Widget Co #3	CAL011222333	ACT0050	EMPTY DRUMS	A		Apex Drum Inc.	A	N	
Widget Co #3	CAL011222333	CH599605A22X	AQUEOUS VX HYDROLYSATE SOLUTION	A		Clean Harbors Wilmington LLC	A	N	
Widget Co #3	CAL011222333	ACT11798	PROPANE CYLINDERS	A		Steady Industrial & Welding Supply Inc	A	N	
Widget Co #3	CAL011222333	ACT63121	UV LAMPS FOR RECYCLE	A		Advanced Chemical Transport, Inc. (SD)	A	N	
Widget Co #3	CAL011222333	CH1527146	INNOCUOUS SOLIDS AND DEBRIS	A		Clean Harbors Wilmington LLC	A	N	
Widget Co #3	CAL011222333	520-29618	AEROSOLS	A		Recicladora Temany de Mexico, SA DE CV	A	Y	3/5/2021
Widget Co #3	CAL011222333	520-29795	ONLINE DEBRIS	A		Recicladora Temany de Mexico, SA DE CV	A	Y	3/6/2021
Widget Co #3	CAL011222333	070137506-49	MIXED WASTE	A		US Ecology Nevada, Inc	A	N	
Widget Co #3	CAL011222333	ACT48142	ALKALINE BATTERIES	A		Advanced Chemical Transport, Inc. (SD)	A	N	

interACT

Shipping Documents

Shipment Details

Waste Profiles

Profile Details

Open Invoices

User Management

Bill To Name

General Atomics

Generator Name

CAR000198143-General Atomics-11222 Flintkote Ave.

Q

Search: All Text Columns

Go

Actions

Reset

Profile Number equals ACT40365

Epa Id	Profile Number	Last Shipment Date	Dot Shipping Description	Common Name	Epa Waste Codes	State Waste Codes	Approval Status	Expired	Disposal Facilities
CAL011222333	ACT40365		UN1950, Waste Aerosols, 2.1	AEROSOLS	D001		A	8/10/2021	Advanced Chemical Treatment

1 - 1 of 1

ACTenviro

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June 06, 2023

APPENDIX - E SAFETY PROGRAM

*Salinas Valley Solid Waste Authority
RFP Transportation and Disposal of
Household Hazardous Waste Services*



ACT Health and Safety Management Program

We are proud of our consistent safety programs and believe that our efforts will provide all project personnel with safe, efficient and effective working environment. If you would like additional details, please feel free to contact Krista Harsono, Compliance Director, ACTenviro; Office (408) 548-5002 x 502 Cell (619) 571-5737

Safety Management Systems

ACT strives to be on the cutting edge of safety management. We have benefited greatly from steadily declining accident trends, but recognize there are significant opportunities for further program development. We are using a continuous improvement approach to our safety management programs, and as such, many programs and initiatives are in various stages of implementation or development at any point in time. Some of these include: site safety inspections and audits; near miss reporting and investigation; root cause analysis of accidents and near misses; monthly H&S performance reporting to senior management; regular reviews and discussions with operations management regarding our H&S performance.

ACT has developed and implemented many safety management standards that helped us to achieve our current level of safety competency. Some of these include: joint labor/management continuous improvement teams (e.g., Safety Committees); incident investigations and follow-up; labor/management standards and procedures development committees; near miss investigations; technical health and safety program; pro-active safety plan development (i.e., Site Specific Health and Safety Plans, Operations Safety Evaluations, Job Hazard Analyses, Job Safety Briefings, etc.); site compliance inspections and audits; formal accident reporting; health and safety management goal development and tracking.

ACT has also developed many innovative safety management programs designed to maintain and further improve our existing safety performance and minimize risks. Some of these are described in detail below.

Risk Minimization Programs

ACT believes that our customers derive significant benefit from a contractor who minimizes operational risks. To this end, ACT has developed a comprehensive risk minimization safety program. In addition to standard industrial hygiene and safety management programs required by government regulations, ACT has developed many unique and innovative programs designed to enhance the safety and effectiveness of our operations. These programs will minimize risk and liability while assuring the efficiency and effectiveness of our operations.



ACT develops a Site-Specific Health and Safety (SSHSP) plan for each project we perform. Complexities of the plan are based on the risks, hazards and scope of work. Where appropriate, these plans are further refined into Safety Guidelines which detail exposure prevention methodology, safe work practices, and accident avoidance techniques for the safe completion of a project involving a particular compound or hazard.

ACT expends considerable energy and resources to minimize your costs while facilitating the timely and safe completion of this project. Since our safety guidelines are standardized, a minimum effort is required to tailor a plan that fits the characteristics and limitations of your project. You derive the benefit of having a comprehensive plan that manages site-specific safety and health issues at minimum time and expense.

Health and Safety Program Organization

The ACT Health and Safety Program is administered by the Regulatory Compliance Director, who has overall responsibility for the implementation and enforcement of ACT' Health and Safety Policies and SSHSP. As well, our safety professionals review and approve site-specific health and safety plans, as well as any revisions that may become necessary due to changes in site conditions or operations.

Regional Health and Safety Managers, periodically audit job sites to evaluate compliance with the elements prescribed in the SSHSP, and to ensure that ACT' Health and Safety Policies are followed.

As part of ACT's commitment to developing and maintaining safety awareness on all sites, daily safety meetings are held prior to the commencement of work. Meetings are conducted to discuss specific safety issues, including but not limited to, the identification of work zones and applicable restrictions, personal protective equipment, and notification of known and potential site hazards. Applicable physical hazard data sheets, policies and procedures, and accompanying safe work practices are also reviewed.

Health and Safety Employee Training

For hazardous material handling technicians, the initial training curriculum begins with a five-day, 40-hour Hazardous Waste Management training program that certifies our employees in accordance with OSHA Final Rule 29 CFR Part 1910.120 (e) (3). Supervisors and foremen receive additional training, the emphasis of which is supervisory responsibilities and skills in handling hazardous materials. Additional courses include the 24-hour Emergency Response Activities program in accordance with OSHA Final Rule 29 CFR Part 1910.120 (q) (6); Confined Space Entry Rescue in accordance with OSHA Final Rule 29 CFR Part 1910.146 and DOT/HM-181 in accordance with DOT training requirements in 49 CFR 172.704 (a) (1) and (2); OSHA 30 Construction Training 29 CFR 1926; Employees participate in at least 12 hours of annual refresher training and site-specific training prior to each job.

Medical Surveillance/Medical Monitoring

ACT' employees whose work entails potential exposure to hazardous materials or environments participate in a comprehensive Medical Surveillance Program (MSP). For all work involving hazardous operations, each ACT employee must complete a medical screening and surveillance examination. This



information is used to establish the present medical status of the individual and involves numerous diagnostic tests.

During the physical examination, special attention is given to the individual's ability to wear negative pressure air purifying respirators and self-contained breathing apparatus (SCBA) under working conditions.

In addition to pre-placement physicals, periodic physicals are performed. Additionally, exams are given at termination, re-assignment, and as soon as possible following notification by an employee that he or she has developed signs or symptoms indicating possible over exposure to hazardous substances or health hazards, that he or she has been injured, that he or she has been exposed above the permissible exposure limit, or exposed above the published exposure levels in an emergency situation.

The purposes of the MSP are to:

- Determine if employees are capable of performing ACT operations without adverse effects to the employee. This is accomplished through the pre-employment physical.
- Assure the continued health of our employees and effectiveness of the prevention programs. This is addressed through periodic physicals and evaluations after an exposure incident.
- Document the health status of employees who are no longer exposed to hazardous waste operations through reassignment or termination. This occurs as a result of our termination physical.

Employee Coverage

All newly hired or existing employees whose jobs result in the following are included in the MSP:

- Work in potentially hazardous environments--i.e., hazardous waste sites, confined spaces, toxic material handling, etc.
- Potential exposure to toxic material.
- Use of respiratory protection.
- Injured due to potential over-exposure.

Please note that the ACT' medical consultant will determine actual exam contents.

Examination Frequency

ACT will provide exams to employees on the following schedule:

- Pre-Employment (Prior to hire or reassignment to a job covered under Scope/Employee Coverage.)
- Annual (At least once every twelve (12) months for Site Services employees.)
- Biennial (At least every two years for facility-based employees.)



- Termination or Reassignment (If an employee is reassigned to a position where the employee no longer satisfies the set criteria, i.e., would no longer be covered by the MSP, a re-exam is not necessary if the employee has had a medical exam within six (6) months of his/her transfer date and the employee has not experienced an "incident". Terminated (voluntary and non-voluntary) employees must be offered exit physicals. However, an employee has the right to decline this physical. If they should choose this option, the employee must complete the attached Exit Physical Waiver. The original copy of the signed Waiver should be sent to Human Resources. A copy of the form should be retained in the location's personnel file.)
- Incident (Employees will be provided with a medical exam to determine the extent of exposure, injury, etc., and an exam will be required in the following situations: as soon as possible following notification by an employee that the employee has developed signs or symptoms indicating possible over-exposure to hazardous substance or health hazard, the employee has been injured or exposed above the permissible exposure limit or published exposure levels in an emergency situation, or when exposure occurs in an emergency situation and employees were not utilizing appropriate personal protective equipment.)

Emergency Procedures

Due to the uncertain nature of emergency response hazardous waste site operations, ACT has developed procedures to pre-plan for potential mishaps. As part of the Site-Specific Health and Safety Plan, specific contingency information is developed. The information includes, but is not limited to, the names and phone numbers of key personnel, local emergency medical services, police, fire and hospital, directions to the nearest hospital capable of treating potentially injured personnel, proposed emergency response actions and necessary personal protective equipment, and a spill containment program.

Prior to commencing any on-site operations, the Project Manager, in cooperation with the Health and Safety manager, advises all on-site personnel of potential emergency situations. Evacuation and rescue plans, assignment of emergency response duties, and the placement of emergency response and rescue equipment will be decided before any on-site activities begin. Pre-planning for an emergency includes the use of a "buddy system" and pre-arranged hand signals to convey emergency information in the event of failure of two-way radio or other communication systems. Inspections of tanks, drums, equipment and tubing used by ACT are performed daily to look for signs of corrosion or leaks. In the event of a release of a hazardous substance or hazardous waste, or in the event of fire or explosion at the site, the Project Manager will determine if an emergency situation exists. The Project Manager will conduct an assessment to determine the character and extent of the release and will assess the possible hazards to human health and the environment. If human health or the environment is threatened, or reportable quantities of hazardous materials have been spilled, the appropriate state and federal officials will be notified.

Decontamination Procedures

ACT utilizes a three-zone approach to control the movement of personnel and equipment onto a site. The zones consist of the exclusion zone, contamination reduction zone, and support zone. The purpose of implementing the work zones is to prevent the possible exposure of unprotected site personnel to



hazardous materials and to prevent removal or migration of contaminants from the site. Decontamination procedures in conjunction with the establishment of work zones improve our ability to prevent the migration of contaminants from the site. Decontamination procedures will be outlined in the Site-Specific Health and Safety Plan. The extent of the procedures will depend on several factors including the type of contaminant, the amount of contamination, levels of protection utilized, and the type of protective equipment worn. The more harmful the contaminant, the more extensive and thorough the decontamination procedures will be. Equipment and personnel are decontaminated in combination with the sequential doffing of protective equipment.

The combination of the aforementioned programs, along with the Compliance and Health & Safety Staff professionals at ACT, provides a mechanism to respond to the various issues which face ACT, and in turn our customers and vendors.

We are constantly looking for ways to improve our programs and systems with “zero incidents” being the ultimate goal. We work with, and learn from, the customers and vendors we interact with every day. This desire to improve, combined with an openness to share programs and ideas with customers and vendors,

Accident Recording

ACT’ aggressive efforts to accurately and honestly record injuries demonstrate our commitment to a continuous improvement approach to H&S. There might be a perceived benefit to forego strict interpretation of OSHA’s record keeping requirements, i.e., if injuries and illnesses are not accurately recorded, accident rates will appear erroneously low. ACT believes this is certainly not in your, or our, best interest. Therefore, we expend significant effort to assure that accidents are accurately recorded.

Internal Audits

ACT has taken additional steps to ensure that our operations are conducted with strict adherence to company guidelines and OSHA regulations. ACT utilizes an internal auditing process to review our various operations with respect to health and safety procedures, record-keeping, training, regulatory requirements, and numerous other areas of concern. In addition to this, we employ a group of highly skilled Industrial Hygiene professionals that audit our operations and provide the appropriate guidance to ensure safe and healthy operations.

The comprehensive internal audits result in a Corrective Action Plan. The items included in the CAP are monitored until completion. The follow-up involved in these plans is an extremely important component of our continuous improvement approach to H&S.



APPENDIX - F EMPLOYEE TRAINING MATRIX

Salinas Valley Solid Waste Authority
RFP Transportation and Disposal of
Household Hazardous Waste Services

TOPIC	CATEGORY	FREQUENCY	Office	TSS	OSR - Admin	OSR - DOT	Account Mgr.	HSE	SNL Solid Waste Tech	SNL HW Tech	SNL HW Tech / Driver	Tech	Tech - TSDF	Tech - AMAT	ND Driver	Driver	OTR Driver
A Tight Squeeze	DOT	Triennial									X					X	
Accident Summary & Prevention	HSE	Annual															
ACTreatment Daily Inspections	Company	Biennial											X				
ACTreatment Facility Orientation	Company	Initial											X				X
ACTreatment Manifest QC	Company	Biennial															
Aerial Lift Platform Safety	HSE	Initial												X			X
Air Brake Training	DOT	Triennial															X
Backing a Rig Safely	DOT	Triennial														X	X
Beryllium Safety	HSE	Triennial															X
Blocking & Bracing	DOT	Triennial									X					X	X
Bloodborne Pathogens	HSE	Annual					X	X				X		X	X	X	X
Bonding and Grounding of Flammable Liquids Transfers	HSE	Triennial										X	X	X	X	X	
Brakes, Grade, and Runaways for Highway Trucks Part 1	DOT	Triennial														X	X
Brakes, Grade, and Runaways for Highway Trucks Part 2	DOT	Triennial														X	X
Cabin Interior – Pre-Trip Checklist	DOT	Triennial														X	X
Cargo Securement	DOT	Triennial									X					X	
Cargo Tank Rollovers - Part 1	DOT	Triennial														X	
Cargo Tank Rollovers - Part 2	DOT	Triennial														X	X
Cargo Tank Rollovers - Part 3	DOT	Triennial														X	X
Cargo Tank Rollovers - Part 4	DOT	Triennial														X	X
Cargo Tanks	DOT	Triennial															X
Cargo Theft	DOT	Triennial														X	
Chemical Move Procedures	Company	Triennial										X	X	X	X	X	X
Cleaning Out Trailer	DOT	Triennial														X	
Cleaning Windshield	DOT	Triennial									X				X	X	X
Common Sense & Accident Prevention	Company	Triennial															
Compressed Gas Safety	HSE	Triennial						X				X	X	X	X	X	
Conducting Pre/Post-Trip Inspections	DOT	Triennial									X					X	
Confined Space Entry	HSE	Triennial												X			
Confined Space Rescue	HSE	Annual															X
Connecting/Disconnecting Gladhands	DOT	Triennial														X	X
Consolidated Manifesting Procedure	Sales	Initial		X	X	X											X
Coupling a Trailer	DOT	Triennial														X	X
CPR/FA/AED	HSE	Biennial															X
Cranking Trailer Landing Gear	DOT	Triennial														X	X
CSA Basic Driver Series - Part 1	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 2	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 3	DOT	Triennial									X					X	
CSA Basic Driver Series - Part 4	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 5	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 6	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 7	DOT	Triennial									X					X	X
CSA Basic Driver Series - Part 8	DOT	Triennial									X					X	X
CSA Basic Manager Series - Part 1	DOT	Triennial														X	X
CSA Basic Manager Series - Part 2	DOT	Triennial															X
CSA Basic Manager Series - Part 3	DOT	Triennial															X
CSA Basic Manager Series - Part 4	DOT	Triennial															X
CSA Basic Manager Series - Part 5	DOT	Triennial															X

TOPIC	CATEGORY	FREQUENCY	Office	TSS	OSR - Admin	OSR - DOT	Account Mgr.	HSE	SNL Solid Waste Tech	SNL HW Tech	SNL HW Tech / Driver	Tech	Tech - TSDF	Tech - AMAT	ND Driver	Driver	OTR Driver
CSA Basic Manager Series - Part 6	DOT	Triennial															
CSA Basic Manager Series - Part 7	DOT	Triennial															X
CSA Basic Manager Series - Part 8	DOT	Triennial															X
Defensive Driving	DOT	Triennial							X		X					X	X
Diesel Exhaust Fluid	DOT	Triennial														X	X
Distracted Driving	Company	Triennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Distracted Driving Awareness	DOT	Triennial							X		X				X	X	X
Distracted Driving Awareness - No Device Allowed	DOT	Triennial							X		X				X	X	X
DOT - ACT Specific	DOT	Triennial										X	X	X	X	X	X
DOT Compliance Manual	Company	Triennial														X	X
DOT Manifest Training	DOT	Triennial			X	X											X
DOT Supervisor	Supervisor	Biennial															X
Driver Fuel Card Policy	Company	Triennial													X	X	X
Drug & Alcohol Awareness	DOT	Triennial						X	X		X	X	X	X	X	X	X
Drug Policy Program	Company	Triennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Drum Handling Safety	Company	Triennial								X	X	X	X	X	X	X	X
Electric Pallet Jack Part 1	HSE	Triennial										X	X	X	X	X	X
Electric Pallet Jack Part 2	HSE	Triennial										X	X	X	X	X	
Electrical Safety	HSE	Triennial												X			
Emergency Action Plan	Company	Biennial	X	X	X	X	X	X				X	X	X	X	X	
Emergency Contingency Plan	Company	Annual											X				
Emergency Response Guide - Part 1	DOT	Triennial									X	X		X	X	X	
Emergency Response Guide - Part 2	DOT	Triennial									X	X		X	X	X	
Emergency Response Guide - Part 3	DOT	Triennial									X	X		X	X	X	
Empty Container Management	Company	Triennial										X	X	X	X	X	X
Entering MWTD into EW	Sales	Initial		X	X	X											X
Entering/Exiting Truck Cab	DOT	Triennial							X		X					X	X
Entry Level Driver	DOT	Triennial									X					X	X
EPA ID Data Entry	Sales	Initial		X	X	X											X
Fall Protection	HSE	Triennial										X	X	X	X	X	X
Fatigue Management - Part 1	DOT	Triennial														X	X
Fatigue Management - Part 2	DOT	Triennial														X	X
Fire Extinguisher	HSE	Annual	X	X	X	X	X	X				X	X	X	X	X	X
Fork Lift	HSE	Triennial											X	X			X
Fuel Efficiency - Idling / Route Management	DOT	Triennial														X	X
Fuel Efficiency - Skills & Behavior	DOT	Triennial														X	
Fuel Efficiency - Tire Pressure	DOT	Triennial														X	X
Fundamentals of Tire Wear – Part 1	DOT	Triennial							X		X					X	X
Fundamentals of Tire Wear – Part 2	DOT	Triennial							X		X					X	X
Getting on/off Trailer	DOT	Triennial														X	X
GOAL	DOT	Biennial							X		X					X	X
Hand & Power Tool Safety	HSE	Triennial										X	X	X	X	X	X
Harassment Policy	Company	Biennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Hazard Communication	HSE	Triennial					X	X				X	X	X	X	X	X
Hazardous Materials Transportation Security Training	DOT	Annual										X	X	X	X	X	X
Hazardous Waste Awareness	HSE	Annual		X	X	X	X	X				X	X	X	X	X	X
Hazardous Waste Pick-Up Procedures	Company	Biennial										X	X	X	X	X	X
Hazardous Waste Transporter	DOT	Annual									X					X	X

TOPIC	CATEGORY	FREQUENCY	Office	TSS	OSR - Admin	OSR - DOT	Account Mgr.	HSE	SNL Solid Waste Tech	SNL HW Tech	SNL HW Tech / Driver	Tech	Tech - TSDF	Tech - AMAT	ND Driver	Driver	OTR Driver
HazMat Transport Vol 1 Section 1 - Intro to Hazardous Materials	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 1 Section 2 - Reading the HazMat Table – Part 1	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 1 Section 2 - Reading the HazMat Table – Part 2	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 2 Section 1 - Shipping Papers	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 2 Section 2 - Placards Part 1	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 2 Section 3 - Placards Part 2	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 3 Section 1 - Emergency Response Info	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 3 Section 2 - Marking for Bulk Packaging	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 3 Section 3 - Segregation Table	DOT	Triennial										X	X	X	X	X	X
HazMat Transport Vol 3 Section 4 - Transport Prep for HazMat	DOT	Triennial										X	X	X	X	X	X
HAZWOPER Initial	HSE	Initial										X	X	X	X	X	X
HAZWOPER Refresher	HSE	Annual										X	X	X	X	X	X
Hearing Conservation	HSE	Annual										X	X	X	X	X	X
Heat Stress Awareness Prevention - Part 1	HSE	Triennial							X	X	X	X	X	X	X	X	X
Heat Stress Awareness Prevention - Part 2 - Types of Heat Illness	HSE	Triennial							X	X	X	X	X	X	X	X	X
Heat Stress Awareness Prevention - Part 3 - Treatment for Heat Exhaustion Symptoms	HSE	Triennial							X	X	X	X	X	X	X	X	X
Heat Stress Awareness Prevention - Part 4 - Acclimatization	HSE	Triennial							X	X	X	X	X	X	X	X	X
Heat Stress Awareness Prevention - Part 5 - Training and Supervisory Responsibility	Supervisor	Triennial										X	X	X	X	X	X
HMTS Plan Acknowledgement	Company	Initial															X
Hours of Service Part 1 - Introduction to Hours of Service	DOT	Triennial														X	X
Hours of Service Part 2 - The 14 Hour Window / 11 Hour Limit / 60-70 Hour Duty Limit	DOT	Triennial														X	X
Hours of Service Part 3 - The Thirty Minute Break & 34 Hour Restart	DOT	Triennial														X	X
Hours of Service Part 4 - On-Duty Time / Travel Time / Off-Duty Time	DOT	Triennial														X	X
Hours of Service Part 5 - The Sleeper Berth Provision	DOT	Triennial														X	X
Hours of Service Part 6 - The Driver's Daily Log Book	DOT	Triennial														X	X
Hydrofluoric Acid Safety Training	HSE	Triennial												X			X
Hydrogen Sulfide Awareness	HSE	Triennial										X	X	X	X	X	X

TOPIC	CATEGORY	FREQUENCY	Office	TSS	OSR - Admin	OSR - DOT	Account Mgr.	HSE	SNL Solid Waste Tech	SNL HW Tech	SNL HW Tech / Driver	Tech	Tech - TSDF	Tech - AMAT	ND Driver	Driver	OTR Driver
IATA	HSE	Biennial															X
Ice - The Enemy of the Truck Driver	DOT	Triennial														X	X
Incident Investigations	HSE	Triennial	X	X	X	X	X	X				X	X	X	X	X	X
Injury & Illness Prevention	HSE	Triennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Labeling	DOT	Triennial										X	X	X	X	X	X
Ladder & Stairway	Company	Initial															X
Lead Awareness	HSE	Triennial												X			X
Level 1 Inspections	DOT	Triennial														X	X
Load Securement	DOT	Biennial							X		X					X	
Loading/Unloading Bulk Trailer	DOT	Triennial														X	
Lockout Tagout	HSE	Triennial												X			
Manual Material Handling	Company	Biennial							X	X	X	X	X	X	X	X	X
Marking	DOT	Triennial								X	X	X	X	X	X	X	X
Medical Waste Pick-Up Procedures	Company	Biennial															
Module 2 - TSS/OSR Job Description	Sales	Initial		X													
Module 3 - TSS/Sales Proposal Generation	Sales	Initial		X			X										
Module 4 - TSS Training	Sales	Initial		X	X	X	X										
Module 5 - Enviroware User Manual	Sales	Initial		X	X	X	X										
Module 6 - Enviroware Initial Training																	
Module 6 - Enviroware Profile Entry	Sales	Initial		X													
Module 8 - Enviroware Pricing Management	Sales	Initial		X		X											
Module 9 - Manifest Training	Sales	Initial		X			X										
Not What the Doctor Ordered	DOT	Triennial							X		X					X	X
Opening/Closing Trailer Door	DOT	Triennial														X	X
Packaging	DOT	Triennial								X	X	X	X	X	X	X	X
Personal Protective Equipment	Company	Biennial										X	X	X	X	X	X
Placarding	DOT	Triennial								X	X					X	X
Pre-Acceptance Inspection Sheet	Company	Initial		X	X	X						X	X	X	X	X	
Probationary Employees	Supervisor	Initial															
Radiation Safety	HSE	Annual						X									
Radioactive Waste Pick-Up Procedures	Company	Biennial															
Respiratory (SCBA)	HSE	Annual												X			
Respiratory Fit Test	HSE	Annual						X				X	X	X	X	X	
Respiratory Protection	HSE	Annual						X				X	X	X	X	X	
Return to Work	Company	Triennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Road Rage	DOT	Triennial													X	X	X
Roadside Inspection Conduct	DOT	Triennial														X	X
Roadside Inspections - 3 Parts	DOT	Triennial														X	
Roll Off Loading & Unloading Program	Company	Biennial															
Safe Handling of Wooden Pallets	HSE	Triennial							X	X	X	X	X	X	X	X	
Safe Operation of Crane & Hoist	HSE	Triennial												X			
Safe Packaging Guidelines	Company	Biennial								X	X	X	X	X	X	X	X
Securing Freight in Van/Refer Trailer – Future Category	DOT	Triennial														X	X
Sexual Harassment – Workplace Part 1	Company	Biennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sexual Harassment – Workplace Part 2	Company	Biennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sexual Harassment – Workplace Part 3	Company	Biennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Shipping Papers Part 1	DOT	Triennial								X	X					X	

TOPIC	CATEGORY	FREQUENCY	Office	TSS	OSR - Admin	OSR - DOT	Account Mgr.	HSE	SNL Solid Waste Tech	SNL HW Tech	SNL HW Tech / Driver	Tech	Tech - TSDF	Tech - AMAT	ND Driver	Driver	OTR Driver
Shipping Papers Part 2	DOT	Triennial								X	X					X	X
Signing a Generator Manifest	Company	Triennial															
Sleep Apnea and the Professional Driver	DOT	Triennial														X	
Slips and Trips	HSE	Triennial							X	X	X			X		X	
Special Waste Hauler Operations Plan	Company	Triennial											X				
Speed and Space Management - 5 Parts	DOT	Triennial														X	
Strapping/Chaining Flatbed Freight	DOT	Triennial														X	
Supervisor Harassment	Supervisor	Biennial															
Three Point Stance	Company	Biennial							X	X	X				X	X	
Trucking Professionals Nutrition and Health	DOT	Triennial														X	
Uncoupling a Trailer	DOT	Triennial														X	
Universal Waste Management	Company	Triennial		X	X	X	X					X	X	X	X	X	
Used Oil Management	Company	Triennial		X	X	X	X					X	X	X	X	X	
Waste Bulking & Consolidation	Company	Biennial										X	X	X	X	X	X
Who's on the Other Side	HSE	Triennial								X	X	X	X	X	X	X	
Workplace Ethics	HSE	Triennial	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Environmental Health & Safety Training

In-Person Classes

Live training from our experienced EH&S specialists provides context and depth to the subject matter as well as personal interaction with the trainer. Presentation can be tailored to specific company needs and can address individual company issues. This is our most customizable and dynamic option.

Training Webinars

Live webinars allow tailored presentation and interaction with our EH&S experts, without requiring attendees to be in the same place. Most training topics can be presented via webinar and webinars can also be recorded for future viewing by company personnel.

Web-Based Classes

We have an extensive library of web-based EH&S training classes for workers of all skill levels and educational backgrounds. Web-based classes are self-paced, trackable, and instantly available.

We can help you develop your training plan that satisfies regulatory requirements and meets the needs of your organization.

- All classes include take-home materials and certificates of completion.
- Our learning management system (LMS) tracks participation in training classes and we can provide regular reports to program managers.

EH&S Training Subject Library

- Workplace Safety / OSHA Compliance:
 - Bloodborne Pathogens (English & Spanish)
 - Confined Space
 - Electrical Safety (English & Spanish)
 - Fall Protection and Work from Heights (English & Spanish)
 - Fire Safety (English & Spanish)
 - Forklift and Heavy Equipment Operation (English & Spanish)
 - General Safety (English & Spanish)
 - Hearing Conservation
 - Heat Stress (English & Spanish)
 - Hot Work
 - Lifting and Material Handling (English & Spanish)
 - Safety Management (English & Spanish)
- Chemical Safety, Hazard Communication & Hazardous Materials Management (English & Spanish)
- PPE & Respiratory Protection (English & Spanish)
- Spill Response & Spill Clean-up and Response (HAZWOPER)
- Construction Safety (English & Spanish)
- Laboratory Safety
- Office Safety (English & Spanish)
- Ergonomics (English & Spanish)
- Hazardous Waste (CA & RCRA):
 - DOT for Signing a Manifest
 - Hazardous Waste Basic, Intermediate or Advanced
- DOT/IATA Hazardous Materials Shipping

All subjects can be provided live, via webinar or through WBT.

Let us help you decide which classes will fit the unique needs of your company - contact your account manager to set up an informational meeting today, and make sure to ask about our EH&S Training Packages.



APPENDIX - H

Drug Free Workplace Policy

October 2020

Opening Statement

ACTenviro (ACT) is committed to providing a safe work environment and to fostering the well being and health of its employees from situations arising from substance abuse. That commitment is jeopardized when any Advanced Chemical Transport, Inc. employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. ACT, has established the following policy with regard to alcohol and other drugs to ensure that we can meet our obligations to our employees, customers, and the public. At the same time, this program will promote morale and reduce absenteeism, accidental potential and health and workers' compensation insurance.

Applicability

This policy applies to all employees at ACT. Specifically, the DOT FMCSR (Federal Motor Carrier Safety Regulations; 49 Code of Federal Regulations Section 382) requires aspects of this policy to be applied to the following individuals:

All commercial drivers:

- Class A or B drivers license or Class C with a hazardous materials endorsement
- Drivers who operate a combination of vehicles with a GVWR of 26,001 pounds or more inclusive of a towed vehicle with a GVWR of 10,001 pounds or more

Employees acting in a safety sensitive function:

- Any activity involved in preparing, loading, packaging, labeling, transporting Hazardous Materials (Technicians, Drivers, Chemists) or those who cause dangerous goods to be transported.
- Commercial Drivers Safety Sensitive Positions also include the following:
 - All time at a clients site, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by ACT;
 - All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - All time spent at the driving controls of a commercial motor vehicle in operation;
 - All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
 - All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipment loaded or unloaded;
 - All time repairing, obtaining assistance, or remaining in attendance upon a disable vehicle.

Drug Free Workplace Policy

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Contact Information The Compliance Director is responsible for developing and maintaining this program and is solely responsible for all facets of the program and has full authority to make necessary decisions to ensure the success of this program. The Corporate Compliance Manager is also qualified to administer or oversee the program and conduct the required evaluations of program effectiveness. The Compliance Director has been designated by ACT to answer questions about controlled substance and alcohol testing as required by 49 CFR 382.601(b)(1).

Contents This policy contains the following topics:

Topic	See Page
Section 1 – Definitions	3
Section 2 – Violation Statements	3-4
Section 3 – Responsibility & Training	4-5
Section 4 – Employee Assistance Program (EAP)	5
Section 5 – Drug Testing	5-9
Section 6 – Training	9-10
Section 7 – Effects of Alcohol & Controlled Substance Abuse	10-11
Section 8 – Recordkeeping	11
Appendix A – Drug Free Workplace Acknowledgement	12
Appendix B – Reasonable Suspicion Testing Record	13

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Drug Free Workplace Policy

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1 Definitions

- **Alcohol** – means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- **Controlled Substances** – includes marijuana, opiates (codeine, morphine), PCP, amphetamines, cocaine
- **Prescription Controlled Substance** – okay if Licensed Medical Practitioner has advised driver that the substance will not adversely affect the ability to operate commercial vehicles (notification to ACT also required)

2 Violation Statements

Violations

- It is a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.
- It is a violation of company policy to use or be under the influence of illegal drugs at any time or possess firearms, ammunition, explosives, weapons and drug paraphernalia while on or using company property, conducting company business or otherwise representing the company.
- It is a violation of company policy for anyone to use prescription drugs illegally. In addition, it is a violation of company policy to misuse prescription or over the counter medications (e.g. using someone else's prescription). However, nothing in this policy precludes the appropriate use of legally prescribed medications. *Employees are responsible for notifying his/her supervisor if the prescribed medication will affect the employee's ability to perform any function of his or her job.*

Prohibitions

Additionally, the DOT FMCSR require the following prohibitions be applied to commercial drivers:

- It is against ACT policy to carry alcohol, non-prescription drugs, illegal substances or non-required work items in any company vehicle.
- Do not report to duty with a blood alcohol concentration (BAC) of 0.04 or greater.
- Employer shall not knowingly permit employee with a BAC 0.04 or greater to perform Safety Sensitive Functions.
- If you are required to take a post accident alcohol test, you cannot use alcohol for eight hours following the accident, or until after you take the test.
- If tested with a BAC of 0.01 or greater but less than 0.04 you will be placed out of service for 24hrs (CA Vehicle Code; DOT FMCSR says 0.02 or greater)
- You cannot report for duty or remain on duty requiring the performance of safety sensitive functions when you use any controlled substance, except when the use is following the instructions of a physician who has advised you that the substance does not adversely affect your ability to safely operate a commercial motor vehicle.
- You cannot report for duty, remain on duty or perform safety sensitive functions if you

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Drug Free Workplace Policy

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test positive.

- Do not consume alcohol within 12 hours of duty.
- Drivers required to take post-accident testing will not use alcohol for eight hours or until testing.
- If you refuse to submit to a required alcohol or controlled substances test, the refusal will be considered a "positive" test. Refusal to submit to an alcohol or controlled substances test includes; No driver shall refuse to submit to a post-accident alcohol or controlled substances test required under 382.303, a random alcohol or controlled substances test required under 382.305, a reasonable suspicion alcohol or controlled substances test required under 382.307, or a follow-up alcohol or controlled substances test required under 382.311.

Violations of this policy are subject to immediate termination of the employee.

- ACT reserves the right to inspect any employee's work area, locker, desk or any other enclosed container kept by the employee on the work premises or in a Company vehicle. Such inspection may be done with or without notice and with or without cause.
- Clients have the right to conduct unannounced searches of personnel and property and refusal to cooperate with the searches will result in the removal of that person from the client's property. ANY violation will require permanently removing the worker from the client's premises.

3 Responsibility & Training

Supervisor / Management Responsibility

Supervisors are the key to the success of our policy. As the people in direct contact with employees, supervisors can detect performance problems that may indicate substance abuse. It is the responsibility of ACT's supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee may be under the influence of alcohol or other drugs.

Supervisors may be trained to note such things as:

- Physical signs: Unusual clumsiness and frequent illness;
- Mood: Unusually lighthearted one day and depressed the next;
- Absenteeism: More than usual;
- Actions: Violent reactions when things go wrong or when upset;
- Accidents: Increased number of accidents; and
- Relationships: Easily irritated by others; would prefer being left alone rather than interacting with other employees.

Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Resource lists will be available to Supervisor's during training sessions held throughout the year.

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Drug Free Workplace Policy

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Co-Worker Responsibility All employees are expected to be concerned about working in a safe environment, they also should encourage their fellow employees who may have an alcohol or other drug problem to seek help.

Employee Responsibility ACT employees must understand and remain aware of our ongoing commitment to a drug-free workplace.

4 Employee Assistance Program (EAP)

Any employee found violating this policy will be subject to disciplinary action up to and including termination. ACT reserves the right to terminate for a first-time positive test. A list of qualified Substance Abuse Professionals (SAPs) is available from HR.

5 Drug & Alcohol Testing

Statement The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug or alcohol abuse problems. Advanced Chemical Transport, Inc. is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health, and well being of its employees.

Additionally, the DOT FMCSR requires commercial drivers be subject to alcohol and controlled substances testing as explained in the following sections.

Pre-Employment Testing – Safety Sensitive Positions

- All applicants offered a job in a safety sensitive position (chemists, drivers, technicians) will be tested for the presence of illegal drugs or other prohibited substances prior to placement within the position (ACT and DOT FMCSR requirement).
- Applicants will be asked to sign a consent form to undergo drug testing should a position be offered to them prior to any interview occurring. If an applicant refuses, he/she will be considered disqualified, and the employment process will be terminated.
- The use of any adulterants will immediately disqualify the applicant from the employment process.
- If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he/she has failed to meet the minimum employment standards.

On the *Treatment Authorization Form* check *DOT Drug Test*.

Pre-Employment Testing – At a client request, all workers, who will be working on a their jobsite, must receive a negative result on a drug test within 12 months preceding the first request of access to their premises and every 12 months thereafter.

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Drug Free Workplace Policy

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Specific Client Requests

Post-Accident Drug & Alcohol Testing – DOT Requirements The DOT FMCSR requires post-accident testing of commercial drivers performing safety sensitive functions with respect to the vehicle if the accident involves:

- Loss of human life
- Citation under state or local law AND the accident involved
- Injuries requiring immediate treatment away from the scene
- Vehicles that must be towed away from the scene

Medical attention must NOT be delayed for injured employees following an accident, nor may any employee be prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain medical care.

The DOT requires post-accident tests must be administered within 2-8 hours for alcohol and 32 hours for controlled substance. On the *Treatment Authorization Form* check *DOT Drug Test & DOT Breath Alcohol Test*.

If a driver has not submitted to a drug test within 32 hours, ACT will cease attempts to have the employee tested, and prepare and maintain a record stating the reasons why.

Post-Accident Drug & Alcohol Testing – ACT Specific Requirements In addition to the DOT FMCSR testing requirements, ACT may require post-accident drug and alcohol testing in the following situations:

- If an employee is involved in a vehicle accident (whether or not they are at fault) and even if they are using personal vehicles and conducting business.
- If an employee is involved in a vehicle accident that causes property damage.
- If an employee is involved in an incident that results in physical damage to any business, property, product, equipment or machinery on ACT or client premises.
- The employee will not be allowed to perform in a safety sensitive position until the results and the tests come back (whether or not they are found at fault).

On the *Treatment Authorization Form* check **Non-DOT Drug Test & Non-DOT Breath Alcohol Test**.

Random Drug/Alcohol Testing

- Testing for employees in safety sensitive positions is conducted in a random manner.
- The DOT FMCSR requires commercial drivers be placed in a random drug testing program for alcohol and controlled substances to satisfy random selection percentages.

Reasonable Suspicion Drug Testing

- Testing that is conducted when there is information about an employee's appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol. This can be required by DOT & Non-DOT Employees. **When completing the *Treatment Authorization Form*, check the appropriate box for DOT & Non-DOT.**
- The DOT FMCSR requires supervisors be provided training on observing the potential influence of drugs and alcohol on commercial drivers. These supervisors are the only

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ACT employees authorized to require reasonable suspicion testing for DOT employees.

- A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier. The Reasonable Suspicion Testing Record can be found in Appendix B.
- The employee will not be allowed to perform in a safety sensitive position until the results of the drug testing come back.
- At a client request, employees removed for reasonable cause testing will not be allowed to return to work until receipt of a negative drug and alcohol test is received.

Client

Requirements

An employee may be tested for drug and alcohol use at a client's request (this includes being in a non-DOT random pool and testing at a minimum of a 25% annual rate. ANY violation will require permanently removing the worker from the client's premises. Such examples include post accident or incident. In this event employees will not be allowed to return to work on the clients' premises until documentation has been received showing negative alcohol and drug test.

Return To

Duty & Follow-Up Testing

- **Return to Duty** – this testing, required by the DOT FMCSR, states that commercial drivers returning to duty after engaging in prohibited actions under the drug policy must be tested. Results must show <0.02 BAC or negative controlled substance before returning to work. ***All employees who go for return-to-duty and follow-up tests must have their collections observed.***
- **For a UDS**, ACT reserves the right to terminate for a first-time positive test.
- **For a BAC**, a DOT employee will be out of service for 24 hours if the BAC is .039 or less. When the BAC is 0.040 or greater, the employee must go through the SAP process before performing safety sensitive duties.

Testing

Procedures

- The pre-employment, random, post-accident, reasonable suspicion, and follow up testing for alcohol and controlled substance is provided by approved local providers. Upon receiving notification of the requirement to report for testing, the employee will report to the nearest provider ASAP (see previous time windows for certain testing). The drug collection and testing procedures are conducted in a manner that preserves the integrity of the donor, and provides for validity of the test results.
- The MRO (Medical Review Officer) oversees the drug-testing program for ACT.
- Drug testing results are provided first to the MRO, then to the Compliance Director and HR. Any positive results will require the MRO to first contact the donor to research any legitimate causes for the positive result. If the donor admits to the MRO that this was a positive result the MRO will generate a Confirmed Positive Drug Test Result. A DOT Employee with a positive drug test result must go to a SAP and go through the program if they want to be hired as a commercial driver again with ACT or another carrier. The SAP will determine how many follow-up tests are needed to be conducted to release him from the program, but at a minimum it is usually about 6-12 months before the SAP will allow him to return to duty to drive commercially. In addition, if any employee who tests positive and would like to refute the test, they have the option of choosing another certified laboratory to test their original split sample, but at the cost to the employee which is approximately \$200. ACT holds the same policy for Non-DOT employees.

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- A refusal to test occurs when an employee has been notified of a testing requirement and does not show up for the test in a timely manner, or who does not supply sufficient volume of sample for an effective test. The DOT FMCSR requires that these commercial drivers not be allowed to function in a safety sensitive position.

Refusal to Submit

A refusal to test for an alcohol or controlled substance test means that a driver:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by ACT, consistent with applicable DOT agency regulations, after being directed to do so by ACT. This includes the failure to appear for a test when called by a consortium or third party administrator, such as the random selection program with Kelmar.
- Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused to test;
- Fail to provide a urine specimen for any drug test required. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;
- Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Fail or declines to take a second test ACT or collector has directed the driver to take;
- Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having a verified adulterated or substituted test result.

Dilute Specimen – Current Employee

- If the MRO reports that a positive drug test was dilute, the test will be treated as a verified positive test. The employee will not be directed to take another test based on the fact that the specimen was dilute.
- If the MRO reports that a negative drug test was dilute and directs that a retest be conducted under direct observation, a second test will be conducted immediately.
- In cases where the MRO does not direct that a second test be conducted for a negative drug test that was dilute, ACT will direct the employee to take another test immediately. This test will not be conducted under direct observation.
- If an employee's retest is reported by the MRO as also being negative dilute, the employee will not be offered a third test unless so directed by the MRO.
- The second test will be considered a negative test and will be the test of record.
- If the employee declines to take a retest, the employee has refused the test for purposes of this policy and DOT agency regulations. The employee shall be subject to the

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provisions for refusal to take a test as defined above.

Dilute Specimen – Applicants

- If an applicant has a test result reported by the MRO as positive, positive-dilute, substituted, cancelled-invalid result, or adulterated, the applicant will not be offered employment at ACT.
- If an applicant has a test result reported as negative-dilute, the applicant will be offered a second test. This test will not be conducted under direct observation.
- If an applicant who is offered a second test has a test result reported as negative-dilute, the applicant will not be offered a third test. The second test will be considered negative and the test of record.
- If an applicant declines to take a retest, the applicant has refused the test for purposes of this policy and DOT agency regulations and will not be offered employment at ACT.

Temperature Out of Range (DOT & Non-DOT)

- When a donor gives a sample that is temperature out of range (TOR), the collector must collect a new sample under direct observation within 3 hours of the initial screening.
- Once the donor provides another sample, under direct observation, the collector will put remarks on the COC and cross reference the first and second Specimen ID numbers on each COC. The collector should send both samples to the lab for testing.
- Once the results are received by the MRO, they will be closed per the chart below (assuming the results received from the lab are negative):

Recollection done?	Observed?	1 st sample result	2 nd sample result	Conditions
No	No	Not reported	NA	MRO comments may vary
Yes	No	Not reported	Not reported	Direct observed recollection required
Yes	Yes	Not reported	Negative	The first specimen should state that it was TOR

- In the case that there is a non-negative result, standard MRO procedure will be followed.

Non DOT Marijuana Results

- During the interview process with the MRO of a Non-DOT marijuana positive donor, the donor will be asked if they have a medical marijuana recommendation and based on their answer will be given 24 hours to provide documentation to support the claim.
- Once the 24 hour time frame has passed, the results will be closed as positive with one of the following conditions: (1) donor claimed medical marijuana use and provided documentation supporting this claim – recommendation expires on (date) & (2) donor claimed medical marijuana use but did not provide documentation supporting this claim

6 Training

Employee Training

ACT employees will be informed of the following:

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- Dangers of drug abuse,
- ACT's drug-free workplace policy,
- The possible penalties for drug abuse violations occurring in the workplace.
- How drugs and alcohol actually affect the company and the employee including productivity;
- Testing procedures (includes the procedures involved and the consequences of testing positive);
- Health effects of alcohol and drugs;
- How to recognize the signs of substance abuse.

7 Effects of Alcohol & Drug Substance Abuse

Alcohol	Alcohol, a central nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Each one-half ounce of alcohol takes the average body about one hour to process and eliminate. On the average, heavy drinkers shorten their life span by about ten years.
Marijuana	Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. While alcohol dissipates in a matter of hours, marijuana stays in the body for 23 days.
Cocaine	Cocaine, a stimulant drug, increases the heart rate and blood pressure. As a powder, cocaine is inhaled, ingested or injected. It is also used as a free-base cocaine known as "crack" or "rock", which is smoked. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today.
Amphetamines	Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. Restlessness, anxiety, mood swings, panic, and coma have been reported. People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the "down" mood they experience when the "high" wears off.
Opiates	Opiates, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Other effects include short-lived state of euphoria, impaired driving ability, drowsiness followed by sleep, constipation, decreased physical activity, reduced vision, change in sleeping habits, and possible death. Common street names are "horse", "hard stuff", "morpho", "M", "brown sugar", "Harry", and "Mr.H". Heroin accounts for 90% of the narcotic abuse in this country.
PCP	Phencyclidine, also called "angel dust", "rocket fuel", "super kools", and "killer weed" was

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developed as a surgical anesthetic in the late 1950's. Today it has no lawful use and is no longer legally manufactured. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. It is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by the erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body.

8 Recordkeeping

ACT will maintain records on workers that have or will be working in a safety sensitive position in order to provide proof of testing requirements. Documents will include:

- Drug test results
- Alcohol test results
- Signed acknowledgement forms

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Appendix A Drug Free Workplace Acknowledgement

I, _____ have read and understand the Drug Free Workplace Policy. I have had the opportunity to ask questions regarding the overall Drug Free Workplace Program and understand that compliance with this policy and program is a condition of my employment for ACT. I further certify that I have never tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which I have applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

In addition, I give permission to ACT to release my negative drug and alcohol results to clients in order to confirm compliance with their requirements.

Inaccurate or false information will be grounds for immediate termination of employment.

Signature

Date

Print Name

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Appendix B Reasonable Suspicion Testing Record

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APPENDIX - I

Household Hazardous Waste Operations Manual

Household Hazardous Waste Operations Manual

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I. Background Information

Advanced Chemical Treatment, Inc. (ACT Treatment) has developed this procedure for the Household Hazardous Waste Collection Facility located within the facility at 6137 Edith Blvd. NE, Albuquerque, NM. Operation of the HHW Collection Facility provides an outlet for the proper disposal of Household Hazardous Wastes (HHW) for the residents of the city of Albuquerque, Bernalillo County and the City of Rio Rancho. The facility is intended to offer Metro Area residents a convenient option for safe disposal of HHW such as paint and related products, pesticides, cleaning products and other common items.

1.1 Household Hazardous Waste Operations Manual ChangeLog

Date	Description of Change	Approved by
7/15/15	Document Creation	SM
8/9/2017	Document Improvement Post Review	JS
10/26/20	Updated format, added additional information on ER for renewal	KH

II. Employee Training

The primary objective of the training program is to instruct employees in the practices, procedures and rules regarding safe operation of HHW Programs in accordance with applicable State and Federal regulations. The training program requires training in safety and response to hazardous waste spills and other safety emergencies. These classes are conducted in-house by an employee trained in hazardous waste management procedures and this policy. The instruction is in the form of classroom Policy instruction with Level I Post Test – Entry Level Certification, and on-the-job training with Level II - Operations Technician Certification through On-The Job Training Task Mastery Checklist Completion.

All new employees who work in HHW shall complete the initial training and on-the-job task mastery certification within three months from their date of hire or from the date of transfer of job assignment. Personnel shall not work unsupervised in their positions until they have completed the training. Annually, all personnel who manage HHW waste must participate in a refresher/review of the initial training. No less than 2 Fully Certified Level II HHW Employees are to be staffed to work within the HHW Center when it is operated. No less than 1 Fully Certified Forklift Operator is to be staffed during the opening and closing of the HHW Center. No employee who has not completed the on-the-job training task mastery certification process shall work the HHW Center at any time without direct supervision by an employee who has completed the certification process.

All unsupervised employees will receive initial OSHA HAZWOPER training as required under subpart (p) and subpart (q) of 29 CFR 1910.120 and annual refresher training, as described below, as well as DOT hazardous materials transport training. Courses which satisfy all or part of the training include, but are not limited to:

- Initial Facility Orientation
- OSHA HAZWOPER Hazardous Material Technician (29 CFR 1910.120(q)(6))
- OSHA HAZWOPER TSD Worker (29 CFR 1910.120(p)(7))
- OSHA 8-hr HAZWOPER Refresher

The training shall consist of lectures, discussions, examinations and on -the-job training.

1. 2 Initial Facility Orientation Course Contents

- Discussion of Emergency Preparedness Plan for the Facility
- Hazard Identification and Discussion
- Storage and Segregation
- Contingency Plan and Emergency Procedures
- Facility Tour
- Identify Safety Features
- Identify Communications and Alarm Systems
- Discuss Evacuation Routes
- Standard Operating Procedures
- Review of Procedures to Perform Operations at Facility
- Safety Practices

1. 3 HAZWOPER Hazardous Materials Technician Course Contents

- Emergency Response to Hazardous Materials Incidents,
- Characteristics of Hazardous Wastes/Materials

- Information Resources
- Identification of Hazardous Waste
- Levels of Protection
- Chemical Protective Clothing
- Response Operations: Safety Plans and Standard Operating Procedures
- Response Operations: Size-up
- Response Operations: Strategy and Tactics
- Site Entry
- Incident Control: Confinement and Containment
- Direct-Reading Instruments
- Response Organization/Incident Command
- Level A Demonstration
- Decontamination
- Establish Incident Command for Transportation Incident
- Organize for Transportation Incident
- The training shall consist of lectures, discussions, exercises and examinations.

1. 4 OSHA 8-Hour Refresher Course Contents

- Hazardous Waste Management and Regulations
- Source of Information
- Compatibility of Hazardous Wastes
- Personal Protection
- Principles of Safety
- Emergency Procedures

1. 5 Contractors

When ACTreatment arranges to have employees of another employer (Contractors) perform work that involves activities that may put personnel at risk, ACTreatment must inform the Contractor that the workplace contains specific Hazardous Waste Operations and that the work to be done is permitted only if all workers have the proper training, equipment and work conditions to accomplish the task(s) in a safe manner.

- Contractors are required to understand and to comply with the policies and procedures stated in this manual, as well as, all regulations pertaining to their operations.
- The supervisor of the contractor must complete a *Contractor Training Checklist* (below) for each contractor to work on-site. This supervisor must use this checklist to determine the training requirements for the contractor working on-site.

1. 6 Training Records

The following records will be maintained at the facility:

- The job title for each position related to HHW management and the name of the employee filling each job
- A written job description for each position
- A written description of the type and amount of initial and refresher training for each position

Training records on current employees will be kept until closure of the facility and training records on former employees will be kept for at least three years from the date the employee last worked.

III. PPE Requirements

1.1. General

Personal Protective Equipment (PPE) use is a critical part of maintaining an operation that is safe for employees while performing HHW operations. When work is conducted where employees are potentially exposed to physical and chemical hazards in the workplace that cannot be adequately controlled or eliminated using engineering or administrative controls, proper and adequate PPE will be used.

PPE must be selected which will protect employees from the specific hazards which they are working with during their work on-site and within the Re-Use Center. PPE hazard assessments have been completed to determine the appropriate PPE to be worn:

- Level D - A work uniform affording minimal protection will be used while working in the HHW Program. The following constitute this Modified Level D equipment and will be used by HHW Technician/Handlers as appropriate:
 - Disposable Chemical Resistant Coveralls and/or Lab-Coats (i.e. Tyvek, etc.).
 - Nitrile Exam-Glove Liners (1 pair)
 - Nitrile "mechanic style" Outer Gloves (1pair)
 - Boots/shoes, chemical-resistant steel toe and shank equivalent
 - Safety glasses or chemical splash goggles (1)
 - Hard hat (1)
 - Face shield when bulking. (1)

PPE levels of protection will be upgraded as necessary per the Employee's Training in accordance with CFR 1910.120 and all other applicable ACT employee training requirements. All upgrades in PPE levels will be identified to the operations manager immediately upon notice.

ACT PPE supply storage donning and doffing of PPE is located against the East wall of Warehouse D, next to the Office entry. Any shortages or anticipated shortages in PPE identified by employees will be report to the operations manager for timely re-ordering and stocking.

1.2. PPE Replacement

PPE will be worn at all times during intake, segregation, consolidation, and bulking operations.

PPE outer layer protection, Disposable Chemical Resistant Coveralls and/or Lab-Coat (i.e. Tyvek, etc.), Nitrile Exam-Glove Liners, Nitrile "mechanic style" Outer Gloves, Boots/shoes, chemical-resistant steel toe and shank equivalent will be replaced during normal operations of the HHW center under the following criteria;

- Saturation of materials that causes continuous contact with either clothing or skin.

- Contamination of PPE produces off gassing, or presents a noxious/stench hazard to employees or customers
- When PPE becomes unserviceable, is excessively worn, ripped, frayed, shredded, or torn
- When PPE becomes soiled to the extent that it appears unprofessional

1.3. Prohibited Locations of Wearing PPE

PPE WILL NOT be worn into the warehouse office, or the front office of ACT for any reason. HHW worker will completely remove all PPE before conducting any business within these identified areas.

1.4. Head and Face Protection - PPE Safety Glasses, Safety Shield, Hard Hat

- At a minimum safety glasses will be worn at all times by HHW employees within any section of warehouse operations, while working the intake center for customer drop off, placing materials in the ReUse Center, and during, segregation, consolidation operations.
- Face shield or full face respirator will be worn AT ALL TIMES when conducting bulking operation or when working within the general area of bulking operations, when handling any open, leaking, damaged containers.
- Hard Hat will be worn at all times by HHW personnel when they are in the dock or warehouse areas.

1.5. Cleaning & Maintenance

PPE must be kept clean and properly maintained by the employee to whom it is assigned!

Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE is to be inspected, cleaned, and maintained by employees at regular intervals as part of their normal job duties so that the PPE provides the requisite protection.

Supervisors are responsible for ensuring compliance with cleaning responsibilities by employees. If PPE is for general use, the Operations Manager has responsibility for cleaning and maintenance. If a piece of PPE is in need of repair or replacement it is the responsibility of the employee to bring it to the immediate attention of his or her supervisor or the Operations Manager.

It is against work rules to use PPE that is in disrepair or not able to perform its intended function. Contaminated PPE that cannot be decontaminated is disposed of in a manner that protects employees from exposure to hazards.

IV. Site Information

1.1 Hours of Operation

- Monday, Wednesday & Friday – 8:30 AM to 4:30 PM
- Tuesday, Thursday & Sunday – closed
- Saturday – 8:00 AM to 3:00 PM

The city of Albuquerque will determine which Holidays the facility operates on.

In the event that a resident shows up on an off day it is ACT's commitment to customer service to accept the HHW when possible and safe to do so. This is only possible and safe if ACT has the proper staff available and the resident has only a few, properly contained items.

1.2 Security

The facility employs a number of measures to ensure adequate security in order to assure the protection of the facility from entry by unauthorized personnel, livestock and wildlife, including the following:

- Locking doors to office, warehouse and Re-Use Center when off-duty
- Alarm System: The facility has a security alarm system that is connected to each perimeter door, there are glass breaks sensors on windows, and motion detectors in office area. This security alarm system is monitored 24 hours a day by an outside security company. The alarm code is changed with an employee leaves the company
- Fence: A fence encompasses the entire facility. The fence is a chain link fence constructed with razor wire along the top of the entire fence. The fence will be maintained in good repair.
- Gates: All gates are kept closed and locked during non-working hours. During working hours, the gates are kept closed when vehicles are not entering or exiting the facility. All critical locks are changed when an employee leaves the company or a key is lost.
- Warning Signs: A sign with the legend, "**DANGER - UNAUTHORIZED PERSONS KEEP OUT**" and "**PELIGRO-PERSONAS SIN AUTORIZACION NO ENTRADA**" is posted at each entrance to the active portion of the facility and at other locations in sufficient numbers to be seen from any approach to the active portion. The signs are legible from a distance of 25 feet. Signs are also posted indicating the hours of operation, emergency telephone numbers, and delivery instructions and to state that fires and scavenging are prohibited
- Visitor/Contractor/Vendor Check-In: All visitors, contractors, vendors, etc. are required to sign-in at the front office prior to entrance into the facility. Visitors, contractors and vendors are escorted during the course of their visit.
- ACT's site security response force is the Albuquerque Police Department / Bernalillo County Police Department (APD/BCPD) in addressing security response incidents. Any security situation that would likely endanger employees and/or the Public, APD/BCPD is to be contacted immediately upon notice of needed response through telephone /

cellular phone 911 service by dialing 9 1 1. (For off-site locations, the local Police Department is the security response force.)

1. 3 Housekeeping

In order to control litter and debris, the following has been implemented:

- All HHW must be consolidated within the designated containment areas during operational hours and stored within the warehouse building during non-operational hours;
- All HHW containers shall be closed while not in immediate use;
- Use funnels or other collection devices to contain drips or leaks while bulk consolidating, and drip pans, etc. during decanting to other containers or equipment
- Immediately clean up and/or properly manage all spills or leaks; Small spills will be cleaned up immediately upon notice and large spills will be managed according to our detailed Contingency Plan involving immediate Managerial notification upon notice
- Inspect equipment and HHW storage areas daily to ensure leaks or spills are not occurring;
- Keep all work areas and HHW storage areas clean and in good general condition; this means sweeping up any dusty areas or areas where trash has accumulated on the ground any time that it is needed and practical.
- Trash cans will be emptied when full and at the end of the workday.
- Spill pads (NOT loose absorbent material such as Vermiculite or Floor-Dry) will be utilized on the HHW Collection / Segregation Carts to handle incidental spills/leaks

1. 4 Emergency Response Procedures

- Immediately Upon Discovery of an Emergency
 - An employee discovering a spill, fire, or an imminent danger of explosion involving hazardous waste that is not easily controllable with equipment and materials at hand must contact the emergency coordinator. The emergency coordinator will immediately respond and assess the situation.
 - If the emergency can be controlled without evacuating the facility, emergency crew members will be contacted to respond to the incident. If the emergency coordinator determines that the incident requires evacuation of the facility, he will immediately activate the internal alarm. (NOTE: All ACT employees are instructed to activate the internal alarm system, if the incident is an obvious immediate threat to fellow employees or the environment.)
 - The emergency coordinator will concurrently assess the situation by identifying the character, exact source, amount and extent of any released material. He will also make an assessment of possible threats to human health and the environment.

- If the incident could threaten the environment or human health outside the property, the emergency coordinator will contact the Bernalillo County Fire Department and Lovelace Women's Hospital if any injury that requires medical attention has occurred.
- The emergency coordinator will take all necessary measures to contain the hazard within the facility property, and to prevent its spread to other nearby properties, with the assistance of emergency personnel assigned by the various parties contacted.
- Tank & Drum Storage Fire:
 - If the fire cannot be readily controlled with available equipment, the area must be immediately evacuated.
 - Determine what is on fire by location, drum label, inventory, or other means.
 - Determine if persons are endangered by the fire or if the fire could spread to other wastes.
 - Evacuate all endangered persons. In case of release of toxic gases or where there is potential for explosion, determine if off-site evacuation is advisable.
 - Define the limits of the fire.
 - Estimate the potential dangers due to location with respect to other wastes in the immediate vicinity.
 - Call the local Bernalillo County Fire Department if they may be needed.
 - Firefighting personnel are to wear full protective clothing and breathing apparatus as is appropriate.
 - Firefighting should be done at a maximum allowable distance staying upwind and from a protected location, if possible.
 - Small fires such as a single drum fire can be approached with portable extinguishers, dirt, or sand to extinguish flames by smothering.
 - All large fires will require support from the Bernalillo County Fire Department.
 - Extra caution is to be taken with containerized material fires for signs of rupture or explosion due to heat releasing hot liquids, flammable vapors, or poisonous gases.
 - After fire, clean up affected areas.
 - Run-off from water used in firefighting should be treated as a hazardous waste and disposed of properly.
 - Clean up all firefighting equipment and return it to its original location in a state of readiness.
- Equipment Breakdown
 - In the event of an equipment breakdown, the only mechanical equipment associated with HHW collection operation are the forklifts. All HHW received is properly packaged and stored in containment areas within our fully permitted

facility and stored packages of HHW are shipped to the appropriate recycle or disposal facility on a routine basis.

1. 5 Frequency of Waste Accumulation/Consolidation Container Swap Out

- Flammable Liquids/Oil – Tote – 1 Every 2-3 weeks
- Water Based Paints – Waste Roll-Off Bin – 1 every 2-3 weeks
- Aerosols – Cubic yard box – 1-2 a week
- Flammable Toxic – Loose pack – 1-3 a week
- Toxic Solid – Loose pack -1-3 a week
- Acids – Loose pack – 1-2 a week
- Caustics – Loose pack – 1-2 a week
- Oxidizers – Loose pack – 1-2 a Month
- Fluorescent tubes – Light Tube Drum – 2 every week
- Alkaline batteries – drum – 1 every 2 weeks
- Lithium batteries – drum - 1 every 4-6 weeks
- Ni-Cad batteries – drum – 1 every 3-4 weeks
- Lead Acid batteries – Pallet – 1 every 2-3 weeks
- Mercury – drum – 1 every two to three months

1. 6 Frequency of Non-DOT Hazardous, Solid Waste Removal (Trash)

- At a minimum, at the end of the operating day unless otherwise needed earlier when full
- Trash – roll-off – every two to three days

1. 7 Disposal Facilities

- Heritage – 819 Vulcan Road, Benton AR 72015 ARD981057870 (Flammable Liquids, oil)
- Veolia – 9131 East 96th Ave, Henderson CO 80640 COD980591184 (Flammable Toxic Loose Pack, Toxic Solid – Loose pack, Acids – Loose pack, Caustics – Loose pack, Oxidizers – Loose pack, Mercury, reactives)
- US Ecology – HWY 95 11 miles south of Beatty, Beatty NV 89003 NVT330010000 (aerosols, ballasts, corrosives, broken light bulbs)
- Cerro Colorado Landfill, 18000 Cerro Colorado Rd, Albuquerque, NM 87121 (505) 761 - 8300 (Trash)
- Lighting Resources, AZ 3540 s 16th street, Phoenix AZ85040 (light bulbs, batteries)

- Waste Management, NM 33rd St and Northern Blvd, Rio Ranch NM 87124 (water-based paints)
- Battery Solutions, AZ 618 E Auto Ctr Dr, Ste 111 Mesa AZ 85204 (batteries)
- ACT Merced, CA 265 Riggs Ave, Merced CA 95341 (small propane cylinders)
- Acme Recycling, NM 6142 2nd St Nw, Albuquerque NM 87107 (lead batteries)

1. 8 Commercial Haulers

- Advanced Chemical Transport, Inc. – 967 Mabury Road, San Jose, CA 95133
- Basin Transportation LLC, 130 Express Lane McAlester OK 74501 1-800-364-1139

1. 9 Unauthorized Waste

- Unauthorized materials are defined as products/wastes not included in the contract with the City, such as; fire extinguishers, large propane cylinders, medicines).
- The HHW crew receiving materials from Residents screen to ensure only authorized materials are accepted.
- In the rare occasion unauthorized material does enter our facility (such as HHW materials abandoned at our facility after hours) the material is packaged and stored in the permitted area of the facility. The material is then profiled and shipped to an appropriate recycle or disposal facility.

1. 10 Recordkeeping Requirements

- The facility must submit an annual report to the NMED within 45 days from the end of each calendar year to include:
- The type and weight or volume of waste received during the year;
- The type and weight or volume of recyclable material sold or otherwise disposed off site during the year;
- Final disposition of material sold or otherwise disposed off-site; and
- Any other information requested by the Secretary of the NMED.

In addition, the facility must update the registration if there are any significant changes in operation or of ownership.

V. Materials Accepted at the Household Hazardous Waste Collection Facility

1.1 Acceptable Materials

HHW Center Accepts	HHW Center Does Not Accept
Paints and Coatings	Cylinders (exclusive of aerosol cans), Oxygen, Calibration Gases, MAPP Gases (methylacetylene-propadiene propane)
Automotive oils and fluids	Fire extinguishers
Antifreeze	White goods (Appliances)
Gasoline, Diesel and other fuels	Metals
Cleaning supplies	Paper / Cardboard (<u>except</u> for Off-Site collection where the Client contract stipulates such) (we accept cardboard boxes that contained the HHW customers bring their waste to us within)
Finishes and stains	Needles or medical waste
Aerosols	Prescription Medications/Preparations
Pesticides and herbicides	Computers
Poisons	TVs / stereos / electronics
Corrosive Acids and Bases	Asbestos
Batteries	Ammunition / gunpowder / explosives
Fertilizers	Radioactive materials
Pool and Spa chemicals and other Oxidizers	Carbon Monoxide and Smoke detectors (<u>except</u> for Off-Site collection where the Client contract stipulates such)
Fluorescent lights	Needles and/or Medical waste
Mercury and mercury devices	Tires
Thin Wall Cylinders, i.e. Coleman propane	Cellular Devices
Over The Counter Medication/Preparations	Thin walled cylinders (I.E. "Coleman Fuel Propane") (<u>except</u> for Off-Site collection where the Client contract stipulates such)
Printing ink and toner	Road Flares Devices (<u>except</u> for Off-Site collection where the Client contract stipulates such)
Photographic Chemicals	Fireworks of any types

VI. Customer Interaction, Parking & Unloading

The city/county contract is funded entirely through taxpayer dollars to serve the entire community under the guidance and supervision of the City of Albuquerque Environmental Health Department. The NMED provides ACT with the operational parameters of operation, and each of the citizens is our ultimate customer. Professionally treating all of our customers as such is of utmost importance to ACT!

1. 1 Customer Interaction

The Re-Use Pick-Up customers dramatically reduce our operational costs in drastically reducing our disposal and labor costs. The Re-Use Program also provides our community with a measure of economic relief. These customers are to be treated respectfully as an integral part of our operations. If a situation develops where the customer is getting argumentative, aggressive or otherwise disruptive, immediately contact the operations manager or his/her acting representative involved to handle the situation BEFORE it escalates. Let the operations manager provide them with any ultimate directive(s) needed to de-escalate the situation. If needed, contact the operations manager or his/her representative by telephone while on the weekend or after hours. Remember that any security situation that would likely endanger the safety of Employees and/or the Public, APD/BCPD is to be called via 9 1 1 dialed telephone/cellular device service. (For off-site locations, the local Police Department is the security response.)

1. 2 Parking

Both Drop-Off and Re-Use Center pick-up traffic will arrive at the City of Albuquerque / Bernalillo County HHW Collection site at 6137 Edith Blvd. NE, Albuquerque, NM 87107 via Edith Blvd. Proper signage will be maintained identifying the site and directing the customers to park beneath the canopy.

1. 3 Re-Use Customers

- When a customer arrives at the site, first greet them with a friendly smile while politely asking them if they are here for re-use pick-up or HHW drop-off.
- If the customer is for re-use pick-up:
 - Politely thank them and direct them to where to park if they have not properly done so.
 - Then ask the customer to complete the re-use pick-up form before they depart and assist the customers with properly completing the form as needed.
 - Ensure that Re-Use customers do not open up any containers within the Re-Use Room to the extent that it is practical to do so.
 - Finalize the re-use customer interaction by thanking the customer for utilizing the program and collect and maintain all completed re-use forms within the appropriate collection bin.
 - Ensure that the appropriate Office Staff receive the forms for filing.
 - **Note: Re-Use Pick-Up customers may only "shop" within the re-use room. This is to both ensure that the material they are taking has been properly screened for safety and to maintain customer safety at the site.**

1. 4 Drop-Off Customers

- If the customer is at our facility for Drop-Off, politely thank them and instruct them to pull underneath one of the open canopy spaces and shut off their vehicle if they have not done so already in order to reduce hazardous fumes from vehicle exhaust and prevent them from moving. Note that customers must park under the canopy for proper spill containment.
- Next, ascertain whether or not the customer is a resident of, or if their waste is from a Household within the City of Albuquerque / Bernalillo County, the City of Rio Rancho, or another location.
- If the customer is delivering the waste for a resident, inform them to complete the form with the Resident's address. This is quite common.
- If the waste is non-household, i.e. – generated from store-front or home business, or a charity, instruct them that we can only accept household waste per our contract and that we could supply them with information on how to get ahold of an account manager to properly dispose of their waste on a contractual basis if they desire. If the customer appears serious about doing so, take down the customer's information and relay it to the operations manager to pass along to an account manager for a prospective customer contact.
- If the waste is a large load such as on a trailer, or looks like a business-generated load such as a pallet of paint or is delivered in a vehicle with business signage, deeply inquire as to the waste's origins while maintaining a non-accusatory, entirely professional manner of doing so.
- If the waste is Household, have the customer complete the proper City of Albuquerque / Bernalillo County form, City of Rio Rancho form as is the case, or to contact their community representative to inquire how to properly dispose of their waste if not from these cities or this county. Assist the customer in completing the form if needed.
- Unloading the HHW Drop-Off Vehicles:
 - Assist the customers in unloading their vehicles while ensuring not to get their vehicles dirty or damaged in the process. Generally, do not open vehicles with dirty gloves, climb into truck beds with dirty PPE on, nor move questionable boxes or bags that look like they have questionable integrity and would likely leak or are actively leaking.
 - Use your best judgement in ascertaining whether or not the customer could use help in unloading their vehicle, and to what extent you help them, while always keeping in mind your safety as well as keeping their vehicle from being soiled or damaged by ACT in the process.
 - In the case of a leak while unloading, refer to the Spill Cleanup section of this policy.
 - Always use ACT and industry standard safe lifting techniques, buddy systems, spill prevention techniques, and mechanical assist methods, etc. as needed, while assisting in the unloading of a customer's vehicle. When in doubt, ask a trained ACT employee to assist in the decision process and/or physical unloading.
 - While the unloading process is on-going, screen the waste in accordance with Section V. If unacceptable waste is present, do not accept it but rather politely inform the customer that we cannot receive the materials and provide them with the information as to where they may drop-off such items and/or whom to contact from the Environmental Health Dept. by providing them with our HHW FAQ handout.
 - If un-known items arrive, get a description of the contents from the customer. We DO accept unknowns that are not on listed within our Unacceptable Items List in this policy,

and these unknowns need to be properly screened and disposed of by the appropriate staff as needed. Immediately, properly containerize, identify and segregate these unknowns as such.

- Answer all related HHW Drop-Off customer questions needed, but get the customers processed and departing in a timely manner. Do not let customer questions, chatting, etc. hold up efficient traffic flow.
- Finalize the Drop-Off customer interaction by thanking them for utilizing the program, and collecting and maintaining all completed Drop-Off forms within the appropriate collection bin while protecting them from blowing away or getting wet in the case of inclement weather. These forms are our payment-due receipts for the City / County regarding our contract, so guard and maintain them as such and ensure that the appropriate Office Staff receive them for processing.

VII. Waste Segregation / Post Un-Loading

All HHW Technicians will refer to PPE, Section III, for use of all PPE, Safety Glasses, Face Shield, and safety equipment prior to handling any materials for the HHW intake, ReUse, or waste consolidation operations of ACT.

After accepting waste from a customer it must then be segregated for re-use or consolidation, per each waste stream's specific acceptable materials criteria within this policy (refer to respective lists), based on the following methods:

Sorting, segregation, consolidation, and bulking will be conducted ONLY by qualified and trained staff in the processing area of the HHW facility

1. 1 Leak Proof Containers

Only leak proof containers are allowed for the consolidation and shipment of HHW . DOT regulated material must be packed in UN rated containers.

1. 2 Leaking Materials

Waste that is leaking or likely to leak will be immediately handled in accordance with the spill response section.

1. 3 Re-Use

Waste to be placed into the re-use center will be segregated and consolidated on a cart (1-4) to be taken to the re-use room when full or time permits, whichever comes first. Refer to the map for appropriate location. Only items listed in this program are acceptable for re-use. The operations manager and employees must be familiar with this list.

- For acceptable materials, each container is checked to ensure that the contents match the labeling, that contents are in a reusable condition and can be shelved in the re-use center safely for public reuse.
- Partial containers that have been opened by the consumer prior to arrival MUST be more than half (1/2) full in order to be considered acceptable. EXCEPTION – for automotive fluids, only sealed, unused containers will be considered for the re-use center.
- Basic Criteria for items that DO NOT meet the following criteria will NOT be placed in the ReUse center for public use.
 - Mislabeled materials
 - Unlabeled materials
 - Leaking Containers
 - Mixed Oil products
 - Damaged beyond usable
 - Common refuse/trash
 - Some Toxins/Pesticides/Unverifiable-for-Safety-Items are not eligible for the ReUse program the following pesticides are not allowed into the ReUse program:

Creosote	Toxaphene	Lindane	Endrin	Heptachlors
Orthene(Stencl)	Methoxychlor	2,4,5-TP (Silvex)	Pentachlorophenol	Chlordane

DDT	DDD	DDE	Cyanides	Mercaptans
Lead Paint	Fish Emulsion	Personal Care Items	Food/Nutritional Supplements	Pet-Care Products

- All products must be screened prior to acceptance.

1. 4 Consolidation Packaging for Disposal

- Waste will be segregated and will be placed on another cart (cart 2 of 4) to be consolidated and taken to the bulking area when full or time permits, whichever comes first. Refer to the map for appropriate location.
- Waste to be Loose-Packed into one of our Loose-Pack Flammable Liquids, Toxic; Toxic Solids; Corrosive Acid; Corrosive Base; Aerosol; Oxidizer (LIQUIDS AND SOLIDS IN SEPARATE DRUMS AND INVENTORIED IN REAL-TIME), Fertilizers, etc. waste streams will be segregated on another cart (Cart 3 of 4) to be taken to the Loose-Pack area of the HHW program and consolidated (with vermiculite packaging material always) when full or time permits, whichever comes first (refer to map). Before Placing the inner container within the appropriate loose-pack drum, it must be verified as sealed in a sturdy container appropriate for the material AND OXIDIZERS INVENTORIED IN REAL TIME.
- Waste to be simply thrown away in the roll-off as trash will be segregated on a cart (Cart 4 of 4), consolidated in a roll-off when full or time permits, whichever comes first (refer to map). If trash waste will not fit on a cart, it is to be taken directly to the roll-off in a timely fashion.
- Batteries will be taken to the Battery Station for processing prior to segregation and consolidation for disposal (refer to map). Lithium Battery terminals and any battery over 9 volts will be insulated against grounding prior to placement into the drum.
- Light bulbs/tubes will be segregated and consolidated in a timely, manner, on a case by case basis as they generally do not fit well on carts. Generally Light Tubes will be taken to their respective staged containers according to size of tube, while Bulbs, U -Tubes and broken lights will be taken to their respective Loose-Pack drum for consolidation prior to disposal (refer to map).
- Containers are sorted by inspection of their labels or markings, unless the appearance or other characteristic of the waste seems to indicate that the labeling is inaccurate.
- Unknown wastes will be segregated and set aside for testing / evaluation by an ACTreatment Lab Pack Chemist prior to repackaging.
- HHW will be repackaged prior to receiving into ACTreatment for storage, transportation and disposal.
- Spill prevention techniques will be utilized when bulking off all materials.
- Once repackaged and the container is full (or at the end of each shift), wastes are to be received into the facility per the following instructions and ACT's WAP.
 - Weigh the HHW containers
 - Record the weight, location, container size and type concerning the container
 - Turn in the HHW Form to the HHW Waste Coordinator for receiving into E-Ware. The HHW Waste Coordinator will receive the container per the Receiving of Waste Shipment SOP.
 - The HHW Waste Coordinator will print a barcode label and the label will be placed on the closed drum.

- The HHW Employee labeling the container will ensure that all applicable DOT and Waste Identification labels are appropriately placed on the containers.
- The following will be used as a guide for the processing and repackaging of each waste stream for the HHW Center:
 - **Flammable Liquids:** High Water Content Energy Recovery – Tote “GROUNDED” (TOTE MUST BE GROUNDED PRIOR TO ANY BULKING OPERATIONS AND EVERY HHW EMPLOYEE MUST ENSURE THAT PRIOR TO BEGINNING BULKING OPERATION THE GROUND ROD IS PLACED INSIDE THE CONTAINER (TOTE or DRUM) AND THE GROUNDING CLAMP IS SECURELY FASTENED TO A GROUNDED BARE METAL SURFACE SUCH AS A GROUNDING ROD OR STRUCTURAL METAL BEAM OF A BUILDING.) (NO UNKNOWNNS ARE TO BE BULK CONSOLIDATED.) (ONLY SEE-THRU CONTAINERS ARE TO BE USED REGARDING TOTES.)
 - Fuels – gasoline / diesel / kerosene / fuel additives / sterno / lighter fluid
 - Stains and inks
 - Paint stripper
 - Lighter fluid / liquid candles / sterno fuel
 - Alcohol preparations / wiper fluid and glass cleaners
 - Flammable coatings
 - Liquid asphalt and tars
 - All alcoholic beverages
 - Degreasing solvents
 - **Flammable Water Based Latex & Acrylic Paints:** Roll-off Bin used, for sealed containers only, stacked upright within the roll-off bins, no unknowns:
 - Latex paint
 - Acrylic paint
 - Soaps / non-basic detergents / laundry detergent / dishwashing detergent
 - Stucco coating liquids (pour off 1” of top layer, the rest is trash)
 - Fabric softener / laundry starch
 - **Used Oils:**
 - Motor oils / hydraulic fluids / transmission fluid / power steering fluid
 - Bar and chain oils / chainsaw oils
 - Vegetable oils
 - Glycols – ethylene glycol and propylene glycol
 - Antifreeze preparations
 - Antifreeze and oil mixtures
 - **Loose Pack Aerosols:**
 - Anything in an aerosol can
 - Automotive freon in an aerosol can
 - **Loose Pack Flammable Liquid, Toxics:** use a 55-gallon poly open top drum with vermiculite to the top of each layer of inner containers and top off the drum when full with adequate spacing between containers to prevent incidental breakage during handling and transport
 - Liquid pesticides
 - Liquid herbicides
 - Ethers
 - Liquid metal salts – i.e. copper sulfate, lead, chromium and silver salts

- Resins / epoxy / adhesives / glues
 - Colognes / perfumes / car air freshener solutions (alcohol based)
 - Liquid medicines / cosmetics / personal applications (alcohol based)
 - Flammable liquid hazard categorized unknowns
- **Loose Pack Toxic Solids:** no free liquids, use a 55-gallon poly open top drum with vermiculite to the top of each layer of inner containers and top off the drum when full with adequate spacing between containers to prevent incidental breakage during handling and transport.
 - Solid pesticides
 - Solid herbicides
 - Chemistry salts that are toxic or non-regulated
 - Metal salts – i.e. copper sulfate, lead, chromium and silver salts
 - Solid fertilizers that have herbicides or pesticides in them – i.e. weed and feed
 - Solid medicines / cosmetics / personal applications
 - Toxic hazard categorized unknown
- **Loose Pack Corrosive Acids:** use a 55-gallon poly open top drum with vermiculite to the top of each layer of inner containers and top off the drum when full with adequate spacing between containers to prevent incidental breakage during handling and transport.
 - Acetic acid (non-glacial) / vinegar
 - Hydrochloric acid / muriatic acid
 - Sulfuric acid / battery acid
 - Phosphoric acid
 - Nitric acid
 - Hydrofluoric acid / glass etch
 - Acidic toilet and drain cleaners
 - pH down / degreasers (NOT including pool and spa preparations)
 - corrosive acid hazard categorized unknowns
- **Loose Pack Corrosive Bases:** use a 55-gallon poly open top drum with vermiculite to the top of each layer of inner containers and top off the drum when full with adequate spacing between containers to prevent incidental breakage during handling and transport.
 - Alkaline detergents
 - Alkaline toilet cleaners
 - Alkaline drain openers
 - Sodium metasilicate cleaners
 - All hydroxides (i.e. sodium hydroxide (lye), potassium hydroxide, calcium hydroxide (lime))
 - Swimming pool and spa preparations
 - Corrosive base hazard categorized unknowns
- **Loose Pack Oxidizers:** solids and liquids must be in separate drums – use a 55-gallon poly open top drum with vermiculite to the top of each layer of inner containers and top off the drum when full with adequate spacing between containers to prevent incidental breakage during handling and transport. Oxidizers must be inventoried with hazardous chemical name, inner container size and quantity in real time as they are placed in each drum.
 - Swimming pool / spa nitrates / chlorates and hypochlorite
 - All nitrates / chlorates and hypochlorites (including bleach / chlorinators)
 - Hydrogen peroxide
 - Oxidizer hazard categorized unknowns
- **Fluorescent Tubes:** use fiberboard boxes
- **Fluorescent Bulbs:** use poly drums

- **Batteries:** segregate according to type (lithium, NiCad, alkaline, lithium insulate) and always tape leads, etc. and those greater than 9 volts.
- **Lead Acid Batteries:** pallet, single layer only, secure to pallet with stretch / shrink wrap for transport
- **Automotive Batteries**
- **Deep-cycle Marine and RV Batteries**
- **Motorcycle, Wheel Chair and Starter / Jumper Batteries**
- **Mercury / Liquid / Switches / Thermostats / Thermometers / Chemicals:** use a 5-gallon poly drum
- **Trash:** use a roll-off bin and ensure there are not any unknowns
 - o Empty containers from bulking operations – NO free liquids
 - o Rock salt / ice melt
 - o Caulking material and roofing material (solids or pastes)
 - o Plant food and vitamin B / root starter supplements
 - o Greases and any soil cleanup / cardboard / debris from oil and grease spills, etc.
 - o Drywall / spackle
 - o All food and nutritional supplements (human and otherwise)
 - o Sharps in puncture-proof containers from a home if inadvertently accepted or hidden
 - o Non-corrosive soaps
 - o Waxes / candles
 - o Soiled PPE from HHW operations

1. Abandoned Materials

Abandoned materials are defined as any items left at the facility during operational and non - operational hours.

- ACT Manager/HHW Lead will inspect the intake area at the beginning of each business day, periodically throughout the day, and 30 minutes prior to close of business to clear all abandon materials within the ACT HHW intake center area.
- Any materials found within the HHW intake and collection area will be collected immediately by HHW Technician/handler, etc. for inspection and consolidation as they may present a hazard to ACT employees, customers, and clients.
- All Abandon items that are identified as acceptable for the HHW Re-Use Center will be placed in the Re-Use Center to be processed as soon as practical the following business day.
- All Abandon items that are identified as acceptable for the HHW Program will be consolidated by like materials as described above and segregated in the Re-Use Room.
- Dangerous, questionable, explosive, and any materials contained on the not-accepted list of this SOP will be brought to the attention of the operations manager and or the Lab Pack Chemist immediately for procedures and processing actions and contracts concerning these items.
- HHW Technicians will NOT handle unacceptable materials listed above until directed to do so from operations manager and or the Lab Pack Chemist.
- HHW Technicians will collect, bulk, and process all identified abandoned materials stored within the Re-Use Room and enter all materials into the appropriate waste stream at the begging of the next business day for the HHW Re-Use center.

VIII. HHW Off-Site Collection

The Operations Manager will identify employees to work off-site collection events and identify any special requirements, additional supplies, materials and equipment needed to conduct remote operations. The Operations Manager or designee will conduct a site survey prior to the collection event. The following sections of this manual will remain in effect for all off-site collection events

- PPE Requirements
- Materials Accepted at the Household Hazardous Waste Collection Facility
- Spill Response

The following sections of this manual will remain in effect for all off-site collection events with the changes noted below:

- Site Layout – each site will have differing amounts of operational space and access.
 - Ensure space between collection containers, consolidation totes, loose packs and battery collection containers are adequate for employee access, safe containment, efficient work flow and trash collection;
 - Ensure FLAMMABLE Liquid Consolidation Tote can be grounded properly;
 - Ensure Consolidation Totes are placed on plastic barrier, as close to roll off trash container as possible, and ensure plastic barrier extends between totes and trash roll off;
 - Ensure all consolidation points are arranged in a functional manner for site operations and do not interfere with customer interaction; and
 - Segregate Lab Packs from other materials and waste to prevent cross contamination
- Customer Interaction, Parking & Unloading
 - Identify parking for off Site Center, ensure it is marked and does not impede on the customer drop off point; and
 - Ensure there is a safe entrance and exit for customer's vehicles, and the segregation carts are not impeding the flow of customer traffic within the collection point
- Waste Segregation Post Un-Loading
 - Segregation and movement for consolidation of materials collected from off-site collection events will be on case bycase basis as vehicles are unloaded. Utilization of

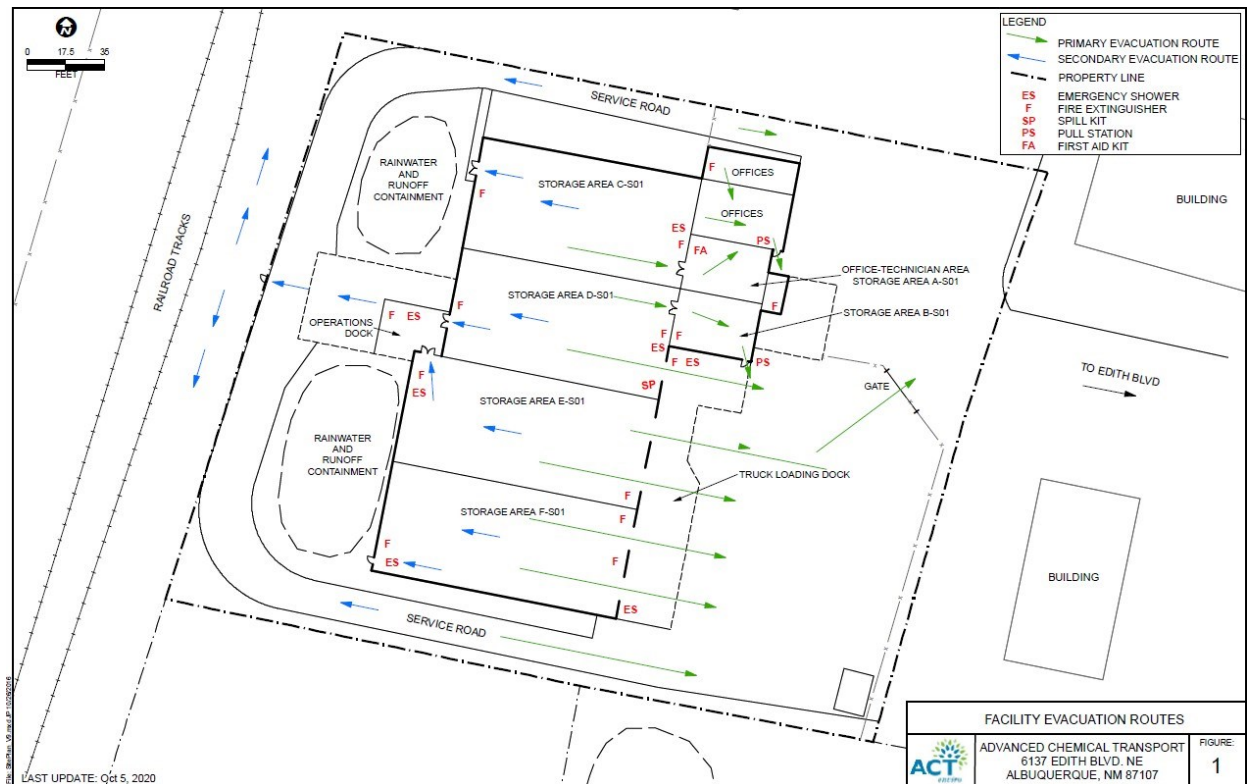
carts will primarily be to remove materials from collection point as generally there is no Re-Use center at Off Site Collection Centers.

VIII. Spill Response

All chemical spills will be reported to the operations manager immediately and an incident report completed in 24-hours. The following protocols will be followed in the event of a spill during HHW operations:

- Chemical spill in the receiving area - no customers impacted
 - Spills under one gallon in size can be cleaned up by HHW personnel
 - Contain the spill and close off the section of receiving area if applicable.
 - Get the spill cart located in warehouse D
 - Absorb the spill with compatible absorbent
 - Collect soiled absorbent compatible UN rated container for disposal
 - Alert TSD Lead of the collected spill debris so he can process per ACT inbound protocol
 - If additional material remains in a leaking container transfer the container to the consolidation area for processing. If no consolidation waste stream is available for the leaking container transfer the material to a new compatible container.
- Chemical spill in receiving area – Customer impact
 - Do not leave the customer alone at any time during the spill response
 - Instruct customer to back away from the spill and instruct additional personnel (at least one) to assist with spill response
 - The operations manager needs to be notified immediately
 - If the operations manager is not available alert the General Manager.
 - Contain spill, secure area access and await instruction from management

IX. Site Map



X. On-The Job Training Task Mastery Checklist Per HHW Policy

Employee: _____

Date: _____

Instructions: Initial next to each item once competence is achieved.

Description	Trainee Initials	Trainer Initials
Setup of HHW consolidation area's to include general Roll-Off Bin and Water Base Paint Bin		
Demonstrates proper PPE while handling and or consolidating HHW waste		
Sets up and identifies carts to include spill pads		
Stages spill containment absorbent for spillage cleanup/control		
Clean and Open Reuse Room		
Directs customer Parking for Re-Use/Drop-Off		
Greets customer professionally and determines origin of waste		
Ensures vehicle unloading only within the Containment Area		
Properly identifies waste as acceptable or unacceptable while		
Assists Customer in unloading waste as per protocol		
Properly react to Customer Vehicle damage or Customer-affected incidents		
Properly ensures waste items are placed onto the Staging carts		
Technical, Managerial & Security Support Seeking		
Properly react to Employee Safety Incidents as needed		
Properly knows under which conditions and how to seek Police Services for Security incidents		
Ensures customer forms are present, controlled, and ensures completeness of Customer forms		
Properly knows under which conditions and how to seek Management and/or Chemist/Technician support for unknown materials		
Properly packages Light Bulbs and Tubes		
Properly segregates, insulates and packages Batteries		
Properly segregates and consolidates Aerosols		
Segregates/consolidates Water-Based Paints into the Roll-Off Bin		

Description	Trainee Initials	Trainer Initials
Properly cleans up, segregates for proper disposal, and provides adequate site-safety access and hazard communication regarding Small Spills		
Properly removes and stores unused spill containment absorbent		
Properly cleans up and stores Carts including the Battery Cart		
Properly turns in all completed Drop-Off and Re-Use Customer certification forms		
Properly shut down HHW Consolidation Areas to include Roll-Off Bins		
Properly disposes of PPE at end of day		
Appropriately closes Loose-Pack and bulk containers for Safety		
Properly closes Solid Waste (Trash) Roll-Off and/or Trash Yard Box closure and storage		
Stores containment and waste consolidation containers within facility		
Appropriately swaps-out and stores containers with Waste Receiving protocols		
Properly cleans and stores grounding, funnels, paint-trees onto a clean cart stored within the Re-Use Center		
Inspects and maintains no mislabeled, inappropriate or compromised containers/inappropriate materials/chemicals in the Re-Use Center		
Properly identifies and segregates waste		
Activates Spill Protocols/Procedures for small and Large Spills		
Ensures proper labeling on all Waste Containers		
End of day Close down of HHW program		
Setup of HHW collection area		

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties, and that the supervisor and the employee accept responsibility for maintaining a safe and healthful work environment.

Date: _____ Mentor's Signature: _____

Date: _____ Employee's Signature: _____

XI. HHW Operations Manual Training Completion Test

Employee: _____

Date: _____

Mark or Circle the Letter to indicate the single correct answer for each question

1. **T F:** Loose-Pack Waste must be packed only with sealed inner containers of waste compatible for the material present, with adequate spacing and vermiculite packaging material to the top of the inner containers.
2. **T F:** Liquid and Solid HHW Oxidizers must be Loose-Packed into separate, distinct Liquids and Solids Poly DOT approved drums.
3. **T F:** Oxidizer Loose-Packs must be Loose-Packed with real-time Chemical, Container Size and Quantity Inventories updated as the material is placed within the Loose-Pack drum.
4. **T F:** The Water-Based Coatings Roll-Off Consolidation Bins must be adequately lined, and only sealed, adequate containers are to be stacked upright within each Bin.
5. **T F:** An HHW Employee may bring segregation/consolidation carts of waste into the warehouse with mixed, non-segregated items when the HHW Operation gets really busy.
6. **T F:** Center Sign-In Sheets do not need to be completely filled out and signed off by Customers prior to their departing the site if the HHW Employee is dedicated to completing the forms at a later time.
7. **T F:** Not all HHW Sign-In Sheets need to be turned in at the end of each day. Simply enough of the Sheets need to be turned in to represent the amount of Customers that we received at the Center for the given day.
8. **T F:** Local Police Departments are our Site Security response force, NOT ACT employees, to address personal security safety incidents such as Re-Use Center Customer assaults/altercations between each other, or with actual or potentially physically belligerent customers.
9. **T F:** Managers may be initially notified after the spill has already been cleaned up regarding Large Spills. The main issue of concern is simply cleaning up the spill as quickly as possible.
10. Which list of HHW materials is correct to be loose-packed within the same container:
 - a. Swimming Pool Chlorinating Tablets, Swimming Pool Acids, Tree-Stump Remover with Sodium Nitrate
 - b. Solid Pesticides, Liquid Pesticides, Solid Herbicides
 - c. Phosphoric Acid, Sulfuric Acid, Hydrochloric Acid
 - d. Automotive Oils, Liquid Herbicides, Fuel/Gasoline
11. Which list of HHW materials is correct to be bulk consolidated within the same container:
 - a. Unknowns that we have Hazard Categorized as Fuels, Gasoline, Lighter Fluid
 - b. Hydrochloric Acid, Sulfuric Acid, Phosphoric Acid
 - c. Latex House-Paint within an unsealed container, Liquid "Elmer's" School Glue with an incomplete manufacturer's label, Liquid Hand Soap Solution
 - d. Used Motor Oil, Used Gasoline, Latex Paint
12. **T F:** All types of Corrosive waste are to be Loose-Packed within the same Container
13. **T F:** All Re-Use Center Items must have the complete Manufacturer's label affixed.



Report to the Board of Directors

ITEM NO. 5

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: June 15, 2023

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Services Agreement with Blue Strike Environmental for SB 1383 Quarterly Organic Waste Sampling Services in an Amount of \$26,500

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

The amendment to the agreement with Blue Strike Environmental (BSE) will provide services necessary to meet the new SB 1383 requirements of quarterly organic waste streams sampling and measuring at the transfer station and landfill.

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from its recent Strategic Planning Goal setting process.

- Comply, adapt, and respond to regulatory changes: Ensure compliance with new organics requirements and outreach.

FISCAL IMPACT

The Authority annually contracts with BSE for Special Event Recycling Services and development of Edible Food Recovery Programs. While these two contracts both total less than \$50,000, payments to the vendor will exceed \$50,000 for the fiscal year requiring Board approval to amend the existing agreement with BSE.

The approved FY 2023-24 budget includes \$26,500. This amendment to the agreement will be for one (1) year to complete the quarterly sampling requirements and has the option to extend for one (1) additional year.

DISCUSSION & ANALYSIS

At the August 18, 2022, Board of Director's meeting, the Board approved Amendment No. 1 to the agreement (Res. No. 2022-41) with BSE for quarterly organics sampling services. The existing agreement allows for a one-year extension. BSE successfully completed this year's quarterly organic wastes sampling work on time and within budget. Staff wishes to initiate the one-year extension to the agreement.

Beginning in 2022, the quarterly organic sampling work was a new requirement of SB 1383 and requires ten (10) consecutive days of sampling of multiple organic waste streams, a

minimum of 200 lbs. per sample, at each Authority facility: Jolon Rd Transfer Station and Johnson Canyon Landfill.

The sampling results are reported to CalRecycle on the Authority's quarterly recycling & disposal reports for each facility and provided to the Health's Department's Local Enforcement Agency (LEA) upon request.

BACKGROUND

SB 1383 requires quarterly measuring of organics waste streams and organics going to landfill at all Transfer and Processing Facilities and Operations. This work has not been previously conducted by the Authority.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Amendment No. 2 to the Professional Services Agreement
3. Attachment 1 – Revised Scope of Services
4. Attachment 2 – Fee Schedule
5. Attachment 3 - Schedule of Completion

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 2 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLUE STRIKE ENVIRONMENTAL FOR SB 1383 QUARTERLY ORGANIC WASTE SAMPLING SERVICES FOR AN AMOUNT OF \$26,500

WEHERAS, on June 16, 2022, the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2022-41 approving a professional services agreement with Blue Strike Environmental, terminating June 30, 2022; and,

WEHERAS, on August 18, 2022, the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2022-49 approving Amendment No. 1 to extend the agreement for one (1) year, terming on June 30, 2023 and add one (1) optional, one (1) year extension; and,

WHEREAS, the Authority is satisfied with Blue Strike Environmental services and wishes to exercise the one (1) year extension and add one (1) optional, one (1) year extension to the agreement.

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 execute Amendment No. 2 to the Professional Services Agreement with Blue Strike Environmental for SB1383 Quarterly Organic Waste Sampling Services, as attached hereto and marked "Exhibit A."

BE IT FURTHER RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the updated Scope of Services, Schedule of Compensation, and Schedule of Completion are approved, as attached hereto and marked "Attachment 1, Attachment 2, and Attachment 3".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 15th day of June 2023, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



EXHIBIT A

AMENDMENT NO. 2

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
BLUE STRIKE ENVIRONMENTAL
FOR SB 1383 QUARTERLY SAMPLING SERVICES

This amendment is made and entered into this 15th day of June 2023, 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 Blue Strike Environmental (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on August 18, 2022. The initial term of the agreement expires June 30, 2023. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional one-year term effective July 1, 2023, and ending June 30, 2024. This schedule may be extended by mutual agreement of both parties for one (1) optional, one (1) year extension.

The Authority and Consultant hereby mutually agree to adopt the revised scope of services, new fee schedule, and completion schedule as attached hereto and marked "Attachment 1", "Attachment 2", and "Attachment 3".

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 2 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

Date: _____
R. Patrick Mathews
General Manager/CAO

ATTEST:

Date: _____
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

Date: _____
Roy C. Santos
Authority General Counsel

CONSULTANT: **Blue Strike Environmental**

Signature

Date: _____
Printed Name/Title



FY 23/24 Johnson Canyon Landfill and Jolon Road Transfer Station Waste Audit

Background:

Since June 2022, Blue Strike Environmental has worked on behalf of Salinas Valley Recycles to provide Transfer Station Waste Audit services on a quarterly basis. Following the first Waste Audit performed June 2022, Blue Strike adjusted the proposed project approach in line with findings from the first audit and in coordination and agreement with the Authority. As of Q4 2022, the scope of work for each audit was reduced from three audit locations (Sun Street, Johnson Canyon and Jolon Road) to two locations (Johnson Canyon and Jolon Road).

Scope of Work:

In line with this approach, Blue Strike will continue to provide quarterly audit services in line with these previous agreements and as updated below to reflect current mileage and billing rates.

- Blue Strike Environmental will provide an audit of Johnson Canyon Landfill and Jolon Road Transfer Station on a quarterly basis, as outlined within the Schedule of Performance
 - Audit 200 pounds per stream as needed per day for 10 consecutive days:
 - Johnson Canyon Landfill
 - Audit de-packager contamination, and green waste organics contamination a maximum of once per day.
 - Audit Landfill once in the 10 days.
 - Jolon Road
 - Audit yard waste, cardboard, mixed C&D, woos, and paper a maximum of once per day.
 - Remove contaminants from the stream to be weighed and the percentage calculated
 - Create a report of findings to be provided to Salinas Valley Recycles.
 - Travel costs to be billed at state reimbursement rate (65.5 cents per mile as of January 2023)
 - Audit Billing Rate at \$85 per hour.
 - Project Management & Reporting Billing Rate at \$130 per hour.



Estimated Quarterly Costs for Q3 2023 and onward.

Daily Rate	
Cost per hour	\$85
Total hours	60
Sampling Subtotal	\$5,100
Travel Costs	
Miles per day	133.2 miles
Cost per mile	\$0.655
Total miles	1,332
Travel Subtotal	\$872.46
Administrative Cost	
Cost per hour	130
Total hours	5
Admin Subtotal	\$650
Total Quarterly Program Cost	\$6,622.46



EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule listed below:**
- II. Consultant shall perform all Services timely in accordance with the following schedule:**

	DAYS TO PERFORM	DEADLINE DATE
A. Task A	Q2: Starting in the months of July, August, or September 2023, 10 Consecutive Days of Sampling at the Transfer Station & Landfill	Sept. 30, 2023
Task B	Q3: Starting in the months of October, November, or December 2023, 10 Consecutive Days of Sampling at the Transfer Station & Landfill	Dec. 31, 2023
Task C	Q4: Starting in the months of January, February, or March 2024, 10 Consecutive Days of Sampling at the Transfer Station & Landfill	March 31, 2024
Task D	Q1: Starting in the months of April, May, or June 2024, 10 Consecutive Days of Sampling at the Transfer Station & Landfill	June 30, 2024

- III. Consultant shall deliver the following tangible work products to the Authority by the following dates.**

	WORK PRODUCT	DATE DUE
A.	Report of Results of Sampling at the Transfer Station and Landfill	Q2: Sept 30, 2023 Q3: Dec. 31, 2023 Q4: March 31, 2024 Q1: June 30, 2024

- IV. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: June 15, 2023

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving a Professional Services Agreement to Sacramento Drilling Inc. for the Johnson Canyon Landfill Gas Well Drilling Services and Jolon Road Transfer Station Foundation Piers Drilling Project in the Amount of \$75,520

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the goal to Reduce Costs and Improve Services at SVR Facilities. While the actual drilling of the landfill gas wells and foundation piers is being contracted, the accompanying construction of the well and collection system and the foundation piers will be performed by SVR staff in order to be fiscally prudent and control costs.

FISCAL IMPACT

The landfill gas well drilling contract will be funded by the existing Capital Improvement Projects account 9501, with the foundation piers funded through account 9601.

DISCUSSION & ANALYSIS

As waste is placed in the landfill, the garbage goes through a decomposition process that generates landfill gas which is comprised of multiple compounds including methane. Regulations dictate that methane gas has to be contained within the landfill property which is done so with the landfill gas collection system and associated flare station and power generation plant. Periodically, additional landfill gas collection wells need to be constructed or replaced to capture the excess landfill gas generated as the amount of waste buried increases. Since the equipment used to construct landfill gas wells is the same drill equipment used for drilling foundation piers, staff added the Jolon Road foundation pier drilling to the RFP to provide opportunities for contracting and logistical efficiency. The foundation piers will support the tensile fabric building planned for the Jolon Road Transfer Station.

On April 21, 2023, staff solicited bids for the drilling projects, which requires an estimated 1,656 linear feet of borings for both projects. Bids were due April 25, 2023. A total of one unresponsive bid was received. Bids at that time were rejected. A quote for the services was then requested from the vendor previously providing the services as these are both time sensitive projects.

The quote received was as follows:

Vendor	Total Cost
Sacramento Drilling, Inc.	\$75,520

It is estimated that the landfill gas well construction (CIP 9501) will incur an estimated \$60,000 of the cost, with the Jolon Road Transfer Station foundation borings (CIP 9601) incurring an estimated \$15,520.

BACKGROUND

As with all municipal solid waste landfills, Johnson Canyon Landfill generates landfill gas as part of the waste decomposition process. Landfill gas wells are periodically constructed and/or replaced to provide the needed infrastructure to comply with State and Federal mandates. Additionally, the foundation for the tensile fabric building at Jolon Road Transfer Station requires the services of a foundation boring contractor.

ATTACHMENTS

1. Resolution
2. Construction Contract

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE BID AWARD TO SACRAMENTO DRILLING INC. FOR THE JOHNSON CANYON LANDFILL GAS WELL DRILLING SERVICES AND JOLON ROAD TRANSFER STATION FOUNDATION PIERS DRILLING PROJECTS IN THE AMOUNT OF \$75,520

WHEREAS, on May 21, 2020 the Board of Directors adopted resolution number 2020-23 approving an agreement with Sacramento Drilling Inc. for Gas well Drilling services at the Johnson Canyon Landfill, terminating June 30, 2023 and;

WHEREAS, the Authority released a Request for Proposals on April 11, 2023 with no successful respondents, and;

WHEREAS, the Authority requested a quote from Sacramento Drilling Inc. whom had provided the services previously, and;

WHEREAS, the Authority finds the quality of services and price provided by Sacramento Drilling Inc. acceptable.

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 enter into an agreement for Drilling services in the amount of \$75,520, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 15nd day of June 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
SACRAMENTO DRILLING, INC.**

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 15TH day of June, 2023 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Sacramento Drilling Inc., (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

~~**1.5 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.~~

1.6 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached

hereto as Exhibit “C” and incorporated herein by this reference, the contract amount of Seventy Five Thousand, Five Hundred Twenty Dollars (\$75,520) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@svswa.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant’s first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use ~~its best efforts to~~ cause Consultant to be paid within thirty (30) days of receipt of Consultant’s correct and undisputed invoice; ~~however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period.~~ In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is

first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. ~~Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.~~ Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the

parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2024, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional Zero (0) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Jon Ferla is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

4.2 Project Manager. Brian Kennedy, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

~~(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.~~

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents

("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities ~~whether actual or threatened~~ (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of ~~or in connection with~~ the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority's sole or active negligence or willful acts or omissions. Notwithstanding the above, a design professional's indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. ~~Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.~~

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

~~7.4 — **Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of (\$) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~

7.5 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.6 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages),

and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of Authority Officers and Employees. No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's

consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which

said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

AUTHORITY:

**SALINAS VALLEY SOLID WASTE
AUTHORITY**, a California Joint Powers
Authority

R. Patrick Mathews, General Manager/CAO

ATTEST:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

CONSULTANT:

Sacramento Drilling, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT "A-1"



PAGE 2 of 4

PROPOSAL

DATE: 6/5/23
ATTN: ESTIMATING
PROJECT: SALINAS VALLEY SOLID WASTE

WE PROPOSE TO DRILL SHAFTS AS DESCRIBED BELOW, FOR THE SUM OF **\$75,520.00** SUBJECT TO TERMS AND CONDITIONS CONTAINED HEREIN. THIS PRICING IS BASED ON THE EXECUTION OF THIS PROPOSAL. IF A SUBCONTRACT OR OTHER AGREEMENT IS REQUIRED ADD \$3,000.00 TO THE ABOVE BID PRICE.

INCLUDED:

- | | |
|--|----------------------|
| 1. TWO MOBILIZATIONS/DEMOLIZATIONS OF EQUIPMENT & CREW. | <u>= \$ 8,000.00</u> |
| 2. MACHINE DRILL <u>17 SHAFTS</u> , 36" DIAM. X 1400' VF MAXIMUM. 1400 X \$40.00 | <u>= \$66,000.00</u> |
| 3. MACHINE DRILL <u>16 SHAFTS</u> , 36" DIAM. X 16 FT DEEP. 256 LN FT MAXIMUM. | <u>= \$11,520.00</u> |

REMOBILIZATIONS:

1. IF REQUIRED, ADDITIONAL MOBILIZATIONS/ DEMOBILIZATIONS FOR DRILL RIG AND DRILL CREW WILL BE CHARGED AT \$4,000.00 EACH

SPECIFIC EXCLUSIONS:

- FORMING PIERS, PILES OR SHAFTS ABOVE GROUND.
- THE ATTACHED PROPOSAL IS BASED ON DRILLING WITH STANDARD LANDFILL AUGERS / TOOLING IN SOIL FREE OF BOULDERS OR OTHER CONDITIONS THAT MIGHT IMPEDE THE "NORMAL" DRILLING PROCESS. DRILLING REQUIRING USE DRILLING FLUIDS, CASING OR OTHER SPECIALIZED TOOLS OTHER THAN STANDARD LANDFILL TOOLING, EQUIPMENT OR PROCEDURES WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE OF AN ADDITIONAL \$500.00 PER HOUR. REQUIRED DELAY AND OBSTRUCTION MATERIALS AND/OR RENTAL EQUIPMENT WILL BE CHARGED FOR IN ADDITION TO AND SEPARATELY FROM THE BASE BID PRICE AND THE HOURLY DELAY AND OBSTRUCTION CHARGES.
- HANDLING AND/OR REMOVAL OF CONTAMINATED MATERIALS OR SUBSTANCES.
- COST OR DELAYS ASSOCIATED WITH TESTING OF ANY KIND.
- SETTLEMENT, VIBRATION, SOUND AND OTHER MONITORING.
- ALL REQUIRED LICENSES, PERMITS, BONDS, AND INSPECTIONS.
- ANY COST ESCALATIONS PRIOR TO EACH ADDITIONAL MOBILIZATION.
- NIGHTTIME, HOLIDAY, AND OVERTIME WORK IS EXCLUDED.

SPECIFIC CONDITIONS TO BE SUPPLIED BY OTHERS:

- CONTINUOUS HANDLING, STOCKPILING AND/OR REMOVAL OF SPOILS / ETC.
- POTABLE WATER TO BE SUPPLIED BY OTHERS FOR DRILLING PURPOSES. IF REQUIRED
- GENERAL CONTRACTOR TO PROVIDE AND MAINTAIN SAFE, DRY, ALL-WEATHER, AND REASONABLE ACCESS THAT IS ACCEPTED AND APPROVED BY SDI'S SUPERINTENDENT FOR INGRESS AND EGRESS OF TRACK OR RUBBER MOUNTED DRILL RIG (12' WIDE, 25' LONG, 60' TALL, 5' REACH), CREW MEMBERS, SUBCONTRACTORS AND SUPPLIERS TO SHAFT LOCATIONS INCLUDING SWING RADIUS AND FOR SUPPORT EQUIPMENT INCLUDING BUT NOT LIMITED TO CRANES, MATERIAL TRUCKS, CONCRETE TRUCKS AND PUMPS.
- DISPOSAL OF DRILL SPOILS TO BE PERFORMED BY OTHERS.
- ALL FIELD ENGINEERING AND LAYOUT, INCLUDING SHAFT LOCATIONS AND ELEVATIONS, SHALL BE ESTABLISHED PRIOR TO, AND MAINTAINED DURING DRILLING OPERATIONS BY OTHERS.
- THE PROPOSAL IS BASED ON CURRENT LABOR, MATERIAL AND EQUIPMENT COST. ANY INCREASES IN COST SHALL BE BY OTHERS.
- STORM WATER POLLUTION PREVENTION PLANS, LABOR, MATERIALS OR MEASURES.
- TRENCH PLATE IF REQUIRED TO BE SUPPLIED BY OTHERS.
- CONCRETE, SLURRY AND/OR GROUT WASHOUT, CLEANOUT AND DISPOSALS.
- USA # TO BE OBTAINED AND KEPT CURRENT BY OTHERS. SDI WILL CALL-IN OWN USA TICKET #.
- ALL POTHOLING / EXPOSING / RELOCATING OF UNDERGROUND OR OVERHEAD UTILITIES TO BE PROVIDED BY OTHERS.
- PROTECTION OF ANY AND ALL DAMAGE TO INCLUDE, BUT NOT LIMITED TO, BUILDINGS, UTILITIES, STREETS, ROADS, SIDEWALKS, WALKWAYS, CURBS, GUTTERS, AND ALL CONCRETE, ASPHALT, PAVED AND GRASS SURFACES.
- ANY JOB CLIENT OR OWNER SPECIFIC TRAINING IS EXCLUDED AND WILL BE CHARGED AT T&M RATES PLUS 20%.
- PARKING FOR CREW AND SDI'S TRUCKS & TRAILERS TO BE PROVIDED BY OTHERS AT NO COST TO SDI
- PROVIDING MAN ENTRY INTO SHAFTS OR ANY EXCAVATIONS AND/OR HAND CLEANING OF SHAFT BOTTOMS IS EXCLUDED.
- TRAFFIC CONTROL INCLUDING BUT NOT LIMITED TO FLAGMEN, BARRICADES, BARRIERS. PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC. STREET CLOSURE PERMITS OR PERMISSION TO ENCROACH TO BE PROVIDED AND PAID FOR BY OTHERS IF REQUIRED.
- GENERAL CONTRACTOR TO PAY FOR ALL SANITARY, TRASH BINS, AND DISPOSALS IN ACCORDANCE WITH OSHA AND THE PROJECT.

Sacramento Drilling, Inc.
1143 Blumenfeld Drive, Suite 100, Sacramento, CA 95815

Tel: 916-638-1766 Fax: 916-638-3725
CA#759193, NV#0071120, AZ# 271891, CA DIR#1000004496



18. SDI'S WORK SHALL BE ACCEPTED OR REJECTED BY AN AUTHORIZED CONTRACTOR/OWNER REPRESENTATIVE UPON SDI'S COMPLETION OF THE WORK PRIOR TO SDI DEMOBILIZATION FROM THE JOBSITE. SUBSEQUENT AUTHORIZATION REQUIRED THEREAFTER WILL BE PERFORMED AT AN ADDITIONAL EXPENSE.

GENERAL TERMS & CONDITIONS:

1. PAYMENT TERMS ARE NET 30 FOR ALL WORK COMPLETED. NO RETAINAGE. PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE (18% PER YEAR). MATERIAL PURCHASE ORDERS REQUIRE A 40% PAYMENT UPON PURCHASE ORDER PLACEMENT WITH THE REMAINING 60% DUE UPON DELIVERY TO PROJECT SITE. THE APPROXIMATE VALUE OF MATERIAL IS AVAILABLE UPON REQUEST.
2. SDI WILL NOT PROVIDE A WARRANTY ON DRILL ONLY PROJECTS.
3. SHAFTS NOT COMPLETELY FILLED WITH CONCRETE ARE TO BE COVERED BY OTHERS SO AS TO PROTECT AGAINST ACCIDENT OR INJURY.
4. PERFORMANCE OF ALL WORK WILL BE IN A LEVEL "D" WORK ENVIRONMENT. (STANDARD PPE AND CONSTRUCTION ATTIRE). IN THE EVENT THE WORK ENVIRONMENT EXCEEDS LEVEL "D," ALL ADDITIONAL COSTS INCURRED SHALL BE CONSIDERED EXTRA WORK AND WILL BE CHARGED AT T&M RATE PLUS 20%.
5. GENERAL CONTRACTOR TO PROVIDE SITE SECURITY. SDI WILL NOT BE LIABLE FOR DAMAGE, VANDALISM OR THEFT OF SDI'S EQUIPMENT CAUSED BY OTHERS.
6. THE PERFORMANCE OF THE WORK WILL BE ACCORDING TO A MUTUALLY AGREED UPON SCHEDULE, OF CONTINUOUS UNINTERRUPTED DRILLING, REBAR AND CONCRETE PLACEMENT OPERATIONS, 8 HOUR PER DAY, 40 HOUR WEEK. UNLESS REQUIRED BY SDI, SATURDAY, SUNDAY, HOLIDAY AND/OR NIGHTTIME AND OVERTIME WORK IS EXCLUDED.
7. AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE SHALL ENDORSE SDI'S WORK TICKETS, DAILY REPORTS AND/OR FIELD CHANGE ORDERS DAILY. THESE TICKETS SHALL FORM THE BASIS FOR SDI INVOICES. NO BACK CHARGES WILL BE ACCEPTED UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SDI.
8. ADDITIONAL COST ASSOCIATED WITH ELECTRONIC BILLING, PORTAL PAYMENTS, OR PAYMENT SERVICES WILL BE BILLED TO THE GENERAL CONTRACTOR. IF SDI IS REQUIRED TO UTILIZE A THIRD-PARTY BILLING COMPANY FOR PROJECT BILLING, A \$500 FEE SHALL BE ASSESSED PLUS ANY ACTUAL COST INCURRED BY SDI AS A RESULT OF USING SUCH THIRD-PARTY SERVICES.
9. GENERAL LIABILITY INSURANCE LIMIT OF \$1,000,000 EACH OCCURRENCE \$2,000,000.00 GENERAL & PRODUCTS/COMPLETED OPERATIONS AGGREGATE; AUTOMOBILE LIABILITY/WORKER'S COMPENSATION INSURANCE LIMITS OF \$1,000,000.00 ARE INCLUDED. OTHER ENDORSEMENTS SUCH AS WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY, ETC. ARE EXCLUDED. ADDITIONAL COSTS OF OTHER ENDORSEMENTS OR ANY PROJECT SPECIFIC INSURANCE REQUIREMENTS IN EXCESS OF SDI POLICY LIMITS AND COVERAGE WILL BE PAID FOR OTHERS. SDI SHALL BE ADDED AS AN ADDITIONAL INSURED TO OWNER'S BUILDERS RISK INSURANCE AND A COPY PROVIDED TO SDI NO LATER THAN 10 DAYS AFTER EXECUTION OF THIS PROPOSAL OR CONTRACT.
10. THE COMPANY SHALL PROVIDE A COPY OF THEIR PAYMENT AND/OR PERFORMANCE BONDS WITHIN 10 DAYS OF EXECUTION OF THIS PROPOSAL OR CONTRACT.
11. SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO UNDERGROUND UTILITIES. GENERAL CONTRACTOR TO LOCATE AND REMOVE OR REROUTE UNDERGROUND UTILITIES SO AS NOT TO INTERFERE WITH DRILLING OPERATIONS. DELAYS RESULTING THEREFROM WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE STATED ON PAGE ONE OF THIS PROPOSAL.
12. SDI SHALL NOT BE REQUIRED TO REMOVE, TRANSPORT OR DISPOSE OF HAZARDOUS SUBSTANCES OR CONTAMINATED MATERIALS (AS DESIGNATED BY ANY GOVERNMENT AGENCY). BEFORE SDI'S WORK BEGINS, PRIME CONTRACTOR SHALL DISCLOSE IN WRITING ALL INFORMATION IT HAS AND CAN OBTAIN FROM OWNER REGARDING HAZARDOUS AND CONTAMINATED MATERIALS AT THE PROJECT SITE. PRIME CONTRACTOR SHALL ARRANGE FOR ALL TESTS, INSPECTIONS, AND NOTICES REQUIRED BY LAW. THE ENCOUNTERING OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL THAT AFFECTS SDI'S WORK SHALL CONSTITUTE A DIFFERING SITE CONDITION FOR WHICH SDI SHALL BE ENTITLED TO EQUITABLE PRICE AND SCHEDULE ADJUSTMENTS. IF SUCH A CONDITION IS DISCOVERED, SDI SHALL BE ENTITLED TO STOP ALL AFFECTED WORK AND SHALL HAVE NO OBLIGATION TO PERFORM INVESTIGATION OR REMEDIAL WORK. THE PRIME CONTRACTOR SHALL IMMEDIATELY ARRANGE FOR INVESTIGATION OF THE CONDITION AND GIVE PROMPT NOTICE AS TO HOW IT WILL BE HANDLED. IF THE PRIME CONTRACTOR CERTIFIES THAT THE CONDITION IS ALLEVIATED AND DIRECTS SDI TO PROCEED, SDI MAY REQUIRE THE PRIME CONTRACTOR TO PROVIDE INSURANCE WITH MUTUALLY AGREED POLICY LIMITS TO COVER ANY PERSONNEL HEALTH RISKS AND REMEDIATION LIABILITIES TO WHICH SDI MAY THEREBY BE EXPOSED. PRIME CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND SDI AND ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS OF ANY TIER, SUPPLIERS, AND CONSULTANTS FROM AND AGAINST ANY LIABILITY, CLAIM, LOSS, OR EXPENSE (INCLUDING LEGAL AND EXPERT EXPENSES) ARISING OUT OF THE EXISTENCE, ENCOUNTERING, HANDLING, DISPOSAL, RELEASE, OR REMEDIATION OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL OTHER THAN MATERIALS BROUGHT TO THE SITE BY SDI.
13. IF CONDITIONS ARE ENCOUNTERED AT THE SITE WHICH ARE: (1) SUBSURFACE OR OTHERWISE CONCEALED PHYSICAL CONDITIONS WHICH DIFFER MATERIALLY FROM THE CONTRACT DOCUMENTS OR SOILS DATA PROVIDED TO SDI OR (2) UNKNOWN PHYSICAL CONDITIONS OF AN UNUSUAL NATURE WHICH DIFFER MATERIALLY FROM THOSE ORDINARILY FOUND TO EXIST & GENERALLY RECOGNIZED AS INHERENT IN THE CONSTRUCTION ACTIVITIES OF THE CHARACTER PROVIDED FOR IN THIS PROPOSAL, THEN SDI SHALL BE ENTITLED TO THE ACTUAL COST AND TIME INCURRED BY SDI. SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO EXISTING IMPROVEMENTS OR STRUCTURES ABOVE OR BELOW GRADE, INCLUDING BUT NOT LIMITED TO, ALL PILE TYPES, TEMPORARY SHORING, PERMANENT SHORING AND UNDERPINNING.
14. NO LIQUIDATED DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES SHALL BE ASSESSED AGAINST SDI.
15. IF THROUGH NO FAULT OF SDI, SDI IS UNABLE TO COMPLETE THE WORK AS DESCRIBED, SDI MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE AND SHALL BE PAID FOR THE ACTUAL COST OF COMPLETED WORK PLUS THE UNRECOVERABLE COSTS OF MATERIALS PLUS 15% OVERHEAD AND PROFIT.
16. ANY DISPUTE ARISING OUT OF SDI'S SCOPE OF WORK OR UNDER THIS CONTRACT SHALL BE RESOLVED FIRST BY AN INFORMAL MEETING BETWEEN SENIOR EXECUTIVES. IF, AFTER 10 DAYS, THE DISPUTE HAS NOT BEEN RESOLVED, THEN THE MATTER SHALL PROCEED TO MEDIATION.
17. IN THE EVENT THAT SDI IS PREVENTED OR DELAYED FROM PERFORMING OR IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY ACT OF GOD, ACTS OR DECREES OF GOVERNMENT, FIRE, CASUALTY, FLOOD, EARTHQUAKE, STRIKE, LOCKOUT, LABOR SHORTAGE, EPIDEMIC, PANDEMIC, INTERRUPTIONS IN THE SUPPLY CHAIN, UNUSUAL DELAYS IN DELIVERIES, OR ANY OTHER EVENT OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF THE PARTY AFFECTED, EVENT OR CHANGE IN LAW CAUSING CONSTRUCTION TO BE IMPRACTICAL OR IMPOSSIBLE, (COLLECTIVELY A "FORCE MAJEURE INCLUDING ACTIONS OF

Sacramento Drilling, Inc.
1143 Blumenfeld Drive, Suite 100, Sacramento, CA 95815

Tel: 916-638-1766 Fax: 916-638-3725
CA#759193, NV#0071120, AZ# 271891, CA DIR#100004496



GOVERNMENT IN DIRECT RESPONSE TO FORCE MAJEURE EVENTS, THEN SDI SHALL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY, AND ITS PERFORMANCE SHALL BE EXCUSED, AND THE CONTRACT TIME AND CONTRACT COST PLUS 15% OVERHEAD AND PROFIT SHALL BE EXTENDED TO REFLECT SUBCONTRACTOR'S ACTUAL TIME AND COST IMPACT OF THE DELAY, INCLUDING BUT NOT LIMITED TO RE-MOBILIZATION, THE COSTS OF MATERIAL, RENTAL EQUIPMENT, AND LABOR, AND SHALL BE REFLECTED IN A MUTUALLY AGREEABLE SCHEDULE AND CHANGE ORDER BEFORE THE RESUMPTION OF SUBCONTRACTOR'S PERFORMANCE. IF THE FORCE MAJEURE EVENT IS FOR AN UNINTERRUPTED PERIOD IN EXCESS OF 5 DAYS, THEN SDI SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO BE EXCUSED FROM PERFORMANCE UNDER THIS AGREEMENT.

18. THE PREVAILING PARTY IN ANY LEGAL DISPUTE SHALL BE ENTITLED TO ACTUAL ATTORNEY FEES PLUS COURT COSTS AND REASONABLE COSTS OF LITIGATION.
19. CONTRACTOR COVID REQUIREMENTS SHALL BE ADDRESSED ON A PROJECT BY PROJECT BASIS.
20. ALL COST ASSOCIATED WITH CONTRACTOR PROJECT SPECIFIC REQUIREMENTS SHALL BE A PASS THROUGH BY SUBCONTRACTOR AND THE SOLE RESPONSIBILITY OF CONTRACTOR.
21. SDI SHALL RECEIVE WRITTEN NOTICE TO PROCEED AFTER THIS PROPOSAL IS SIGNED OR THE AGREEMENT IS EXECUTED AND 30 DAYS PRIOR TO MOBILIZATION TO JOBSITE.
22. THIS PROPOSAL IS VALID FOR THIRTY DAYS FROM DATE SUBMITTED UNLESS EXTENDED IN WRITING BY SDI.
23. THIS PROPOSAL SHALL BE ATTACHED TO, AND INCORPORATED INTO ANY CONTRACT AND SHALL TAKE PRECEDENCE AND GOVERN OVER ANY CONFLICTING, INCONSISTENT, OR AMBIGUOUS PROVISIONS IN ANY OTHER CONTRACT.
24. YOUR SIGNATURE BELOW CREATES A VALID AND BINDING CONTRACT ENFORCEABLE BY THE LAWS OF THE STATE OF CALIFORNIA.

SUBMITTED BY:

SACRAMENTO DRILLING, INC.

BY: JON FERLA

TITLE: PROJECT MANAGER/ESTIMATOR

ACKNOWLEDGED AND ACCEPTED:

COMPANY _____

BY: _____

TITLE _____

DATE _____

Sacramento Drilling, Inc.
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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section 1.5 – Stricken Section as not applicable.

Section 2.2 – Stricken wording on the 4th line: "use its best efforts to."

Change SDI will need to be paid within 45 day to within 30" days.

Stricken the wording on the 6th line: "however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will not occur within this lime period."

Section 2.3 – Stricken the wording on the 8th line: "Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor."

Section 5.2 – Stricken Section as not applicable.

Section 5.3 – Stricken the wording on the 3rd line: "whether" and "or threatened" and on the 5th line "or in connection with."

Changed the 11th line to read: ... a result of Authority's sole or active negligence ...
"

Section 6.4 - Stricken the sentence: "Moreover, Consultant with respect to any documents and materials that may qualify as "work made for hire" as defined in 17 U.S.C. 101, such documents and materials are hereby deemed "works made for hire" for the Authority."

Section 7.4 – Stricken Section as not applicable.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “A-1 thru A-4”.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “A-1 thru A-4” and Section 3.4 of this agreement.**



Report to the Board of Directors

ITEM NO. 7

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: June 15, 2023

From: Cesar Zuniga, Assistant General Manager/
Operations Manager

Title: A Resolution Approving a Revised Personnel
Allocation, Senior Solid Waste Technician

RECOMMENDATION

Staff recommends the Board of Directors approve the revised personnel allocation, salary schedule, and job description for the Senior Solid Waste Technician.

FISCAL IMPACT

The recommended changes to staffing allocation have an estimated annual increase of \$10,500 for salary and benefits. The funding for the requested allocation was included in the approved fiscal year 2023-24 budget and is being covered by cost savings associated with assuming portions of the contracted environmental control system work being performed by an outside vendor.

DISCUSSION & ANALYSIS

Solid Waste Technicians perform a multitude of tasks at the active and closed Authority landfill sites. Duties range from inspecting, monitoring, and repairing environmental control systems, to operating heavy equipment for work on the landfill gas system and the long-term Johnson Canyon landfill closure project. The Solid Waste Technician position currently has two levels, with the entry level Solid Waste Technician I and the journeyman Solid Waste Technician II. The tasks performed by this position take years to master as this requires not only knowledge of heavy equipment operation, but also a clear understanding of environmental control system operation and complex system troubleshooting. The Solid Waste Technicians are part of the operations team reporting to the Engineering and Environmental Compliance Manager.

As the Authority prepares to assume some or all its currently contracted environmental control systems work staff determined that the added allocation of a Solid Waste Technician for the FY 2023-24 was insufficient and required a higher leveled position that could assume the training and development of techniques and operations required to oversee the environmental control systems to be brought in house. Staff determined a senior position with more knowledge of landfill gas, leachate, flare operation and construction were needed to properly oversee the in-house operation of these environmental control systems.

Staff has established the proposed Senior Solid Waste Technician position which best fits the needs of the agency and fairly compensates for the experience required to oversee such work and achieve cost savings. The Senior Solid Waste Technician will be responsible

for training the Solid Waste Technician I/II on all aspects of the environmental control systems while maintaining compliance with regulatory requirements.

The approval of the proposed new job description will not result in any staffing allocation increases, as this position will eliminate one of the four (4) Solid Waste Technician I/Is included in the approved 2023-24 budget and replace it with one (1) Senior Solid Waste Technician position. If approved the proposed changes will be effective on July 1, 2023, and staff would begin the recruitment for the position.

BACKGROUND

The Solid Waste Technician position performs a wide variety of tasks related to the environmental control systems at the active and closed landfills. By performing these tasks in-house instead of contracting the work, the Authority can vastly reduce the cost impacts as well as potential delays in implementing this work. The requested changes from and revision from a fourth (4) Solid Waste Technician I/II to one (1) Senior Solid Waste Technician will allow the Authority to have a position that can assist our staff to transition from contracting out the existing environmental control systems work to taking over portions of this work and achieving cost savings for the agency.

ATTACHMENT(S)

1. Resolution
2. Exhibit B – Senior Solid Waste Technician Job Description
3. Exhibit C – Personnel Allocation

RESOLUTION NO. 2023 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE REVISED PERSONNEL ALLOCATION, SENIOR SOLID WASTE TECHNICIAN

WHEREAS, the Authority owns, operates and maintains four (4) active and closed landfills within the Salinas Valley; and,

WHEREAS, the landfills are required to have environmental control systems to properly collect, process and destroy landfill gas, leachate, and storm water per state and federal laws; and,

WHEREAS, the Board approved four (4) Solid Waste Technician I/II's in the 2023-24 budget and staff recommends elimination of one of these positions and addition of one (1) Senior Solid Waste Technician which best serves the needs of the agency and provides the knowledge required to assume such operations and provide training to other staff members as we assume the environmental control systems work.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the revised Personnel Allocation attached hereto as "Exhibit C" and Senior Solid Waste Technician Job Description attached hereto as "Exhibit B" is hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 15TH day of June 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



JOB DESCRIPTION

JOB TITLE:	Senior Solid Waste Technician	DEPARTMENT:	Operations
REPORTS TO:	Engineering and Compliance Manager	FLSA STATUS:	Non-Exempt
PREPARED DATE:	June 2023	APPROVED DATE:	
REVISED:	June 2023		

SUMMARY

Under the direction of the Engineering and Compliance Manager, plans and participates in activities concerned with study, development, and inspection of solid waste systems; including landfills, transfer stations, household hazardous waste collection facilities and environmental control systems by performing the duties listed.

SENIOR SOLID WASTE TECHNICIAN: Is an expert level position for a seasoned solid waste industry professional with a minimum of 5 years of experience working in construction, engineering, environmental engineering and environmental control systems. This individual works independently with little or no direct supervision. This individual has repair, maintenance and troubleshooting skills. Possesses knowledge of the operations of a landfill, transfer station, household hazardous waste collection facilities, and environmental monitoring systems. Must possess electrical, mechanical, and diagnostic skills to troubleshoot environmental systems while also understanding the operation of such systems and how they impact the facilities environmental control and compliance. An understanding of regulatory rules as they apply to solid waste facilities and understanding of CalRecycle, Regional Water Quality Control Board, and Air Resources Board permits and regulatory rules.

A Senior Solid Waste Technician would possess a 40-hour Hazardous Waste Operator certification and Manager of Landfill Operations (MOLO) from the Solid Waste Association of North America. They must also have the ability to operate heavy equipment, establish grades, and read construction plans. They should have the ability to use Microsoft Office Software and AutoCAD software. A Senior Solid Waste Technician would possess the ability to mentor, instruct, tutor, and train others as well as assist in coordinating work and / or tasks for Solid Waste Technicians I/II.

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Other duties may be assigned.)

Solid Waste Operations/Facilities Inspection - Performs regular inspections of solid waste operations and sites, including landfills, transfer stations, and household hazardous waste collection facilities to ensure proper operations and environmental conditions. Operates heavy equipment to perform repairs and maintenance at landfill facilities. Inspects liner systems, leachate collection systems, sedimentation and detention ponds, storm water run-off systems, drainage ditches, groundwater sampling wells, methane probes, and water re-injection systems. Inspects facilities to maintain permit compliance; conducts winterization inspections and directs operator preparation for winterization. Reads and tunes landfill gas well to maximize collection and remain in compliance with regulatory agencies. Works with blower flare station and establishes parameters required with such systems to remain operational. Has oversight of groundwater systems and leachate conveyance systems at all sites.

Construction Management - Inspects contractor's work during construction to ensure compliance with approved plans and specifications; performs final inspection of construction and recommends approval for payments or prepares the list of items to be corrected before approval. Inspects adjacent properties for damage from construction activity. Confers with property owners regarding construction schedules, hazards, and inconveniences. Takes the lead in planning and development of in-house projects as they associate with landfill operations and / or environmental control systems.

Environmental Control Systems - Performs routine and complex sampling of storm water run-off, groundwater, and soils. Tunes and maintains landfill gas collection wells. Collects and uploads data to server to analyze and prepare operational reports. Oversees testing of leachate systems, flare source test, and construction of improvements. The position also oversees solid waste tech training and understanding of the above-mentioned task.

Site Maintenance - Maintains site and work safety. Performs repairs and improvements to closed facilities and assists with winterization tasks at landfill and transfer station facilities. Improvements and repairs to environmental control systems.

Reporting - Develops quarterly and annual reports to regulatory agencies. Gathers required data from collection systems, analyzes and provides recommendations.

SUPERVISORY RESPONSIBILITIES

This job has no current supervisory responsibilities. However, the Senior Solid Waste Technician may provide some work coordination and lead direction for Solid Waste Technician I and II (s).

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

MINIMUM QUALIFICATIONS

High school diploma or GED required; one year certificate from college or technical school in landfill construction, construction engineering, environmental engineering, enforcement of solid waste regulations; Must have five years of construction experience.

CERTIFICATES, LICENSES, REGISTRATIONS

A valid California driver's license is required.

COMPETENCIES

To perform the job successfully, an individual should demonstrate the following competencies:

Communication (Oral/Written)

Expresses views in a fluent, clear, logical manner, with enthusiasm and confidence. Communicates openly and honestly and promotes an open exchange of ideas. Is an effective listener – listens openly without interrupting. Keeps people well informed in respect of key organizational and departmental issues, in a timely manner. Delivers information effectively in a variety of written formats including reports, letters, memos, emails, etc.

Cost Consciousness

Does not waste resources. Looks for methods to improve processes that have a positive impact on the bottom line.

Customer Focus/Interpersonal Skills

Seeks to understand the (complex) dynamics of the customer's business. Builds effective customer rapport/relationships and treats them as business partners. Makes customers feel appreciated for their business. Actively seeks and listens to customers' needs, suggestions, and feedback. Takes a genuine interest in customers and demonstrates urgency, energy, and enthusiasm in satisfying their needs. Is friendly, warm, sincere, and easily approachable. Is tactful, compassionate, and sensitive, and treats others with respect and dignity. Is patient and understanding, listens empathetically to others and respects their opinions. Makes others feel appreciated, valued, and included, and is considerate of their needs and feelings. Is sensitive to cultural diversity, race, gender, and other individual differences.

Flexibility/Adaptability/Initiative/Proactivity

Is open to new ways of working, ideas, and processes. Adapts quickly and effectively to new environments, people, and responsibilities. Readily adapts to stressful situations and factors outside of his/her control. Actively attempts to influence events and instigates action without having to be urged on.

Adapts and improves working methods in order to achieve goals. Anticipates and responds to future needs and opportunities and seizes opportunities when they arise. Anticipates problems and pro-actively develops contingency plans accordingly. Keeps current on emerging job-relevant trends and issues.

Functional Expertise

Has the functional competence (skills & knowledge) to be effective in his/her job. Keeps specialist competence up to date with ongoing learning/studying. Actively seeks assignments and other on-the-job opportunities to improve self. Shares competence willingly with others.

Teamwork

Is committed to the team and its goals. Does fair share and is an effective contributor. Fills in for or assists fellow team members when necessary. Develops and maintains productive working relationships within the team. Willingly shares knowledge, skills, and job-relevant information. Actively participates in team meetings without monopolizing it or reducing the importance of other team members. Encourages and considers others' ideas, opinions, and suggestions. Actively involves self in team activities and contributes positively towards team spirit and morale. Works effectively in cross-functional project teams (when required).

Desirable Experience and Knowledge Base

- Associate Degree (A.A.) or equivalent from two-year college or technical school in civil, chemical, or environmental engineering or related field; or six months to one year experience in solid waste disposal or landfill construction, construction engineering, environmental engineering, enforcement of solid waste regulations, or a related area related experience and/or training; or equivalent combination of education and experience.
- Working knowledge of Microsoft Office and CAD.
- Principles of solid waste facility operations.
- Principles of inspection and construction monitoring.
- Soil mechanics and geology.
- Applicable County, State, and Federal laws, codes, and ordinances related to the proper operation of solid waste management and landfill facilities.
- Methods, materials, tools, and equipment used in the repair and maintenance of solid waste management, landfill, and related public works systems.
- Field and laboratory water and soil testing procedures.
- Utilization of computers and computerized information systems.
- Sound customer service practices and procedures.
- Leachate and groundwater system operations and maintenance.
- Operations of office equipment
- Operation of surveying equipment
- Review construction plans and specifications for feasibility and compliance with local, state, and federal regulations.
- Detect discrepancies between approved specifications and actual construction.
- Read, understand, and interpret laws, rules, regulations, and policies, which impact the operation of landfills and associated facilities.
- Identify malfunctions and problems with landfill systems such as leachate control, groundwater control, storm water run-off, other related systems and Remote Monitoring Systems (RMC).
- Identify and initiate corrective actions for landfill operations, which are not in compliance with applicable laws, contract agreements, or sound operating principles.
- Oversee maintenance and repairs of pumps and wells.
- Collect and analyze or transmit samples of soils, groundwater, surface water, and other landfill materials.
- Collect data and assist with the preparation of comprehensive technical reports.
- Effectively represent Authority policies, programs, and services with employees, contractors, representatives of other agencies, and the public.
- Provide construction installs, maintenance and repairs as they relate to all facilities including but not limited to landfill operations, environmental control systems, conveyance systems and other operations found at both active and closed facilities.

OTHER QUALIFICATIONS

Physical Demands - The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear and taste or smell.

The employee must occasionally lift and/or move up to fifty pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Employee must be able to wear personal protective equipment including ear and eye protection, respirator, Tyvex suit or coveralls, latex, rubber or leather gloves, hardhat, rain protection, and steel toe boots.

Work Environment - While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; risk of electrical shock and risk of radiation, explosives, and high noise level. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Will be required to respond to work sites beyond normal working hours. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to draft routine reports and correspondence; ability to speak effectively before groups of customers or employees of organization, contractors, or vendors; ability to read, analyze, and interpret general business periodicals, or governmental regulations.

Mathematical Skills

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume; ability to apply concepts of basic algebra and geometry.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form; ability to deal with problems involving several concrete variables in standardized situations.

I acknowledge that I have received, read, and sought clarification of any questions I have about the content of this job description. I further understand that, in order for the Authority to retain necessary flexibility to meet organizational needs, this job description may be modified from time to time.

Employee

Date

SALINAS VALLEY SOLID WASTE AUTHORITY
PERSONNEL ALLOCATION
PROPOSED EFFECTIVE DATE 07/10/23

Program and Position	21-22 Effective 07/01/21	22-23 Effective 08/22/22	22-23 Effective 10/03/22	23-24 Effective 07/01/23	23-24 Proposed 07/10/23
Executive Administration					
General Manager/CAO	1.0	1.0	1.0	1.0	1.0
Assistant General Manager	**	**	**	**	**
Clerk of the Board	1.0	1.0	1.0	1.0	1.0
Total Executive Administration	2.0	2.0	2.0	2.0	2.0
Finance and Administration					
Finance and Administration Manager	1.0	1.0	1.0	1.0	1.0
Human Resources Supervisor	1.0	1.0	1.0	1.0	1.0
Business Services Supervisor	1.0	1.0	1.0	1.0	1.0
Accounting Technician I/II	2.0	2.0	2.0	2.0	2.0
Administrative Support Assistant I/II	2.0	2.0	2.0	2.0	2.0
Total Finance and Administration	7.0	7.0	7.0	7.0	7.0
Resource Recovery					
Resource Recovery Manager	1.0	1.0	1.0	1.0	1.0
Contracts & Grants Analyst	1.0	1.0	1.0	1.0	1.0
Recycling Coordinator	1.0	1.0	1.0	1.0	1.0
Resource Recovery Technician I/II	4.0	4.0	4.0	4.0	4.0
Marketing Intern	0.5	0.5	0.5	0.5	0.5
Total Resource Recovery	7.5	7.5	7.5	7.5	7.5
Engineering					
Engineering and Environmental Compliance Manager	1.0	1.0	1.0	1.0	1.0
Senior Solid Waste Technician	-	-	-	-	1.0
Solid Waste Technician I/II	3.0	3.0	3.0	4.0	3.0
Total Engineering	4.0	4.0	4.0	5.0	5.0
Operations					
Operations Manager	1.0	1.0	1.0	1.0	1.0
Field Operations Supervisor I	2.0	2.0	2.0	2.0	2.0
Equipment Maintenance Technician I/II	2.0	2.0	2.0	2.0	2.0
Household Hazardous Waste Technician	1.0	1.0	1.0	1.0	1.0
Equipment Operator/Driver/Lead	3.0	3.0	1.0	1.0	1.0
Heavy Equipment Operator/Lead	1.0	1.0	1.0	1.0	1.0
Equipment Operator/Driver	7.0	7.0	7.0	7.0	7.0
Heavy Equipment Operator	4.0	4.0	4.0	4.0	4.0
Scalehouse Cashier	5.0	5.0	4.0	4.0	4.0
HHW Maintenance Worker I/II	3.0	3.0	3.0	3.0	3.0
Diversion Systems Maintenance Worker	-	2.0	2.0	3.0	3.0
Diversion Worker I/II	15.0	13.0	13.0	13.0	13.0
Total Operations	44.0	44.0	41.0	42.0	42.0
Total Full Time Equivalents	64.5	64.5	61.5	63.5	63.5

** The Assistant General Manager position and duties are assigned to a Division Manager by the GM.
Currently this assignment is being held by the Operations Manager.



Report to the Board of Directors

ITEM NO. 8

Finance Manager/Controller-Treasurer

General Manager/CAO

Colin J. Tanner by E.T.

General Legal Counsel

Date: June 15, 2023

From: Patrick Mathews, CAO/General Manager

Title: A Resolution Of The Salinas Valley Solid Waste Authority (Authority) Approving The Amended And Restated Memorandum Of Understanding With The Salinas Valley Recycles Field Operations Unit (SVRFOU) For Represented Employees For Fiscal Years 2022-2023 Through 2025-2026

RECOMMENDATION

The General Manager/CAO recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This action has no direct impact on our Strategic Plan goals or objectives, but does represent one of our key Authority values, fiscal prudence. The Amended & Restated SVRFOU MOU 2022-26 was accomplished through the cooperative partnership with field operations staff to continue to provide fair compensation, maintain a productive and market competitive workforce, while controlling net payroll costs and Authority funded pension and medical insurance contributions through shared expenses.

FISCAL IMPACT

The impact of the proposed Amended & Restated SVRFOU MOU 2022-26 is a net 0.12% increase in Field Operations staff costs for FY 2023-24, at an estimated cost of \$10,500 for re-classification of one(1) Solid Waste Technician I/II to Senior Solid Waste Technician. Cost impacts for previously negotiated adjustments to salaries and benefits are already included in the FY 2023-24 approved budget. Sufficient funds are available in the adopted budget for FY 2023-24 to fund the costs associated with the Amended & Restated SVRFOU MOU and future budgets will be adjusted accordingly for years 3 and 4 for costs associated with this Amended & Restated MOU.

Please note that this Amended & Restated MOU now also includes the two Field Operations Supervisor positions previously removed by Operating Engineers Local Union No. 3, AFL-CIO (OE3) from the unit but their addition to the SVRFOU MOU will not have a net impact in payroll costs related to this action.

DISCUSSION & ANALYSIS

On November 18, 2021, OE3 submitted a compliant petition requesting formal recognition as an exclusive employee organization for representation of all operations staff referred to as the Operations Engineering Unit. OE3 was formally recognized by the Authority on December 15, 2021, pursuant to Authority Personnel Policies (adopted April 15, 2004). On

October 20, 2022, the Board adopted a resolution approving a four-year MOU with OE3, Operations Engineering Unit for FYs 2022-23 through 2025-26.

As part of the MOU negotiations, OE3 requested a unit modification to remove the two(2) Field Operations Supervisor from the Engineering Operations Unit which became effective on the MOU approval date, October 20, 2022 . On December 15, 2022, the Board approved a Resolution Adopting Salaries and Benefits for FY 2022-23 for the two (2) Field Operations Supervisors previously removed from the OE3 Operations and Engineering Unit.

On December 16, 2022, the CAO/General Manager received a Decertification Petition seeking to decertify OE3 and along with a concurrent Petition for Recognition of a new representation group, SVRFOU. On December 20, 2022, both petitions were acknowledged in writing and a secret ballot election process was initiated with California State Mediation and Reconciliation Services of the California Public Employees Relations Board (PERB). Mail-in elections were conducted between February 27, 2023 and March 27, 2023. Based on the certified election results received from PERB on April 14, 2023, OE3 and SVRFOU were notified in writing on April 20, 2023 (Attachment 4) that OE3 was decertified as the exclusive representative for the Operations and Engineering Unit and SVRFOU was recognized as the new exclusive employee organization.

On May 31, 2023, SVRFOU submitted a compliant Unit Modification Petition, along with the required proof of support, to include the Field Operations Supervisors in the SVRFOU.

The proposed Amended & Restated SVRFOU MOU 2022-26 (Attachments 2 and 3), includes the following changes:

- 1) Name change to reflect the new employee organization: SVRFOU; and
- 2) Addition of the Field Operations Supervisors to the Unit; and
- 3) Addition of a new job classification, Senior Solid Waste Technician, under separate Board consideration in this agenda; and
- 4) Revised Salary schedules reflecting the above changes for FY 2023-24
- 5) All other terms and conditions included in the original adopted MOU will remain the same.

Attached you will find the Amended & Restated MOU with SVRFOU (Attachments 2 and 3) for Board consideration.

BACKGROUND

The primary purpose of this action is to formally acknowledge the change in representation for our field operations staff. As such, the new group will remain bound by the general terms and conditions of the original agreement with the exception of adding the Field Operations Supervisors to the MOU per SVRFOU's approved petition request and by adding a new position (Senior Solid Waste Technician) that has been agreed to through the meet and confer process.

ATTACHMENT(S)

1. Resolution
2. Amended & Restated MOU between SVSWA and SVRFOU
3. Revised FY 2023-24 Salary Schedule for SVRFOU (effective July 10, 2023)
4. OE3 Decertification and SVRFOU Recognition Notice dated April 20, 2023

RESOLUTION NO. 2022-
A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY (AUTHORITY)
APPROVING THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH THE
SALINAS VALLEY RECYCLES FIELD OPERATIONS UNIT (SVRFOU) FOR REPRESENTED EMPLOYEES
FOR FISCAL YEARS 2022-2023 THROUGH 2025-2026

WHEREAS, on October 20, 2022, the Authority approved a Memorandum of Understanding with Operating Engineers Local Union No. 3, AFL-CIO (OE3) representing the Operations and Engineering Unit of the Authority; and,

WHEREAS, on December 16, 2022, a Petition to Decertify OE3 as exclusive representative was submitted to the Authority along with a Petition for Recognition of a new employee organization, SVRFOU; and,

WHEREAS, on April 20, 2023, after certification of secret ballot elections by California Public Employees Relation Board, OE3 was decertified as the exclusive representative for the Operations and Engineering Unit and SVRFOU was recognized as the new employee organization; and,

WHEREAS, the General Manager in his designated capacity as the Personnel Officer, with assistance from Labor Counsel and the Assistant General Manager (Authority bargaining team) and in consultation with the Board and Executive Committee, has negotiated in good faith with SVRFOU representatives to develop the attached Amended and Restated SVRFOU MOU 2022-26 presented herein for Board consideration.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors does hereby find, determine and resolve as follows:

Section 1: The Amended and Restated Memorandum of Understanding between the Authority and SVRFOU as attached hereto and marked "Exhibit A" is approved and adopted and implemented as of June 15, 2023 and pursuant to the provisions contained therein.

Section 3: The Clerk of the Board shall certify to the adoption of this Resolution and deem it effective as of June 15, 2023, but with some provisions therein being expressly effective July 1, 2022, or as otherwise stated in the Amended and Restated MOU.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 15th day of June 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

Roy C. Santos, Authority General Counsel

AMENDED & RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY (SVSWA)
AND
THE SALINAS VALLEY RECYCLES FIELD OPERATIONS UNIT AT SVSWA
July 1, 2022 through June 30, 2026

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ARTICLE 1. PARTIES, TERM AND ADOPTION OF AMENDED & RESTATED MEMORANDUM OF UNDERSTANDING

- 1.1 Parties. This Amended & Restated Memorandum of Understanding (“MOU”) is made and entered into between the Salinas Valley Solid Waste Authority, a joint powers authority and a governmental entity separate from its member agencies and organized under the laws of the State of California pursuant to a Joint Powers Agreement (hereinafter referred to as the "Authority"), and the Salinas Valley Recycles Field Operations Unit (hereinafter referred to as the "SVRFOU") pursuant to the Meyers-Milias-Brown Act (hereinafter referred to as the “MMBA”) (Gov. Code § 3500 et seq.) of the State of California and the Authority’s local labor relations rules.
- 1.2 Term. This Amended & Restated Memorandum of Understanding shall cover the period commencing July 1, 2022 and ending June 30, 2026.
- 1.3 Adoption. This Amended & Restated Memorandum of Understanding shall be presented to the Board of Directors of the Authority as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2026. Upon Ratification by the SVRFOU’s membership at the Authority and approval by the Board of Directors of the Authority, this Amended & Restated Memorandum of Understanding shall become binding between the Authority and the SVRFOU retroactive to July 1, 2022, except as otherwise expressly stated herein.

ARTICLE 2. RECOGNITION AND UNIT DESCRIPTION

- 2.1 Authority Representative. The Authority’s Chief Administrative Officer (“CAO”), or any person or organization duly authorized by the CAO, is the representative of the Authority in employer-employee relations, as provided in Authority Resolution No. 2004-014.
- 2.2 SVRFOU Recognition. SVRFOU is the exclusive bargaining representative and recognized employee organization for the Field Operations Unit (hereinafter the “Unit”) which is comprised of the classifications listed in Section 2.3 below. The Authority recognizes the SVRFOU as the only organization entitled to meet and confer on matters within the scope of representation on behalf of Authority employees in the Unit, pursuant to the MMBA and the Authority’s Personnel Policies Article 2.04.200 – 2.04.420 and any subsequent updates to the Authority’s Employer-Employee Relations resolution.
- 2.3 Bargaining Unit. The Unit includes all employees who are employed by the Authority in the following classifications:
 - a. Diversion Worker I/II
 - b. Diversion Systems Maintenance Worker
 - c. Equipment Maintenance Tech I/II

- d. Equipment Operator/Driver
- e. Equipment Operator/Driver Lead
- f. Heavy Equipment Operator
- g. Heavy Equipment Operator Lead
- h. HHW Maintenance Worker I/II
- i. HHW Technician
- j. Scalehouse Cashier
- k. Solid Waste Technician I/II
- l. Senior Solid Waste Technician
- m. Field Operations Supervisor

ARTICLE 3. EMPLOYMENT STATUS

- 3.1 Probationary New Hire Appointment. A newly hired Unit employee is a probationary at-will employee for the initial six (6) months of actual and continuous service in that job position. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position.
- 3.2 Lateral Probationary Appointment. An existing employee who applies for and is appointed to a new classification that is not a promotion becomes a probationary at-will employee in the new classification for the initial six (6) months of actual and continuous service in that new job position/classification. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position. In the event a lateral appointee is unsuccessful in completing the probationary period, the employee may be returned to their prior classification provided that a vacant position is then available. There are no “bumping rights” for this type of appointment.
- 3.3 Promotional Probationary Appointment. A promoted Unit employee is a probationary employee for the initial six (6) months of actual and continuous service in that promoted job position. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position. In the event a promotional appointee is unsuccessful in completing the probationary period, the employee may be returned to their prior classification provided then that a vacant position is then available provided that a vacant position is then available. There are no “bumping rights” for this type of appointment.
- 3.4 Regular Full-Time Status. Regular full-time employees are those who are not in a part-time, temporary, seasonal, or probationary status and who are regularly scheduled to

work at least 40 hours per week. These employees are entitled to receive all legally mandated benefits (Workers' Compensation, State Disability, Unemployment, Medicare Insurances, and similar benefits), and are also eligible for such other negotiated benefits (retirement, health insurance, vacation leave, sick leave, paid holidays, and similar benefits).

- 3.5 Probationary Extension Caused by Absence. Any significant absence (30 days or more) will extend the above probationary periods by the length of the absence. Periods of time on paid or unpaid leave of one work week or more shall automatically extend the probationary period until the successful completion of the probationary period.
- 3.6 Probationary Extension upon Authority Notice. If the Authority determines that the designated probationary period does not allow sufficient time to thoroughly evaluate an employee's performance, the probationary period may be extended for an additional three (3) month period at the Chief Administrative Officer's discretion with notice to the SVRFOU. Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification.

ARTICLE 4. SVRFOU MEMBERSHIP, NEW EMPLOYEE ORIENTATION, DISCLOSURE OF EMPLOYEE INFORMATION AND DUES DEDUCTIONS

- 4.1 SVRFOU Membership. The parties hereto recognize that membership in the SVRFOU is voluntary and that employees have the right to join, not join, maintain, or drop their membership in the SVRFOU and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.
- 4.2 New Employee Orientation. The Authority agrees to provide, when possible, no less than ten (10) business days' notice in advance of any new employee orientations and provide the SVRFOU access to the orientation(s). SVRFOU shall have thirty (30) days from an employee's start date to conduct its own orientation of employee during employee's work hours. Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the SVRFOU, which could mean representational attendance or correspondence. The SVRFOU shall advise the Authority reasonably in advance as to the type of access requested. The Authority agrees to provide such reasonable notice of current employees that have changed position status (i.e., part-time to full time, promotional).
- 4.3 Disclosure of Employee Information. The Authority agrees to provide the SVRFOU with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The Authority also agrees to provide the SVRFOU with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all Unit employees once a quarter: January, April, July and October.

4.4 Dues Deduction.

- a. Unit employees may choose to become a member of the SVRFOU. If the employee chooses to become a member, SVRFOU requests that the Authority deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SVRFOU and/or supplemental benefits, from the wages and salaries of members of SVRFOU for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. SVRFOU hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the Authority unless a dispute arises about the existence or terms of the authorization. Any request to begin dues deductions or cancel dues deductions must be made to SVRFOU and not to the Authority. SVRFOU is responsible for informing the Authority of the amount of dues deductions for employees. SVRFOU dues shall be deducted each pay period in accordance with Authority procedures and provisions of applicable law from the salary of each employee whose name is provided by SVRFOU.
- b. The Authority shall provide for payroll deductions on each payroll period (twenty-four times out of twenty-six payroll periods per calendar year). The Authority shall remit the total amount of deductions to the SVRFOU by the 15th of the month through an electronic transfer. Any changes in SVRFOU dues must be given to the Authority a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- c. Employees in the Unit who are members of the SVRFOU may withdraw from the SVRFOU by sending notice to the SVRFOU. SVRFOU shall promptly certify to the Authority by correspondence (USPS) and by email to terminate dues deductions for any such employees, consistent with applicable law.
- d. SVRFOU shall defend and indemnify the Authority for any claims made by a Unit employee for deductions made under this Article.

ARTICLE 5. ACCESS, REPRESENTATION, SHOP STEWARDS AND BULLETIN BOARDS

- 5.1 SVRFOU Access to Work Locations. The parties recognize and agree that in order to maintain good employee relations, it is necessary for SVRFOU to have access to work locations, to confer with Authority employees during working hours, to post bulletins on the SVRFOU designated bulletin board or assigned space on a designated bulletin board, inspect the working conditions, conduct worksite visits, investigate MOU violations, health and safety concerns, investigate and process grievances and disciplinary actions, or meet with members for the purpose of representing members in their relations with the Agency.

- a. SVRFOU shall be granted access upon obtaining authorization from the Operations Manager and/or the CAO prior to entering a work location and after advising of the general nature of the business. The Operations Manager and/or the CAO shall not unreasonably withhold timely access to work locations. The Operations Manager and/or the CAO shall ensure that there is at all times someone designated who shall have full authority to approve access. However, the Operations Manager and/or the CAO may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would unduly interfere with the efficiency, safety, or security of agency operations. If a request is denied, the Operations Manager and/or their designee shall establish a mutually agreeable time for access to the employee.
 - b. Where SVRFOU is granted access to work locations, it shall limit such visits to a reasonable period of time, taking into consideration the nature of the concern, investigation, grievance or appeal. The Operations Manager and/or their designee may mutually establish with the SVRFOU Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Agency shall not unduly interfere with SVRFOU' right to access work locations, so long as such access does not interfere with the performance of Authority business.
- 5.2 Shop Stewards. The SVRFOU may select up to three (3) Unit employees as Shop Stewards. The Shop Stewards shall be given reasonable release time on paid status to attend meetings with management representatives, or to be present at grievance and/or discipline meetings or hearings where matters within the scope of representation or grievances or discipline are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Authority business. One Shop Steward shall be permitted release time, if needed, to attend Authority Board Meetings, when such meetings occur during the Shop Steward's scheduled work period.
- 5.3 SVRFOU Bulletin Boards. The Authority will provide SVRFOU access to a reasonable portion of existing bulletin board space for SVRFOU notices or provide SVRFOU access to install its own bulletin boards for such use. Only bulletin boards or bulletin board space designated by the Operations Manager and/or their designee may be used for posting of SVRFOU notices. SVRFOU shall be responsible for all postings and Authority shall be under no obligation to post for the SVRFOU. Designated bulletin boards or bulletin board space shall only be used for the following notices:
- a. Scheduled SVRFOU meetings, agenda, and minutes;
 - b. Information on SVRFOU elections and the results;
 - c. Information regarding SVRFOU social, recreational, and related news bulletins;
 - d. Reports of official business of SVRFOU;

- e. The SVRFOU Magazine, if any;
- f. Any SVRFOU official notice or publication; and
- g. SVRFOU Flyers and notices.

Notices that are posted, distributed through the mail system, or placed in an employee's Authority mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the Authority; nor shall they pertain to public issues which do not involve the Authority or its relations with Authority employees.

ARTICLE 6. NON-DISCRIMINATION

Consistent with state and federal law, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex.: cancer), genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate SVRFOU activities, (as set forth in this MOU herein), against any employee or applicant for employment by the SVRFOU or the Authority. This Article does not preclude the SVRFOU from seeking redress from the Public Employment Relations Board (PERB) on any matter under their jurisdiction.

ARTICLE 7. EMPLOYEE RIGHTS

Pursuant to the MMBA Sections 3502 and 3504, employees of the Authority shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters relating to employment conditions and employer-employee relations, including not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Employees of the Authority also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Authority. Per MMBA Section 3506, the Authority and its employee organization(s) shall not interfere with, intimidate, restrain, coerce or discriminate against employees of the Authority because of their exercise of their rights under MMBA Section 3502.

ARTICLE 8. MANAGEMENT RIGHTS

The rights of the Authority include, but are not limited to, the exclusive right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility; determine the mission of its constituent departments; manage and control all property, facilities and operations, including the methods, means and personnel by which the Authority's operations, including the methods, means and personnel by which the Authority's operations are to be conducted; set standards of service; determine the size and composition of the working force; determine the procedures and standards of selection for

employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty for lack of work, funds or for other legitimate reasons; maintain the efficiency of governmental operations; determine the content of job descriptions and classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and technology of performing work; and take such other and further action as may be necessary to organize and operate the Authority in the most efficient and economical manner and in the best interest of the public it serves. The Authority agrees to meet and confer over changes in any wages, benefits or conditions of employment within the scope of representation as defined by MMBA and PERB.

ARTICLE 9. ACCESS TO PERSONNEL FILES

Personnel files are the property of the Authority and access to the information they contain is restricted as determined by the Authority and state law. Generally, only members of management staff of the Authority, who have a legitimate business reason to review information in a personnel file, are allowed to do so. Pursuant to Labor Code section 1198.5, every current and former employee, or their representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Any request for inspection of a personnel file or copy thereof relating to the employee's performance or to any grievance concerning the employee shall be done with reasonable advance notice as required by law and shall be made to the Authority's Director of Human Resources and CAO. The Authority is entitled to take reasonable steps to verify the identity of any current or former employee or their authorized representative and allow personnel file inspection in the presence of authorized management personnel. For purposes of this Article, "representative" means a person authorized in writing by the employee to inspect, or receive a copy of, their personnel records.

ARTICLE 10. RESIGNATION

- 10.1 Resignation is defined as employment separation initiated by an employee who chooses to leave the Authority voluntarily. Resigning employees must submit a written Notice of Resignation (available from Human Resources) and are asked to give no less than two (2) weeks' notice. This advance notice does not include any leave time or any other compensated or non-compensated working time.
- 10.2 Circumstances may exist where the Authority may exercise its right to accept a resignation immediately and/or to accelerate the final date of employment. If the Authority accepts the resignation and separates the employee for no cause earlier than the employee's tendered resignation date, then the Authority shall pay the employee the balance of the amount of base salary that would be owed to the employee had they worked up until their stated resignation date. Whether the date designated by the employee or an earlier date selected by the Authority becomes the employee's last day of work, the employee's personnel records will normally indicate voluntary resignation, unless terminated for cause.
- 10.3 Employees who fail to report to work for three (3) consecutive work shifts without proper notification will be considered to have abandoned their job and to have

voluntarily resigned from the Authority. Unless the employee submits a written resignation notice, the Authority shall serve a Notice of Proposed Discipline – Termination and provide for pre-disciplinary response and post discipline appeal.

ARTICLE 11. COMPLIANCE WITH MOU AND EMPLOYER POLICIES

The Authority's personnel policies are included in its Employee Handbook, Personnel Policies, and various Administrative Procedures. In the event of any violation of the terms of this MOU or the Authority's Employee Handbook, Personnel Policies, or Administrative Procedures, responsible and authorized representatives of the SVRFOU and/or the Employer, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing any unauthorized persons into compliance with the terms of the policy, procedure or rule at issue. Individuals acting or conducting themselves in violation of the terms of such policy, procedure or rule may be subject to discipline, up to and including discharge. Notwithstanding the preceding language, any alleged violations of the Authority's separate policies, procedures or rules shall not be deemed a violation of this MOU, but would still be subject to the Authority's grievance procedure and/or PERB jurisdiction.

ARTICLE 12. SENIORITY FOR SCHEDULING, ASSIGNMENTS, ROUTES, VACATIONS, OVERTIME, ETC.

- 12.1 The Authority shall endeavor to approve requests for vacation leave in a timely manner. Vacations, work schedules, including Holidays, shift assignments and training assignments shall be done in accordance with seniority within each job classification group. The Authority shall endeavor to provide two consecutive days or three consecutive days off when scheduling shift assignments, if operational needs allow it.
- 12.2 Unit employees shall bid for particular work schedules assigned by the Authority to a classification group on the basis of seniority within classification group to the extent that doing so reasonably meets the business and operational needs of the Authority.
- 12.3 PTO leave requests are to be submitted to the employee's Supervisor by the 10th day of each month. The Supervisor will review all such requests received and will approve or reject the requests based on Seniority by the 20th of each month with a rolling six (6) months. Example: A November PTO leave request should be submitted by May 10th in order to be designated by Seniority. After the 20th of May, all available dates for November would be open on a first come first serve basis. Requests are considered no more than six months (180 days) in advance.

ARTICLE 13. POSTING OF POSITIONS

The Authority shall post all open positions on bulletin boards where employees in the SVRFOU work when recruitment begins. The Authority shall endeavor to recruit open positions internally before proceeding to external recruitment but reserves the right in its sole discretion based on business needs and efficiency to recruit internally, externally or both concurrently.

ARTICLE 14. SALARIES

- 14.1 Cost of Living Adjustment 2022/23. Effective the first full pay period in July 2022 all Unit employees will receive a cost-of-living adjustment of 4.0% of base pay as reflected in the attached Salary Schedule, Attachment 1.
- 14.2 Cost of Living Adjustment 2023/24. Effective the first full pay period in July 2023, all Unit employees will receive a cost-of-living base pay increase of 4% as reflected in the attached Salary Schedule, Attachment 2.
- 14.3 Cost of Living Adjustment 2024/25. Effective the first full pay period in July 2024, all Unit employees will receive a cost-of-living base pay increase of a minimum of 2% and maximum of 3.5% as determined by the Consumer Price Index US City Average Urban Wage Earner and Clerical Worker (CPI-W) percentage increase from December 2022 to December 2023.
- 14.4 Cost of Living Adjustment 2025/26. Effective the first full pay period in July 2025, all Unit employees will receive a cost-of-living base pay increase of a minimum of 2% and maximum of 3.5% as determined by the Consumer Price Index US City Average Urban Wage Earner and Clerical Worker (CPI-W) percentage increase from December 2023 to December 2024.
- 14.5 Bilingual Pay. The Authority shall designate which Unit employee job classifications require the ability to speak Spanish and English. Unit employees assigned to one of these classifications who successfully demonstrate the ability to fluently speak, read and write both Spanish and English shall be eligible for bilingual pay equal to 5% of the employee's base pay. If the Authority determines that other languages are needed, the same concept shall apply for bilingual pay for those additional languages. An employee cannot be compelled to provide bilingual services if they are not compensated.
- 14.6 Longevity Pay. Unit employees shall be eligible for longevity pay on their 10th, 15th and 20th year anniversary of hire as follows: 2.5% increase in base pay on their 10th year anniversary, 5% increase in base pay on their 15th year anniversary, and 7.5% increase in base pay on their 20th year anniversary.
- 14.7 Out of Class Appointment Pay. Government Code section 20480 defines an "out-of-class appointment" to mean an appointment of an employee to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration shall not exceed a total of 960 hours in each fiscal year. For purposes of this section, a "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence. An employee who is appointed by the Division Manager with approval from the Chief Administrative Officer to perform all the duties of a higher classification shall receive ten percent (10%) Out of Class Pay while performing those duties. Such pay shall start on the first day of the appointment effective date and be based on the employee's established

salary. Out of Class Pay will be paid within the pay period in which the Out of Class Pay was worked.

- 14.8 Additional Duties Pay. Unit employees who are formally assigned to take on duties outside their classification must be assigned to do so in writing signed by their Division Manager. Additionally, the CAO must authorize the extra duties and extra pay. Documentation of these approvals shall have a set end date and be placed in the employee's personnel file. Additional Duties Pay shall be at least a five percent (5%) and may be up to ten (10%) increase to the base salary of the employee based on the degree of duties assigned for the duration of the assignment at the sole discretion of the Authority and shall not apply where employees are formally appointed to act and work in a higher temporarily vacant and budgeted position.
- 14.9 On-Call Pay. Represented employees assigned to on-call status shall be compensated \$350 per two-week assignment. On call will be assigned by Seniority and on a rotating basis to designated employees for environmental control systems and public safety call outs. The on-call period will be the same as the established biweekly pay period and will rotate between designated employees as established by the Chief Administrative Officer or their designee. Additionally, an employee who responds to a site when called out will be compensated for a minimum of two (2) hours of pay or for the actual hours worked, whichever is greater. An employee who is on call and fails to respond to a call shall forfeit \$50 of on-call pay per occurrence, not to exceed \$350 per pay period.
- 14.10 Compensation and Benefits Study 2025/26. In the final year of this MOU, the Authority will commission a Total Compensation and Benefits Study for all Unit classifications to determine how competitive the Authority is within its labor market by collecting and analyzing total compensation inclusive of monthly base salary and benefits data. Each Unit employee shall have the opportunity to review their respective job description to ensure accuracy of duties and responsibilities. The Authority and the SVRFOU shall meet and confer to approve the scope of work defining the process by which the Study is conducted, how positions are compared, and which agencies will be surveyed. The Study will take place and be completed by January 4th of the final year of the MOU.
- 14.11 Equity Adjustments. The Authority and SVRFOU agree to reclassify two (2) existing positions from Diversion Worker I/II to the new title of Diversion Systems Maintenance Worker with a salary equity adjustment of 10.0% increase to the base pay range. This reclassification will be applied to the two (2) existing Diversion Worker I/II's operating the Organic Recovery Systems at the Johnson Canyon Landfill.

ARTICLE 15. COMPENSATION STRUCTURE, SALARY RANGES AND STEPS

- 15.1 Compensation Structure. The Authority and the SVRFOU strive to establish equitable wage rates and benefits so that every employee is paid according to the working conditions, responsibilities, and requirements of the job. We try to keep wages and benefits equal to or better than that of employees performing similar services in comparable public agencies in our industry. Exhibit A, Salary Ranges, shall be the

agreed upon Unit employee salary ranges effective the first full pay period in July 2022 or the first payroll period after the Authority's Board approves this MOU, whichever is later. Each range consists of 11 Steps and each step within the salary range shall be 2.5% between steps. Initial probationary increases awarded at the end of a probationary period will not exceed one step (2.5%) and shall never exceed Step 11, which is the highest allowed step.

- 15.2 Evaluation/Anniversary Increases. The Authority believes in rewarding employees based on their individual performance through probationary and annual Evaluation / Anniversary increases based on a number of factors, including job performance. Employee performance is measured against standards of performance for their particular job. Subsequent Evaluation/Anniversary increases shall take place on the annual evaluation date. Regular employees are eligible for, but not guaranteed, a Evaluation/Anniversary increase. Failure to complete an evaluation by the Authority on the probationary or annual evaluation period, shall not be a bar to any potential increase. Changes to an employee pay range or step shall be effective with the pay period inclusive of the effective date of the change. Annual Evaluation/Anniversary salary range step increases are based on a numerical scale to correspond with level of performance: Meets standards = 2.5%, Exceeds = 5%, and Outstanding = 7.5%. Employees who have reached Step 11 will not be eligible for an Evaluation/ Anniversary increase. An employee receiving a less than satisfactory evaluation may not receive an Evaluation/ Anniversary increase, but they may appeal the evaluation to the CAO for a final determination, without any other right of grievance or appeal.
- 15.3 Classification Levels. The Authority employs alternate staffing whereby a position may be filled at one of several related levels within a classification. Under alternate staffing, the Board establishes the allocation in the classification. The position may then be filled at any class level as determined by management. An employee can decide not to seek movement to the next higher level. Movement between levels within a classification is evaluated by experience and time in a classification and is not considered a promotion and does not create a new probationary period. Movement to the next higher class level is also not automatic. Managers/supervisors will objectively evaluate the performance of each employee and an employee will not be appointed to the next higher-class level until the employee's immediate manager/supervisor has certified that the employee has the skills necessary to perform the duties of the higher class level satisfactorily. Appointment to the next class level shall always include a pay increase and may occur at:
- a. The completion of an employee's probationary period and
 - b. The completion of an employee's annual performance evaluation.

ARTICLE 16. BENEFITS

- 16.1 Health Insurance. The Authority will continue to offer CalPERS provided medical insurance, as well as Dental and Vision Services coverage and shall contribute ninety percent (90%) of the total 2022 premium amount. Employees electing medical,

dental and/or vision coverage shall pay ten percent (10%) of the total 2022 premium amount. Authority and employees acknowledge that the premium amounts are established by the respective insurance providers and are subject to change.

Effective January 1, 2023, through the term of this MOU, the Authority shall pay eighty five percent (85%) of all Employee selected health care premiums and the Employee shall pay fifteen (15%) of all their selected health care premiums.

Payroll deductions for the January 1, 2023, medical insurance premiums (and all future monthly medical insurance premiums) occur in the month prior to premium due date.

The employee's contribution toward the premium amount is based on the Employee selected Plans and levels of dependent care coverage and will be paid as a pre-tax payroll deduction.

- 16.2 Section 125 Flexible Benefits Plan. Employees may elect to use pre-tax earnings for supplemental benefits for cancer insurance, intensive care insurance, accident insurance, hospital indemnity insurance, special health events, medical expenses reimbursement, or dependent care reimbursements. The Authority shall continue to pay the Administrative Fee associated with this benefit.
- 16.3. Employee Assistance Program. Employees, their dependents, spouse or domestic partner may seek family counseling and professional services referrals through Concern Employee Assistance Program for areas such as finances, family legal, alcohol, drugs and health. The current plan provides for up to five (5) visits per issue per twelve (12) month period.
- 16.4. Short and Long Term Disability. Employees participate in the worker-funded State of California State Disability Insurance program at the cost established by the Employment Development Department. Long-term disability insurance is offered at no cost to employees. The Authority covers 100% of the premium for the employee. The benefit will provide up to 60% of compensation and a maximum of \$7,500 per month up to age 65 with a 90-day waiting period due to a non-work-related disability. Employees participate in the State funded short-term disability program.
- 16.5. Life Insurance. The Authority provides employees a life and AD&D insurance policy at one-time their annual salary, with a minimum coverage of \$50,000 and a maximum coverage of \$200,000.
- 16.6. California Public Employee Retirement System ("CalPERS"). Unit employees defined by CalPERS as "Classic Members" shall pay the Employee's contribution to CalPERS as determined by CalPERS, currently 7% of earnable compensation. The Authority's CalPERS contract provides that represented employees who are Classic Members shall make an additional 1% cost sharing contribution to the employer's contribution to CalPERS with the additional 1% credited to the employee's account.

Unit employees defined by CalPERS as “PEPRA” members are subject to the Public Employees’ Pension Reform Act of 2013, according to which they are required to contribute 50% of normal costs as required by CalPERS.

- 16.7. Deferred Compensation. The Authority shall offer an opportunity for employees to voluntarily contribute to an IRS 457 Deferred Compensation Plan through pre-tax payroll deductions.
- 16.8. Education Assistance. The Authority will reimburse a non-management employee for books and tuition for a job-related course of study up to \$2,000/year maximum. Reimbursement shall be for trade school and/or accredited 2 or 4-year college course work. The employee will receive reimbursement upon successful completion of the course with a “pass” or grade of “C” or better.
- 16.9. Physical Fitness/Wellness Program. The Authority will reimburse employees up to \$500 annually toward the cost of employee’s health or fitness club membership.
- 16.10 Protective Footwear Allowance. Represented employees will receive a purchase voucher from their Department Manager or Supervisor annually for up to \$240.00 for safety boots that meet the approved Protective Footwear specifications. This allowance shall increase annually by \$10 per year on July 1st of each subsequent year of this MOU. The department manager will check and verify employee’s last purchase date and ensure that employee did not purchase safety boots less than twelve (12) months prior when requesting new safety boots. Approved Protective Footwear Specifications:
 - ° Steel Toe/Plate
 - ° Puncture Resistant
 - ° Laced up with ankle support
 - ° Oil Resistant

If the employee chooses to purchase the safety footwear with the approved specs from a non-vendor, the Authority will reimburse up to \$240.00 per employee, per twelve (12) month period for the acquisition, replacement and or/repair of safety boots purchase. No more than one (1) pair of safety boots will be reimbursed in a twelve (12) month period. Each employee shall provide original proof of purchase and/or repair for approval by the department Manager, prior to receiving reimbursement. Costs in excess of \$240.00 is the responsibility of the employee.

ARTICLE 17. LEAVES

- 17.1 Paid Time Off. Represented employees are provided with Paid Time Off (“PTO”) as set forth below effective the first full pay period in July 2022 or the first payroll period after the Authority’s Board approves this MOU, whichever is later. Unit employees are provided with Paid Time Off (PTO) which can be used for such things as vacation, sick

leave, family leave, etc. PTO accrual rates are based upon length of service as defined in the table below. New employees earn 22 days per year which then increases one day per year for the first 6 years of service and then 0.5 (one half) day per year of service up to a maximum of 33 days per year. Employees may request PTO cash-out provided an Employee has taken at least 10 days of leave during the preceding year and that an irrevocable request is made in one fiscal year and paid out in a subsequent fiscal year. The maximum accrual for PTO shall be 400 hours. New accrual rates will begin effective the first full pay period in July 2022 or the first payroll period after the Authority's Board approves this MOU, whichever is later, based on Employee's current number of service years and will not be applied retroactively.

An employee who exceeds the maximum accrued hours will receive a payment equal to forty (40) hours of the employee's current base hourly pay rate in the regular pay check following the date when the maximum was exceeded, regardless of the PTO leave taken in the preceding calendar year. In lieu of payment, an employee may submit a leave request for forty (40) hours of PTO or may elect to donate the hours to the Paid Time Off Donation Program.

<i>Employment Year</i>	<i>Days accrued per year</i>	<i>Hours accrued per biweekly pay period</i>
1st year	22	6.77 hours/pay period
2nd year	23	7.08 hours/pay period
3trd year	24	7.38 hours/pay period
4th year	25	7.69 hours/pay period
5th year	26	8.00 hours/pay period
6th year	27	8.31 hours/pay period
7th year	27.5	8.46 hours/pay period
8th year	28	8.62 hours/pay period
9th year	28.5	8.77 hours/pay period
10th year	29	8.92 hours/pay period
11th year	29.5	9.08 hours/pay period
12th year	30	9.23 hours/pay period
13th year	30.5	9.38 hours/pay period
14th year	31	9.54 hours/pay period
15th year	31.5	9.69 hours/pay period
16th year	32	9.85 hours/pay period

17th year	32.5	10.00 hours/pay period
18th year to separation or retirement	33	10.15 hours/pay period

- 17.2 PTO Cash Out. *The above PTO accrual chart reflects an employee who regularly works 40 hours per week.

The length of eligible service is calculated on the basis of an anniversary year, which is the 12-month period that begins when the employee completes their probationary period.

To use PTO, represented employees must make a written request to and receive written approval from their supervisor. Requests will be reviewed and considered based on a number of factors, including Seniority, business needs and staffing requirements. PTO is paid at the employee's base hourly pay rate at the time it is used and does not include overtime or any special forms of compensation such as incentives or bonuses.

A represented employee may request cash-out of PTO bank hours. The maximum PTO bank cash-out payments in a calendar year is eighty (80) hours for employees with less than twenty (20) years of service and one hundred twenty (120) hours for employees with over 20 years of service. Employees requesting a cash-out must have taken at least eighty (80) hours of PTO during the preceding 12-month period to receive a cash-out payment of PTO. Further, the employee must irrevocably designate the amount of PTO to be cashed-out on or before December 1 of each year on a form to be provided by the Authority, which will be paid in the following calendar year after the accruals for the new calendar year are deposited in the employee's PTO bank and as directed by the employee on their cash-out designation form.

- 17.3 Attendance and Punctuality. To maintain a safe and productive work environment, the Authority expects all employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on working operations. In the event that you become aware of an anticipated tardiness or absence please notify your supervisor or the HR/Organizational Development Manager as soon as possible, and no later than one (1) hour prior to the beginning of your scheduled shift. If it is before or after normal working hours, you should notify your supervisor by leaving a message with a return number. The supervisor and/or Manager will return the call and/or acknowledge the call within an hour by text or by returning the call.

Excessive absenteeism (excused or not), including early departures, will not be tolerated and may result in counseling or corrective action, up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis.

17.4 Unscheduled PTO. Unscheduled PTO is to be used for illness or injury, and the following provisions shall apply:

- a. Failure to follow reporting procedures outlined above or herein may result in an unexcused absence.
- b. A doctor's certificate may be required as proof of need for absence of three (3) or more days and to medically release an employee to return to work.
- c. Up to one-half of the current year's PTO accrual can be used for the injury or illness of the employee's child, parent, spouse, domestic partner or domestic partner's child.
- d. If a supervisor/manager has reason to believe that an employee is not using their unscheduled PTO appropriately, e.g., unusual pattern of sick use, excessive use of incidental sick use, etc., the employer may place the employee on a sick use reporting requirement. Employees placed on Sick Use Reporting will be required to bring a doctor's note for all absences until they are released from this requirement. The steps for this process shall be as follows:
 1. The supervisor/manager will meet with the employee and provide a list of problem absences. Absences subject to FMLA or workplace injury (workers' compensation) or other protected leave shall not be included in the list of problem absences.
 2. The supervisor/manager will provide the employee with written documentation that specifically outlines the employer's concerns and expectations. The employee will be notified in writing of the timelines and the goals they are expected to achieve.
 3. The employee and the supervisor/manager will meet at least quarterly to discuss this issue until the employee is removed from the Sick Use Reporting requirement.
 4. Nothing herein shall preclude the Authority from taking disciplinary action for abuse of unscheduled PTO in accordance with existing MOU provisions in addition to following the procedures outlined above.
- e. Unscheduled PTO can be used for an absence necessitated by the employee's incapacitation from the performance of regular duties due to personal illness, injury or pregnancy.
- f. Unscheduled PTO can be used for medical, optical or dental office appointments.
- g. Unscheduled PTO can be used for absence due to the illness of a family member. Family Member for the purpose of this provision is defined as any person related by blood or marriage and includes domestic partners that have been certified with

the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

- h. Unscheduled PTO can be used for any other situation not described above and which is prescribed or required by state and/or federal law.

17.5 Catastrophic Leave Donation Program. In the unfortunate event that an employee is required to take an extended period of time off for either their own serious illness or an immediate family emergency, other employees may opt to donate or transfer accrued PTO that they have in excess of forty (40) hours. Donations can be made by filling out a PTO Request Form and forwarding it to the HR/Organizational Development Manager. Payroll will confirm the donated hours and make the transfer to the PTO Bank. To qualify for donated PTO, an employee must have a need in excess of their current PTO balance.

17.6 Flexible Leave. Represented employees are provided sixty (60) hours of Flexible Leave on January 1st of each year. The flexible leave benefit allows an employee to take time off with approval of their supervisor, or to cash-out all or part of the Flexible Leave balance. Flex Leave cannot be requested for a period more than 180 days in the future. Flexible Leave cannot be carried over beyond the calendar year received and any employee who has an accumulated balance as of the final pay date of any calendar year will receive payment of the accrued hours at their then current base hourly rate of pay. Individuals not employed as of January 1 of any calendar year shall receive a pro-rated leave amount based on the number of pay periods remaining in the calendar year. Should an employee separate employment, any accrued flex leave shall be paid out with the employee's final paycheck.

17.7 Holiday Leave. The Authority recognizes the following holidays for SVRFOU represented employees. The landfill and transfer stations will be closed on those holidays marked with a (*):

New Year's Day *	January 1st
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Independence Day *	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day *	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24th

Christmas Day *December 25th

All regular full and part-time, bargaining unit employees who do not work on a designated holiday due to the facility closure associated with the holiday (*) above, will receive holiday pay at their regular rate of pay (as of the date of the holiday) times the number of hours that employee is scheduled to work on the day of closure. SVRFOU represented Employees are granted two (2) Floating Holiday to be used at employee's discretion subject to approval. Requests for the use of floating holidays will be the same as vacation day requests. The first time an employee uses a full day of eight (8) hours of PTO will be considered an employee's election to use their Floating Holiday. PTO will not be counted as hours worked for the purposes of determining overtime and shall not be counted as days worked prior to or after the holiday for purposes of entitlement to holiday pay. All regular full and part-time, bargaining unit employees who work on a designated holiday will receive holiday pay at their regular rate of pay for the number of hours actually worked that day. All holidays shall be observed on the dates designated above, and not on any other dates regardless of whether they fall on a weekend.

Easter Sunday is a non-recognized holiday for employees scheduled to work on that Sunday. Employees scheduled to work on Easter Sunday will be provided the option to flex their schedule or use PTO hours.

Employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay. If an employee has a preapproved and/or excused absence on a holiday, the supervisor may authorize providing holiday pay in lieu of reducing an employee's paid absence (e.g., PTO).

ARTICLE 18. EMERGENCY RESPONSE

Any Unit employee who is called to work other than on a scheduled basis shall be compensated for actual hours worked with a minimum of two (2) hours at time and one-half (1½) the employee's current hourly rate of pay commencing at the time the employee reaches the place where they are directed to report and continues until they are released or the work is completed, whichever is earlier. This provision shall not apply to situations where the employee is called in early to a scheduled shift or held over after a scheduled shift.

ARTICLE 19. WORK WEEK, WORK SCHEDULES, OVERTIME, AND REST AND MEAL PERIODS

- 19.1 Work Week. The workweek at the Authority begins at 12:00 a.m. on Monday and ends seven (7) consecutive days later on Sunday at 11:59 p.m.
- 19.2 Hours of Work and Work Schedules. Employee work schedules are set up for at least a 40-hour work week schedule and to meet both specific work location, public hours of operation, and opening and closing requirements. Work schedules shall be posted monthly. Any changes once posted must be discussed with the SVRFOU prior to any change, but this does not pertain to individual employees being asked or required to cover employee shifts due to PTO leave or any other absences.

Employees assigned to the Jolon Road Transfer Station are designated to work a 4.5-4.75 hr. workday on Saturdays due to a half-day (8am-12pm) operation designated by its operating permit. The remainder of the work week schedule will be set up to accomplish a 40-hour work week to allow for opening and closing operation.

The Johnson Canyon Landfill has coverage assigned at least ½ hr. before opening and after closing to allow for startup and closure requirements. Employees schedules are set up to meet a 40-hour work week schedule. Unforeseen circumstances associated with weather, natural disasters, and unforeseen staffing issues may require staff assist beyond scheduled times.

The Sun Street Transfer Station has coverage assigned at least ½ hr. before opening and ½ hr. after closing to allow for startup and closure requirements. Employee schedules are set up to meet a 40-hour work week schedule. Unforeseen circumstances associated with weather, natural disasters, and unforeseen staffing issues may require staff assist beyond scheduled times.

Transport Operations work week schedules are established to have spacing between drivers to avoid inefficiencies. Employee schedules are set up to allow for transportation of waste six (6) days a week. Driver start times vary and range from 5:30 am-7:00 am. Drivers are assigned to move at least four (4) loads on a shift. Additional loads may be assigned to drivers depending on operational needs and end facility closure time. Schedules required to work Saturdays have split days off. Pre-scheduled “blitz” weeks are posted for employee knowledge in advance and if carried out calls for a six (6) day work week for that week due to the need to remove excess accumulated waste. Time worked on a “blitz” day is mandatory and will be paid as overtime, though volunteers by seniority will be accepted first before any employee is mandated to participate.

The Sun Street Transfer Station is being proposed to be shut down sometime in the near future. This will require relocation of the Authority’s Materials Recovery Center and Household Hazardous Waste Facility to the Madison Lane Transfer Station. On July 1, 2022, the Authority will begin waste transfer operations at the Madison Lane Transfer Station under contract. These changes will result in the Authority becoming

a vendor to the Madison Lane Transfer Station and likely impact work schedules and staffing. If requested, the SVRFOU and the Authority will meet and confer regarding the impacts of this relocation.

- 19.3 Overtime. Under the federal Fair Labor Standards Act (FLSA), non-exempt employees shall be entitled to overtime pay for hours worked over 40 in a work week at a rate not less than time and one-half their regular rates of pay. Unscheduled overtime may occur from time to time at the end of a work shift. The employee will notify their supervisor of the status of their work, route or shift and the need to work overtime to complete the work. The supervisor will authorize the overtime to complete the work, route of shift. Scheduled overtime will be announced and posted for all who may desire to work overtime. Scheduled overtime will be assigned by seniority, by classification and by work location. The most senior employee in the classification by location will be offered the overtime assignment. If they refuse the assignment, then the next senior employee will be offered the assignment unit the work is assigned. If no one accepts the overtime, the Authority will then assign the overtime in reverse order of seniority.
- 19.4 Rest Periods. Unit employees are authorized and permitted to take one ten-minute rest period during each four (4) hour work period. Rest periods are not provided if the total daily work schedule is less than 3-1/2 hours. To the extent possible, rest periods are to be taken in the middle of work periods. Rest periods may not be combined or added to meal periods. Rest periods will not unduly interfere with the efficient operations of the Authority. Employees are not required to clock in and out for rest periods. Since this time is counted and paid as time worked, employees shall not be absent from their workstation beyond the allotted time. Equipment Operator/Drivers and Equipment Operator/Driver Leads are permitted to take rest periods when they arrive at the designated Transfer Station loading dock for load 2 & 4 for operational efficiencies, unless unexpected circumstances delay arrival; waiting in line is not considered a break.
- 19.5 Meal Periods. Unit employees who are scheduled for shifts in excess of five (5) hours will be provided with one unpaid meal period of 30 minutes or 60 minutes in length as determined by the Authority based on site specific needs. Meal periods are determined by individual flexible schedules or management will schedule meal periods to accommodate operation requirements and will relieve the employee of all active responsibilities and restrictions during meal periods. Meal periods are unpaid and employees are required to document in and out for meal periods. If an employee's work shift is six (6) hours, they may waive the unpaid meal period but must do so in writing on a form provided by the Authority. Employees who fail to take meal periods are not entitled to any additional compensation other than being paid for their actual work hours. The Authority may stagger employee breaks and meal periods based on start times for operational purposes.
- 19.6 Meal Periods for Commercial Drivers. Employees who are Equipment Operator/Drivers and Equipment Operator/Driver Leads are required to take a meal period of not less than 30 minutes, beginning no later than five (5) hours after the beginning of the workday. For example, a Equipment Operator/Driver or Equipment Operator/Driver Lead whose workday begins at 6:00 a.m. must take a 30-minute meal break beginning no later than 11:00 a.m. In the event they are scheduled or required

to work 10 hours or more in a single workday, the employee is eligible for and required to take a second meal period of no less than 30 minutes. During a 30-minute meal period, Equipment Operator/Drivers and Equipment Operator/Driver Leads are relieved of all duties and the meal period does not count as hours worked. The Authority may stagger these employee breaks and meal periods based on start times for operational purposes.

Meal Periods for Scalehouse Cashiers. Scalehouse cashiers are required to take on-duty meal periods which are counted as time worked and scheduled as straight time as the nature of the work prevents relief from all duties.

ARTICLE 20. GRIEVANCE PROCEDURE

- 20.1 Grievance Defined. A grievance is a complaint that there has been a violation of this MOU, the personnel policies of the Authority, and/or local, state or federal law. An employee, a group of employees or the SVRFOU may file a grievance. The represented Unit employee and/or their designated representative bringing such a complaint shall state how the violation affects their wages, hours, working conditions, or job security, as provided for in this MOU, the personnel policies of the Authority, and/or local, state or federal law.
- 20.2 Informal Discussion. When a represented Unit employee, a group of employees or the SVRFOU has a grievance, they shall first informally discuss the matter with the employee's or group of employees' immediate supervisor within fifteen (15) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee(s) and/or their designated representative shall have the right to informally discuss the grievance with the supervisor's immediate superior. If after such a discussion, the grievance has not been satisfactorily resolved, the represented Unit employee, group of employees or the SVRFOU shall have the right to file a formal written grievance on a form mutually agreed upon by the SVRFOU and the Authority.
- 20.3 Formal Grievance Procedure. A formal written grievance shall be used to resolve a represented Unit member's grievance which the employee, group of employees or the SVRFOU believes has not been satisfactorily resolved by the informal discussion process described above. The procedure is as follows:
 - a. A represented Unit employee, a group of employees or the SVRFOU shall have the right to present a formal grievance, in writing, within fifteen (15) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior, if applicable. All formal written grievances shall state: (1) the violation of this MOU, the personnel policies of the Authority, and/or local, state or federal law; (2) how it affects the employee's wages, hours, working conditions or job security; and (3) the employee's requested remedy.
 - b. The formal written grievance shall be presented to the Division Manager or their designee. The Division Manager or their designee shall discuss the grievance with

the represented Unit employee and/or their designated representative. Within fifteen (15) working days after receipt of the formal written grievance, the Division Manager or their designee shall render a written decision regarding its merits. If the Division Manager or their designee's decision does not satisfactorily resolve the grievance, the employee, group of employees and/or their designated representative may present the formal grievance to the CAO. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the employee, group of employees and/or SVRFOU does not seek further review of the grievance within fifteen (15) working days after the receipt of the written decision of the Division Manager or their designee. If after the discussion with the Division Manager or their designee, the grievance has not been satisfactorily resolved, the employee, group of employees, or the SVRFOU shall have the right to formally present the grievance to the Chief Administrative Officer (CAO).

- c. When a represented Unit employee, a group of employees or the SVRFOU presents a formal grievance to the CAO, the CAO shall discuss the grievance with the employee and/or their designated representative. Within fifteen (15) working days after receipt of the formal grievance, the CAO shall render a written decision regarding its merits. The decision of the CAO shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the Authority's administrative process.

- 20.4 No Reprisals. The Authority shall not institute any reprisals against any represented Unit employee or their designated representative resulting from the use of the grievance procedure.

ARTICLE 21. DISCIPLINE

- 21.1 Purpose. Except as modified herein, the employment policies of the Authority are described in the Employee Handbook. Adherence to standards of performance and conduct is necessary for the Authority to operate in the most effective manner possible. Disciplinary procedures have been established to handle rule violations, or any other misconduct, which has or may have a detrimental effect on the Authority, its operations, or its employees.
- 21.2 Types of Discipline. Discipline shall include verbal counseling, written reprimand, a performance improvement plan, suspension, salary reduction, demotion, and termination as appropriate for the specific situation. While discipline should be progressive and commensurate with the nature and degree of the misconduct or poor performance at issue, certain conduct or performance problems may result in termination even for the first offense. Verbal counseling and/or written reprimand may be subject to a grievance, but are not entitled to any form of pre-disciplinary notice and response rights nor any form of post-discipline imposition due process appeal rights.
- 21.3 Performance Improvement Plan. Performance deficiencies may be addressed through a Performance Improvement Plan on a stand-alone basis based upon recent

performance issues, as part of an employee performance review, or as part of a counseling or discipline process. The primary objective is to establish a formal plan of action for improvement, observe the employee's progress, evaluate the employee's work performance, and to determine the employee's continued suitability for the position they hold.

21.4 Pre-Disciplinary Notice and Response Rights. A represented employee may be subject to discipline by a Division Manager. When suspension, salary reduction, demotion, or termination is being proposed against a represented employee who has passed probation, the employee shall be afforded pre-disciplinary notice and response rights starting with a NOTICE OF PROPOSED DISCIPLINARY ACTION ("NOTICE") from the disciplining authority which shall include the following:

- a. The type of discipline being proposed;
- b. The date the proposed discipline is intended to be effective;
- c. The specific grounds and particular facts upon which the proposed discipline is based;
- d. A copy of all written materials, reports or documents upon which the proposed action is based;
- e. A statement of the employee's right to respond either orally or in writing to the proposed discipline within five (5) workdays of service of the NOTICE; and
- f. A statement that failure to respond at or by the time specified shall constitute a waiver of the right to respond prior to discipline being imposed.

21.5 Notice Of Disciplinary Action Being Imposed. After the response, or the expiration of the employee's time to respond, to the NOTICE OF PROPOSED DISCIPLINARY ACTION, the appropriate disciplining authority shall:

- a. Consider the employee's response;
- b. Decide whether to uphold, modify or rescind the proposed disciplinary action; and
- c. Serve the employee with a written NOTICE OF DISCIPLINARY ACTION BEING IMPOSED, which shall include the reasons for the disciplinary action being imposed, the effective date for imposition of the disciplinary action, and the employee's rights of appeal.

21.6 Post-Discipline Appeal. Employees who disagree with the decision to discipline for a suspension, salary reduction, demotion or termination may appeal that decision to the Authority's Chief Administrative Officer. Any such appeals must be in writing and received by the Chief Administrative Officer no less than ten (10) days following the date on which the employee received the NOTICE OF DISCIPLINARY ACTION BEING IMPOSED. Failure to file such a request within the aforementioned time frame

will result in the employee having waived their right to an appeal hearing and appeal of the discipline.

21.7 Post-Discipline Appeal Hearing. The Chief Administrative Officer may conduct the appeal hearing themselves, or refer it to a third party to conduct the appeal hearing and issue an advisory decision to the Chief Administrative Officer.

- a. Hearing Date. After the selection of a Arbitrator/hearing officer, a date shall be selected by the hearing officer for the hearing. The employee shall be notified in writing at least ten (10) working days prior to the hearing of the scheduled date. The hearing officer shall have sole discretion of hearing date calendaring and/or extensions.
- b. Prehearing Notice of Witnesses and Exhibits. Five (5) working days prior to the hearing, each party shall identify to the opposing party all witnesses and documents which the party disclosing the information intends to use at the hearing. Failure to disclose a witness or document shall require its exclusion from the hearing, unless used for impeachment purposes or submitted with reasonable justification to the hearing officer as determined in their sole discretion.
- c. Closed Hearing. The hearing shall be a closed hearing unless the employee requests in writing five (5) working days prior to the hearing that the hearing be open to the public.
- d. Record of Hearing. The hearing shall be recorded, either electronically or by a court reporter, at the option of the hearing officer and at no expense to the employee.
- e. Employee Appearance. The employee shall appear personally before the hearing officer at the time and place set for the disciplinary appeal hearing. The employee may be represented by any person they may select so long as they are not a witness in the hearing.

21.8 Conduct at the Disciplinary Hearing.

- a. All testimony shall be by oath or affirmation.
- b. The conduct and decorum of the hearing shall be under the control of the hearing officer.
- c. Direct and cross-examination of witnesses shall be permitted.
- d. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- e. The Authority shall bear the burden of proof by a preponderance of the evidence that sufficient grounds exist to justify the employee's discipline. The inquiry of the

hearing officer shall be whether the greater weight of the evidence supports the Authority's decision to discipline the employee or not.

- f. The hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these rules bearing upon the matter.

21.9 Disciplinary Hearing Decision.

- a. Within forty-five (45) days of the conclusion of the hearing, the hearing officer, if they be the Chief Administrative Officer, shall make findings and a final administrative decision with reference to the discipline imposed.
- b. Within forty-five (45) days of the conclusion of the hearing, if the hearing officer is not the Chief Administrative Officer, the hearing officer shall make advisory findings and an administrative decision with reference to the discipline imposed and transmit same to the parties and the Chief Administrative Officer. The Chief Administrative Officer shall then consider same and issue a decision adopting or modifying the decision as deemed appropriate by the Chief Administrative Officer based upon their complete review of the record of the hearing.
- c. A copy of the Chief Administrative Officer's decision may be sent by US mail with proof of service that reflects delivery to the last known address of the employee. It shall be the responsibility of the employee to inform the Authority of their address for such purposes.
- d. The decision of the Chief Administrative Officer is final except for judicial review pursuant to Code of Civil Procedure §1094.5. There is no process for reconsideration.
- e. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the Authority's decision on the appeal to the Superior Court in and for the County of Monterey.

21.10 Disciplinary Appeals Supported by the SVRFOU

- a. The Authority shall utilize a neutral, third-party as the Hearing Officer for appeals of suspensions greater than 40 hours, demotions or terminations. The same rules stated above in 21.6 through 21.09 that apply to the Chief Administrative Officer conducting the hearing shall apply to the third-party Hearing Officer. The parties shall select such neutral Hearing Officer by each providing the names of at least five (5) potential Hearing Officers to the other party within fifteen (15) calendar days of the filing of the appeal. If the parties are unable to mutually agree upon a Hearing Officer within thirty (30) calendar days of the filing of the appeal, then the parties shall retain Administrative Law Judge (ALJ) services through the Office of Administrative Hearings (OAH). The Authority and the SVRFOU shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to

have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

- b. The parties may mutually agree to extend any of the timelines set forth in the foregoing subsections of this Article.

ARTICLE 22. LAYOFF/REDUCTION IN WORKFORCE

Layoff/reduction in workforce is defined as involuntary employment separation initiated by the Authority. Under some circumstances, the Authority may need to restructure or reduce its workforce. If it becomes necessary to restructure operations or reduce the number of employees, the Authority will provide at least thirty (30) days advance notice to the SVRFOU and the affected represented employee. The SVRFOU may request to meet and confer over the impact and effect of a proposed layoff. Any layoff will be done by classification, by Seniority in that classification and then by previous successor seniority, if necessary. If possible, employees subject to restructure or reductions will be informed of the nature and the foreseeable duration of the restructure or reduction, whether short-term, long-term or permanent.

ARTICLE 23. SVRFOU AND AUTHORITY PROHIBITED CONDUCT

- 23.1 The SVRFOU, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Article by any Unit member shall constitute a just cause for discipline.
- 23.2 In the event that the SVRFOU, its officers, agents, representatives and/or members cause or condone any employee strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services, the SVRFOU shall immediately instruct any persons engaging in such conduct that their conduct is a violation of this MOU, and require all such represented persons to immediately cease engaging in the prohibited conduct and return to work.
- 23.3 During the term of this MOU, neither the Authority nor any of its agents, shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

ARTICLE 24. PRINTING NEW CONTRACT BOOKS

The SVRFOU shall print this and any new, revised versions of this MOU or amendments thereto, in adequate quantity and quality for distribution to all bargaining unit and management personnel.

ARTICLE 25. SAVINGS CLAUSE

Any provision of this MOU, which conflicts with any State or Federal statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, or declared by a court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes shall not affect the remainder of the MOU which shall remain in full force and effect for the term of the MOU. The parties will meet as soon as practical to negotiate the effects of any invalidated provision.

ARTICLE 26. JOINT DRAFTING

In recognition of the fact that the parties had an equal opportunity to negotiate the language of, and draft, this MOU, the parties acknowledge and agree that there is no single drafter of this MOU and, therefore, the general rule that ambiguities are to be construed against the drafter is, and shall be, inapplicable. If any language in this MOU is found or claimed to be ambiguous, each party shall have the same opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language without any inference or presumption being drawn against any party hereto.

ARTICLE 27. MODIFICATION

This MOU may only be modified or amended by written agreement between the parties which must then be ratified by the SVRFOU and formally approved by resolution of the Board of the Authority.


**On Behalf of the Salinas Valley Solid Waste
Authority:**

By _____
R. Patrick Mathews, General Manager/CAO

By _____
Cesar Zuniga, Assistant General Manager

**On Behalf of Salinas Valley Recycles
Field Operations Unit:**

By:  6/8/2023
Michael Silva
Salinas Valley Recycles Field
Operations Unit Representative

By:  6/8/2023
Oswaldo Olalde
Salinas Valley Recycles Field
Operations Unit Representative

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
THE OPERATING LOCAL UNION NO.3 AFL-CIO OPERATIONS ENGINEERING UNIT AT SVSWA (OE3)
EFFECTIVE: JULY 11, 2022

POSITION		STEP 1	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%
Equipment Maintenance Technician II	Hourly	32.953	33.777	34.622	35.487	36.374	37.284	38.216	39.171	40.151	41.154	42.183
	Bi-Weekly	2,636.28	2,702.18	2,769.74	2,838.98	2,909.95	2,982.70	3,057.27	3,133.70	3,212.05	3,292.35	3,374.66
	Monthly	5,711.93	5,854.73	6,001.10	6,151.12	6,304.90	6,462.52	6,624.09	6,789.69	6,959.43	7,133.42	7,311.75
	Annual	68,543.16	70,256.73	72,013.15	73,813.48	75,658.82	77,550.29	79,489.05	81,476.27	83,513.18	85,601.01	87,741.03
Solid Waste Technician II	Hourly	32.953	33.777	34.622	35.487	36.374	37.284	38.216	39.171	40.151	41.154	42.183
	Bi-Weekly	2,636.28	2,702.18	2,769.74	2,838.98	2,909.95	2,982.70	3,057.27	3,133.70	3,212.05	3,292.35	3,374.66
	Monthly	5,711.93	5,854.73	6,001.10	6,151.12	6,304.90	6,462.52	6,624.09	6,789.69	6,959.43	7,133.42	7,311.75
	Annual	68,543.16	70,256.73	72,013.15	73,813.48	75,658.82	77,550.29	79,489.05	81,476.27	83,513.18	85,601.01	87,741.03
HHW Technician	Hourly	32.150	32.953	33.777	34.622	35.487	36.374	37.284	38.216	39.171	40.150	41.154
	Bi-Weekly	2,571.96	2,636.26	2,702.17	2,769.72	2,838.96	2,909.94	2,982.69	3,057.25	3,133.69	3,212.03	3,292.33
	Monthly	5,572.58	5,711.90	5,854.70	6,001.06	6,151.09	6,304.87	6,462.49	6,624.05	6,789.65	6,959.39	7,133.38
	Annual	66,871.00	68,542.78	70,256.35	72,012.75	73,813.07	75,658.40	77,549.86	79,488.61	81,475.82	83,512.72	85,600.54
Equipment Maintenance Technician I	Hourly	29.853	30.600	31.365	32.149	32.952	33.776	34.621	35.486	36.373	37.283	38.215
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41
Equipment Operator Lead	Hourly	29.853	30.600	31.365	32.149	32.952	33.776	34.621	35.486	36.373	37.283	38.215
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41
Heavy Equipment Operator Lead	Hourly	29.853	30.600	31.365	32.149	32.952	33.776	34.621	35.486	36.373	37.283	38.215
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41
Solid Waste Technician I	Hourly	29.853	30.600	31.365	32.149	32.952	33.776	34.621	35.486	36.373	37.283	38.215
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41
Equipment Operator/Driver	Hourly	27.046	27.722	28.415	29.126	29.854	30.600	31.365	32.149	32.953	33.777	34.621
	Bi-Weekly	2,163.70	2,217.79	2,273.24	2,330.07	2,388.32	2,448.03	2,509.23	2,571.96	2,636.26	2,702.16	2,769.72
	Monthly	4,688.01	4,805.22	4,925.35	5,048.48	5,174.69	5,304.06	5,436.66	5,572.58	5,711.89	5,854.69	6,001.06
	Annual	56,256.18	57,662.58	59,104.15	60,581.75	62,096.30	63,648.70	65,239.92	66,870.92	68,542.69	70,256.26	72,012.67

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
THE OPERATING LOCAL UNION NO.3 AFL-CIO OPERATIONS ENGINEERING UNIT AT SVSWA (OE3)
EFFECTIVE: JULY 11, 2022

POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Heavy Equipment Operator	Hourly	27.046	27.722	28.415	29.126	29.854	30.600	31.365	32.149	32.953	33.777	34.621
	Bi-Weekly	2,163.70	2,217.79	2,273.24	2,330.07	2,388.32	2,448.03	2,509.23	2,571.96	2,636.26	2,702.16	2,769.72
	Monthly	4,688.01	4,805.22	4,925.35	5,048.48	5,174.69	5,304.06	5,436.66	5,572.58	5,711.89	5,854.69	6,001.06
	Annual	56,256.18	57,662.58	59,104.15	60,581.75	62,096.30	63,648.70	65,239.92	66,870.92	68,542.69	70,256.26	72,012.67
HHW Maintenance Worker II	Hourly	25.115	25.743	26.386	27.046	27.722	28.415	29.126	29.854	30.600	31.365	32.149
	Bi-Weekly	2,009.20	2,059.43	2,110.91	2,163.69	2,217.78	2,273.22	2,330.05	2,388.30	2,448.01	2,509.21	2,571.94
	Monthly	4,353.26	4,462.09	4,573.64	4,687.98	4,805.18	4,925.31	5,048.45	5,174.66	5,304.02	5,436.62	5,572.54
	Annual	52,239.12	53,545.09	54,883.72	56,255.82	57,662.21	59,103.77	60,581.36	62,095.89	63,648.29	65,239.50	66,870.49
Scalehouse Cashier	Hourly	25.115	25.743	26.386	27.046	27.722	28.415	29.126	29.854	30.600	31.365	32.149
	Bi-Weekly	2,009.20	2,059.43	2,110.91	2,163.69	2,217.78	2,273.22	2,330.05	2,388.30	2,448.01	2,509.21	2,571.94
	Monthly	4,353.26	4,462.09	4,573.64	4,687.98	4,805.18	4,925.31	5,048.45	5,174.66	5,304.02	5,436.62	5,572.54
	Annual	52,239.12	53,545.09	54,883.72	56,255.82	57,662.21	59,103.77	60,581.36	62,095.89	63,648.29	65,239.50	66,870.49
HHW Maintenance Worker I	Hourly	22.752	23.321	23.904	24.502	25.114	25.742	26.385	27.045	27.721	28.414	29.125
	Bi-Weekly	1,820.17	1,865.67	1,912.31	1,960.12	2,009.12	2,059.35	2,110.83	2,163.61	2,217.70	2,273.14	2,329.97
	Monthly	3,943.69	4,042.29	4,143.34	4,246.93	4,353.10	4,461.93	4,573.48	4,687.81	4,805.01	4,925.13	5,048.26
	Annual	47,324.33	48,507.43	49,720.12	50,963.12	52,237.20	53,543.13	54,881.71	56,253.75	57,660.10	59,101.60	60,579.14
Diversion Systems Maintenance Worker	Hourly	21.655	22.196	22.751	23.320	23.903	24.501	25.113	25.741	26.384	27.044	27.720
	Bi-Weekly	1,732.39	1,775.70	1,820.09	1,865.59	1,912.23	1,960.04	2,009.04	2,059.27	2,110.75	2,163.52	2,217.61
	Monthly	3,753.51	3,847.35	3,943.53	4,042.12	4,143.18	4,246.75	4,352.92	4,461.75	4,573.29	4,687.62	4,804.81
	Annual	45,042.15	46,168.20	47,322.41	48,505.47	49,718.11	50,961.06	52,235.09	53,540.96	54,879.49	56,251.47	57,657.76
Diversion Worker II	Hourly	19.619	20.109	20.612	21.127	21.655	22.197	22.752	23.320	23.903	24.501	25.113
	Bi-Weekly	1,569.48	1,608.72	1,648.94	1,690.16	1,732.42	1,775.73	1,820.12	1,865.62	1,912.26	1,960.07	2,009.07
	Monthly	3,400.55	3,485.56	3,572.70	3,662.02	3,753.57	3,847.41	3,943.60	4,042.19	4,143.24	4,246.82	4,352.99
	Annual	40,806.60	41,826.77	42,872.44	43,944.25	45,042.86	46,168.53	47,323.15	48,506.23	49,718.89	50,961.86	52,235.50
Diversion Worker I	Hourly	17.774	18.218	18.679	19.140	19.619	20.109	20.612	21.127	21.655	22.197	22.752
	Bi-Weekly	1,421.89	1,457.44	1,493.87	1,531.22	1,569.50	1,608.74	1,648.95	1,690.18	1,732.43	1,775.74	1,820.14
	Monthly	3,080.76	3,157.78	3,236.72	3,317.64	3,400.58	3,485.59	3,572.73	3,662.05	3,753.60	3,847.44	3,943.63
	Annual	36,969.09	37,893.32	38,840.65	39,811.66	40,806.96	41,827.13	42,872.61	43,944.63	45,043.24	46,169.33	47,323.56

**SALINAS VALLEY SOLID WASTE AUTHORITY
FIELD OPERATIONS SUPERVISORS
EFFECTIVE: JULY 1, 2023**

POSITION		STEP 1	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%
Field Operations Supervisors	Hourly	41.154	42.183	43.237	44.318	45.426	46.562	47.726	48.919	50.142	51.396	52.680
	Bi-Weekly	3,292.31	3,374.61	3,458.98	3,545.45	3,634.09	3,724.94	3,818.07	3,913.52	4,011.36	4,111.64	4,214.43
	Monthly	7,133.33	7,311.67	7,494.46	7,681.82	7,873.86	8,070.71	8,272.48	8,479.29	8,691.27	8,908.55	9,131.27
	Annual	85,599.99	87,739.99	89,933.49	92,181.82	94,486.37	96,848.53	99,269.74	101,751.49	104,295.27	106,902.65	109,575.22

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
SALINAS VALLEY RECYCLES FIELD OPERATION UNIT (SVRFOU)
EFFECTIVE: JULY 10, 2023

POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
			2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Field Operations Supervisors	Hourly	42,800	43,870	44,967	46,091	47,243	48,424	49,635	50,876	52,148	53,451	54,788
	Bi-Weekly	3,424.00	3,509.60	3,597.34	3,687.27	3,779.45	3,873.94	3,970.79	4,070.06	4,171.81	4,276.11	4,383.01
	Monthly	7,418.67	7,604.13	7,794.24	7,989.09	8,188.82	8,393.54	8,603.38	8,818.46	9,038.92	9,264.90	9,496.52
	Annual	89,023.99	91,249.59	93,530.83	95,869.10	98,265.82	100,722.47	103,240.53	105,821.54	108,467.08	111,178.76	113,958.23
Senior Solid Waste Technician	Hourly	37,699	38,641	39,607	40,597	41,612	42,653	43,719	44,812	45,932	47,081	48,258
	Bi-Weekly	3,015.90	3,091.30	3,168.58	3,247.79	3,328.99	3,412.21	3,497.52	3,584.96	3,674.58	3,766.44	3,860.61
	Monthly	6,534.45	6,657.81	6,865.25	7,036.89	7,212.81	7,393.13	7,577.36	7,767.40	7,961.59	8,160.63	8,364.65
	Annual	78,413.37	80,373.70	82,383.05	84,442.62	86,563.69	88,717.53	90,935.47	93,208.86	95,539.08	97,927.55	100,375.74
Equipment Maintenance Technician II	Hourly	34,272	35,128	36,007	36,907	37,829	38,775	39,745	40,738	41,757	42,801	43,871
	Bi-Weekly	2,741.73	2,810.27	2,880.53	2,952.54	3,026.35	3,102.01	3,179.56	3,259.05	3,340.53	3,424.04	3,509.64
	Monthly	5,940.41	6,088.92	6,241.14	6,397.17	6,557.10	6,721.03	6,889.05	7,061.28	7,237.81	7,418.75	7,604.22
	Annual	71,284.88	73,067.00	74,893.68	76,766.02	78,685.17	80,652.30	82,668.61	84,735.32	86,853.71	89,025.05	91,250.67
Solid Waste Technician II	Hourly	34,272	35,128	36,007	36,907	37,829	38,775	39,745	40,738	41,757	42,801	43,871
	Bi-Weekly	2,741.73	2,810.27	2,880.53	2,952.54	3,026.35	3,102.01	3,179.56	3,259.05	3,340.53	3,424.04	3,509.64
	Monthly	5,940.41	6,088.92	6,241.14	6,397.17	6,557.10	6,721.03	6,889.05	7,061.28	7,237.81	7,418.75	7,604.22
	Annual	71,284.88	73,067.00	74,893.68	76,766.02	78,685.17	80,652.30	82,668.61	84,735.32	86,853.71	89,025.05	91,250.67
HHW Technician	Hourly	33,436	34,271	35,128	36,006	36,907	37,829	38,775	39,744	40,738	41,756	42,800
	Bi-Weekly	2,674.84	2,741.71	2,810.25	2,880.51	2,952.52	3,026.34	3,101.99	3,179.54	3,259.03	3,340.51	3,424.02
	Monthly	5,795.49	5,940.37	6,088.88	6,241.11	6,397.13	6,557.06	6,720.99	6,889.01	7,061.24	7,237.77	7,418.71
	Annual	69,545.84	71,284.49	73,066.60	74,893.26	76,765.60	78,684.74	80,651.85	82,668.15	84,734.65	86,853.23	89,024.56
Equipment Maintenance Technician I	Hourly	31,047	31,824	32,619	33,435	34,270	35,127	36,005	36,906	37,828	38,774	39,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.93	6,396.96	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87
Equipment Operator Lead	Hourly	31,047	31,824	32,619	33,435	34,270	35,127	36,005	36,906	37,828	38,774	39,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.93	6,396.96	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87
Heavy Equipment Operator Lead	Hourly	31,047	31,824	32,619	33,435	34,270	35,127	36,005	36,906	37,828	38,774	39,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.93	6,396.96	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87

**SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
SALINAS VALLEY RECYCLES FIELD OPERATION UNIT (SVRFOU)
EFFECTIVE: JULY 10, 2023**

Attachment 1

POSITION		STEP 1	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%
Solid Waste Technician I	Hourly	\$1,047	\$1,824	\$2,619	\$3,435	\$4,270	\$5,127	\$6,005	\$6,906	\$7,828	\$8,774	\$9,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.33	6,396.36	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87
Equipment Operator/Driver	Hourly	28,128	28,831	29,552	30,291	31,048	31,824	32,620	33,435	34,271	35,128	36,006
	Bi-Weekly	2,250.25	2,306.50	2,364.17	2,423.27	2,483.85	2,545.95	2,609.60	2,674.84	2,741.71	2,810.25	2,880.51
	Monthly	4,875.54	4,997.42	5,122.36	5,250.42	5,381.68	5,516.22	5,654.13	5,795.48	5,940.37	6,088.88	6,241.10
	Annual	58,506.43	59,969.09	61,468.31	63,005.02	64,580.15	66,194.65	67,849.52	69,545.76	71,284.40	73,066.51	74,893.17
Heavy Equipment Operator	Hourly	28,128	28,831	29,552	30,291	31,048	31,824	32,620	33,435	34,271	35,128	36,006
	Bi-Weekly	2,250.25	2,306.50	2,364.17	2,423.27	2,483.85	2,545.95	2,609.60	2,674.84	2,741.71	2,810.25	2,880.51
	Monthly	4,875.54	4,997.42	5,122.36	5,250.42	5,381.68	5,516.22	5,654.13	5,795.48	5,940.37	6,088.88	6,241.10
	Annual	58,506.43	59,969.09	61,468.31	63,005.02	64,580.15	66,194.65	67,849.52	69,545.76	71,284.40	73,066.51	74,893.17
HHW Maintenance Worker II	Hourly	26,120	26,773	27,442	28,128	28,831	29,552	30,291	31,048	31,824	32,620	33,435
	Bi-Weekly	2,089.56	2,141.80	2,195.35	2,250.23	2,306.49	2,364.15	2,423.25	2,483.84	2,545.93	2,609.58	2,674.82
	Monthly	4,527.39	4,640.57	4,756.59	4,875.50	4,997.39	5,122.33	5,250.38	5,381.64	5,516.19	5,654.09	5,795.44
	Annual	54,328.68	55,686.90	57,079.07	58,506.05	59,968.70	61,467.92	63,004.61	64,579.73	66,194.22	67,849.08	69,545.31
Scalehouse Cashier	Hourly	26,120	26,773	27,442	28,128	28,831	29,552	30,291	31,048	31,824	32,620	33,435
	Bi-Weekly	2,089.56	2,141.80	2,195.35	2,250.23	2,306.49	2,364.15	2,423.25	2,483.84	2,545.93	2,609.58	2,674.82
	Monthly	4,527.39	4,640.57	4,756.59	4,875.50	4,997.39	5,122.33	5,250.38	5,381.64	5,516.19	5,654.09	5,795.44
	Annual	54,328.68	55,686.90	57,079.07	58,506.05	59,968.70	61,467.92	63,004.61	64,579.73	66,194.22	67,849.08	69,545.31
HHW Maintenance Worker I	Hourly	23,662	24,254	24,860	25,482	26,119	26,772	27,441	28,127	28,830	29,551	30,290
	Bi-Weekly	1,892.97	1,940.30	1,988.80	2,038.52	2,089.49	2,141.73	2,195.27	2,250.15	2,306.40	2,364.06	2,423.17
	Monthly	4,101.44	4,203.98	4,309.08	4,416.80	4,527.22	4,640.40	4,756.41	4,875.39	4,997.21	5,122.14	5,250.19
	Annual	49,217.30	50,447.73	51,708.93	53,001.65	54,326.65	55,684.86	57,076.98	58,503.90	59,966.90	61,465.66	63,002.30
Diversion Systems Maintenance Worker	Hourly	22,521	23,084	23,661	24,253	24,859	25,481	26,118	26,770	27,440	28,126	28,829
	Bi-Weekly	1,801.69	1,846.73	1,892.90	1,940.22	1,988.72	2,038.44	2,089.40	2,141.64	2,195.18	2,250.06	2,306.31
	Monthly	3,903.65	4,001.24	4,101.28	4,203.81	4,308.90	4,416.63	4,527.04	4,640.22	4,756.22	4,875.13	4,997.01
	Annual	46,843.84	48,014.93	49,215.31	50,445.69	51,706.83	52,999.50	54,324.49	55,682.60	57,074.67	58,501.53	59,964.07
Diversion Worker II	Hourly	20,403	20,913	21,436	21,972	22,521	23,084	23,662	24,253	24,859	25,481	26,118
	Bi-Weekly	1,632.26	1,673.07	1,714.90	1,757.77	1,801.71	1,846.76	1,892.93	1,940.25	1,988.76	2,038.47	2,089.44
	Monthly	3,536.57	3,624.99	3,715.61	3,808.50	3,903.71	4,001.31	4,101.34	4,203.87	4,308.97	4,416.69	4,527.11
	Annual	42,438.87	43,499.84	44,587.34	45,702.02	46,844.57	48,015.68	49,216.08	50,446.48	51,707.64	53,000.33	54,325.34

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
SALINAS VALLEY RECYCLES FIELD OPERATION UNIT (SVRFOU)
EFFECTIVE: JULY 10, 2023

Attachment 1

POSITION		STEP 1	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%
Diversion Worker I	Hourly	18.485	18.947	19.420	19.906	20.403	20.914	21.436	21.972	22.522	23.085	23.662
	Bi-Weekly	1,478.76	1,515.73	1,553.63	1,592.47	1,632.28	1,673.09	1,714.91	1,757.79	1,801.73	1,846.77	1,892.94
	Monthly	3,203.99	3,284.09	3,366.19	3,450.34	3,536.60	3,625.02	3,715.64	3,808.53	3,903.75	4,001.34	4,101.38
	Annual	38,447.85	39,409.05	40,394.27	41,404.13	42,439.23	43,500.21	44,587.72	45,702.41	46,844.97	48,016.10	49,216.50



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.

April 20, 2023

VIA EMAIL AND US MAIL

Mr. Michael Silva
Salinas Valley Recycles Field Operations
270 Zurich Ave
Watsonville, California 95076
email: msfielddesigns@outlook.com

Felix Mario Huerta Jr., Organizer/Bus.Rep.
Operating Engineers Local Union No.3, AFL-CIO
3920 Lennane Dr.
Sacramento, CA 95834
Email: fhuerta@oe3.org

Re: Decertification Petition dated 12/16/2023 re Operating Engineers Local Union #3

Dear Michael and Felix:

I acknowledge receipt as the General Manager/CAO of the Salinas Valley Solid Waste Authority ("Authority") of the notice from PERB/SMCS dated March 28, 2023 certifying the ballot election and the tally of balloting counted on that date and the subsequent notice from PERB/SMCS dated April 14, 2023 that they would not be certifying the new employee organization as the exclusive representative because the local rules require the Authority to do so. I am also not aware of any timely objection that was filed in response to the PERB/SMCS notice of certification of the ballot election. Accordingly, Operating Engineers Local Union No.3, AFL-CIO is decertified as the former exclusive representative for the Salinas Valley Recycles Field Operations Unit and Salinas Valley Recycles Field Operations is formally recognized as the new exclusive employee organization for the Salinas Valley Recycles Field Operations Unit based upon the latter having received a majority of the votes cast in the certified decertification election.

If you have any questions or comments regarding this determination, please feel free to contact the undersigned or Colin J. Tanner, Esq. from the Board's General Counsel's office for further discussion of the matter.

Very truly yours,

Patrick Mathews
General Manager/CAO
Salinas Valley Solid Waste Authority

cc: Tim Neep, OE3 Public Employee Division Director (*via email only*)
Mario Gonzalez-Brito, OE3 Business Representative (*via email only*)



Report to the Board of Directors

ITEM NO. 9

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: June 15, 2023

From: Erika J. Trujillo, Clerk of the Board

Title: A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2023, Changing the Executive Committee Meetings Location.

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION & ANALYSIS

With the relocation of the Administration office, the Executive Committee's regular meeting location has changed. The meetings' location will no longer be at 128 Sun Street., Suite 101, Salinas, Ca, it will now be at 126 Sun Street, Salinas, Ca.

BACKGROUND

At the February 16, 2023, Board of Directors meeting, the revised 2023 meetings calendar was approved which established the regular meeting location, date, and time of the Executive Committee on the Thursday two weeks prior to each Board meeting at 5:30 p.m.

On December 15, 2005, the Board established that the regular Board meeting date as the 3rd Thursday of each month at 6:00 p.m. in the City Council Chambers of the City of Gonzales. The Executive Committee meetings, while convened on an "as needed" basis, have an established meeting schedule, which is currently the Thursday two weeks prior to each Board meeting at 4:00 p.m. This schedule enables staff to ensure that issues which need Executive Committee review are considered on a timely basis and allows enough time to prepare reports for the upcoming Board meeting.

The proposed calendar takes into account holidays and the League of California Cities January Academy and October Annual Conference. Conflict with Board Members' schedules have previously caused an issue due to lack of quorum.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Revised 2023 Meetings Calendar

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING DESIGNATING THE DATE, TIME AND PLACE FOR REGULAR BOARD AND EXECUTIVE COMMITTEE MEETINGS FOR CALENDAR YEAR 2023, CHANGING THE EXECUTIVE COMMITTEE MEETINGS LOCATION.

WHEREAS, Section 2.02.010 (a) of the adopted Authority Code provides for the establishment by resolution of the date, time and place for regular Board meetings, and Section 2.06.010 establishes the Executive Committee meeting schedule; and,

WHEREAS, on October 20, 2022, the Board of Directors adopted Resolution No. 2022-55, approving the 2023 Meetings Calendar for Board of Directors and Executive Committee meetings; and,

WHEREAS, on February 16, 2023, the Board of Directors adopted Resolution No. 2023-11, approving the revised 2023 Meetings Calendar due to a conflict being identified in the regular schedule of the Executive Committee meetings after the election of the 2023 Board Officers; and,

WHEREAS, after the relocation of the Administration Office the location of the Executive Committee meetings has changed.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that Board of Director meetings shall be held, unless otherwise noticed, at 6:00 p.m. on the third Thursday of each month in the Gonzales City Council Chamber located at 117 Fourth Street Gonzales, California, in accordance with "Exhibit A" attached hereto; and,

BE IT FURTHER RESOLVED, that Executive Committee meetings shall be held, unless otherwise noticed, at 5:30 p.m. on the Thursday two weeks prior to a scheduled Board of Directors meeting at 126 Sun Street, Salinas, California, in accordance with "Exhibit A" attached hereto.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 15th day of June 2023, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



2023 Meetings Calendar

Approved 10/23/2023
Resolution No. 2022-55
Revised 2/16/2023
Resolution No. 2023-11
Revised 6/15/2023
Resolution No. 2023-XX

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

** July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January
5 – Exec Committee 19 – Board of Directors
February
2 – Exec Committee 16 – Board of Directors
March
2 – Exec Committee 16 – Board of Directors
April
6 – Exec Committee 20 – Board of Directors
May
4 – Exec Committee 18 – Board of Directors
June
1 – Exec Committee 15 – Board of Directors
July
Meetings Recess
August
3 – Exec Committee 17 – Board of Directors
September
7 – Exec Committee 21 – Board of Directors
October
5 – Exec Committee 19 – Board of Directors
November
2 – Exec Committee 16 – Board of Directors
December - Tentative
7 – Exec Committee 21 – Board of Directors

- Executive Committee Meeting | Regularly meets the **Thursday** 2 weeks before the Board meeting at 5:30 p.m. 126 Sun Street, Salinas, CA 93901 (unless otherwise noticed)
- Board of Directors Meeting | Regularly meets the 3rd Thursday of month at 6:00 p.m. 117 Fourth Street, Gonzales, CA 93926 (unless otherwise noticed)
- League of California Cities New Mayors & Council Members Academy
- League of California Cities Annual Conference & Expo
- December Meetings Tentative (pending critical Board action items)
- ** July Meetings Recess**

Agenda materials are normally posted to the website on Fridays before the next scheduled meeting.

<http://svswa.org/government/agendas-meeting-schedules/>



Report to the Board of Directors

ITEM NO. 10

N/A

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

Date: June 15, 2023
From: Mandy Brooks, Resource Recovery Manager
Title: Update on AB 939 Fee Allocations

RECOMMENDATION

Staff recommends that the Board accept this item as informational only.

FISCAL IMPACT

This agenda item is informational only and does not have a direct budget impact.

DISCUSSION & ANALYSIS

For the past 10 years, the Authority has been working towards the long-range goal of fully funding AB 939 fees (fixed, non-landfill diversion related programs) without subsidy from more volatile landfill disposal tipping fees.

For FY 23-24, the fully funded AB 939 Budget is \$5,060,798. Approximately \$4.1M is funded through the annual AB 939 fees allocated to each of the franchise haulers on behalf of each member agency and are based on an average of the previous three (3) years of franchise landfill tonnages. The remaining approx. \$958,000 is funded through disposal tipping fees along with the sales of recyclables and household hazardous waste fees charged to businesses.

The AB 939 budget line-item allocations by jurisdictions (see Attachment 1) are estimates as this level of budget detail is not tracked. These estimates are based on the FY22-23 tonnage allocations, facility data, and tracked public education & outreach activities. These estimates represent a single year and will vary year-over-year based on each individual jurisdiction's activities and efforts to comply with diversion related program mandates such as SB 1383, AB 341, AB 1826, and others.

BACKGROUND

At the Jan. 19, 2023, Board of Director's meeting, an AB 939 Program update was presented to provide background information on all the recycling and diversion programs and services funded by the Authority's AB 939 fees. At the March Board meeting, the Board approved the FY 23-24 Budget which included an increase to the AB 939 fees. President Rocha requested staff bring back a report on how the AB 939 Fees are allocated based on use by all member agencies.

An AB 939 Fee Allocation presentation was provided to at the May 3rd Executive Committee (EC) meeting and based on the feedback from the EC, a revised presentation Including additional detail on outreach activities, was then provided at the May 18th

Board meeting. President Rocha requested additional budget line-item detail which has been included in this report along with the attached presentation.

ATTACHMENT(S)

1. AB 939 Budget Detail Estimates by Jurisdiction Use
2. PowerPoint Presentation

	FY 23-24 Budget TOTALS	King City	Greenfield	Soledad	Gonzales	Salinas	Monterey County
AB 939 Budget							
<u>2100 - Resource Recovery</u>							
61.0 - Personnel Services	\$ 1,380,748	\$ 336,903	\$ 93,891	\$ 175,355	\$ 49,707	\$ 592,340	\$ 132,552
62.0 - Supplies	20,441	4,988	1,390	2,596	736	8,769	1,962
63.0 - Contractual Services	62,709	15,301	4,264	7,964	2,258	26,902	6,020
63.2 - Utilities	924	225	63	117	33	397	89
64.0 - Other Expenses	13,050	3,184	887	1,657	470	5,599	1,253
64.4 - Insurance	11,664	2,846	793	1,481	420	5,004	1,120
RR Total	1,489,536	363,447	101,288	189,171	53,623	639,011	142,995
<u>2150 - Marketing</u>							
63.0 - Contractual Services	87,307	4,552	3,910	4,183	1,971	51,678	21,013
2150 - Marketing Total	87,307	4,552	3,910	4,183	1,971	51,678	21,013
<u>2200 - Public Education</u>							
62.0 - Supplies	71,948	3,741	3,238	3,454	1,655	42,521	17,339
63.0 - Contractual Services	259,266	13,533	11,588	12,411	5,803	153,567	62,364
64.0 - Other Expenses	42,730	2,222	1,923	2,051	983	25,253	10,298
2200 - Public Education Total	373,943	19,496	16,748	17,915	8,441	221,341	90,002
<u>2300 - Household Hazardous Waste</u>							
61.0 - Personnel Services	598,307	38,018	17,767	21,041	38,403	415,020	68,058
62.0 - Supplies	39,531	2,214	316	593	2,886	32,138	1,384
63.0 - Contractual Services	81,246	4,550	650	1,219	5,931	66,052	2,844
63.1 - Operating Contracts	12,126	679	97	182	885	9,859	424
63.2 - Utilities	24,616	1,378	197	369	1,797	20,013	862
64.0 - Other Expenses	4,244	238	34	64	310	3,449	149
64.4 - Insurance	9,701	543	78	146	708	7,886	340
64.5 - Hazardous Waste	287,391	16,094	2,299	4,311	20,980	233,648	10,059
64.9 - Taxes and Permits	3,032	170	24	45	221	2,466	106
2300 - Household Hazardous Waste Total	1,060,196	63,884	21,463	27,969	72,121	790,535	84,224
<u>3630 - JR Recycling Operations</u>							
61.0 - Personnel Services	248,467	12,954	11,127	11,903	5,608	147,074	59,801
63.0 - Contractual Services	2,304	120	104	111	53	1,361	555
64.4 - Insurance	1,455	76	65	70	33	860	351
3630 - JR Recycling Operations Total	252,225	13,150	11,296	12,084	5,694	149,295	60,706
<u>3830 - ML Recycling Operations</u>							
61.0 - Personnel Services	668,882	34,918	29,888	32,015	14,958	396,219	160,884
62.0 - Supplies	8,488	441	382	407	195	5,017	2,046
63.0 - Contractual Services	67,786	3,525	3,050	3,254	1,559	40,062	16,336
63.3 - Building Rent	249,800	12,990	11,241	11,990	5,745	147,632	60,202
64.4 - Insurance	4,002	208	180	192	92	2,366	964
3830 - ML Recycling Operations Total	998,958	52,082	44,741	47,859	22,550	591,294	240,432
<u>4531 - JC Recycling Operations</u>							
61.0 - Personnel Services	555,987	29,020	24,850	26,615	12,447	329,315	133,740
62.0 - Supplies	84,277	4,382	3,792	4,045	1,938	49,809	20,311
63.0 - Contractual Services	154,973	8,059	6,974	7,439	3,564	91,589	37,348
64.4 - Insurance	3,395	177	153	163	78	2,006	818
4530 - JC Recycling Operations Total	798,633	41,638	35,769	38,262	18,028	472,720	192,217
Grand Total	\$ 5,060,798	\$ 558,249	\$ 235,216	\$ 337,442	\$ 182,429	\$ 2,915,873	\$ 831,589



Report to the Board of Directors

Date: June 15, 2023
From: Mandy Brooks, Resource Recovery Manager
Title: Update on AB 939 Fee Allocations

ITEM NO. 10

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

Attachment

1. Power Point Presentation

Item No. 10



AB 939 Budget: Cost Allocations by Jurisdiction

Executive Committee Meeting
June 15, 2023

1

FY 23-24 AB 939 Total Budget

AB 939 Fees - **\$4.1M**

+

Disposal Fees, Sales of
Recyclables, etc. - **\$958K**

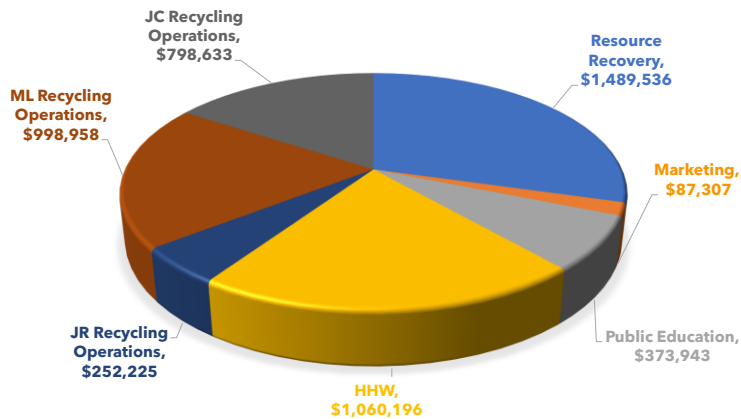
= \$5.06M



2

2

AB 939 - \$5.06M Total Budget Breakdown



Department	# of FTE
Resource Recovery, Marketing & Public Ed	7
HHW Facility	4
Jolon Rd (JR) Recycle	2
Madison Ln (ML) Recycle	5
Johnson Canyon (JC) Recycle	6
TOTAL	24

3

3

Cost Allocation % by Department



Resource Recovery: Outreach activities



Public Ed & Marketing: Tonnage



Household Hazardous Waste Facility (HHW): User data



Recycling Centers & ABOPs: Tonnage

4

4

AB 939 Budget – Estimated Costs by Jurisdiction

Budget Department	King City 11%	Greenfield 5%	Soledad 7%	Gonzales 4%	Salinas 58%	Mo. County 16%
Resource Recovery	363,447	101,288	189,171	53,623	639,011	142,995
Marketing	4,552	3,910	4,183	1,971	51,678	21,013
Public Ed	19,496	16,748	17,915	8,441	221,341	90,002
HHW Facility	48,239	6,891	12,921	62,883	700,326	30,149
ABOP Centers	7,946	6,826	7,301	3,440	90,209	36,681
HHW Mobile	7,700	7,746	7,746	5,798	-	17,394
Recycling Centers						
Jolon Rd						
Madison Ln						
Johnson Cny	106,870	91,806	98,204	46,272	1,213,309	493,355
TOTALS:	\$ 558,249	\$ 235,216	\$ 337,442	\$ 182,429	\$ 2,915,873	\$ 831,589

5

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Questions & Comments?



Thank you

Mandy Brooks

Resource Recovery Manager

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SVR Agenda Item - View Ahead 2023

ITEM NO. 11

	Jul	Aug	Sep	Oct	Nov	Dec
A			Employee of the Year Recognition			
1	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes	Minutes
2		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report	
5		Member Agencies Activities Report	Annual Marketing & Media Overview	BD/EC Meetings Schedule	New Officers Nominating Committee	
6		2nd Qtr. Tonnage & Diversion Report	2022-2023 SVR Annual Report	Audit Report Previous FY (EC)	G/M Evaluation (EC)	
7		JCLF Lease Agreement w/Pacific Carbon Capture, LLC22 (EC)		Annual Franchise Haulers Performance Report		
8		Operations and Environmental Compliance Update		G/M Evaluation (EC)		
9		Annual Tonnage & Diversion Performance Report				
10						
11						

Consent
Presentation
Consideration
Closed Session
[Other] (Public Hearing, Recognition, Informational, etc.) (EC) Executive Committee (sp) Strategic Plan Item