DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA

Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA

Regular Session **Tuesday August 15, 2017** **3:30 PM**

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Special Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8 A.M. and 5 P.M. Monday through Friday OR online at www.recycledelnorte.ca.gov
For more information call 465-1100 or email dnswma@recycledelnorte.ca.gov

3:30 PM **CALL MEETING TO ORDER / ROLL CALL**
PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:
3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After receiving recognition from the Chair, please give your name and address for the record. Comments will be limited to three minutes.

OPEN SESSION ITEMS:

1. CONSENT AGENDA

1.1 Approve minutes, Regular Session, Tuesday July 18, 2017. **
1.2 Approve budget transfer for FY 16/17 in the amount of $2,836.00 **
1.3 Approve budget transfer for FY 17/18 in the amount of $2,500.00 **

END CONSENT AGENDA

2. DIRECTOR'S & TREASURER'S REPORTS
Agenda items 2.1 through 2.5 are provided for information only

2.1 Director's Report **
2.2 Treasurer/Controller Reports for June 2017 **
2.3 Claims approved by Director for July 2017 **
2.4 Monthly Cash and Charge Reports for July 2017**
2.5 Earned Revenue Comparisons between FY16/17 and FY17/18 **

DISCUSSION/ACTION ITEMS

3. LANDFILL POSTCLOSURE

3.1 Receive and file the 'First-Half 2017 Water-Quality Monitoring Report for the Crescent City Landfill' prepared by Lawrence & Associates. **

3.2 Discussion and possible action regarding releasing an Invitation to Bid for the storm-related Landfill Repair Project. **

4. COLLECTIONS FRANCHISE

4.1 Discussion and possible action regarding Collections Change Order 13 regarding an extension of a temporary waiver of requirements for a recycling processor. **

5. TRANSFER STATION

5.1 Discussion and possible action regarding release of an Invitation to Bid for Floor and Ramp Repair at the Del Norte County Transfer Station. **

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

6.1 Discussion and possible action regarding proposed changes to the job descriptions shifting Clerking duties from Account Clerk – Solid Waste, to the Facilities & Programs Coordinator position. **

6.2 Discussion and possible adoption of Resolution 2017-02, appointing Kyra Seymour as Authority Clerk. **

7. ADJOURNMENT

Adjourn to the next Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M. Tuesday September 19, 2017 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

**** Asterisks next to Agenda Item indicates an associated attachment**

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
MINUTES
Tuesday July 18, 2017, 3:30 PM

PRESENT:
Commissioner Chris Howard, Vice Chair
Commissioner Blake Inscore, Chair
Commissioner Jason Greenough
Commissioner Lori Cowan
Commissioner Eli Naffah
Director Tedd Ward
Legal Counsel Martha Rice
Authority Clerk Katherine Brewer
Clerk in training Kyra Seymour
Authority Treasurer/Controller Rich Taylor

ABSENT: None

ALSO PRESENT:
Joel Wallen, Hambro / WSG
Jeremy Herber, Recology Del Norte
Wes White, Hambro / WSG

3:31 PM CALL MEETING TO ORDER / ROLL CALL
PLEDGE OF ALLEGIANCE

Roll Call:
Commissioner Chris Howard, Vice Chair
Commissioner Blake Inscore, Chair
Commissioner Jason Greenough
Commissioner Lori Cowan
Commissioner Eli Naffah

Pledge of Allegiance:

The pledge was led by Commissioner Greenough.

Director Ward requested that the Board add an item to this agenda. He explained that this issue arose subsequent to the posting of the agenda on 13 July 2017. At that time, staff were not sure of the account balances and the details of this budget transfer. This budget transfer is needed primarily to make payments to Hambro/WSG for their operations services at the Del Norte County Transfer Station. Action on this item is needed before the next Board meeting on 15 August 2017.

The item to be added was described as:

1.1

'Discussion and possible action regarding a FY 16/17 budget transfer in the amount of $153,989.00 **

Commissioner Howard moved and Commissioner Cowan seconded a motion to add this item to the agenda. The motion was adopted unanimously by voice vote.

PUBLIC COMMENTS:

Chair Inscore called for public comments at 3:33 P.M.

Eileen Cooper (County): Ms. Cooper requested an update on what can be recycled. Chair Inscore answered that there had been no additional changes. Ms. Cooper expressed appreciation for hard work getting situation resolved. Ms. Cooper suggested possible strategies to reduce contamination, including engaging Neighborhood watch groups or school groups to assist with monitoring the recycling carts and bins.

OPEN SESSION ITEMS:

1. CONSENT AGENDA

1.1 Approve minutes, Regular Session, Tuesday June 20, 2017.
1.2 Vacation requests for the Authority Director.
1.3 Approve payment of an inter-departmental transfer to Del Norte County for the lease of the Del Norte County Transfer Station in the amount of $161,657.39 **022101**
1.4 Approve payment of a claim to the Rural Counties Environmental Services Joint Powers Authority in the amount of $6,000.00 for membership dues 2017-2018.

On a motion by Commissioner Howard, seconded by Commissioner Greenough, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda.

2. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 2.1 through 2.5 are provided for information only

2.1 Director's Report **231501**
2.2 Treasurer/Controller Reports for May 2017 **201803**
2.3 Claims approved by Director for June 2017 **031202**
2.4 Monthly Cash and Charge Reports for June 2017 **201803**
2.5 Earned Revenue Comparisons between FY15/16 and FY16/17 **201803**
2.6 Budget transfer in the amount of $153,989 *(urgency item)* **022101**

Director Ward presented the Director's and Treasurer's Reports for the Board's information. Reports for items 2.1 – 2.5 were presented and accepted.

Commissioner Howard moved, and Commissioner Naffah seconded a motion to approve a FY 16/17 budget transfer in the amount of $153,989.00. The motion was unanimously carried on a polled vote.

DISCUSSION/ACTION ITEMS:

3. LANDFILL POSTCLOSURE – No Items

4. COLLECTIONS FRANCHISE - No Items

5. TRANSFER STATION – No Items

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

6.1 Discussion and possible action regarding submitting a letter of support for Del Norte County's grant application to CalRecycle's Illegal Dumpsite Abatement Site Grant program. **031506**

On a motion by Commissioner Howard, seconded by Commissioner Cowan, and adopted by a unanimous voice vote, the Authority Board approved submitting a letter to CalRecycle in support of Del Norte County's application to the Illegal Dumpsite Abatement Site Grant program.

At 3:54 P.M., Chair Inscore temporarily adjourned the meeting of the Del Norte Solid Waste Management Authority and reconvened as the Abandoned Vehicle Abatement Authority.

7. ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

7.1 Discussion and possible action regarding submitting a letter of support for Del Norte County's grant application to CalRecycle's Illegal Dumpsite Abatement Site Grant program.

On a motion by Commissioner Howard, seconded by Commissioner Cowan, and adopted by a unanimous voice vote, the Del Norte Abandoned Vehicle Abatement Service Authority Board approved submitting a letter to CalRecycle in support of Del Norte County's application to the Illegal Dumpsite Abatement Site Grant program.

At 3:55 PM Chair Inscore adjourned the meeting as the Del Norte Abandoned Vehicle Abatement Service Authority and reconvened the meeting as Del Norte Solid Waste Management Authority.

OTHER GENERAL SOLID WASTE AUTHORITY MATTERS (continued)

7.2 Status report regarding the history of activities associated with the Authority-owned commercially-zoned property adjacent to the Del Norte County Transfer Station. **030401**

Director Ward presented a summary of the activities associated with the Authority-owned commercially-zoned property between the Del Norte County Transfer Station and Benson Street, including a Cluster Analysis and Feasibility Study and initial site plan for a Resource Recovery Park at this location. Ward explained that Hambro/WSG opened their Eco-Store shortly after the Feasibility Study was completed. Considering current staff efforts regarding repairing the floor of the Del Norte County Transfer Station, and repair of the storm-related erosion damage at the Crescent City Landfill, Director Ward recommended that further efforts focused on this property be deferred until those other activities are completed. No action was taken.

Eileen Cooper asked, since the Eco-Store had closed, if there now a gap in services. Director Ward replied that yes, there was no location in Del Norte County to purchase salvaged windows, doors, sinks, bathtubs, and other similar construction-related reusables. Ms. Cooper suggested that this could be an issue that the Del Norte Solid Waste Task Force could could work on.

7.3 Status report regarding the potential for working with the lab for the Crescent City Wastewater Treatment Plant to do some of the lab analysis associated with water samples collected at the Crescent City Landfill. **011801**

Director Ward presented a report indicating that the only constituent the Authority is required to analyze that this lab is certified to conduct is turbidity, which represents only $150 in Authority expenditures annually. Staff did not recommend using the City Wastewater Treatment Plant lab to conduct these analyses.

Eileen Cooper commented that she felt the waste water treatment plant was underutilized.

8. ADJOURNMENT

Adjourn to the next Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M. Tuesday August 15, 2017 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

There being no further business to come before the Authority, Chair Inscore adjourned the meeting at 4:10 P.M., until the Regular Meeting scheduled for August 15, 2017.

_____ Date / /

Blake Inscore, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____ Date / /

Eli Naffah, Secretary
Del Norte Solid Waste Management Authority

Submitted:

_____ Date / /

Katherine Brewer, Clerk
Del Norte Solid Waste Management Authority

Del Norte County Budget Transfer Request FY 16/17

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s) Reduce Expenditures or Increase Revenue	Budget Transfer Amount(s) Increase Expenditures or Reduce Revenue
Solid Waste	422	421	20231	Prof services	$ 291	
Solid Waste	422	421	20234	Legal Counsel		$ 291
Solid Waste	422	421	20237	Credit Card Service Fees		$ 134
Solid Waste	422	421	10040	Worker's Compensation		$ 2,411
Solid Waste	422	421	91004	Authority Service Fees	$ 2,545	
				Total Amounts	$ 2,836	$ 2,836

Department complete and send to Auitor's Office for transfer number before sending to

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request

Department Head Signature

Date

Auditor's Office: Sufficient balances exist per above
(Under $100 Auditor's Office approves)

Deputy Auditor-Controller

Date

TR No. _____ Budget Revision No. _____

_____Includes Revenue Appropriation _____Requires 4/5ths Vote

County AdministrativeOfficer:
(Under $1000 - CAO approves)

Recommendation:

Approve _____
Deny _____
Submit for Board approval _____

County Administrative Officer

Date

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 15 August 2017.

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Katherine Brewer

Blake Inscore, Chair
Del Norte Solid Waste Management Authority

1.2

Del Norte County Budget Transfer Request FY 17/18

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
Solid Waste	422	421	20232-002	Data Processing - software		$ 2,500
Solid Waste	422	421	81000	Contingency	$ 2,500	
				Total Amounts	$ 2,500	$ 2,500

Department complete and send to Auitor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request

Department Head Signature _____ Date _____

Auditor's Office: Sufficient balances exist per above
(Under $100 Auditor's Office approves)

Deputy Auditor-Controller _____ Date _____

TR No. _____ Budget Revision No. _____

_____Includes Revenue Appropriation _____Requires 4/5ths Vote

County AdministrativeOfficer:
(Under $1000 - CAO approves)

Recommendation:
Approve _____
Deny _____
Submit for Board approval _____

County Administrative Officer _____ Date _____

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 15 August 2017.

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Katherine Brewer

Blake Inscore, Chair
Del Norte Solid Waste Management Authority

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Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Director's Report

Date:	10 August 2017
To:	Commissioners of the Del Norte Solid Waste Management Authority
From:	Tedd Ward, M.S. – Director
Reporting Period:	13 July 2017 – 10 August 2107
Attachments:	Recology Del Norte's reports regarding recyclables processing 'Recycling centers on brink of failure' article Flyer promoting HHW and Mattress Collection Events Memo sent to Megan Van Pelt of the Tolowa Dee-ni' Nation
File Number:	**231501 – Authority Work Plans**

Summary: The Del Norte Solid Waste Management Authority continues to operate the Klamath, Gasquet and Del Norte County Transfer Stations and to provide required monitoring, accounting and reports to overseeing agencies. Authority staff provide these services without any financial support from the City of Crescent City or the County of Del Norte, and without receiving a penny of taxes. The rates charged at Authority-managed facilities continue to be lower than any comparable facilities in Humboldt or Curry Counties.

Outreach / Events: This past month, Authority, Hambro/WSG and Recology Del Norte staff provided community outreach at a booth at the Del Norte County Fair August 3-6. Staff also held a backyard composting workshop at the Community Health Center Garden on August 12th.

This coming month, the Del Norte Solid Waste Management Authority will have our annual Household Hazardous Waste Collection Event on September 16th and will have another Mattress Collection Event on September 23rd. (see attachment)

Consent Agenda Items:

Item 1.2 is intended to be the last budget transfer for FY 16/17, and adds money to Worker's Compensation, legal counsel and credit card service fees, which all slightly exceeded budget.

Item 1.3 is the first budget transfer for FY 17/18, and adds money to the line for

2.1

software. This line was overdrawn because Authority staff submitted a claim in June and anticipated it would apply to FY 16/17. As this expense is for Scale Management Software support for FY 17/18, however, staff from the County Auditor's office took the amount from the current fiscal year.

Landfill Postclosure: **Item 3.1** is the summary water quality monitoring report for the Crescent City Landfill prepared by Lawrence & Associates.

Item 3.2 is the bid from Hemmingsen Construction, the plans from the Del Norte County Engineering Department, and the associated report from the Office of Emergency Services.

Collections and Processing: At the July meeting, Recology Del Norte announced that starting in August, Recology intended to start processing recyclable materials collected by Recology Del Norte at a processing facility on the Samoa peninsula in Humboldt, formerly owned by Eel River Disposal. Jeremy Herber, manager of Recology Del Norte, said that while it is good news that this facility will be available to process Del Norte's recyclables, additional steps will need to be taken to reduce recycling contamination to 10% or less.

Item 4.1 is Operations Change Order 13, which extends the temporary waiver of the requirement that Recology Del Norte have a Processing Agreement for another 60 days. During these 60 days, Recology and Authority staff will be working to complete an appropriate Processing Agreement, which staff anticipate will be discussed at the October Authority meeting.

Facilities: This past month, we replaced the computer at the gatehouse of the Del Norte County Transfer Station.

Attached is the memo sent to Megan Van Pelt of the Tolowa Dee-Ni' Nation regarding potential partnerships with the tribe in developing such a facility. Ms. Van Pelt intends to discuss this issue with the Tolowa Dee-Ni' Tribal Council, and I hope to present a verbal status update at the Authority meeting.

Item 5.1 are the documents associated with an Invitation to Bid for the Transfer Station Floor and Ramp repair project as prepared by Jesse Solorio of Lawrence & Associates. Mr. Solorio has been hired by CalTrans starting on August 16th, and he will be transferring these project responsibilities to Dave Brown, who has over 20 years' experience in civil engineering and will be able to see our project through. Mr. Solorio will continue to provide consulting services to L&A, and may even inspect our floor installation since it will occur on a weekend.

Grants: This past month, Authority staff worked closely with staff from the Del Norte County Community Development Department supporting their application to CalRecycle's Illegal Dumpsite Abatement Site grant program, which was submitted on time. Staff also submitted required reports related to our used oil, beverage container, and Forest Service Cleanup grants.

Compliance: The Authority's Electronic Annual Report was due on August 1, but had not been submitted at the time this agenda was published. Staff have already sent an e-mail to Spencer Fine of CalRecycle explaining that this report was delayed due to limited staff capacity and additional concurrent duties associated with the Del Norte County Fair and preparing for this meeting.

Personnel / Staffing: Last month, Darren Davis was made a permanent refuse site attendant. Authority staff also hired Michael McLellan as a part-time/temporary a refuse site attendant to replace Haley Smith, who was hired as Authority Account Clerk. At this point, we are fully staffed.

Attempts to enroll Ms. Smith in a course at College of Redwoods to enhance her bookkeeping skills were unsuccessful as the course was cancelled. We are planning to enroll her in this class when it is offered during spring semester.

Item 6.1 proposes changes to two job descriptions, shifting Clerking duties from the Account Clerk-Solid Waste to the Facilities & Programs Coordinator. **Item 6.2** is a Resolution appointing Kyra Seymour as Authority Clerk.

Tedd Ward

From: Jeremy Herber <JHerber@recology.com>
Sent: Tuesday, July 25, 2017 8:25 AM
To: Tedd Ward
Subject: FW: Recology Recycling Weekly Update for July 16th - July 22nd 2017

Tedd,

We are continuing to collect and screen approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

The routes that are consistently being processed are the following:

131 Residential Curbside Recycling
132 Residential Curbside Recycling
133 Commercial Recycling

Gasquet and Klamath transfer stations are being processed when full.
Last week we also processed both recycling bins from the transfer station on State street.

Recology continues to spot check community bins weekly to see if we notice any changes in contamination levels.
The community bins still providing high levels of contamination include both Smith River bins and the Fort Dick location.

Of the volume of materials being processed, approximately 18% - 25% of each load is removed as trash. Our trailer has the ability
To carry 136 Yards of recyclables. We average 30 – 40 yards of trash removed from each load. Our average weight of material being loaded
On the truck as recyclables is approximately 9 to 9.5 tons each load.

last week we had 2 loads delivered to Humboldt Waste Authority.

Material is being sorted by one temp and one Recology employee. Our load percentage was in the 5-7 percent contamination rate when
Delivered to Humboldt Waste Management.
The clean cardboard from our commercial route is being picked up separately and delivered to Julindra's for processing as time allows.

Best Regards,

Jeremy Herber
General Manager

Recology Del Norte™ | P.O. Box 1933 | Crescent City, CA 95531
T: 707.464.4181 | Jherber@recology.com

Please consider the environment before you print this email.

Tedd Ward

From: Jeremy Herber <JHerber@recology.com>
Sent: Tuesday, August 01, 2017 8:14 AM
To: Tedd Ward
Subject: FW: Recology Recycling Weekly Update for July 23rd - July 29th 2017

Tedd,

We are continuing to collect and screen approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

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The community bins still providing high levels of contamination include both Smith River bins and the Fort Dick location.

Of the volume of materials being processed, approximately 18% - 25% of each load is removed as trash. Our trailer has the ability
To carry 136 Yards of recyclables. We average 30 – 40 yards of trash removed from each load. Our average weight of material being loaded
On the truck as recyclables is approximately 9 to 9.5 tons each load.

last week we had only 1 load delivered to Humboldt Waste Authority due to a back-up at the site.
We will be running extra loads to Humboldt this week to catch up.

Material is being sorted by one temp and one Recology employee. Our load percentage was in the 5-7 percent contamination rate when
Delivered to Humboldt Waste Management.
The clean cardboard from our commercial route is being picked up separately and delivered to Julindra's for processing as time allows.

Best Regards,

Jeremy Herber
General Manager

Recology Del Norte™ | P.O. Box 1933 | Crescent City, CA 95531
T: 707.464.4181 | Jherber@recology.com

Tedd Ward

From: Jeremy Herber <JHerber@recology.com>
Sent: Monday, August 07, 2017 3:47 PM
To: Tedd Ward
Subject: FW: Recology Recycling Weekly Update for July 30th, to August 5th, 2017.

Tedd,

We are continuing to collect and screen approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

The routes that are consistently being processed are the following:

131 Residential Curbside Recycling
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133 Commercial Recycling

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On the truck as recyclables is approximately 9 to 9.5 tons each load.

last week we delivered 3 loads to Humboldt Waste Authority.

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Delivered to Humboldt Waste Management.
The clean cardboard from our commercial route is being picked up separately and delivered to Julindra's for processing as time allows.

Best Regards,

Jeremy Herber
General Manager

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T: 707.464.4181 | Jherber@recology.com

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San Francisco Chronicle

SFCHRONICLE.COM | Saturday, August 5, 2017 | PRINTED ON RECYCLED PAPER | $1.50 ★★★★★

"A lot of people need this. But it's really difficult to keep the business up and running."

Ors Csaszar, owner, Our Planet Recycling center in San Francisco

Photos by Paul Chinn / The Chronicle

Recycling centers on brink of failure

Squeezed by economics, businesses seek help from state

By Melody Gutierrez

SACRAMENTO — Ors Csaszar opened his first recycling center in San Francisco seven years ago with the hope of earning money while doing something good for the environment. It was the best of both worlds, he said.

But Csaszar said he isn't sure how much longer he can keep his business open, despite the lines of people who come each day to return soda cans, water bottles and other beverage containers for a nickel or a dime each.

That's because the value of recyclables has decreased in recent years, meaning Csaszar makes less on the collected bottles and cans he sells. On top of that, state subsidies meant to offset the cost of

Recycle continues on A9

Top: Customers line up to have goods weighed before they receive a cash payment at a collection center on Bayshore Boulevard. Above: A customer tosses wine bottles into a bin at the center.

FROM THE COVER

Recycling centers on brink of failure

Recycle from page A1

recycling have failed to keep pace with the rising costs of doing business.

Hundreds of recycling centers have shuttered in the past two years across the state, resulting in millions of plastic, aluminium and glass containers going to landfills. In the past two years more than 500 recycling centers closed their doors, leaving 1,650 throughout the state, according to the California Department of Resources Recycling and Recovery, or CalRecycle.

That left Californians with fewer options to return recyclables for a little extra cash. But fixing the program will not be easy, with the industry, lawmakers and Gov. Jerry Brown butting heads on a solution.

"A lot of people need this," said Csaszar, owner of Our Planet Recycling center, which has locations in the Bayview district and South of Market. "But it's really difficult to keep the business up and running."

Under a law created 30 years ago, Californians pay a deposit called the California Redemption Value — or CRV — which charges consumers an additional 5 cents for beverage containers of less than 24 ounces and 10 cents for larger containers. Buyers can then return the containers to recycling centers to receive their money back. Or they can donate the containers to curbside collection, with those operators then able to redeem the deposit on the material.

Since the program was created in 1987, more than 300 billion aluminum, glass and plastic beverage containers have been recycled in the state, according to CalRecycle.

Under the law, the state awards proceeds from the uncollected CRV deposits to recyclers to help them offset the cost of recycling less profitable material, particularly glass. Scrap prices for glass, for example, are so low that state subsidies can account for two-thirds of a recycling center's profit margin to recycle the material.

The law also requires stores that sell the beverages to have a place for consumers to return their bottles and cans within a half mile. If not, the stores themselves are required to either allow customers to recycle there, or pay a $100 a day fee.

Many stores opt to pay the $36,500 annual fee, saying they are unable to set up a recycling center at their location.

That's left consumers like Roddy Wilson with few options for returning cans and bottles. Wilson and his wife, who live in East Oakland, used to recycle their own soda cans and water bottles at Alliance Metals recycling center in West Oakland before it closed last year.

Paul Chinn / The Chronicle

Ed Rodriguez slides cans onto a scale to weigh for a customer at the Our Planet Recycling collection center in the Bayview.

Wilson said their household recyclables don't garner much more than spare change, maybe enough for a couple of hamburgers. But other people relied on the money they earned from recycling cans and bottles and were hurt when the center closed, he said.

"There are people who can't go very far to find a recycling center," Wilson said. "We have cars so we can drive and find one, so we will have to do that. Right now, they are just piling up. We have six big bags to recycle."

In June it appeared the state was headed toward increasing payments to recycling centers, but the Senate objected to the fix being included in the state budget. Lawmakers pledged to continue working with the governor's office on the issue when the Legislature returns this month from summer recess.

"There has been a lot of discussion about what to do," said Lance Klug, a spokesman at CalRecycle, which oversees the program. "It's not lost on CalRecycle or the Legislature that something needs to be done to ensure (more) recycling centers don't close."

The state has seen a drop in how many containers end up recycled, with the percentage of CRV-eligible beverages sold compared to recycled each year dropping just under 80 percent (79.7 percent) last year for the first time in nearly a decade.

The drop is noteworthy in California, which bills itself as a world leader in battling climate change. Recycling reduces greenhouse gas emissions through the energy saved from manufacturing new products while minimizing what ends up in landfills.

"It's important that we fix this program," said Mark Murray, executive director of the Sacramento-based advocacy group Californians Against Waste.

Murray said the state needs to ensure that recycling centers can turn a profit to avoid closing. He said when the value of scrap material decreases, the program is supposed to increase payments, but it reacts slowly to market changes, leaving centers filling the holes for months.

Murray said there is enough unredeemed CRV money to increase state subsides now, but that fix requires lawmakers to act. He said he worries legislators and the governor's office are looking for the perfect long-term solution — such as whether beverage manufacturers should pay more into the program, or whether wine bottles and other exempt beverages should fall under the law. He said the closures of recycling centers need an immediate stopgap.

The decline in recyclers hit San Francisco particularly hard. Across the city, the number of recycling centers has dropped from 26 in 2010 to nine today, according to CalRecyle data. The drop has left 61 percent of the county without a place to recycle within the half mile required by law.

"There is this picture of a homeless person with a shopping cart full of containers, but these are families, Boy Scouts and church groups — there are all kinds of people doing this," Murray said.

In San Francisco, recycling centers often encounter unhappy neighbors who have pushed some recyclers out. For many, the closures touch on the city's most hot-button issue — homelessness and gentrification.

At Alliance Metals in West Oakland, neighbors waged a decades-long war with the facility, saying the recycling center brought drug addicts into their community, who sold bottles and cans to get their next fix. The center was cited for numerous nuisance violations over the years by city officials before owners decided to close last year.

With fewer places to recycle containers, the remaining facilities are seeing higher concentrations of people, putting additional pressure on those sites from neighbors.

For Csaszar, community pushback and city zoning hurdles made it a years-long process to open a second location in South of Market. He opened in May.

"Everybody talks about recycling being a great thing — as long as it's not close to me," Csaszar said.

Now he is biding his time, waiting to see whether the state will increase payments to ensure his business stops teetering on the brink of failure.

"The state needs to step up," he said. "Those of us left in the business need help."

Melody Gutierrez is a San Francisco Chronicle staff writer. Email: mgutierrez@sfchronicle.com Twitter: @MelodyGutierrez

Number of items sold and recycled in California

Year	Sales	Recycled	Recycling rate
2016	23,083,353,256	18,414,970,248	79.8%
2015	23,019,985,097	18,626,884,428	80.9%
2014	22,153,643,169	17,781,266,369	80.3%
2013	21,356,759,006	18,246,526,908	85.4%
2012	21,169,889,105	17,257,111,007	81.5%

Source: CalRecycle

FREE Household Hazardous Waste Event for Del Norte Residents Only

September 16, 2017 9 AM - 2 PM

at the Del Norte County Transfer Station - 1700 State St, Crescent City

You can bring your contaminated motor oil to this event.

STATE TRANSPORTATION LAWS LIMIT EACH VEHICLE TO A MAXIMUM OF 15 GALLONS OF LIQUID OR 125 POUNDS OF SOLID HAZARDOUS WASTE

Not sure something is hazardous?
Call us at 465-1100 — recycledelnorte.ca.gov

Printed on recycled paper

Commercial Hazardous Waste Disposal Service

Friday September 15, 2017 by appointment only

If your business or agency has hazardous materials to dispose, this is the only time this year that you may legally deliver those materials for disposal at the Del Norte County Transfer Station.

1. **Get an EPA ID number online** https://www.dtsc.ca.gov/IDManifest/index.cfm
2. **Call 916-296-7478 before September 7 to schedule an appointment** and receive an estimate of your disposal costs
3. Bring hazardous materials at your appointed time with payment to the Del Norte County Transfer Station

FREE EVERY DAY

Household Hazardous Waste Recycling
Mon-Fri 8 AM-5 PM, Sat & Sun 9 AM-5 PM
at the Del Norte County Transfer Station

Mattress Recycling Event - Saturday Sept. 23: 9 AM- 4 PM

at the Del Norte County Transfer Station, 1700 State Street in Crescent City

FOR NO CHARGE, Del Norte County households can recycle up to four mattresses or box springs at this quarterly event.

Customers with mattresses from outside Del Norte County will be charged regular disposal rates ($9.77 per unit plus weight-based charges). There will also be charges for excessively wet, damaged, infested or soiled units. Charges also apply for futons, infant or child products, sofa beds, furniture, water beds, & trash.

Brought to you by:

HAMBRO WSG

bye bye mattress

For more info, call 465-1100

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Memorandum

Date: 26 July 2017
To: Meg Van Pelt, Tolowa Dee-ni' Nation
From: Tedd Ward, M.S. – Director

File Number: Outgoing Correspondence - **031506**

Topic: Development of a small-volume transfer station to serve the Tolowa Dee-ni' Nation and northern Del Norte County

Thank you for meeting with me last week to discuss the potential for the Tolowa Dee-ni' Nation to partner with the Del Norte Solid Waste Management Authority in developing a small-volume transfer station to serve tribal members and other residents and businesses in the northern communities of Del Norte County. This memo is intended as a general description of the kind of facility our agency will be trying to develop, and opportunities and potential benefits to the members and the Tribal Council of the Tolowa Dee-ni' Nation should the Council decide to partner with our agency in this development.

As I explained during our meeting, the Del Norte Solid Waste Management Authority ('the Authority') is a Joint Powers Authority of the County of Del Norte and the City of Crescent City, and is generally responsible for solid waste, composting, recycling and household hazardous waste services in Del Norte County. Our agency administers Recology Del Norte's collections franchise, employs and manages gate staff, and contracts for operations at the Del Norte County Transfer Station in Crescent City, as well as the small-volume transfer stations in Klamath and Gasquet.

Our agency intends that the transfer station developed to serve northern Del Norte County will be a small-volume transfer station similar to the facilities we operate in Klamath and Gasquet. Most of the year, the Klamath transfer station is open on Sundays and Wednesdays from 10 AM – 4 PM, and Gasquet is open on Saturdays from 10 AM to 4 PM. Between July and September, Klamath is also open on Fridays, and Gasquet is open on Thursdays. As each of these facilities lose money each year (i.e. revenues do not cover the costs for labor, transport and disposal), there is an

ongoing need to balance costs with customers' convenience. At this time, staff anticipate that the rates charged and customer usage at such a small-volume transfer station in the north would also operate at a loss each year.

The facilities in Klamath and Gasquet are without power, running water, sewer hookup, or even reliable cell phone coverage. On a practical basis, a small-volume transfer station needs to be on a parcel of land two acres in size or larger, accessible by trucks hauling 40 cubic yard open-topped trailers which are parked below a paved area where customers can back-up, and unload into the open trailer below. So a height difference across the property of at least 20 feet would reduce the costs of grading. It is likely that the property would need to be fenced or have other means of limiting public access when the facility would be closed. Properties near to but on the east side of Highway 101 between the town of Smith River and Clifford Kamph Memorial Park would be suitable. Properties west of 101, such as a portion of the former Ship-a-Shore resort, could potentially be used for a transfer station, but permitting could be more complicated with the Coastal Zone.

The Authority is really initiating our efforts to develop this facility by respectfully asking the Tribal Council: ***"Is the Tolowa Dee-ni' Nation interested in partnering with the Authority to develop a northern transfer station, and if so, how shall we work together to meet the needs and goals of the Tribe and the other citizens and businesses of Del Norte County?"***

Potential benefits to the Tolowa Dee-ni' Nation in establishing this facility:

- More convenient location for legal disposal and recycling at least one day per week
- A potential location for temporary storage of materials associated with cleanup events or other compatible community activities

Potential benefits to the Tolowa Dee-Ni' Nation in partnering with the Authority in the facility development process

- Input regarding location and design, so that the facility developed is of greatest possible benefit to the Tolowa Dee-Ni' Nation and its members
- A potential location for outreach to tribal members and the surrounding community
- The Tolowa Dee-Ni' Nation may be eligible for federal grants related to solid waste and recycling that could assist with this development
- The Tolowa Dee-Ni' Nation may have assets such as land, which it could contribute towards this project for some tangible tribal benefit, such as an agreed amount of disposal services to be used for tribal benefit in the years to come

If the Tribal Council of the Tolowa Dee-Ni' Nation is potentially interested in partnering with the Authority in developing a northern transfer station, I would be happy to discuss these issues further with the Council, or whomever the Council designates for this project. If the Council does not wish to work with the Authority in partnership, Authority staff will nonetheless continue to communicate with the staff of the Tolowa Dee-ni' Nation as this development progresses.

Solid Waste
Balance Sheet
June 30, 2017

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	966,729.76
422 010 00300	Imprest Cash	3,500.00
422 010 00500	I Bank Loan Deposit Held by County	198,177.17
422 010 01100	Accounts Receivable	265,575.68
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(157,814.00)
422 010 03450	Accum Depr Bldg & Improv	(113,204.00)
422 010 03460	Accum Depr Transfer Station	(918,877.00)
	Total Assets	4,304,160.69

LIABILITIES AND FUND EQUITY

422 010 05100	Accounts Payable	212,888.19
422 010 05105	Sales Tax Payable	836.06
422 010 05210	Sublease Payable	2,727,290.50
422 010 05300	Compensated Absences Payable	45,281.00
422 010 05500	Post Closure Liability	2,061,342.00
422 010 05600	Net OPEB Obligation	273,578.00
422 010 07100	Fund Balance	(1,839,805.20)
422 010 09600	Investment in Capital Assets net of related debt	578,198.00
	Revenue	3,368,959.24
	Expenditure	(3,124,407.10)
	Total Liabilities and Fund Equity	4,304,160.69

2.2

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of August 1, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Affordable Home & Rental Rep.	44.37	0.00	0.00	0.00	0.00	44.37
Agricultural Commission(solid waste only)	23.76	0.00	0.00	0.00	0.00	23.76
Aladdin Realty	0.72	0.00	0.00	7.20	0.00	7.92
Alexandre EcoDairy Farms	586.74	200.33	0.00	0.00	0.00	787.07
Atlas Field Services, Inc.	0.00	15.84	0.00	0.00	0.00	15.84
AWI Management Corp	39.84	0.00	0.00	0.00	0.00	39.84
Babich Construction	26.74	0.00	0.00	0.00	0.00	26.74
Bayside Excavation	31.19	0.00	0.00	0.00	0.00	31.19
Benner Mini Storage	104.58	0.00	0.00	0.00	0.00	104.58
Borges Dairy	49.01	177.17	314.01	0.00	0.00	540.19
Brown, Hector	1,635.04	1,059.35	0.00	0.00	0.00	2,694.39
Cal-Ore LIFE FLIGHT	27.23	11.52	34.32	34.74	0.00	107.81
Cal-Trans	215.33	0.00	0.00	0.00	0.00	215.33
California Auto Image	256.91	0.00	0.00	0.00	0.00	256.91
California Construction Co.	7.50	0.00	0.00	0.00	0.00	7.50
California Dept. Parks & Rec.	1,926.81	1,773.11	845.91	0.00	0.00	4,545.83
Castlerock Countertop's	47.52	0.00	0.00	0.00	0.00	47.52
Certified Construction *CLOSED*	0.00	0.00	0.00	0.00	6.90	6.90
Certified Plumbing Co.*CLOSED*	0.00	0.00	0.00	0.00	12.76	12.76
Cetnar Construction Inc.	123.26	0.00	0.00	0.00	0.00	123.26
City of Crescent City.	250.99	228.93	0.00	0.00	0.00	479.92
Cornerstone Assembly of God	78.71	0.00	0.00	0.00	0.00	78.71
Crescent Ace Hardware.	350.48	0.00	0.00	0.00	0.00	350.48
Crescent City KOA	861.33	0.00	0.00	0.00	0.00	861.33
Crescent Fire Protection Dist.	17.82	0.00	0.00	0.00	0.00	17.82
Crescent Senior Estates	894.24	48.15	0.00	0.00	0.00	942.39
Del Norte Ambulance	30.65	41.77	0.00	0.00	0.00	72.42
Del Norte Realty	330.17	0.00	0.00	0.00	0.00	330.17
Del Norte Roofing	1,027.63	945.83	0.00	0.00	0.00	1,973.46
Del Norte Triplicate/WesternCom	39.20	0.00	0.00	0.00	0.00	39.20
DN Unified School District	547.07	0.00	0.00	0.00	0.00	547.07
DNC Abandoned Vehicle Abatement	1,925.04	0.00	0.00	0.00	0.00	1,925.04
Driftwood Apartments LLC	68.31	0.00	0.00	0.00	0.00	68.31
Fashion Blacksmith	470.75	0.00	0.00	0.00	0.00	470.75
Frank's Refrigeration	7.50	12.96	0.00	0.00	0.00	20.46
G. H. Outreach	627.86	0.00	0.00	0.00	0.00	627.86
GR Construction	63.86	0.00	0.00	0.00	0.00	63.86
Green Scapes	173.75	432.82	339.19	0.00	0.00	945.76
Griffin's Furniture Outlet	188.09	0.00	0.00	0.00	0.00	188.09
Hambro/Waste Solutions Group	17.05	0.00	0.00	0.00	0.00	17.05
Hank's Hauling	112.88	0.00	0.00	0.00	0.00	112.88
Hartley Construction	0.00	97.95	0.00	0.00	0.00	97.95
HASP / Jordan Recovery Centers	53.47	60.48	0.00	0.00	0.00	113.95
Hemmingsen Contracting Company	549.47	0.00	0.00	0.00	0.00	549.47
Hiouchi Community Fellowship	15.00	0.00	0.00	0.00	0.00	15.00
Investment Realty	149.99	0.00	0.00	0.00	0.00	149.99
Kays Yard Service	32.17	0.00	0.00	0.00	0.00	32.17
Kirkland's Lawn & Yard Service	977.74	0.00	0.00	0.00	0.00	977.74
Kraft, Tom & Patti	78.71	0.00	0.00	0.00	0.00	78.71
Larson Services	31.19	0.00	0.00	0.00	0.00	31.19
LNL Design and Construction	284.67	174.28	0.00	0.00	0.00	458.95
Madrone Court	101.11	28.81	0.00	0.00	0.00	129.92
Malloroy Construction	7.50	14.40	0.00	0.00	0.00	21.90
Mastaloudis Homes Inc.	169.35	0.00	0.00	0.00	0.00	169.35
McMurray & Sons, Inc.	1,281.56	0.00	0.00	0.00	0.00	1,281.56
Miller Construction	98.02	0.00	0.00	0.00	0.00	98.02
Mountain Power Tree Co	25.25	0.00	0.00	0.00	0.00	25.25
Mow Blow and Go	99.55	0.00	0.00	0.00	0.00	99.55
Murray Construction	185.71	0.00	0.00	0.00	0.00	185.71
New Dawn Support Services	138.52	0.00	0.00	0.00	0.00	138.52
North Coast Properties	63.61	0.00	0.00	0.00	0.00	63.61
North Woods Realty	69.80	0.00	0.00	0.00	0.00	69.80
Northridge Electric	15.00	0.00	0.00	0.00	0.00	15.00
Pappas Dry Wall	161.96	0.00	0.00	0.00	0.00	161.96
Parkway Feed	181.17	0.00	0.00	0.00	0.00	181.17
Pebble Beach Apartments	0.00	142.36	0.00	0.00	0.00	142.36

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of August 1, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Pelican Bay Evangelical Free Church	265.09	0.00	0.00	0.00	0.00	265.09
Pelican Bay Roofing Co.	1,100.33	601.06	0.00	0.00	0.00	1,701.39
Pierson Company	92.49	0.00	0.00	0.00	0.00	92.49
Plunkett's Family Painting	32.68	0.00	0.00	0.00	0.00	32.68
Porter's Trucking *CLOSED*	0.00	0.00	0.00	0.00	2,033.84	2,033.84
Ray's Mobile Home Service	1,593.74	0.00	0.00	0.00	0.00	1,593.74
Recology Del Norte (Franchise)	129,754.36	0.00	0.00	0.00	0.00	129,754.36
Recology Del Norte (Prison)	10,170.79	0.00	0.00	0.00	0.00	10,170.79
Red Sky Roofing	16,513.25	20,725.56	0.00	0.00	0.00	37,238.81
Redwood National Park	3,464.90	2,540.22	0.00	0.00	0.00	6,005.12
Reservation Ranch	277.70	0.00	0.00	0.00	0.00	277.70
Richterich & Jones Const	307.41	0.00	0.00	0.00	0.00	307.41
Rick Parker Construction	227.21	0.00	0.00	0.00	0.00	227.21
Ritchie Homes	225.75	670.75	0.00	0.00	0.00	896.50
Ron Spitzner	193.05	0.00	0.00	0.00	0.00	193.05
Rumiano Cheese Company	0.52	0.00	0.00	0.00	0.00	0.52
Rural Human Services	7.50	0.00	0.00	0.00	0.00	7.50
S.O.S. Construction	23.76	0.00	0.00	0.00	0.00	23.76
Schnacker's General Hauling	0.00	463.34	0.00	0.00	0.00	463.34
Seawood Village	2,953.73	0.00	0.00	0.00	0.00	2,953.73
Smith River Equipment	179.69	0.00	0.00	0.00	0.00	179.69
Smith River Fire Prot. Dist.	8.91	8.64	29.09	0.00	25.93	72.57
Sprint Courier Service	137.58	0.00	0.00	0.00	0.00	137.58
Stephen F White Gen.Cont. Inc.	229.24	0.00	0.00	0.00	0.00	229.24
Stone Roofing	10,251.04	0.00	0.00	0.00	0.00	10,251.04
Swanson, Ray C. Construction	38.62	21.61	0.00	0.00	0.00	60.23
Tab & Associates	639.38	0.00	0.00	0.00	0.00	639.38
Tim Haban Construction	62.38	0.00	0.00	0.00	0.00	62.38
Tolowa Dee-Ni' Nation	525.46	333.45	31.69	0.00	0.00	890.60
U.S. Forest Service-Gasquet CA	661.61	0.00	0.00	0.00	0.00	661.61
Van Arsdale Construction	2,055.26	1,429.41	0.00	0.00	0.00	3,484.67
Van Nocker's Cleaning	15.00	7.20	0.00	0.00	0.00	22.20
Wigley Contracting	53.23	0.00	0.00	0.00	0.00	53.23
Winn's Maintance Service	17.82	0.00	0.00	0.00	0.00	17.82
Yurok Economic Dev Corp	158.82	0.00	0.00	0.00	0.00	158.82
Yurok Indian Housing Authority	196.63	0.00	0.00	0.00	0.00	196.63
Yurok Tribe	0.00	298.15	0.00	0.00	0.00	298.15
TOTAL	200,435.38	32,565.45	1,594.21	41.94	2,079.43	236,716.41

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
Salaries & Benefits							
10010		Payroll	353,741.00	353,741.00	29,355.04	324,385.96	8.3
10010	070	Payroll - USFS Cleanup Grant	0.00	0.00	0.00	0.00	0
10010	078	Payroll	6,600.00	6,600.00	0.00	6,600.00	0
10012		Overtime	815.00	815.00	4.88	810.12	0.6
10015		Part-time/Temp	29,000.00	29,000.00	4,848.22	24,151.78	16.7
10020		Retirement	87,455.00	87,455.00	6,358.81	81,096.19	7.3
10022		Retirement - CalPERS Unfunded Liability	0.00	0.00	0.00	0.00	0
10030		Employee Benefits	104,337.00	104,337.00	9,150.00	95,187.00	8.8
10032		Supp Health Insurance	0.00	0.00	0.00	0.00	0
10033		Employee Life Insurance	369.90	369.90	9.00	360.90	2.4
10035		Management Life Insurance	510.00	510.00	38.48	471.52	7.5
10040		Worker's Compensation	37,352.00	37,352.00	3,313.50	34,038.50	8.9
			620,179.90	**620,179.90**	**53,077.93**	**567,101.97**	
Services & Supplies							
20110		Clothing	750.00	750.00	0.00	750.00	0
20121		Communications	3,200.00	3,200.00	200.04	2,999.96	6.3
20140		Household Expense	5,709.00	5,709.00	61.72	5,647.28	1.1
20150		Insurance-Office	3,600.00	3,600.00	0.00	3,600.00	0
20151		Liability Insurance	0.00	0.00	0.00	0.00	0
20152		Vehicle Insurance	3,200.00	3,200.00	0.00	3,200.00	0
20155		Liability Insurance	2,500.00	2,500.00	0.00	2,500.00	0
20170		Maintenance-Equipment	500.00	500.00	0.00	500.00	0
20171		Maintenance-Vehicles	2,000.00	2,000.00	0.00	2,000.00	0
20175		Maintenance-Computers	3,400.00	3,400.00	0.00	3,400.00	0
20180		Maint-Structures/Improvements & TS Maint	2,000.00	2,000.00	650.00	1,350.00	32.5
20180	053	Maintenance of Structures	0.00	0.00	0.00	0.00	0
20200		Memberships	7,800.00	7,800.00	6,000.00	1,800.00	76.9
20221		Printing	500.00	500.00	42.20	457.80	8.4
20221	053	Printing - DOC Grant Oil 09/10	0.00	0.00	0.00	0.00	0
20221	054	Printing - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20221	055	Printing	0.00	0.00	0.00	0.00	0
20221	056	Printing - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20221	057	Printing - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20221	058	Printing	0.00	0.00	0.00	0.00	0
20221	059	Printing	0.00	0.00	0.00	0.00	0
20221	060	Printing-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20221	061	Printing-Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20221	062	Printing-Oil Grant 15/16	0.00	0.00	0.00	0.00	0
20221	063	Printing - Oil Grant 16/17	500.00	500.00	0.00	500.00	0
20221	064	Printing Oil Grant 17/18	500.00	500.00	0.00	500.00	0
20221	065	Printing - DOC 14/15	0.00	0.00	0.00	0.00	0
20221	066	Printing - DOC Grant 16/17	3,000.00	3,000.00	0.00	3,000.00	0
20221	067	Printing-DOC Grant 12/13	0.00	0.00	0.00	0.00	0

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20221	068	Printing- DOC 13/14	0.00	0.00	0.00	0.00	0
20221	069	Printing - DOC Grant 17/18	3,000.00	3,000.00	0.00	3,000.00	0
20221	074	Printing - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20221	075	Printing - Oil Grant 14/15	0.00	0.00	0.00	0.00	0
20221	079	Printing - DOC Grant 15/16	0.00	0.00	0.00	0.00	0
20223		Postage	1,000.00	1,000.00	65.67	934.33	6.6
20224		Office Supplies	6,800.00	6,800.00	0.00	6,800.00	0
20227		Books/Subscriptions	175.00	175.00	0.00	175.00	0
20230		Prof Serv-Co/City	10,000.00	10,000.00	31.35	9,968.65	0.3
20230	070	Prof Serv-Model Contract	0.00	0.00	0.00	0.00	0
20231		Prof Serv	70,749.81	70,749.81	1,500.00	69,249.81	2.1
20231	053	Prof Serv-DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20231	055	Professional Services	0.00	0.00	0.00	0.00	0
20231	058	Professional Services	0.00	0.00	0.00	0.00	0
20231	059	Professional Services	0.00	0.00	0.00	0.00	0
20231	060	Prof Serv-Beverage Container Grant-6	0.00	0.00	0.00	0.00	0
20231	064	Professional Services - HD 16C	0.00	0.00	0.00	0.00	0
20231	066	Prof Services - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20231	067	Prof Svcs-DOC Grant 07/08	0.00	0.00	0.00	0.00	0
20231	068	Prof Svcs-Beverage Container Grant-6	0.00	0.00	0.00	0.00	0
20231	069	Prof Svcs-Beverage Container Grant 7	0.00	0.00	0.00	0.00	0
20231	070	Professional Services - USFS Cleanup Gra	8,400.00	8,400.00	0.00	8,400.00	0
20231	078	Professional Services	0.00	0.00	0.00	0.00	0
20232		Prof Svcs-Well Monitoring	20,000.00	20,000.00	0.00	20,000.00	0
20232	001	Prof Svcs-LEA	0.00	0.00	0.00	0.00	0
20232	002	Data Processing - Software	1,500.00	1,500.00	2,521.00	-1,021.00	168.1
20233		Audit	10,000.00	10,000.00	0.00	10,000.00	0
20234		Legal Counsel	10,000.00	10,000.00	0.00	10,000.00	0
20235		Treasurer	8,000.00	8,000.00	0.00	8,000.00	0
20236		Security	2,000.00	2,000.00	0.00	2,000.00	0
20237		Credit Card Service Fees	15,500.00	15,500.00	0.00	15,500.00	0
20238		TS Collection	25,000.00	25,000.00	0.00	25,000.00	0
20239		Transfer Station Operations	1,952,536.00	1,952,536.00	0.00	1,952,536.00	0
20239	001	Post Closure Maintenance	10,000.00	10,000.00	0.00	10,000.00	0
20240		Advertising/Publications	3,000.00	3,000.00	500.00	2,500.00	16.7
20240	053	Advertising - DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20240	054	Advertising - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20240	055	Advertising	0.00	0.00	0.00	0.00	0
20240	056	Advertising - Oil grant 10/11	0.00	0.00	0.00	0.00	0
20240	057	Advertising - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20240	059	Advertising	0.00	0.00	0.00	0.00	0
20240	060	Advertising Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20240	061	Advertising Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20240	062	Advertising-Oil Grant 15/16	0.00	0.00	0.00	0.00	0
20240	063	Advertising - Oil Grant 16/17	3,000.00	3,000.00	0.00	3,000.00	0
20240	064	Advertising - Oil Grant 17/18	2,000.00	2,000.00	0.00	2,000.00	0

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Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20240	065	Advertising - DOC 14/15	0.00	0.00	0.00	0.00	0
20240	066	Advertising - DOC Grant 16/17	1,116.00	1,116.00	0.00	1,116.00	0
20240	067	Advertising- DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20240	068	Advertising - DOC 13/14	0.00	0.00	0.00	0.00	0
20240	069	Advertising - DOC Grant 17/18	3,000.00	3,000.00	0.00	3,000.00	0
20240	074	Advertising - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20240	075	Advertising - Oil Grant 14/15	0.00	0.00	0.00	0.00	0
20240	078	Advertising	0.00	0.00	0.00	0.00	0
20240	079	Advertising - DOC Grant 15/16	0.00	0.00	0.00	0.00	0
20250		Lease of Equipment	2,500.00	2,500.00	142.02	2,357.98	5.7
20250	070	Lease of Equipment - USFS Cleanup Grant	2,500.00	2,500.00	0.00	2,500.00	0
20251		Lease - Gasquet Transfer Station	680.00	680.00	0.00	680.00	0
20260		Rent-Office	0.00	0.00	0.00	0.00	0
20269		Lease Payment - Card Machine	0.00	0.00	0.00	0.00	0
20270		Minor Equipment	3,000.00	3,000.00	0.00	3,000.00	0
20270	059	Minor Equipment	0.00	0.00	0.00	0.00	0
20275		Small Tools	750.00	750.00	0.00	750.00	0
20275	059	Small Tools	0.00	0.00	0.00	0.00	0
20275	070	Small Tools - USFS Cleanup Grant	2,395.00	2,395.00	0.00	2,395.00	0
20280		Delivery Service	400.00	400.00	0.00	400.00	0
20281		Household Hazardous Waste Event	32,000.00	32,000.00	0.00	32,000.00	0
20283		Community Clean-up	7,000.00	7,000.00	464.58	6,535.42	6.6
20283	070	Community Cleanup - USFS Cleanup Grant	8,000.00	8,000.00	0.00	8,000.00	0
20285		Special Dept Expense	1,500.00	1,500.00	666.68	833.32	44.4
20285	053	Spec Dept Exp - DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20285	054	Spec Dept Exp - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20285	055	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	056	Spec Dept Exp - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20285	057	Spec Dept Exp - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20285	059	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	060	Spec Dept Exp-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20285	061	Special Dept Exp-Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20285	062	Spec Dept Exp-Oil Grant 15/16	0.00	0.00	0.00	0.00	0
20285	063	Spec Dept Exp - Oil Grant 16/17	6,500.00	6,500.00	666.66	5,833.34	10.3
20285	064	Spec Dept Exp - Oil Grant 17/18	6,500.00	6,500.00	0.00	6,500.00	0
20285	065	Spec Dept Exp - DOC 14/15	0.00	0.00	0.00	0.00	0
20285	066	Spec Dept Exp - DOC Grant 16/17	4,500.00	4,500.00	666.66	3,833.34	14.8
20285	067	Spec Dept Exp-DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20285	068	Spec Dept Exp - DOC 13/14	0.00	0.00	0.00	0.00	0
20285	069	Spec Dept Exp - DOC Grant 17/18	4,500.00	4,500.00	0.00	4,500.00	0
20285	070	Spec Dept Exp-Model Contract	0.00	0.00	0.00	0.00	0
20285	074	Spec Dept Exp - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20285	075	Spec Dept Exp - Oil Grant 14/15	0.00	0.00	0.00	0.00	0
20285	078	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	079	Special Dept Exp - DOC Grant 15/16	0.00	0.00	0.00	0.00	0
20286		Cash Over/Under	175.00	175.00	41.08	133.92	23.5

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20287		Recology Del Norte Other Pickups	0.00	0.00	0.00	0.00	0
20287	070	Recology Del Norte Other Pickups - USFS	4,000.00	4,000.00	0.00	4,000.00	0
20288		City Collections	17,000.00	17,000.00	1,243.87	15,756.13	7.3
20290		Travel	3,000.00	3,000.00	0.00	3,000.00	0
20290	053	Travel	0.00	0.00	0.00	0.00	0
20290	054	Travel - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20290	055	Travel & Training	0.00	0.00	0.00	0.00	0
20290	056	Travel - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20290	057	Travel - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20290	058	Travel and Training	0.00	0.00	0.00	0.00	0
20290	059	Travel and Training	0.00	0.00	0.00	0.00	0
20290	060	Travel-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20290	061	Travel - Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20290	062	Travel-Oil Grant - 15/16	0.00	0.00	0.00	0.00	0
20290	063	Travel & Training - Oil Grant 16/17	2,500.00	2,500.00	0.00	2,500.00	0
20290	064	Travel Oil Grant 17/18	2,500.00	2,500.00	0.00	2,500.00	0
20290	065	Travel & Training - DOC 14/15	0.00	0.00	0.00	0.00	0
20290	066	Travel & Training - DOC Grant 16/17	4,500.00	4,500.00	0.00	4,500.00	0
20290	067	Travel DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20290	068	Travel - DOC 13/14	0.00	0.00	0.00	0.00	0
20290	069	Travel - DOC Grant 17/18	4,500.00	4,500.00	0.00	4,500.00	0
20290	070	Travel - USFS Cleanup Grant	400.00	400.00	0.00	400.00	0
20290	074	Travel - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20290	075	Travel - Oil Grant 14/15	0.00	0.00	0.00	0.00	0
20290	078	Travel and Training	0.00	0.00	0.00	0.00	0
20290	079	Travel - DOC Grant 15/16	0.00	0.00	0.00	0.00	0
20291		Commissioner Expense	0.00	0.00	0.00	0.00	0
20297		Vehicle Fuel	1,200.00	1,200.00	22.73	1,177.27	1.9
20300		Utilities	0.00	0.00	0.00	0.00	0
20301		State Fees	31,000.00	31,000.00	0.00	31,000.00	0
			2,359,435.81	**2,359,435.81**	**15,486.26**	**2,343,949.55**	

Other Charges

30420		Interest Payments	0.00	0.00	0.00	0.00	0
30440		Transfer Station Loan Pymts-Interest	0.00	0.00	0.00	0.00	0
30490		Depreciation Expense	91,715.00	91,715.00	0.00	91,715.00	0
30500		Department Allotment	0.00	0.00	0.00	0.00	0
			91,715.00	**91,715.00**	**0.00**	**91,715.00**	

Fixed Assets

40610	059	Construction	0.00	0.00	0.00	0.00	0
40610	200	Transfer Station Construction	0.00	0.00	0.00	0.00	0
40620	059	Equipment	0.00	0.00	0.00	0.00	0
40620	200	Transfer Station Construction	0.00	0.00	0.00	0.00	0
40620	300	Resource Recovery Park Development	0.00	0.00	0.00	0.00	0

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Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
40620	400	Computer Equipment	0.00	0.00	0.00	0.00	0
40620	500	Equipment	0.00	0.00	0.00	0.00	0
40620	600	Vehicle	0.00	0.00	0.00	0.00	0
			0.00	**0.00**	**0.00**	**0.00**	
Intra/Inter Fund Tranfers							
70530	025	Interfund-Repayment to County	201,515.00	201,515.00	0.00	201,515.00	0
70530	199	Interfund-Cost Plan	76,906.00	76,906.00	0.00	76,906.00	0
70800		ARC Payment OPEB	163,456.00	163,456.00	0.00	163,456.00	0
70910		Op. Transfer Out	0.00	0.00	0.00	0.00	0
70910	123	Op Trans Out Bad Check Fee	0.00	0.00	0.00	0.00	0
			441,877.00	**441,877.00**	**0.00**	**441,877.00**	
Other Charges							
81000		Contingency	10,000.00	10,000.00	0.00	10,000.00	0
			10,000.00	**10,000.00**	**0.00**	**10,000.00**	
		Total Expenditures	**3,523,207.71**	**3,523,207.71**	**68,564.19**	**3,454,643.52**	
Revenues							
90153		Franchise Fees	-276,183.00	-276,183.00	0.00	-276,183.00	0
90210		Code Enforcement	0.00	0.00	0.00	0.00	0
90300		Interest - Solid Waste	-3,500.00	-3,500.00	0.00	-3,500.00	0
90301		Late Payment Fee	0.00	0.00	0.00	0.00	0
90650	054	Oil Grant 09/10	0.00	0.00	0.00	0.00	0
90650	055	HD 18F Grant	0.00	0.00	0.00	0.00	0
90650	056	Oil Grant 10/11	0.00	0.00	0.00	0.00	0
90650	058	HHW Grant	0.00	0.00	0.00	0.00	0
90650	059	HHW Grant	0.00	0.00	0.00	0.00	0
90650	060	Oil Grant 12/13	0.00	0.00	0.00	0.00	0
90650	061	Oil Grant 13/14	0.00	0.00	0.00	0.00	0
90650	062	Oil Grant 15/16	0.00	0.00	0.00	0.00	0
90650	063	Oil Grant 16/17	0.00	0.00	0.00	0.00	0
90650	064	Oil Grant 17/18	-15,000.00	-15,000.00	0.00	-15,000.00	0
90650	066	DOC Grant 16/17	0.00	0.00	0.00	0.00	0
90650	069	DOC Grant 17/18	-15,000.00	-15,000.00	0.00	-15,000.00	0
90650	070	USFS Cleanup Grant	-31,639.00	-31,639.00	0.00	-31,639.00	0
90650	074	Oil Grant - 11/12	0.00	0.00	0.00	0.00	0
90650	075	Oil Grant - 14/15	0.00	0.00	0.00	0.00	0
90650	078	HD 16F Grant	0.00	0.00	0.00	0.00	0
90650	079	DOC Grant 15/16	0.00	0.00	0.00	0.00	0
90830		Closure/Post Closure Fee	0.00	0.00	0.00	0.00	0
91001		Tipping Fees	0.00	0.00	0.00	0.00	0
91002		Resource Recovery Infrastructure Fee	0.00	0.00	0.00	0.00	0
91003		Gate Tipping Fees	-2,071,439.21	-2,071,439.21	-41,417.31	-2,030,021.90	2.0
91003	099	Gate Tipping Fees - Prior Yr	0.00	0.00	0.00	0.00	0

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
91004		Authority Service Fees	-1,109,846.50	-1,109,846.50	-28,725.75	-1,081,120.75	2.6
91004	**099**	**DNSWMA Tipping Fees - Prior Yr**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91070		Operating Transfer In (from 608)	0.00	0.00	0.00	0.00	0
91070	**025**	**Op Tran in from County (Loan)**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91075	025	Op Transfer in from County	0.00	0.00	0.00	0.00	0
91121		**Misc Reimbursements**	**-500.00**	**-500.00**	**0.00**	**-500.00**	**0**
91121	123	Bad Check Fee Reimb	-100.00	-100.00	0.00	-100.00	0
91122		**Insurance Recovery**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91124		Misc Revenue	0.00	0.00	0.00	0.00	0
91129	**053**	**Doc Grant 09/10**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91129	057	DOC Grant 10/11	0.00	0.00	0.00	0.00	0
91129	**065**	**DOC Grant 14/15**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91129	066	DOC Grant 08/09	0.00	0.00	0.00	0.00	0
91129	**067**	**DOC Grant - 12/13**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91129	068	DOC Grant 13/14	0.00	0.00	0.00	0.00	0
91129	**069**	**DOC Grant 11/12**	**0.00**	**0.00**	**0.00**	**0.00**	**0**
91130		Construction Loan	0.00	0.00	0.00	0.00	0
			-3,523,207.71	**-3,523,207.71**	**-70,143.06**	**-3,453,064.65**	
		Net Cost	**0.00**	**0.00**	**-1,578.87**	**1,578.87**	

CLAIMS APPROVED BY THE DIRECTOR

Del Norte Solid Waste Management Authority

Claims for July 2017

Date Paid	Paid to:	Budget	Amt. Paid	Description	Claim #
7/5/2017	Butcher, Andrew	20231	$ 750.00	INV 2283 IT Services July 2017	7933
7/7/2017	DN County Auditor	20237	$ 1,679.86	Debit/Credit Mo. Lease June 2017	Interdepartmental
7/12/2017	Taylor, Richard D	20235	$ 760.00	STMT 06/17 Treasurer/Controller Services	7934
7/12/2017	Del Norte County Roads Department	20239-001	$ 242.77	INV 15012 Clean Washout at Landfill 12/16	Interdepartmental
7/12/2017	Hi-Tech Security	20236	$ 162.00	INV 17-06409 Repair front door sensor	7935
	Hi-Tech Security	20236	$ 343.93	INV 17-06408 Replace security camera	
7/12/2017	Del Norte County	70530-025	$ 161,657.39	Sub Lease 08/01/17	Interdepartmental
7/12/2017	RCRC Environmental Services JPA	20200	$ 6,000.00	INV 0000033-IN ESJPA Member Dues 2017-18	7936
7/13/2017	Spartan Sports	20240	$ 200.00	INV 412-64 Redwood Coast Jr. Rodeo T-shirt Ad	7937
7/13/2017	Quill	20224	$ 233.26	INV 7937448 Canon gpr-40blk tnr cartridge, LBP3580	7938
	Quill	20140	$ 21.90	INV 7925537 Ambitex gloves, nitrile pf, lg, 3 bx.	
	Quill	20140	$ 19.29	INV 7925537 Purell Naturals hand sntzr 8oz, 6	
7/13/2017	G.H. Outreach	20285	$ 125.00	INV 634683 June 2017 Recycling Services	7939
7/13/2017	The Triplicate	20240	$ 75.25	INV 2387478 06/17/17 Notice of Public Hearing	7940
	The Triplicate	20240	$ 76.75	INV 2387478 06/15/17 Notice of Public Hearing	
7/13/2017	Curry Transfer Roto-Rooter	20140	$ 160.18	INV 65824254 KTS PortaPotty June 2017	7941
	Curry Transfer Roto-Rooter	20140	$ 160.18	INV 65824253 GTS PortaPotty June 2017	
7/13/2017	Recology Del Norte	20238	$ 1,861.60	INV 1917 Klamath Beach Rd 06/17 bin pull	7942
	Recology Del Norte	20238	$ 807.98	INV 1916 Old Gasquet Toll Rd 06/17 bin pull	
7/13/2017	Hambro/Waste Solutions	20239	$ 199,060.71	INV 2017-06 Material Management June 2017	7943
7/14/2017	U S Bank Corp P S	20290	$ 149.00	ORD 20-26537678 Seminar How to Use QuickBooks	7944
	U S Bank Corp P S	20224	$ 33.07	ORD 113-4282317-7972265 Color Copy/Laser Paper	
	U S Bank Corp P S	20224	$ 79.95	ORD 113-4351729-2905009 Isokinetics fitness ball chair	
	U S Bank Corp P S	20175	$ 26.88	TR 07181 Speaker 009785506246S	
	U S Bank Corp P S	20175	$ 43.96	ORD 312786635 New Logitech M570 wireless trackball	
	U S Bank Corp P S	20175	$ 507.76	ORD 1204430821 Refurbished Acer Aspire R5-571T-57Z0	
7/14/2017	Butcher, Andrew	20231	$ 750.00	INV 2297 IT Services August 2017	7945
7/14/2017	Black & Rice LLP	20234	$ 476.25	Statement for June 2017 Legal Fees	7946
7/14/2017	41st District Agricultural Association	20285	$ 666.68	INV 6/30/17 2017 Del Norte County Fair Day Sponsor	7947
	41st District Agricultural Association	20285-066	$ 666.66	INV 6/30/17 2017 Del Norte County Fair Day Sponsor	
	41st District Agricultural Association	20285-063	$ 666.66	INV 6/30/17 2017 Del Norte County Fair Day Sponsor	
7/14/2017	Del Norte County Agricultural Department	20285	$ 500.00	Device and Location Fee	Interdepartmental
	Del Norte County Agricultural Department	20230	$ 24.00	Administrative Fee	
7/14/2017	Merle Helstowski Signs	20180	$ 650.00	Invoice for price update signage at TS, KTS, GTS	7948
7/17/2017	DN County Auditor	20297	$ 22.73	C Renner Fuel Charges 07/01-07/15/17	Interdepartmental
7/18/2017	United States Cellular	20121	$ 93.30	INV 0199903654 - 07/04-08/03/17 Cell Service	7949
7/18/2017	Canon Financial Services, Inc.	20221	$ 41.62	INV 17553427 Printing charges June 2017	7950
	Canon Financial Services, Inc.	20250	$ 142.02	INV 17553427 Contract rental charges July 2017	
7/18/2017	Lawrence & Associates	20231	$ 3,368.00	INV 24457 PRO 015063.00 May 2017	7951
7/18/2017	Mission Linen Supply	20140	$ 30.86	INV 505343759 linen service 07/18/17	7952
	Mission Linen Supply	20140	$ 30.86	INV 505250129 linen service 07/05/17	
7/24/2017	Del Norte County IT Department	20230	$ 31.35	INV 21553 Labor, Board Meeting 07/18/17	Interdepartmental
7/25/2017	KFUG Radio	20240	$ 500.00	INV 07/22/17-8 Underwriting Jul-Dec 2017	7953
7/25/2017	Recology Del Norte	20288	$ 987.53	BILL 05131024 1001 Front St. - Cultural Center	7954
	Recology Del Norte	20283	$ 464.58	BILL 05131040 500 Cooper Ave. - County Yard	
	Recology Del Norte	20288	$ 256.34	BILL 05131057 900 Tenth St. - City Yard	
7/31/2017	Crescent Ace Hardware	20224	$ 26.85	INV 672871 Calculator 10digit dskto 2	7955
	Crescent Ace Hardware	20171	$ 2.69	INV 671290 14.5"Black Standard Duty 25PK	
	Crescent Ace Hardware	20171	$ 1.92	INV 671290 Clamp 1-9/16"TO2-1/2"SS	
	Crescent Ace Hardware	20171	$ 1.92	INV 671290 Bolt U 1/4"X1-3/8"X3.31	
	Crescent Ace Hardware	20239-001	$ 16.11	INV 670306 Energzr Max Batt D CD8	
7/31/2017	U S Bank Corp P S	20285-062	$ 878.97	ORDER SO7240470 Oil Filter Wrench, Adjustable	7956
	U S Bank Corp P S	20232-002	$ 243.89	AP8270897 Web Hosting 06/25/17-06/25/18	
	U S Bank Corp P S	20275	$ 633.25	ORDER 316572915 Asus P3B Portable LED Projector	
	TOTAL		$ 387,413.71		

2.3

DNSWMA
GRAND TOTALS
July 2017

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	**33.47%**	
DNCTS Cash Total	40,652.09	20,451.31	*61,103.40*
DNCTS Charge Total	139,434.05	70,146.67	*209,580.72*
DNCTS Credit/Debit	26,940.37	13,553.20	*40,493.57*
DNCTS Adjustment	-1,947.31	1,947.31	*0.00*
DNCTS Totals	205,079.21	106,098.48	*311,177.69*
Klamath Cash Total		6,084.59	*6,084.59*
Klamath Charge Total		355.45	*355.45*
Klamath Adjustment			
Klamath Totals		6,440.04	*6,440.04*
Gasquet Cash Total		2,843.80	*2,843.80*
Gasquet Charge Total		0.00	*0.00*
Gasquet Adjustment			
Gasquet Totals		2,843.80	*2,843.80*
GRAND TOTALS	***205,079.21***	***115,382.32***	***320,461.53***

2.4

DAILY TICKET REPORT						
DNSWMA TRANSFER STATION						
MONTH: July 2017						
Date	BEGIN	END	VOIDED TICKETS	TICKET COUNT		
1	948569	948816		**248**		
2	948817	949025		**209**		
3	949026	949306		**281**		
4	**CLOSED**					
5	949307	949570		**264**		
6	949571	949810	2	**238**		
7	949811	950053		**243**		
8	950054	950318	3	**262**		
9	950319	950547		**229**		
10	950548	950778		**231**		
11	950779	950982	2	**202**		
12	950983	951225	1	**242**		
13	951226	951464	2	**237**		
14	951465	951698		**234**		
15	951699	951948		**250**		
16	951949	952129		**181**		
17	952130	952360		**231**		
18	952361	952583	1	**222**		
19	952584	952808		**225**		
20	952809	953027	1	**218**		
21	953028	953248	1	**220**		
22	953249	953449		**201**		
23	953450	953633		**184**		High
24	953634	953904	1	**270**		281
25	953905	954151	2	**245**		
26	954152	954371		**220**		Low
27	954372	954576		**205**		181
28	954577	954795	1	**218**		
29	954796	954982		**187**		Daily Ave.
30	954983	955193		**211**		227
31	955194	955405	1	**211**		
TOTAL			**18**	**6819**		

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: JULY 2017

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	AmExp	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total	
1	$ 2,004.37	$ 331.49	$ 2,335.86	$ 1,222.53	$ 66.91			$ 1,289.44	$ 1,658.72	$ 5,284.02	$ 1,554.05	$ 781.81	$12.85	$ 2,348.71	
2	$ 1,636.72	$ 34.65	$ 1,671.37	$ 1,245.70	$ 8.91		$ 34.16	$ 1,288.77	$ 1,692.54	$ 4,652.68	$ 1,111.96	$ 559.41	($5.39)	$ 1,665.98	
3	$ 2,074.05	$1,022.92	$ 3,096.97	$ 1,224.11	$ 60.03			$ 1,284.14	$ 10,133.29	$ 14,514.40	$ 2,060.41	$ 1,036.56	$0.02	$ 3,096.99	
4	CLOSED		$ -					$ -		$ -	$ -	$ -		$ -	
5	$ 1,802.59	$1,344.18	$ 3,146.77	$ 1,215.60	$ 28.92	$ 47.79	$ 50.49	$ 1,342.80	$ 10,931.48	$ 15,421.05	$ 2,093.55	$ 1,053.22	($0.07)	$ 3,146.70	
6	$ 2,116.14	$ 206.52	$ 2,322.66	$ 1,157.23	$ 103.64			$ 1,260.87	$ 11,733.80	$ 15,317.33	$ 1,545.27	$ 777.39	$0.40	$ 2,323.06	
7	$ 1,969.68	$ 231.05	$ 2,200.73	$ 729.84	$ 25.25	$ 13.12	$ 35.64	$ 803.85	$ 9,204.45	$ 12,209.03	$ 1,464.15	$ 736.58	($64.35)	$ 2,136.38	Oil paid out $4.00
8	$ 2,652.04	$ 581.62	$ 3,233.66	$ 952.53	$ 32.18	$ 13.12	$ 19.38	$ 1,017.21	$ 7,922.78	$ 12,173.65	$ 2,151.35	$ 1,082.31	($2.28)	$ 3,231.38	
9	$ 2,046.52	$ 370.74	$ 2,417.26	$ 1,643.87	$ 78.71		$ 34.16	$ 1,756.74	$ 791.22	$ 4,965.22	$ 1,608.20	$ 809.06	$1.34	$ 2,418.60	
10	$ 2,138.92	$ 92.10	$ 2,231.02	$ 1,436.02	$ 40.29			$ 1,476.31	$ 9,335.16	$ 13,042.49	$ 1,484.30	$ 746.72	$10.18	$ 2,241.20	
11	$ 1,769.20	$ 55.03	$ 1,824.23	$ 1,332.76	$ 60.90	$ 9.85		$ 1,403.51	$ 11,478.90	$ 14,706.64	$ 1,213.66	$ 610.57	$0.02	$ 1,824.25	
12	$ 1,634.21	$ 251.50	$ 1,885.71	$ 1,630.12	$ 28.29	$ 103.96		$ 1,762.37	$ 6,597.88	$ 10,245.96	$ 1,254.56	$ 631.15	$15.75	$ 1,901.46	
13	$ 1,554.13	$ 254.60	$ 1,808.73	$ 1,468.65	$ 205.01		$ 35.15	$ 1,708.81	$ 9,270.53	$ 12,788.07	$ 1,203.35	$ 605.38	$0.26	$ 1,808.99	
14	$ 1,771.92	$ 175.43	$ 1,947.35	$ 2,015.99	$ 207.05	$ 77.94		$ 2,300.98	$ 8,374.58	$ 12,622.91	$ 1,295.57	$ 651.78	($4.21)	$ 1,943.14	
15	$ 2,378.76	$ 180.45	$ 2,559.21	$ 1,870.47	$ 41.58	$ 25.25		$ 1,937.30	$ 737.98	$ 5,234.49	$ 1,702.64	$ 856.57	$0.19	$ 2,559.40	
16	$ 1,397.99	$ 57.59	$ 1,455.58	$ 1,263.23				$ 1,263.23	$ 1,597.37	$ 4,316.18	$ 968.40	$ 487.18	($0.52)	$ 1,455.06	
17	$ 1,388.35	$ 182.18	$ 1,570.53	$ 807.59	$ 35.53	$ 25.25	$ 7.50	$ 875.87	$ 9,231.50	$ 11,677.90	$ 1,044.87	$ 525.66	($0.16)	$ 1,570.37	
18	$ 1,580.60	$ 80.73	$ 1,661.33	$ 1,168.58	$ 89.11			$ 1,257.69	$ 11,885.07	$ 14,804.09	$ 1,105.28	$ 556.05	$0.44	$ 1,661.77	
19	$ 1,690.55	$ 175.32	$ 1,865.87	$ 919.49	$ 15.00			$ 934.49	$ 6,871.34	$ 9,671.70	$ 1,241.36	$ 624.51	($9.40)	$ 1,856.47	
20	$ 1,438.19	$ 327.76	$ 1,765.95	$ 969.82	$ 209.42			$ 1,179.24	$ 9,710.14	$ 12,655.33	$ 1,174.89	$ 591.06	$0.80	$ 1,766.75	
21	$ 1,474.72	$ 276.74	$ 1,751.46	$ 1,240.47	$ 10.40			$ 1,250.87	$ 8,987.45	$ 11,989.78	$ 1,165.25	$ 586.21	$0.83	$ 1,752.29	
22	$ 1,872.96	$ 177.44	$ 2,050.40	$ 1,163.85	$ 310.38			$ 1,474.23	$ 454.21	$ 3,978.84	$ 1,364.13	$ 686.27	$1.59	$ 2,051.99	
23	$ 1,592.50	$ 92.49	$ 1,684.99	$ 1,024.88	$ 7.50	$ 7.50		$ 1,039.88	$ 864.39	$ 3,589.26	$ 1,121.02	$ 563.97	$0.09	$ 1,685.08	
24	$ 2,057.97	$ 136.77	$ 2,194.74	$ 1,812.01	$ 191.65		$ 28.67	$ 2,032.33	$ 10,464.19	$ 14,691.26	$ 1,460.16	$ 734.58	$0.25	$ 2,194.99	
25	$ 1,507.98	$ 624.26	$ 2,132.24	$ 927.14	$ 7.50	$ 92.07		$ 1,026.71	$ 12,839.65	$ 15,998.60	$ 1,418.58	$ 713.66	$3.09	$ 2,135.33	
26	$ 1,237.06	$ 486.57	$ 1,723.63	$ 1,110.41	$ 254.17		$ 50.50	$ 1,415.08	$ 6,998.67	$ 10,137.38	$ 1,146.73	$ 576.90	$1.00	$ 1,724.63	
27	$ 1,518.49	$ 268.86	$ 1,787.35	$ 1,350.84	$ 22.28			$ 1,373.12	$ 10,075.53	$ 13,236.00	$ 1,189.12	$ 598.23	($8.01)	$ 1,779.34	
28	$ 1,549.28	$ 108.54	$ 1,657.82	$ 1,033.87	$ 26.88	$ 51.98	$ 117.32	$ 1,230.05	$ 7,792.53	$ 10,680.40	$ 1,102.95	$ 554.87	($11.03)	$ 1,646.79	
29	$ 1,605.12	$ 185.40	$ 1,790.52	$ 1,007.86	$ 20.79			$ 1,028.65	$ 139.60	$ 2,958.77	$ 1,191.23	$ 599.29	$0.28	$ 1,790.80	
30	$ 1,481.53	$ 234.73	$ 1,716.26	$ 1,125.83	$ 22.28	$ 11.88		$ 1,159.99	$ 1,196.35	$ 4,072.60	$ 1,141.83	$ 574.43	$0.08	$ 1,716.34	
31	$ 1,341.81	$ 271.39	$ 1,613.20	$ 1,035.20	$ 261.56	$ 22.28		$ 1,319.04	$ 10,609.42	$ 13,541.66	$ 1,073.26	$ 539.94	8.37	$ 1,621.57	
								$ -							
TOTALS	$ 52,284.35	$8,819.05	$ 61,103.40	$ 37,106.49	$2,472.12	$ 501.99	$412.97	$ 40,493.57	$209,580.72	$ 311,177.69	$40,652.09	$ 20,451.31	$ (47.59)	$ 61,055.81	

DNSWMA
GASQUET TRANSFER STATION - DEPOSITS
July-2017

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets
July 1, 2017	505.47	225.42	730.89	($0.12)	731.01	730.89		730.89	40
July 6, 2017	141.01		141.01		141.01	141.01		141.01	12
July 8, 2017	197.53	83.42	280.95	($0.50)	281.45	280.95		280.95	25
July 13, 2017	94.85	48.35	143.20		143.20	143.20		143.20	11
July 15, 2017	363.62	185.04	548.66	$3.24	545.42	548.66		548.66	29
July 20, 2017	108.61	38.15	146.76	$1.05	145.71	146.76		146.76	15
July 22, 2017	93.70	242.29	335.99		335.99	335.99		335.99	29
July 27, 2017	218.00	9.00	227.00	($0.18)	227.18	227.00		227.00	17
July 29, 2017	262.34	27.00	289.34	($1.94)	291.28	289.34		289.34	28
			0.00			0.00		0.00	
TOTAL	$ 1,985.13	$ 858.67	**$ 2,843.80**	$ 1.55	$ 2,842.25	**$ 2,843.80**	$ -	**$2,843.80**	**206**

	TOTAL SALES (CASH + CHARGE)	
Date	**Thursday**	**Saturday**
July 1, 2017		730.89
July 6, 2017	141.01	
July 8, 2017		280.95
July 13, 2017	143.20	
July 15, 2017		548.66
July 20, 2017	146.76	
July 22, 2017		335.99
July 27, 2017	227.00	
July 29, 2017		289.34
TOTALS	***$657.97***	***$2,185.83***
DAILY AVERAGE	$164.49	$437.17

DNSWMA

KLAMATH TRANSFER STATION - DEPOSITS

July-2017

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets
July 2, 2017	576.78	108.30	685.08	(1.79)	686.87	685.08		685.08	44
July 5, 2017	323.42	37.36	360.78		360.78	360.78	124.79	485.57	18
July 7, 2017	139.23	27.32	166.55	0.25	166.30	166.55		166.55	8
July 9, 2017	552.50	9.00	561.50	3.80	557.70	561.50		561.50	38
July 12, 2017	381.24	98.69	479.93	(0.55)	480.48	479.93	34.03	513.96	24
July 14, 2017	270.73		270.73		270.73	270.73		270.73	8
July 16, 2017	727.20	60.43	787.63	(0.21)	787.84	787.63		787.63	40
July 19, 2017	496.39	42.27	538.66	0.05	538.61	538.66		538.66	27
July 21, 2017	205.49		205.49		205.49	205.49	196.63	402.12	13
July 23, 2017	477.27	15.11	492.38	1.10	491.28	492.38		492.38	35
July 26, 2017	403.87	105.91	509.78		509.78	509.78		509.78	28
July 28, 2017	402.56		402.56	(0.10)	402.66	402.56		402.56	7
July 30, 2017	556.37	67.15	623.52	2.41	621.11	623.52		623.52	40
			0.00			0.00		0.00	
			0.00			0.00		0.00	
TOTAL	$ 5,513.05	$ 571.54	**$ 6,084.59**	$4.96	$ 6,079.63	**$ 6,084.59**	$ 355.45	**$6,440.04**	**330**

	TOTAL SALES (CASH + CHARGE)		
Date	**Wednesday**	**Friday**	**Sunday**
July 2, 2017			685.08
July 5, 2017	485.57		
July 7, 2017		166.55	
July 9, 2017			561.50
July 12, 2017	513.96		
July 14, 2017		270.73	
July 16, 2017			787.63
July 19, 2017	538.66		
July 21, 2017		402.12	
July 23, 2017			492.38
July 26, 2017	509.78		
July 28, 2017		402.56	
July 30, 2017			623.52
TOTALS	***$2,047.97***	***$1,241.96***	***$3,150.11***
DAILY AVERAGE	$511.99	$310.49	$630.02

AUTHORITY REVENUE REPORT July 2017

Source	2016/2017	2017/2018	
Authority	Actual Annual	Budget/Month	
Service Fees	$ 1,114,509.12	$ 92,487.21	$ 1,109,846.50

	Actual/Month	Comparison FY15/16		Actual/Month	Over Budget
July	$ 93,395.01	$ 12,556.47	July	**$ 105,951.48**	$ 13,464.27
August	$ 100,284.45	$ -	August		$ -
September	$ 97,849.58	$ -	September		$ -
October	$ 84,217.04	$ -	October		$ -
November	$ 87,939.87	$ -	November		$ -
December	$ 84,419.61	$ -	December		$ -
January	$ 88,068.76	$ -	January		$ -
February	$ 78,021.83	$ -	February		$ -
March	$ 92,473.84	$ -	March		$ -
April	$ 91,704.52	$ -	April		$ -
May	$ 106,885.70	$ -	May		$ -
June	$ 109,248.91	$ -	June		$ -
Total	$ 1,114,509.12	$ 12,556.47	Total	**$ 105,951.48**	$ 13,464.27
		Over last year			Over Budget

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AUTHORITY REVENUE REPORT **July 2017**

Source **2016/2017**

Franchise Fee Actual Annual

	Actual/Month	Comparison FY 16/17
July	**$ 24,594.00**	$ (821.00)
August	**$ 22,628.00**	$ -
September	**$ 24,003.00**	$ -
October	**$ 22,699.00**	$ -
November	**$ 21,921.00**	$ -
December	**$ 22,566.00**	$ -
January	**$ 20,591.00**	$ -
February	**$ 22,030.00**	$ -
March	**$ 21,197.00**	$ -
April	**$ 22,923.00**	$ -
May	**$ 23,040.00**	$ -
June	**$ 23,586.00**	$ -
Total	**$ 271,778.00**	$ (821.00)
		(Under) last year

2017/2018

Budget/Month	Budget/Year
$ 23,015.25	$ 276,183.00

	Actual/Month	Over/(Under) Budget
July	**$ 23,773.00**	$ 757.75
August		$ -
September		$ -
October		$ -
November		$ -
December		$ -
January		$ -
February		$ -
March		$ -
April		$ -
May		$ -
June		$ -
Total	**$ 23,773.00**	$ 757.75
		Over Budget

LAWRENCE
& ASSOCIATES
ENGINEERS & GEOLOGISTS

015063.00

FIRST-HALF 2017
WATER-QUALITY MONITORING REPORT
FOR
CRESCENT CITY LANDFILL

JULY 31, 2017

CERTIFIED HYDROGEOLOGIST
BONNIE E. LAMPLEY
No. HG625
STATE OF CALIFORNIA

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3.1

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Attachments

A. Field data & laboratory sheets
B. Time-series graphs – general parameters

INTRODUCTION

This document presents the first-half 2017 water-quality monitoring report for the Crescent City Landfill (Landfill), Del Norte County, California (**Figures 1** and **2**). Lawrence & Associates (L&A) prepared this report at the request of the Del Norte Solid Waste Management Authority (DNSWMA), a joint powers authority of the County of Del Norte and the only incorporated city, Crescent City. The Authority has administrative responsibility for the Crescent City Landfill, including environmental monitoring, reporting, and compliance, though the landfill and landfill property are owned by the County of Del Norte.

The Landfill, which was closed in March 2005, is monitored under Waste Discharge Requirements (WDR) Order No. 97-90, issued by the North Coast Regional Water Quality Control Board (NCRWQCB) on September 25, 1997.

In anticipation of updating the WDR, the DNSWMA proposed updates to the Monitoring & Reporting Program (MRP). To that end, L&A prepared a report (MRP Update Report) summarizing the landfill history and operations, describing the hydrogeology of the site in detail, and interpreting the historical water-quality data, and proposing changes to the MRP.[1]

On September 16, 2016, the NCRWQCB issued a letter reducing the Threat/Complexity (T/C) Rating for the Landfill from 1A to 2A. The letter stated the following:

> "Specifically, to maintain a 2A rating, you must continue to monitor the two nearest domestic wells, identified as 110-140-24 and 110-149-16, twice a year at the same time as the SWDS sampling. Analytes shall include, at a minimum, the general chemistry and field parameters required at the SWDS monitoring wells and volatile organic compounds U.S. EPA Method 8260, including oxygenates. Data from these wells shall be included in the regular monitoring reports. Other monitoring points may be proposed to replace sampling at the domestic wells, but are subject to review and approval by the Executive Officer of the Regional Water Board."

DNSWMA staff has contacted the owners of the above-described wells to obtain permission to sample, but the owners declined to give permission.

Based on the analysis herein and the MRP Update Report, it is neither clear whether an additional downgradient well is necessary at this time nor where one should be located. The location of new downgradient wells may depend, in part, on the results of the residential well sampling, and on the continued monitoring of the E-4 well pair. In the MRP Update Report, we recommended evaluating the need and/or location for a new downgradient well in six months, after one more sampling event for the E-4 pair and sampling of the residential wells. The E-4 well pair was not

[1] L&A, January 13, 2016, *Proposed Updates to Monitoring & Reporting Program for Crescent City Landfill.*

sampled in either of the 2016 events, but was sampled in the first-half 2017 event. The need for a new downgradient well is discussed herein, based on the results from the first-half 2017 sampling. We also recommend sampling the above-described residential wells, although we understand from DNSWMA staff that the residents have indicated they do not wish to participate in any further monitoring of their wells.

SUMMARY

GROUNDWATER GRADIENT AND MOVEMENT

Figures 2 and **3** shows groundwater elevation contour maps for January 24, 2017, for the Dune (shallow) and Battery (deep) aquifers, respectively. The direction of the groundwater gradient is similar in both aquifers, generally ranging from east to southeast at magnitudes ranging from 0.007 to 0.021 feet/foot. The exception to the overall gradient direction and magnitude is at the northeastern corner of the landfill in the deep aquifer. In this area, the gradient steepens to approximately 0.060 feet/foot towards the northeast. All gradients are similar to previous periods.

GENERAL WATER QUALITY

First-quarter 2017 water-quality monitoring was performed by DNSWMA per WDR Order No. 97-90.

Two volatile organic compounds (VOC) were detected in first-half 2017 – 0.5 µg/L of methyl tert-butyl ether (MTBE) in E-1 Shallow and 1.7 µg/L of toluene in SM-7 Shallow. Previously, MTBE was detected in E-1 at 1 µg/L (March 2014). During that same sampling event, 23 µg/L of tert-butyl alcohol (TBA) and 3.9 µg/L of acetone also were detected in E-1. The latter two compounds have not been detected in E-1-SH since 2014.

The current detection of toluene in SM-7, a background well, represents the second time a VOC has been detected in this well. The previous detection of hexachloroethane (2009) has been attributed to outside contamination, not landfill influence, as it was detected in several other wells on the same date, at the same concentration.

VOC were not detected in well SM-6, which contained 0.90 µg/L of toluene and 24 µg/L of benzene in the first-half 2016 sampling event (January 2016; it was not sampled in second half 2016 as it was dry). The detections of VOC in SM-6 between 2012 and 2016 were attributed to vandalism. This is supported by the decreasing trend for total dissolved solids (TDS) since closure; if landfill leachate were imparting VOC, TDS would not be expected to be decreasing. TDS is used here as an indicator of the general water quality and level of mineralization. As described in the second-half 2016 report, SM-6 was redeveloped, and the casing was extended and a locking compression cap installed to prevent surface-water inflow and vandalism.

VOC were not detected in the E-4 well pair. Well E-4 Shallow has always been nondetected for VOC. Well E-4 Deep had previous detections, in 2014, of 0.56 µg/L of MTBE and 6.9 µg/L of

TBA. Based on the current results, a new well further downgradient of the E-4 pair does not appear to be warranted at this time. It is imperative, however, that the E-4 pair be sampled during every monitoring event, even though they are not officially listed in the WDR. The need for additional wells downgradient of the E-4 pair and upgradient of the nearest residences should continue to be evaluated after every sampling event, for the foreseeable future.

Wells downgradient of the Landfill and between the Landfill and the residential area show decreasing trends for TDS since Landfill closure. The E-3 pair, W-6E, W-6W, and SM-6 all show statistically significant decreasing trends in TDS since closure (*ibid.*). The E-1 pair shows decreasing trends in TDS, although not statistically significant. Most of these wells have not shown VOC detections for at least the last six years. VOC have never been detected in W-6E; VOC have not been detected in W-6W since 2001.

The only increasing trend in TDS is in crossgradient well W-2, and it is unusual, in that there is not a correlative increase in TDS in any of the downgradient wells. If the increase in TDS in W-2 was attributable to significant leachate migrating to groundwater over such a long period (almost 30 years), it would be expected that the downgradient wells would be showing increasing trends. All downgradient wells, however, are showing decreasing trends. Landfill-gas migration also does not appear to be causing this increase, as no other wells show a similar trend. The video survey of W-2, conducted in 2016, did not show damaged casing, but did show that surface-water intrusion has been occurring. L&A staff redeveloped and properly capped W-2 in 2016.

SITE DESCRIPTION

The Landfill is located two miles north of Crescent City, in Del Norte County, on a 166-acre property (**Figure 1**). The property encompasses parcels APN 110-020-08, APN 1120-020-43, and a portion of APN 110-020-69. The property is owned by Del Norte County and zoned as a Public Facility. Current land uses within one mile of the site are recreational, wildlife habitat, agricultural, residential, and industrial. The Landfill mound comprises approximately 23 acres of the 167-acre site.

The landfill property is surrounded on three sides by land owned by the California Department of Parks and Recreation; their holdings include approximately 5,000 acres extending from Old Mill Road to the ocean, less than two miles to the west. There is a residential area consisting of sixteen properties located approximately one quarter to one half mile north-northeast of the Landfill mound (main body of waste; **Figures 2** and **3**).

In 1996, the approximate southern half of the landfill was capped with a 60-mil coextruded geomembrane. In October 2005, the second phase of closure included capping the remaining area with a linear low-density polyethylene (LLDPE) geomembrane. Since 2005, no waste has been disposed at the Landfill.

Since 1997, groundwater-monitoring has been conducted using 17 groundwater monitoring wells, one leachate well, and three surface-water points. Two additional wells, E-4 Shallow and E-4 Deep, have been sampled but are not under MRP 97-90, as they were installed in 2014. Monitoring is conducted by DNSWMA and County staff.

Beginning in at least 1987, evidence of Landfill influence on groundwater and surface-water quality was noted. Impacts consist of periodic detections of organic compounds and elevated mineral constituents. In general, however, water quality has improved since the completion of landfill capping. This was discussed in detail in the MRP Update Report.

METHODS

SAMPLING

DNSWMA staff conducted the groundwater and surface-water sampling per the protocol recommended in a Technical Memorandum prepared in 1996 by Winzler & Kelly, and approved by NCRWQCB staff. Before sampling, the depth to water in each groundwater well was measured to the nearest 0.01 foot with an electronic well sounder.

Field parameters were measured per the Sampling and Analysis Plan; the meter was calibrated the morning of the actual testing. Field parameter data was not available, however, for reporting herein.

Samples were shipped, on ice and accompanied by appropriate chain-of-custody documentation, to North Coast Laboratories, Ltd., in Arcata, California.

HYDROGEOLOGICAL SETTING

The following discussions of the hydrogeologic setting and water quality were taken from the more detailed description in the MRP Update Report. Please refer to that report for additional information, as indicated.

STRATIGRAPHY

The Landfill site is underlain by the following geologic units, from ground surface downwards:

- Dune deposits of well-sorted, poorly consolidated, fine-grained sand. The Dune deposit is of varying thickness, depending on the ground-surface topography. In the higher elevation portions of the site, the Dune deposits can be as much as 40 feet thick (*e.g.*, as in the boring for the E-4 wells). In other areas, the Dune deposits may be less than 10 feet thick (*e.g.*, as in the boring for well W-2). Hydraulic conductivity of the Dune deposits ranges from 1.1×10^{-3} to 5.8×10^{-3} cm/sec.
- Underlying the Dune deposits is a unit characterized as the Marsh deposit. The Marsh deposit consists of interbedded peat and silty to clayey sand. It can be present merely as

a zone of organic material or greenish-gray clayey zone, or range up to 10 feet thick. It appears to thicken to the northeast (*e.g.*, as in the boring for the E-4 wells).

- Underlying the Marsh deposit is the Battery Formation, a littoral sand deposit. The Battery Formation ranges in thickness from about five to 30 feet, although, in general, it is thinner overall than the Dune deposits. Hydraulic conductivity of the Battery Formation ranges from 4.1×10^{-4} to 6.1×10^{-5} cm/sec.
- Underlying the Battery Formation is bedrock of the St. George Formation. The St. George Formation consists of highly consolidated siltstone and sandstone, and is considered essentially non-water bearing.

The Dune, Marsh, and Battery deposits range in age from Pleistocene to Holocene (approximately 2.5 million years to present). The St. George Formation is late Miocene in age (approximately 5 to 6 million years).

SURFACE-WATER OCCURRENCE

Because of the relatively high permeability of the Dune deposits, precipitation and surface drainage can rapidly percolate downward into the deposits. Similarly, there can be a relatively strong connection between groundwater and surface water, especially where groundwater levels are near ground surface. Historically, groundwater mounds were noted below surface impoundments.

GROUNDWATER OCCURRENCE

Groundwater occurs principally in the Dune and Battery deposits; for practical purposes, the St. George Formation is non-water bearing. Although the Marsh deposit is saturated in some locations, it is not considered an aquifer; rather, it acts as an aquitard between the Dune and Battery deposits.

Depth to groundwater at the Landfill site generally ranges from near ground surface (less than five feet) to approximately 40 feet below ground surface (bgs).

At all locations, the elevation of the piezometric surface is higher in the Dune deposit relative to that of the Battery Formation. The difference ranges from about one foot (in the W-6E/W pair) to almost eight feet (in the W-1E/W pair). Thus, the relative elevations of the piezometric surfaces show that there is a net downward gradient from the Dune deposit to the Battery Formation. This is the case even though the Battery Formation aquifer is semiconfined by the Marsh deposit.

Figures 2 and **3** shows groundwater elevation contour maps for January 24, 2017, for the Dune (shallow) and Battery (deep) aquifers, respectively. The direction of the groundwater gradient is similar in both aquifers, ranging from east to southeast at magnitudes ranging from 0.007 to 0.021 feet/foot. All gradients are similar to previous periods.

Both aquifers show a steepening of the gradient generally in the middle part of the site, beneath the central part of the Landfill mound. This is especially apparent in the Battery aquifer; in this area in the Battery aquifer, the gradient steepens from approximately 0.007 feet/foot to 0.021 feet/foot, with the direction remaining generally unchanged.

The groundwater gradient in the Battery Formation aquifer shows another distinct steepening and change of direction in the area bounded by the W-6W Deep, E-4 Deep, and E-3 Deep (between the Landfill mound and the nearest residential wells). In this area, the gradient steepens more, and has a slight change of direction, becoming more easterly.

Although the various wells' screened intervals are not exactly the same, the differences in screened-interval length or elevation is not sufficient to cause such distinct changes in gradient. Possible explanations for the gradient changes are stratigraphic changes and changes in elevation of the top of the St. George Formation.

To the northeast of the Landfill, the Battery Formation (deep aquifer) essentially thins to nothing, with the lower permeability Marsh deposit lying directly on the St. George Formation. Additionally, the top of bedrock is higher in elevation to the northeast, leading to a thinning of the aquifer. With a thinner aquifer and decreasing hydraulic conductivity, an increase in the groundwater gradient is to be expected.

WATER QUALITY

Table 1 (following text) contains a summary of the first-half results. **Table 2** (following **Table 1**) contains a summary of historical and current VOC detections. **Attachment A** contains laboratory sheets; **Attachment B** contains time-series graphs of general mineral parameters. Tables for historical data will be included with the next annual report.

As early as 1987, groundwater quality impacts from site operations were noted. The impacts were attributed to different site operations, including the now-closed sludge and whey ponds, and the landfill itself. Closure of the various ponds and capping the landfill, however, has improved groundwater quality in almost all locations.

SOUTHEAST TO SOUTHWEST OF LANDFILL MOUND

Figure 4 shows TDS time-series graphs for the E-1 pair, E-2 Deep, SM-6, W-2 Deep, W-3S, and 8-Shallow, located on the generally southeast to southwest sides (downgradient and crossgradient) of the Landfill.

In the E-1 pair, TDS increased in the period 1996 through 2009, but has decreased since 2009. The overall increase between 1996 and 2015 is statistically significant at the 95% level (statistical sheets are in **Attachment A** in the MRP Update Report). Since closure (2006 to present), TDS in both E-1 wells is decreasing, although the decrease is not statistically significant and E-1 Deep showed a higher TDS in the 2016 samples, but declined in first-half 2017 to 400 mg/L. TDS value in the shallow aquifer at E-1 was at 277 mg/L in second-half 2016.

Southeast and immediately adjacent to the landfill, shallow well SM-6 shows a statistically significant decreasing trend for TDS for 1995 through 2015; TDS continued to decline in 2016. TDS in SM-6 was less than 100 mg/L in second-half 2016. Well E-2 Deep shows no significant trend for its period-of-record (2007 to present). TDS in E-2 Deep was at 677 mg/L in second-half 2016.

Well SM-6 had detections of relatively high concentrations of toluene between September 2012 and September 2013 (see below); toluene was nondetected in November 2014 and March 2015, but detected again in August 2015 and January 2016.

Date	SM-6, Toluene (µg/L)	Date	SM-6, Toluene (µg/L)
6-Sep-12	610	25-Feb-14	1.3
24-Jan-13	1.6	24-Nov-14	<0.5
20-Aug-13	2600	19-Mar-15	<0.5
17-Sep-13	270	18-Aug-15	91
		27-Jan-16	0.90

The patterns of detections (sudden onsets, sudden decreases) is more characteristic of vandalism or the presence of VOC-containing materials in the well, not Landfill influence. As described above, SM-6 was redeveloped and properly secured in 2016. VOC were nondetected in first-half 2017.

At the immediate southwestern corner of the Landfill, well W-2 Deep is the only site well that currently shows an increasing trend since closure. This location is very close to the landfill, and the groundwater level here likely is very close to the bottom of waste. The TDS in W-2 Deep shows a significant increasing trend since at least 1990, with no apparent changes since closure. Current TDS in W-2 deep is approaching 900 mg/L. VOC have only been detected in this well once, however, in August 2009 (hexachloroethane at 110 µg/L). This detection may reflect non-landfill influence because hexachloroethane also was detected at exactly 110 µg/L in five of the site wells on the same date; it seems unlikely that contamination derived from the landfill would show the same concentration in five wells on the same date. As described above, it appears that surface water had been entering the casing of W-2 Deep. Surface-water inflow should cease because the casing was extended and a water-tight cap installed during second-half 2016.

The two shallow wells in the area southwest of the Landfill mound, W-3 Shallow and W-8 Shallow, are upgradient and crossgradient of the Landfill mound, respectively, although W-3 Shallow is downgradient of former waste ponds. For the period 1988 through 2015, W-3 Shallow showed a significant decreasing trend and W-8 Shallow showed no significant trend. This is consistent with W-3 Shallow being downgradient of the former ponds. After their closure, it would be expected that downgradient groundwater quality would improve. W-8 Shallow is crossgradient of former and current Landfill features, so it would be expected that groundwater quality would remain stable at that location. The most recent TDS concentrations in these wells are approximately 150 mg/L. VOC have been nondetected in W-3 Shallow for the last six years; VOC have always been nondetected in W-8 Shallow.

NORTHEAST TO NORTH OF LANDFILL MOUND (TOWARDS RESIDENTIAL AREA)

Figure 5 shows the time-series graphs for wells northeast to north of the Landfill mound, directly between the Landfill and the closest neighboring wells which are to the northeast of the Landfill property. Monitoring wells between the Landfill and the neighbors are the E-3 and E-4 pairs. The E-3 pair has been monitored since 1996; the E-4 pair was installed in early 2014, and has only a small data set.

Looking at TDS from the period-of-record shows that values were higher in both E-3 Shallow and Deep before closure. Before closure, TDS ranged near or above 1,200 mg/L periodically in these wells. Since closure, TDS has decreased and generally is near or below 300 mg/L currently, although the second-half 2016 values were higher than in the recent past. The decreasing trends in these wells since closure is statistically significant.

Both wells have had periodic detections of VOC, although all VOC have been nondetected in E-3 Shallow for the last seven years. In E-3 Deep, there were occasional detections of chloroethene, at 1 to 2 µg/L, between 2002 and 2013. Methyl tert-butyl ether (MTBE) was detected in E-3 Deep in 2002 (6.4 µg/L), 2009 (0.52 µg/L), and 2014 (0.74 µg/L). Tert-butyl alcohol (TBA) was detected in E-3 Deep in August 2014 at 13 µg/L. No VOC were detected in either E-3 Shallow or Deep in first-half 2017. Constituents-of-concern (COC) are analyzed every five years; to date, COC have been analyzed twice since the landfill closure construction was completed, in 2009 and 2014. **Table 2** (following text) summarizes historical organic compound detections.

In the E-4 Shallow and Deep pair (not shown on **Figure 5** because of the short period-of-record), TDS in August 2014 was at 550 mg/L in the shallow aquifer and 460 mg/L in the deep aquifer. MTBE and TBA were nondetected in the shallow aquifer. In the deep aquifer, MTBE was detected at 0.6 µg/L and TBA at 6.9 µg/L in August 2014. No VOC were detected in the E-4 well pair in first-half 2017.

At the immediate northern edge of the Landfill mound and crossgradient of the waste, the 6-E Shallow and 6-W Deep pair show no significant trends in TDS for the period-of-record. Since closure, however, both show significant decreasing trends. Over the last five years, TDS has hovered around 200 mg/L for both wells. VOC have always been nondetected in 6-E Shallow; VOC have not been detected since 2001 in 6-W Deep.

In the shallow aquifer farther north and crossgradient of the Landfill mound, well W-10 Shallow shows no significant trends for TDS, although there are distinct seasonal variations in TDS concentrations. TDS generally ranges between 100 and 300 mg/L, seasonally. VOC have always been nondetected.

UPGRADIENT OF LANDFILL MOUND

Figure 6 shows the time-series graphs for wells upgradient of the Landfill mound. The well pair W-1E Deep and W-1W Shallow historically showed relatively high TDS concentrations (500 to 800 mg/L) which were related to the previous waste ponds. After closure of the waste ponds,

TDS in this well pair decreased almost immediately, and has remained relatively constant since that time. The most recent TDS values generally are less than 150 mg/L for the deep aquifer and less than 200 mg/L for the shallow aquifer. VOC have always been nondetected in this well pair.

Well SM-7, in the shallow aquifer to the north of the W-1E/W-1W pair, shows a similar pattern. Historic TDS values were as high as 1,200 mg/L because SM-7 was near former waste ponds. After closure, TDS decreased immediately, and since 2006 has been stable, ranging from 100 to 150 mg/L. There was one VOC detection in 2009 (hexachloroethane at 110 µg/L); as discussed above, it is likely that the hexachloroethane detection in 2009 represented outside contamination of some sort, not aquifer conditions. During first-half 2017, toluene at 1.7 µg/L was detected in SM-7. The significance of this detection is unknown.

Upgradient of the Landfill mound and generally outside of the influence of other Landfill features, the W-9 Shallow/Deep well pair has shown consistent water quality since 1997. For that period, TDS in the shallow aquifer here has been consistently just over 240 mg/L. In the deep aquifer, TDS has shown more variability than in the shallow aquifer, ranging between 100 and 250 mg/L. VOC always have been nondetected in this well pair.

COMPARISON TO GROUNDWATER LIMITS

Table 1 (following text) shows the previously established groundwater limits for the shallow aquifer; limits were not established for the deep aquifer.[2] Of the analyzed parameters, which also have limits, only W-1W Shallow (a background well) and W-10 Shallow (cross-gradient of the landfill) showed exceedances, for manganese:

- 3.9 mg/L in W-1W exceeds limit of 0.6 mg/L
- 4.4 mg/L in W-10 exceeds limit of 0.6 mg/L

LANDFILL GAS

DNSWMA staff conducted landfill gas monitoring on July 7, 2017, for oxygen, methane, hydrogen sulfide, and carbon monoxide. Methane was non-detected in all probes and oxygen content was at or near atmospheric concentrations (approximately 15 to 21%).

Methane has always been nondetected and oxygen has always been at or near atmospheric concentrations in the compliance probes. There has never been evidence of landfill gas at the property boundary.

In the probes immediately adjacent to the waste, methane had been detected periodically over the last six years in probes G1, G5, G6, G7, and G16 (note that a G designation has been added to the gas probe names herein, for ease of reference and to avoid confusion with groundwater well names; we are not proposing to change the names of any of the probes). **Figures 2** and **3** show probe locations.

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[2] March 27, 1996, rev. October 14, 1996, Winzler & Kelly, *Technical Memorandum – Deliverable for Tasks 2, 3, and 4 of Article 5 Compliance Documents.*

TABLE 1

Summary of Current Monitoring Data - Crescent City Landfill

Point	Date	TDS (mg/l)	Chloride (mg/l)	Sulfate (mg/l)	Alkalinity (mg/l)	Conductivity (umhos/cm)	pH (units)	Nitrate (mg/l)	Fluoride (mg/l)	Bicarbonate (mg/l)	Carbonate (mg/l)	COD (mg/l)	Calcium (mg/l)	Magnesium (mg/l)	Manganese (mg/l)	Potassium (mg/l)	Sodium (mg/l)	Hardness (mg/l)	Zinc (mg/L)	Arsenic (mg/L)	Nickel (mg/L)	Barium (mg/L)	Cobalt (mg/L)	Iron (mg/L)
E-1_DEEP	02/28/17	400	60	<0.50	330	760	6.4	<0.10	<0.10	330	<1.0	20	77	62	1.6	2.5	17	450	<0.01	0.031	0.011	0.011	<0.005	2,900
E-1_SH	02/28/17		25	<0.50	220			<0.10	<0.10	220	<1.0	20	20	23	0.33	12	20	140	<0.01	0.013	0.011	0.02	<0.005	11,000
E-2_DEEP	02/28/17		50	<0.50	420			<0.10	<0.10	420	1.7	13	100	68	0.65	3.9	18	540	<0.01	0.035	0.006	0.014	<0.005	0.040
E-3_DEEP	02/28/17		50	<0.50	420			<0.10	<0.10	420	1.7	13	100	68	0.65	3.9	18	380	<0.01	0.0059	<0.005	0.018	<0.005	4.700
E-3_SH	02/28/17		17	4.4	190			<0.10	<0.10	190	<1.0	13	70	18	0.05	3.1	6.9	250	<0.01	<0.005	0.0051	<0.005	<0.005	<0.015
E-4_DEEP	02/28/17		15	0.78	230			<0.10	<0.10	230	<1.0	31	72	18	0.055	2.7	11	250	<0.01	<0.005	0.0053	0.032	<0.005	0.43
E-4_SH	02/28/17		12	3.9	170			<0.10	<0.10	170	<1.0	<5.0	51	21	0.3	3.2	7.6	210	<0.01	<0.005	0.0065	0.057	<0.005	<0.015
W-1W_SH (BKGR)	03/01/17		12	2.1	52			<0.10	<0.10	51	<1.0	<5.0	11	9	3.9	0.4	4.5	65	0.022	<0.005	<0.005	<0.005	<0.005	0.020
W-IE_DEEP (BKGR)	02/28/17		26	<0.50	100			<0.10	<0.10	100	<1.0	27	34	9.9	0.11	1.1	8.6	120	<0.01	<0.005	<0.005	0.01	<0.005	3.6
W-2_DEEP	03/01/17		140	<0.50	390			<0.10	<0.10	390	<1.0	17	120	94	7.8	1	15	670	0.019	0.0056	0.021	0.011	0.0069	0.017
W-3S_SH	03/01/17		15	2.1	69			<0.10	<0.10	69	<1.0	33	12	14	0.18	0.59	5.1	88	<0.01	<0.005	0.018	<0.005	<0.005	0.540
W-6E_SH	02/28/17		22	1.9	120			<0.10	<0.10	120	<1.0	23	29	18	0.093	0.89	12	150	<0.01	<0.005	<0.005	<0.005	<0.005	0.150
W-6W_DEEP	02/28/17		18	<0.50	130			<0.10	<0.10	130	<1.0	28	15	26	0.28	1.1	12	150	<0.01	<0.005	<0.005	<0.005	<0.005	1.700
W-8_SH	02/28/17		10	0.93	46			<0.10	<0.10	46	<1.0	8.9	8.9	7.9	0.15	0.42	3.8	55	<0.01	<0.005	<0.005	<0.005	<0.005	0.420
W-9_SH (BKGR)	02/28/17		8.4	1.2	50			<0.10	<0.10	50	<1.0	37	3.5	11	0.026	1	5	55	<0.05	0.032	0.099	<0.025	<0.025	1.000
W-9_DEEP (BKGR)	02/28/17		19	<0.50	170			<0.10	<0.10	170	1.3	23	58	12	0.2	1.1	12	190	<0.01	0.0072	0.0061	<0.005	<0.005	0.830
W-10_SH	03/01/17		6.1	0.96	28			<0.10	<0.10	23	3.8	50	6.4	4	4.4	0.28	2.5	33	<0.01	<0.005	<0.005	<0.005	<0.005	0.097
SM-6_SH	NS		9.3	2.4	110			0.21	<0.10	110	<1.0	26	27	11	0.39	2.9	8.1	110	<0.01	<0.005	0.017	0.04	<0.005	0.13
SM-7_SH (BKGR)	03/01/17		5.4	<50	80			<0.10	<0.10	80	<1.0	36	10	15	0.21	0.51	5.2	88	0.012	<0.005	0.091	<0.005	0.0058	2.000
S-1	03/01/17						6.1	<0.10				23	3.7	7.1	0.0056	2.4	4.6	38	0.015	<0.005	0.007	<0.005	<0.005	0.430
S-2	03/01/17						6.6	<0.10				15	22	13	0.11	4.6	7	110	<0.01	<0.005	<0.005	0.092	<0.005	1.800
S-3	03/01/17						7.0	0.22				20	6.7	8.8	0.056	1.3	7.2	53	<0.01	<0.005	<0.005	0.008	<0.005	1.000
L-3	NS																							
110-140-24	NS																							
110-140-16	NS																							
Tolerance Interval for Shallow Aquifer:		760	134	18	NE	960	6.7 - 9.3	NE	NE	272	NE	241	93	42	0.6	NE	42	NE	NE	NE	NE	NE	NE	NE

Notes: NS = Not sampled. NE = Not Established. Only VOC and metals that were detected are listed.

TABLE 2

Crescent City Landfill

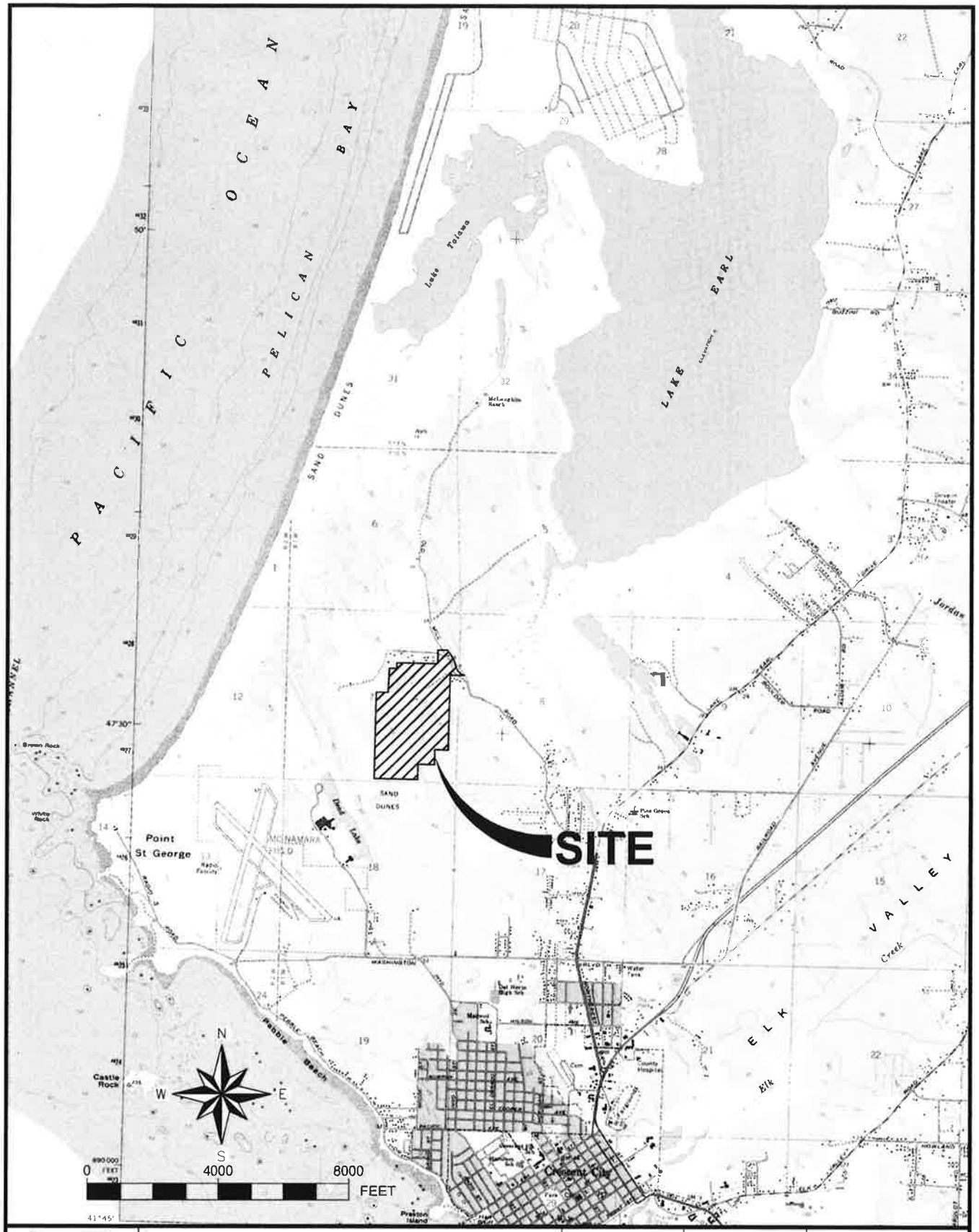
Summary of Historic Organic Compound (VOC, SVOC, & Chlorinated Pesticide) Detections

Last Update: 7/28/2017

WELL	Year of Most Recent Detection	Total # VOC Species Detected	Total # Detections	Volatile Organic Compounds																	Semivol. Org. Cmpds.		Pesticide
				1,1,2,2-Tetrachloro-ethane	1,4-Dichloro-benzene	Acetone	Benzene	Chloro-ethane	Chloro-methane	Dichloro-difluoro-methane	Ethyl-benzene	Hexachloro-ethane	Xylenes	Methylene chloride (dichloro-methane)	MTBE	Tert-butyl alcohol	Toluene	TPH-Gas, Diesel, or Motor Oil	Vinyl chloride	Bis(2-ethylhexyl) phthalate	3,4-Methyl-phenol	4-4'-DDE
	Last Time Parameter Analyzed -->			2017	2017	2016	2017	2017	2017	2017	2017	2014	2017	2017	2017	2017	2017	2016	2017	2016	2014	2014
				Year Last Detected / Total Detections to Date																			
E-1 SHALLOW	2017	3	5			2014 / 1									2017 / 2	2014 / 1				2002 / 1		
E-1 DEEP	2013	4	9	2013 / 1											2009 / 1	2009 / 1			2013 / 6			
E-2 DEEP	2009	1	1									2009 / 1										
E-3 SHALLOW	2009	4	10					2005 / 2		2001 / 5					2009 / 2		2000 / 1					
E-3 DEEP	2013	5	24					2013 / 10	2000 / 2	2001 / 5					2009 / 1				2006 / 6			
E-4 SHALLOW	n/a	0	0																			
E-4 DEEP	2014	2	2												2014 / 1	2014 / 1						
SM-6 SHALLOW	2016	10	27		2001 / 1	2014 / 1	2016 / 1			2000 / 2		2009 / 1	2014 / 4	1995 / 1			2016 / 13	2014 / 1	1996 / 1	2014 / 1		
SM-7 SHALLOW	2017	2	2									2009 / 1					2017 / 1					
W-1W SHALLOW	n/a	0	0																			
W-1E DEEP	n/a	0	0																			
W-2 DEEP	2009	3	3									2009 / 1		1995 / 1			2006 / 1					
W-3S SHALLOW	2014	1	2		2001 / 1																	2014 / 1
W-6E SHALLOW	n/a	0	0																			
W-6W DEEP	2001	1	1		2001 / 1																	
W-8 SHALLOW	n/a	0	0																			
W-9 SHALLOW	n/a	0	0																			
W-9 DEEP	n/a	0	0																			
W-10 SHALLOW	n/a	0	0																			
L-3 (in waste)	2014	9	17			2014 / 2	2013 / 2				2013 / 1	2009 / 1	2013 / 3		2014 / 2	2014 / 2	2013 / 2	2009 / 1		2014 / 1		
S-2 & 2B	2016	2	14			2016 / 11												2014 / 2			2014 / 1	
S-3	2015	1	4			2015 / 4																

Notes: Blank cell = Not detected.

Hexachloroethane detections in 2009 were all on the same date (08/25/09) and all showed the same value (110 ug/L); this suggests non-landfill influence on the samples, not landfill contamination.



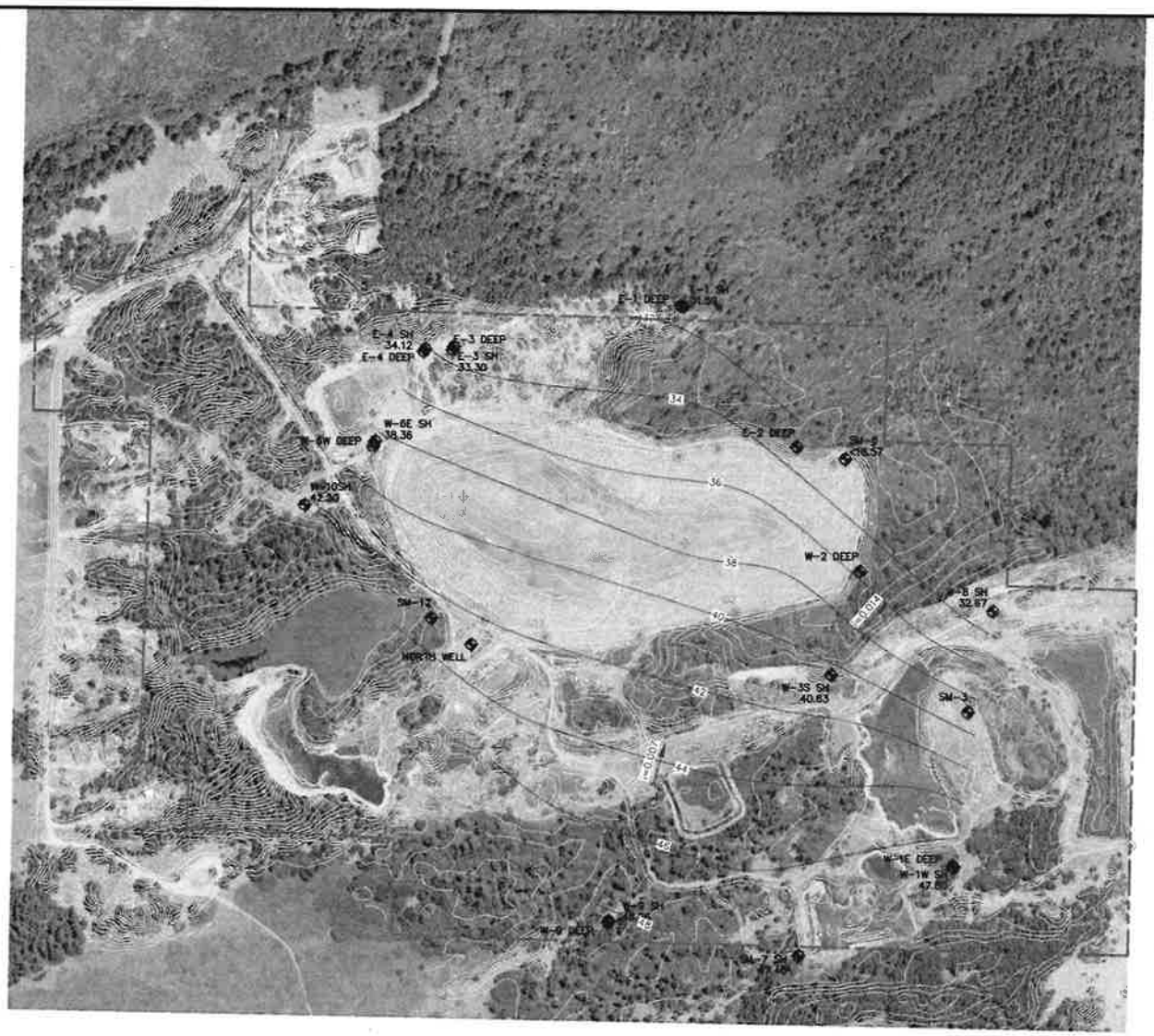
LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

SITE LOCATION MAP

ADAPTED FROM USGS 15-MINUTE TOPOGRAPHIC QUADRANGLE: CRESCENT CITY

PROJECT NAME:	PROJECT NO:	DATE:
CRESCENT CITY LF	015063.00	07/27/2017
CLIENT: DNSWMA	DRAWN BY: J. BEERS	FIGURE 1
SCALE: 1" = 4000'	CHECKED BY: B. LAMPLEY	

p:\015063.00_del norte landfill\site_loc.dwg J.R.B. 10/11/2016



0 400 800 Feet

LEGEND

- E-2 <18.57 — GROUNDWATER MONITORING WELL SHOWING GROUNDWATER ELEVATION, FEET MSL
- APPROXIMATE GAS WELL LOCATION
- APPROXIMATE LEACHATE WELL LOCATION
- 40 — GROUNDWATER ELEVATION CONTOUR, FEET MSL
- i=0.007 — GROUNDWATER GRADIENT FT/FT

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

SHALLOW AQUIFER
GROUNDWATER ELEVATION
JANUARY 24, 2017

DEL NORTE SOLID WASTE MGMT. AUTHORITY

CRESCENT CITY LANDFILL

PROJECT NO: 015063.00	SCALE: 1" = 400'
DRAWN BY: J. BEERS	DATE: 7/28/2017
CHECKED BY: B. LAMPLEY	FIGURE 2

p:\015063.00_del norte landfill\gw-jan17s.dwg J.R.B. 7/28/2017

0 400 800 Feet

N

LEGEND

E-2 22.91	GROUNDWATER MONITORING WELL SHOWING GROUNDWATER ELEVATION, FEET MSL
	APPROXIMATE GAS WELL LOCATION
	APPROXIMATE LEACHATE WELL LOCATION
30	GROUNDWATER ELEVATION CONTOUR, FEET MSL
i=0.007	GROUNDWATER GRADIENT FT/FT

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

DEEP AQUIFER
GROUNDWATER ELEVATION
JANUARY 24, 2017

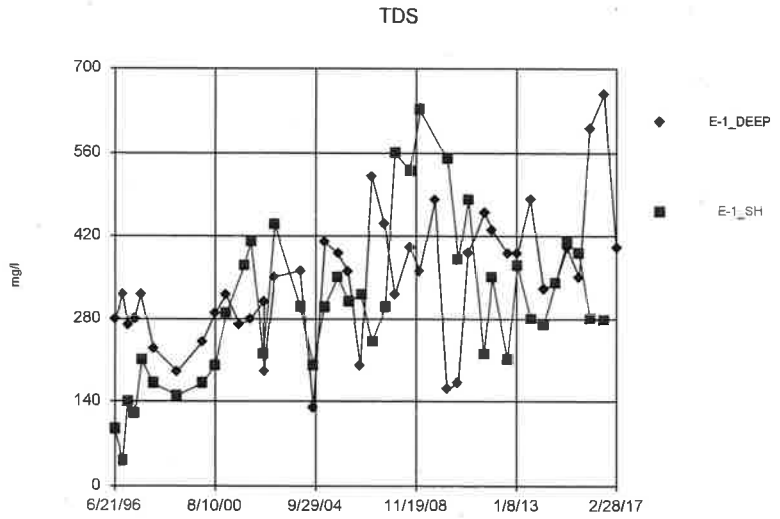
DEL NORTE SOLID WASTE MGMT. AUTHORITY

CRESCENT CITY LANDFILL

PROJECT NO: 015063.00	SCALE: 1" = 400'
DRAWN BY: J. BEERS	DATE: 7/28/2017
CHECKED BY: B. LAMPLEY	FIGURE 3

p:\015063.00_del norte landfill\gw-jan17a.dwg J.R.B. 7/28/2017

WQStat Plus™ v.9.4.41



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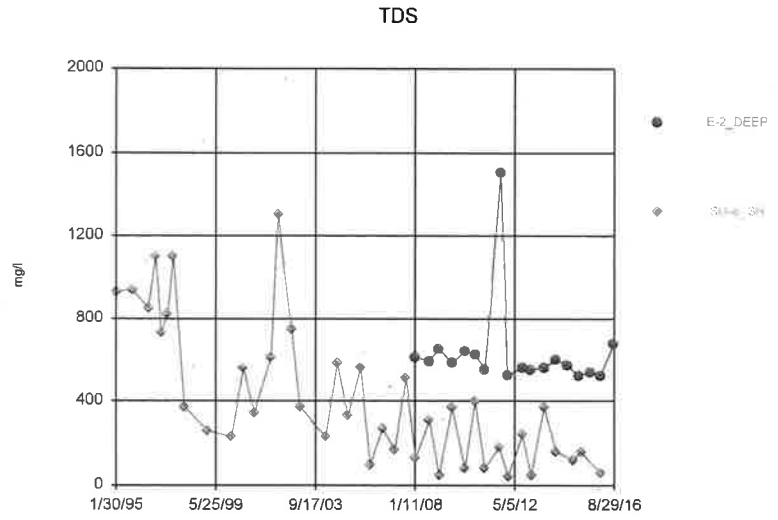

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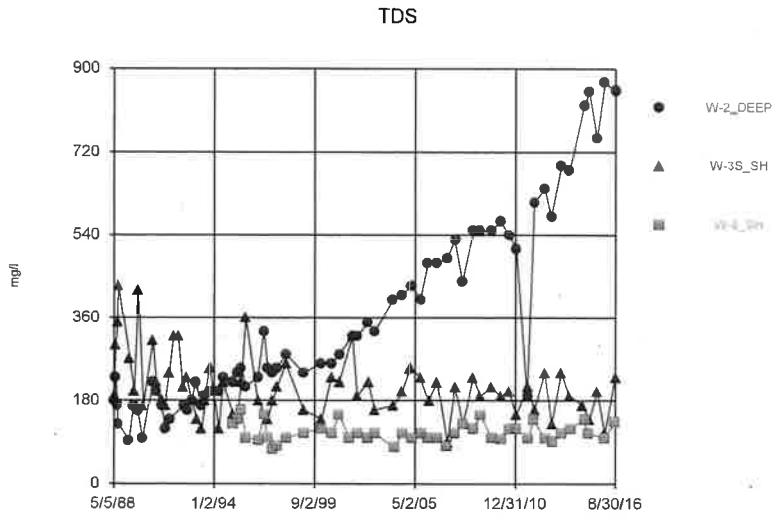
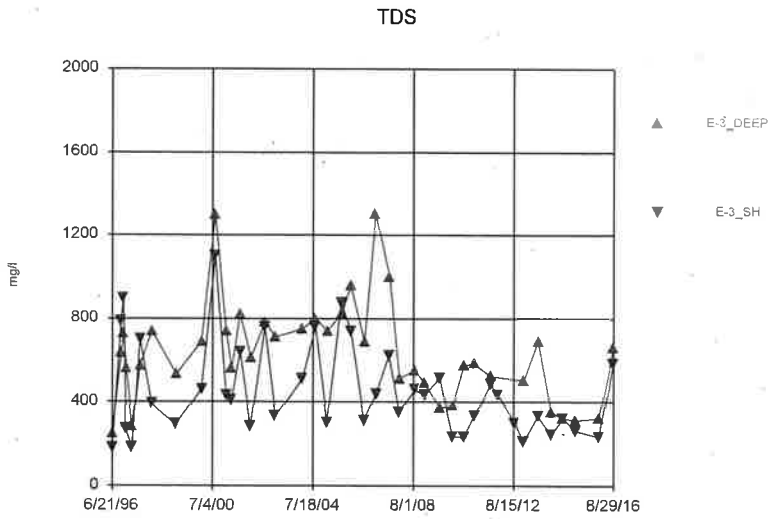


Time Series Analysis Run 7/28/2017 10:07 AM
Facility: Crescent City Landfill Data File: CCLF_Stats

FIGURE 4

WQStat Plus™ v.9.4.41



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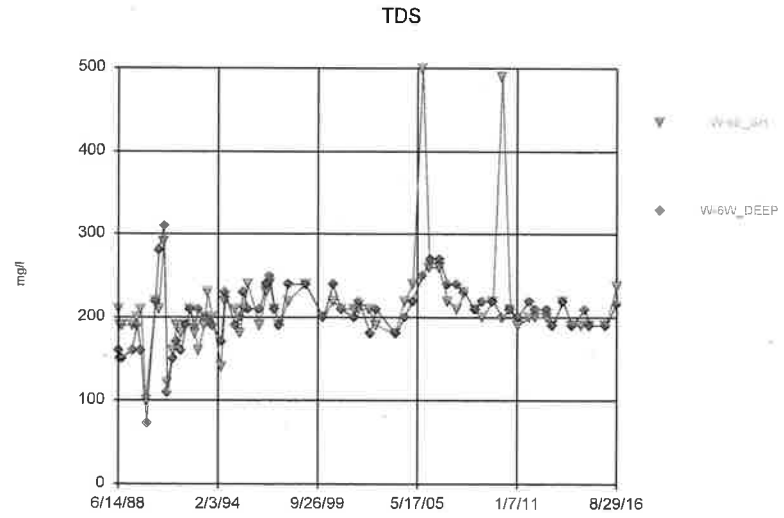

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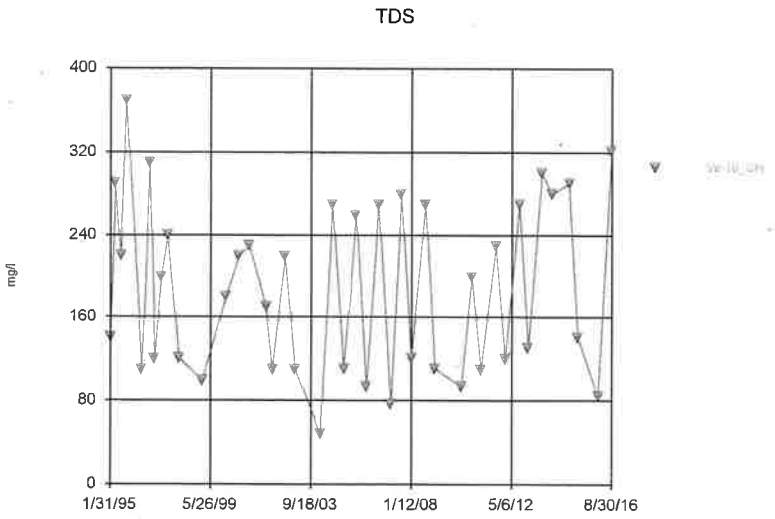
Facility: Crescent City Landfill Data File: CCLF_Stats

WQStat Plus™ v.9.4.41



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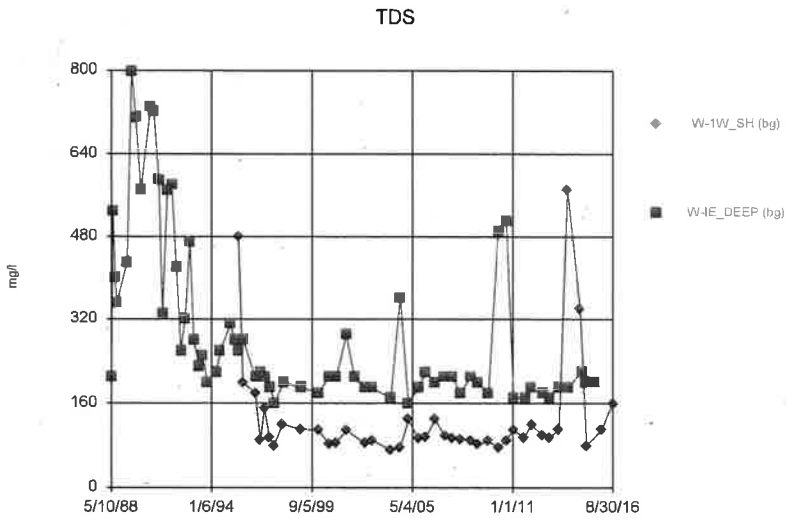
Facility: Crescent City Landfill Data File: CCLF_Stats

FIGURE 5

WQStat Plus™ v.9.4.41



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Facility: Crescent City Landfill Data File: CCLF_Stats

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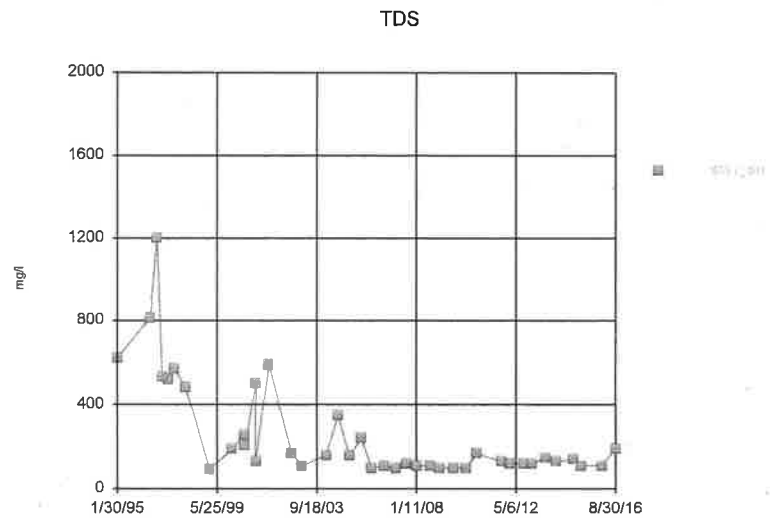

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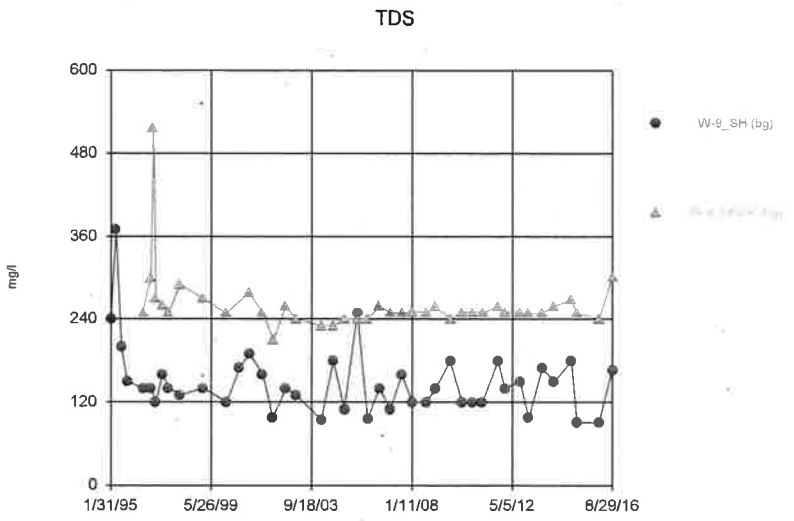


Time Series Analysis Run 7/28/2017 10:10 AM
Facility: Crescent City Landfill Data File: CCLF_Stats

FIGURE 6

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: **11 August 2017**

To: **Commissioners of the Del Norte Solid Waste Management Authority**

From: **Tedd Ward, M.S. – Director**

Attachments: **Authority Ordinance 97-01**
Drawings from the County Engineering Department specifying plans for storm-related repairs at the Crescent City Landfill
Documentation from the Office of Emergency Services related to this repair project

File Number: **192001 – Landfill Storm Damage, Office of Emergency Services**

Topic: **Bids for storm-related landfill repairs**

Summary / Recommendation: **That the Board:**

1. **Adopt the attached plans and specifications for the Landfill Repair Project.**
2. **Direct staff to publish a notice inviting bids for this project as required under the Public Contract Code.**
3. **Direct staff, at a future Authority meeting, to present a revision or amendment to the Ordinance defining the Authority's Informal Bid Procedures to enable such procedures to be used for construction projects up to $175,000 in value.**

Background: Rain storms this winter (December 2016) have been declared a State disaster, and later storms this winter have been declared a Federal disaster. Intense rain events scoured around surface drainage structures, and eroding the sandy cover soils in three areas at the Crescent City Landfill in December 2016. Our staff did complete some temporary repairs during the winter especially around the inlets to the drainage structures. Though both temporary repairs to the landfill and permanent repairs are potentially reimbursable under the disaster relief mechanism available through the Office of Emergency Services, expenses for those initial temporary-repair efforts were not substantial. Final repairs could not be attempted until the ground had dried as much of the work to be done is on the slopes of the landfill mound.

The Del Norte County Road Department, which usually provides services to our agency to conduct landfill repairs, is busy now and through the summer repairing roads and related drainage structures damaged by these storms.

3.2

Also attached are the plans drafted by the Del Norte County Engineering staff.

Analysis: The Authority's legal counsel advised that this project must be put out to formal bid. While the Authority adopted an ordinance in 1997 allowing it to utilize informal bid procedures pursuant to the Uniform Public Construction Cost Accounting Act, the ordinance limits the use of the procedures to projects of $75,000 or less. The current state law maximum is $175,000. Without knowing whether bids will come in over or under the $75,000 mark and without realizing much in the way of saving time due to publishing requirements in the ordinance, legal counsel has advised that the Authority formally put this project out to bid.

The recommendations summarize the most expeditious way to comply with the requirement to bid this project.

Alternatives: The only way additional action might expedite this project would be to have a special meeting to approve the winning bid. As the publication notices need to run for a minimum of 14 days prior to the opening of bids, and some time is needed to prepare publication notices and review bids, holding a special meeting would likely speed this project up by about a week. Considering the value of Commissioners' time, staff did not feel a special meeting was warranted.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
ORDINANCE 97-01

AN ORDINANCE OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY PROVIDING FOR INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT
(Section 22000, et seq. of the PUBLIC CONTRACT CODE)

The Governing Board of the Del Norte Solid Waste Management Authority does ordain as follows:

ARTICLE I
TITLE

SECTION 1.01. SHORT TITLE: This ordinance shall be known as the Uniform Public Construction Cost Ordinance.

ARTICLE II
PROCEDURES

SECTION 2.01. INFORMAL BID PROCEDURES: Public projects, as defined by the Uniform Public Construction Cost Accounting Act, of Seventy-Five Thousand Dollars ($75,000) or less may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

SECTION 2.02. CONTRACTORS LIST: A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

SECTION 2.03. NOTICE INVITING INFORMAL BIDS: Where a public project is to be performed that is subject to the provisions of this Ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.02, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and construction trade journals may be notified at the discretion of either the Governing Board of Del Norte Solid Waste Management Authority or the Director of the Authority;

(1) If there is no list of qualified contractors maintained by the Authority for the particular

category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

(2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

SECTION 2.04: AWARD OF CONTRACTS: The Director of the Authority is authorized to award informal contracts pursuant to this Ordinance upon advance approval of the Authority's Governing Board.

ARTICLE III

EFFECTIVE DATE

SECTION 3.01: EFFECTIVE DATE: This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once in a newspaper of general circulation published in the County of Del Norte.

PASSED AND ADOPTED by the Governing Board of the Del Norte Solid Waste Management Authority, a joint powers authority formed by the County of Del Norte and the City of Crescent City, California, this 8th day of October, 1997, by the following polled vote.

AYES: Commissioners Eller, Hollinsrad, Mayer & Reese

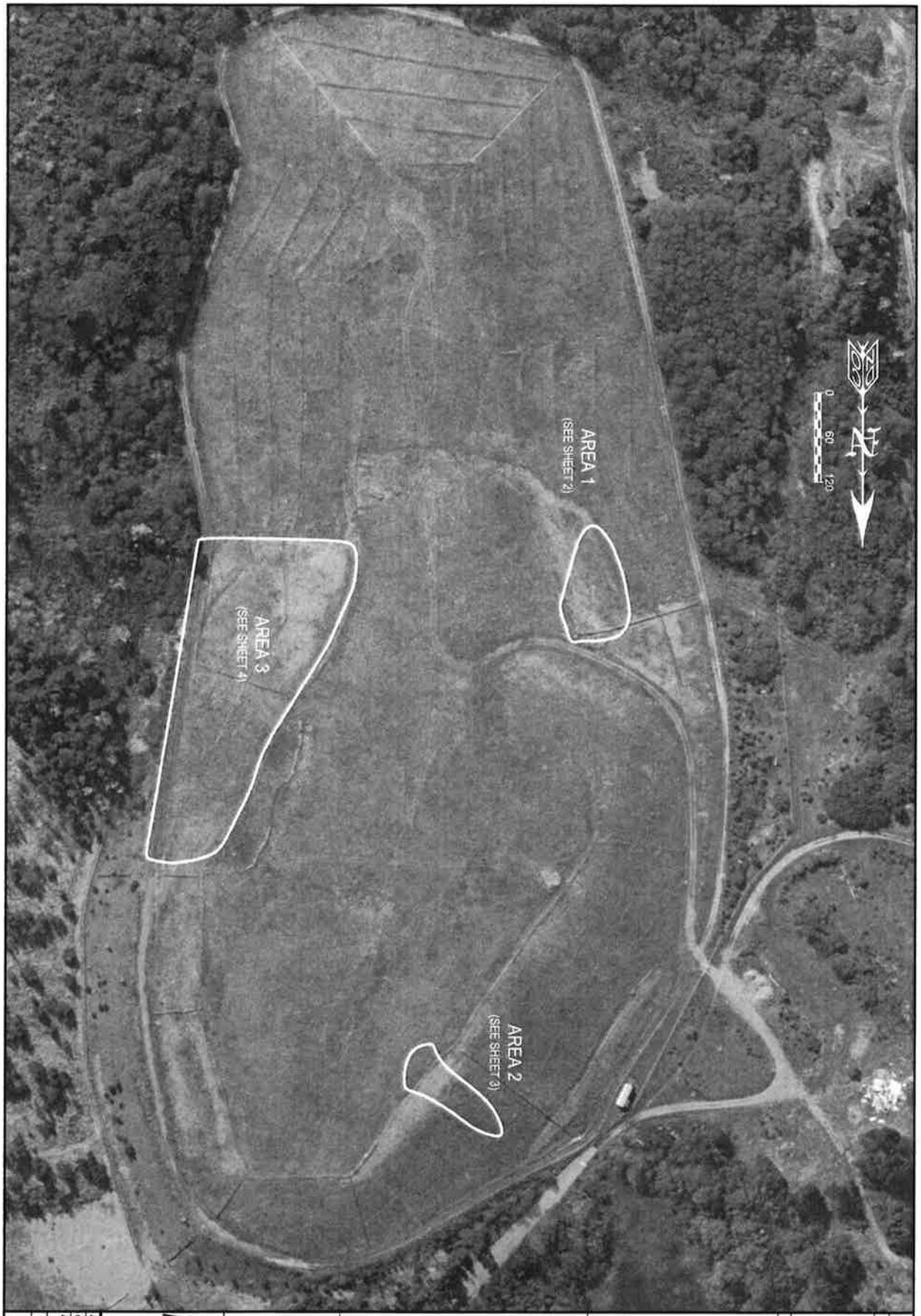
NOES: None

ABSTAIN: None

ABSENT: Commissioner Hatfield

Jack Reese
Chairman
Del Norte Solid Waste
Management Authority

ATTEST:
Ellen P. Brown
ELLEN P. BROWN, Clerk
Del Norte Solid Waste
Management Authority



Drawn by: Leuchtfeldt
Checked by: Barnes
Project Number:

Sheet 1

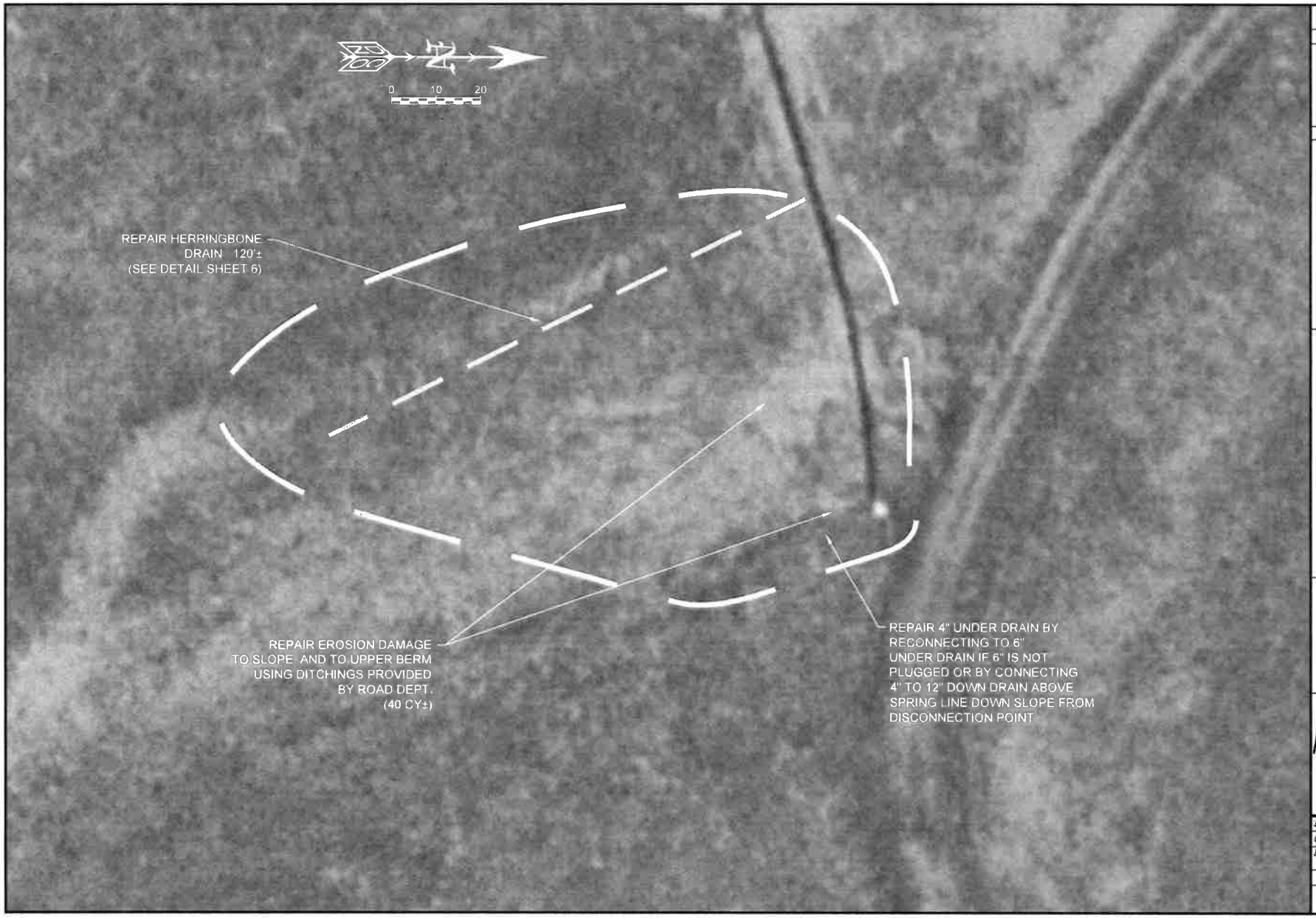
REGISTERED PROFESSIONAL ENGINEER
JAMES JOSEPH BARNES
No. 27581
Exp. 3-31-18
CIVIL
STATE OF CALIFORNIA

COUNTY OF DEL NORTE
EST. 1857

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

County of Del Norte
Engineering & Surveying
Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

No	REVISION	BY	DATE



No	REVISION	BY	DATE

County of Del Norte
Engineering & Surveying Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

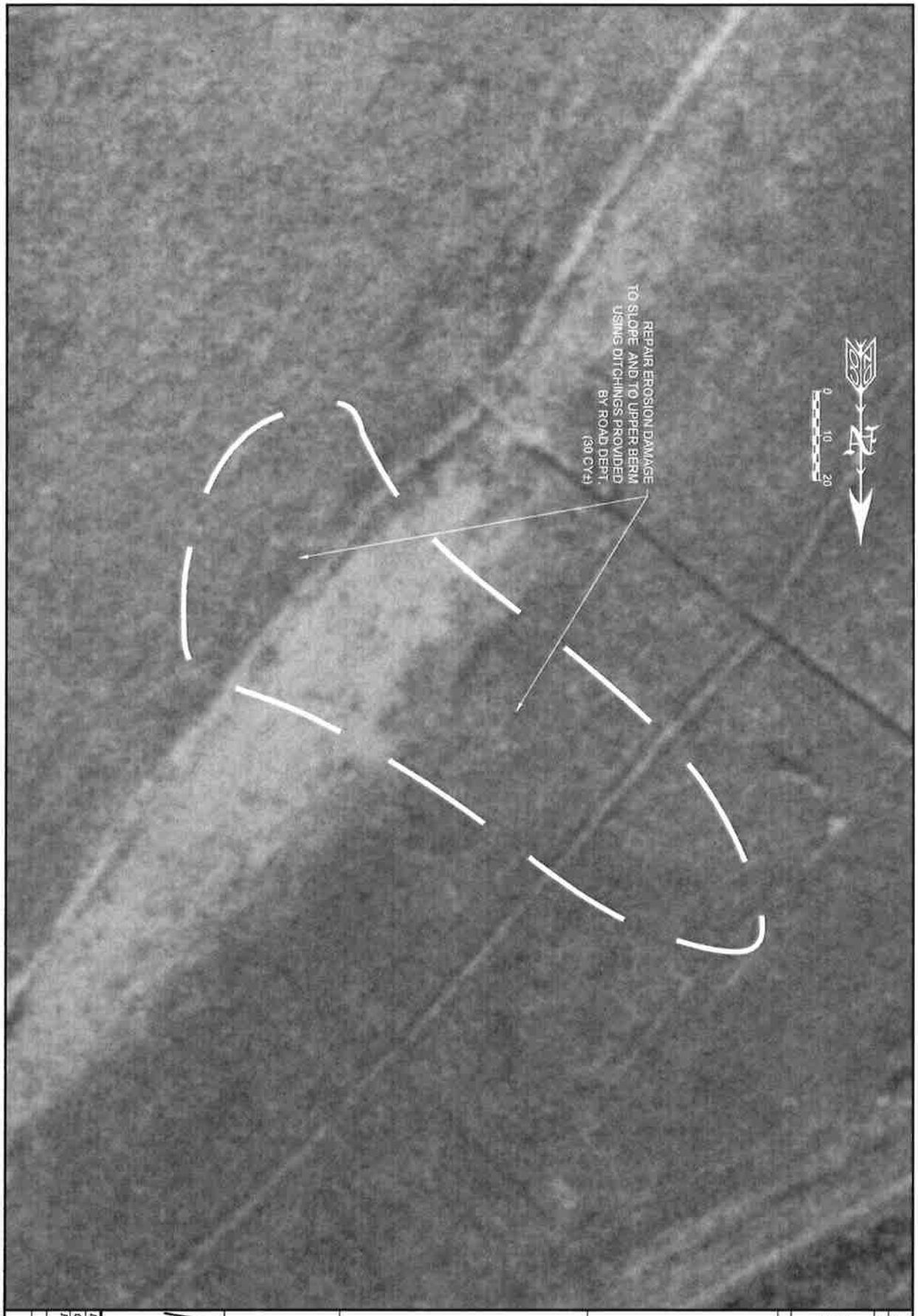
AREA 1

COUNTY OF DEL NORTE EST 1857

REGISTERED PROFESSIONAL ENGINEER JAMES JOSEPH BURNTS No. 27661 Exp. 3-31-18 CIVIL STATE OF CALIFORNIA

Drawn by: Lauchstedt
Checked by: Burnts
Project Number:

Sheet 2



Sheet 3

Drawn by: Lauckstedt

Checked by: Barnts

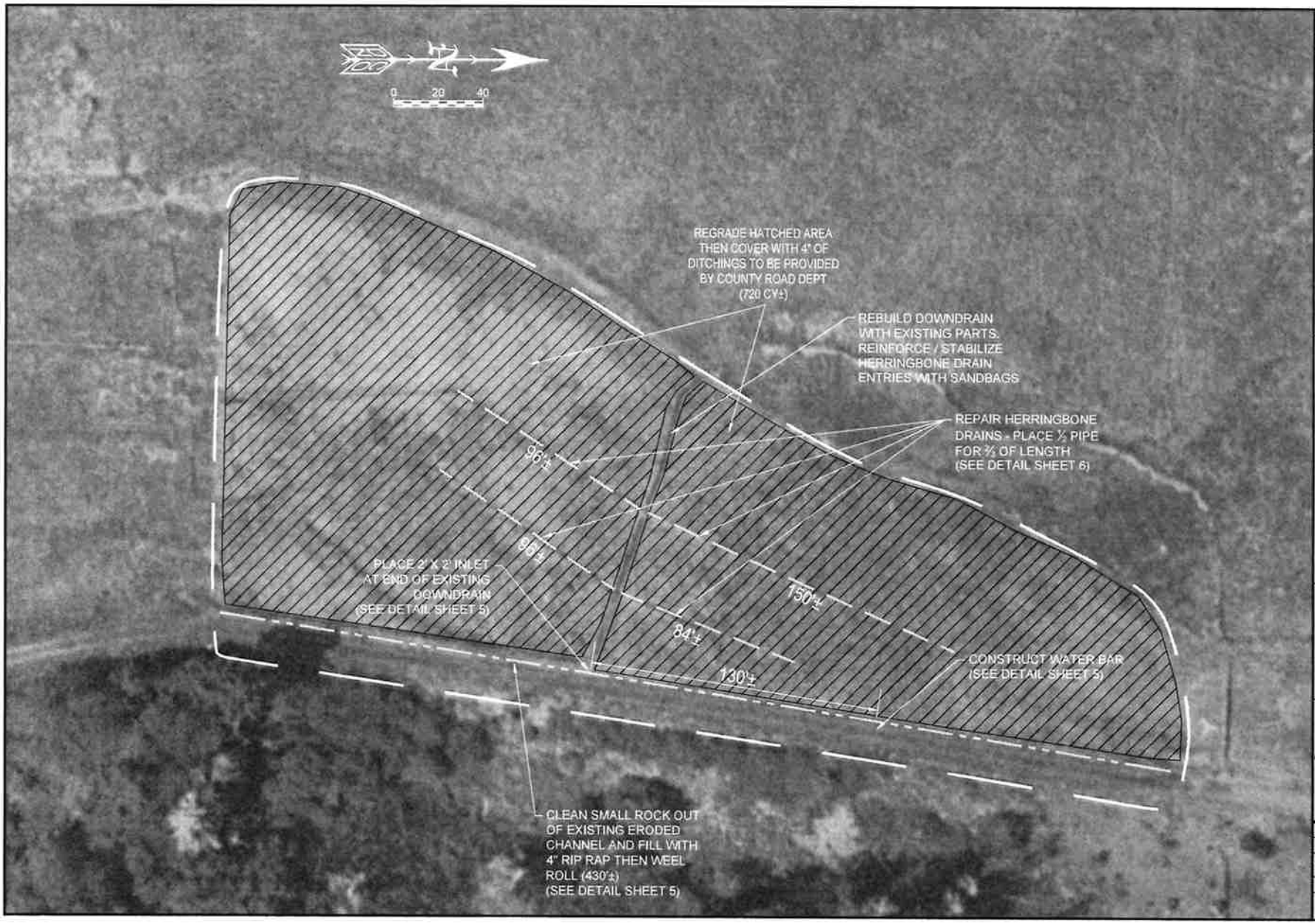
Project Number:

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

AREA 2

County of Del Norte
Engineering & Surveying
Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

No	REVISION	BY	DATE



No	REVISION	BY	DATE

County of Del Norte
Engineering & Surveying Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

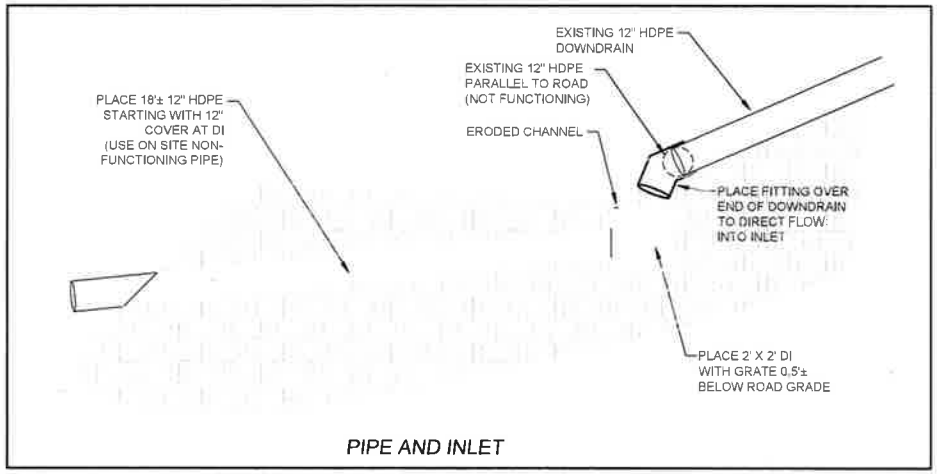
AREA 3

COUNTY OF DEL NORTE EST 1857

REGISTERED PROFESSIONAL ENGINEER JAMES JOSEPH BARNTS No. 27681 Exp. 3-31-18 CIVIL STATE OF CALIFORNIA

Drawn by: Lauchstedt
Checked by: Barnts
Project Number:

Sheet 4



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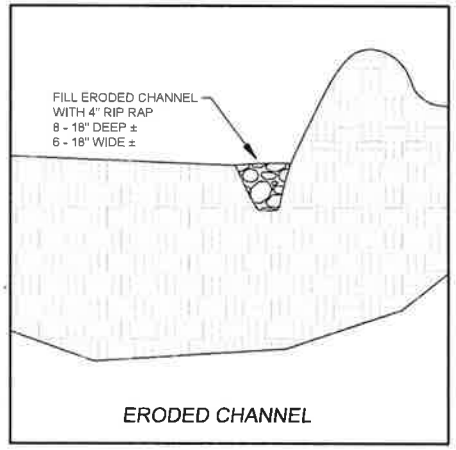

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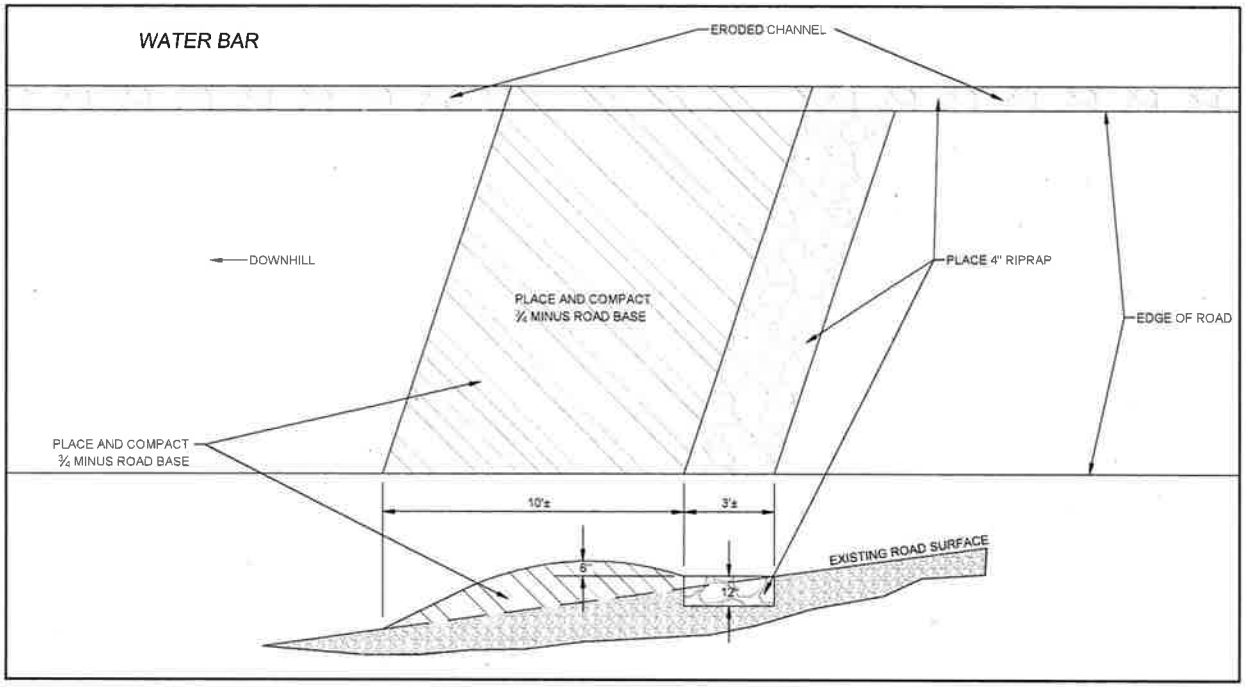


No	REVISION	BY	DATE

County of Del Norte
Engineering & Surveying Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

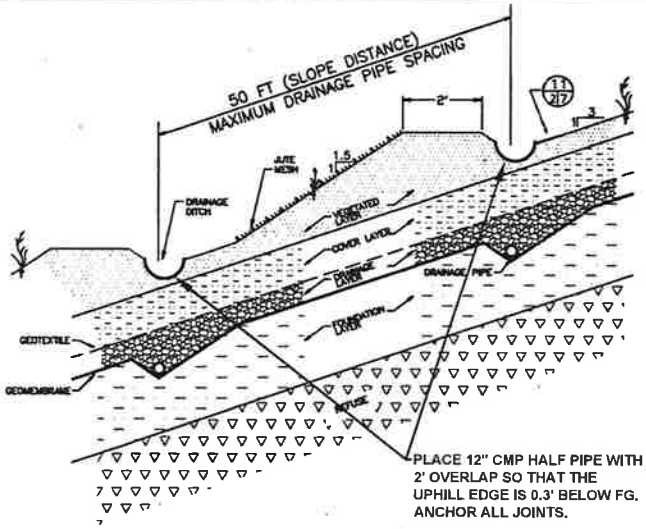
AREA 3

COUNTY OF DEL NORTE EST 1857

REGISTERED PROFESSIONAL ENGINEER JAMES JOSEPH BARNES No. 27681 Exp. 3-31-18 CIVIL STATE OF CALIFORNIA

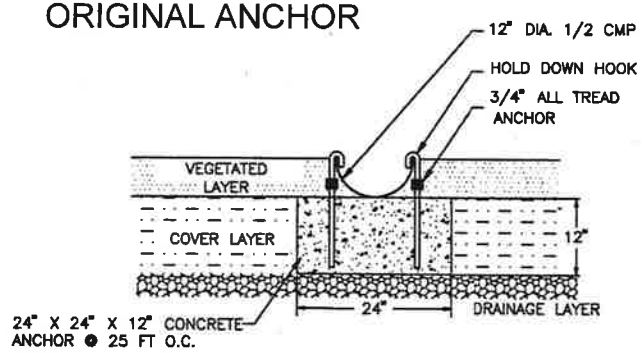
Drawn by: Lauchstedt
Checked by: Barnes
Project Number:

Sheet 5

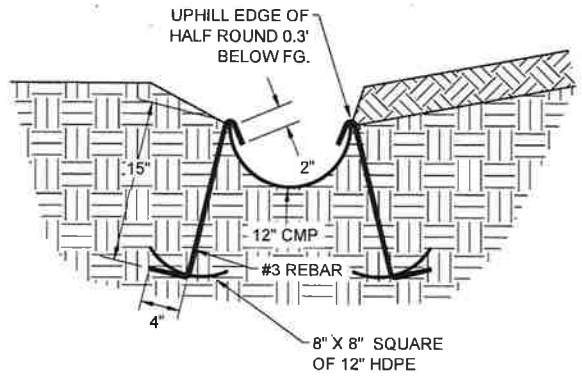


10/2|7 **SECTION J - DRAINAGE PROFILE**
NTS

ORIGINAL ANCHOR



32/7|7 **DETAIL 4 - CMP ANCHOR**
NTS



REVISED HALF PIPE ANCHOR

(PLACE AT EACH 2' OVERLAP JOINT)

No	REVISION	BY	DATE

County of Del Norte
Engineering & Surveying Division
981 "H" Street, Suite 110
Crescent City CA 95531
Ph. (707) 464-7229
Fax 465-0340

CRESCENT CITY LANDFILL
STORM DAMAGE REPAIR

AREA 3

COUNTY OF DEL NORTE EST 1857

REGISTERED PROFESSIONAL ENGINEER JAMES JOSEPH BARNTS No. 27681 Exp. 3-31-18 CIVIL STATE OF CALIFORNIA

Drawn by: Lauchstedt
Checked by: Barnts
Project Number:

Sheet 6

California OES

California Disaster Assistance Act Damage Survey Report (DSR)

3449

STATE DISASTER NUMBER: 2016-05 **FEDERAL DISASTER #:** N/A

STATE APPLICANT ID NUMBER: 015-91009-00 **FEDERAL PA ID #:** N/A

STATE INCIDENT PERIOD: 12/09/16 to 12/16/16

TYPE OF DISASTER: ☑ Governor's Proclamation *or* ☐ Director's Concurrence
☐ Earthquake *or* ☑ Flood/Winter Storm *or* ☐ Fire
☐ Other (Please Specify Type):

TYPE OF CDAA DSR: ☐ Emergency Work *or* ☑ Permanent Work
CATEGORY G PARKS, RECREATIONAL, AND OTHER

SUPPLEMENT TO CDAA DSR # : N/A

SUBGRANTEE NAME: Del Norte Solid Waste Management Authority

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):

Del Norte Solid Waste Management Authority (DNSWMA)
1700 State Street
Crescent City, CA 95531

LATITUDE	LONGITUDE
41 47" 35.74 - 124 13"07.65	
COUNTY:	
Del Norte	

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Due to a series of winter storms between 12-9-16 thru 12-18-16, high winds and persistent rain caused widespread flooding damage throughout the county of Del Norte. The result of the storm caused 3 areas of Del Norte Solid Waste Management Authority's landfill to become damaged. The Landfill is a dirt mound is approximately 22 acres on a 165 acre property. The surface vegetation, soils and drainage structures protect the liners covering the waste in place, and storm erosion of these surfaces and drainage structures requires repair. Area one damage is erosion of 40 Cubic Yards (CY) of earthen material plus disconnection and possible damage to 4 inch diameter plastic underdrain piping and herringbone (earthen mound approx. 5' wide) surface drainage structure. Area two damage is erosion of 30 CY of earthen material and erosion damage to surface drainage berms.(approx 2.5' tall and 5' wide) Area three damage is erosion of 720 CYs of earthen material damage to four herringbone surface drainage berms, (approx 2.5' tall and 5' wide, with lengths of approx. 96', 150', 96' and 84'), disconnection of downdrain (full-round HDPE corrugated pipe) with five inlets and eroded earthen material that clogged 430 feet of drainage channel, which had included a perforated HDPE drainage pipe covered by drain rock.

SCOPE OF WORK TO BE COMPLETED:

Area One
Uncover and reconnect or repair 4 inch sub-surface underdrain, replace approx. 40 Cubic Yards (CY) of erosion damage using dirt from stockpile on site, and repair 120 feet of herringbone berm. (120 ft length x 2.5' high x 5' wide)
Area Two
Replace approx. 30 Cubic Yards of eroded earthen materials damage using dirt stockpiled on site and repair two (2) 60 foot length x 2.5 feet tall x 5' wide drainage berms.
Area Three
Replace 720 CY eroded earthen materials area, covering area with 4 inches of soils stockpiled on site. Rebuild (approx. 150') downdrain using existing 12" HDPE full-round corrugated pipe segments and 5 inlets (each inlet to be reinforced with 5-8 sandbags), including a 2' by 2' concrete drop inlet with a metal grate at the base of the downdrain. Repair herringbone berms in four areas (approx 2.5' tall and 5' wide, with lengths of approx. 96 feet, 105 feet, 96 feet and 84 feet) using soils stockpiled on-stie and placing 12" corrugated metal half pipe for 2/3 length of each berm (i.e. lengths of 64 feet, 70 feet, 64 feet, and 56 feet). Clean eroded material from approx. 430' of drainage channel. Dispose damaged HDPE drainage pipe.
Hazard Mitigation: Place 4 inch Rip Rap (64 Cubic Yards or 85 tons) in drainage channel and construct water bar on access road.
Plans attached. Following the repairs, all areas will be seeded with grass seed and covered with straw.

Is this Facility Eligible for Federal Funds?	☐YES	☑NO	☐UNKN	**Federal DSR/PW Number:**	N/A
Federal Program: ☐FEMA	☐NRCS	☐FHWA	☐DISASTER	**Federal DSR/PW $ Amount:**	N/A
Is this an Historic Structure?	☐YES	☑NO	☐UNKN	**National Register?** ☐	**50+ Years Old?** ☐
Significant Effect on Environment?	☐YES	☑NO	☐UNKN	**Project Cat-X or Stat-X?**	☐YES ☐NO ☑UNKN
Is there Insurance for Damages?	☐YES	☑NO	☐UNKN	**Insurance Recovery:** $ 0	**Ins. Deductible** $0
Work done by Force Account Labor?	☐YES	☑NO	☐UNKN	**Percentage of Work Completed at Inspection:**	0%

Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet: **TOTAL COSTS:** **$0.00**

PAC Name Michael "Mac" McIntosh	**PAC Signature** Concur	**Date of Site Inspection:** 03/23/17 **Date of DSR Submission to Gillings:** **Recommend Eligible?** ☑YES ☐NO	
Name of Local Representative Tedd Ward	**Representative's Signature** Concur by phone	**Concur with Scope of Work?** ☑YES ☐NO **Contact Telephone Number** (707) 464-1100	
Name of Reviewer Peter Crase	**Reviewer** Concur	**Recommend Eligible?** ☑YES ☐NO	**Date Reviewed:**
Public Assistance Officer David Gillings	**PAO Signature**	☐ See attachment explaining changes or denial	**Approved?** ☐YES ☐NO **Amount $:**

COLLECTIONS CHANGE ORDER 13

CONTRACT: **FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLES COLLECTION SERVICES FOR CRESCENT CITY AND DEL NORTE COUNTY, CALIFORNIA**

CONTRACTOR: **RECOLOGY DEL NORTE, INC.**
AUTHORITY: **DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY**
SUBJECT: **TEMPORARY WAIVER OF REQUIREMENTS FOR RECYCLING PROCESSOR**

NATURE OF CHANGES: In order to give Recology Del Norte additional time to make other processing arrangements for recyclable materials, this Change Order temporarily waives the requirements of sections 3.02.F, Exhibit C1, Section E (last sentence), and 5.12.A(6) (except the first sentence) for an additional 60 days following the approval of this Change Order. Recology Del Norte will present to the Authority Director a new processing agreement, or combination of processing agreements, meeting the terms described in section 5.12 of the Franchise Collection Agreement within 60 days of the adoption of this Change Order. If such processing agreement cannot be secured within this time, Recology Del Norte must submit a plan describing how necessary recyclable materials processing and marketing services will be retained and the Authority indemnified as described in section 5.12.A(5). Failure to provide such a plan or processing agreement within 60 days of the adoption of this Change Order will constitute a violation of section 5.12.A(6) of the Franchise Collection Agreement.

These changes will be effective as of 15 August 2017.

CONTRACT TIME: Contract Time remains unchanged.

CONTRACT PRICE: This Change Order makes no changes to the Contract Price.

This Change Order is hereby approved:

DATE:_____

RECOLOGY DEL NORTE, INC.

BY: _____
Michael J. Sangiacomo, President & CEO

Del Norte Solid Waste Management Authority

BY:_____
Blake Inscore, Chair

BY:_____
Eli Naffah, Secretary

Approved as to form:

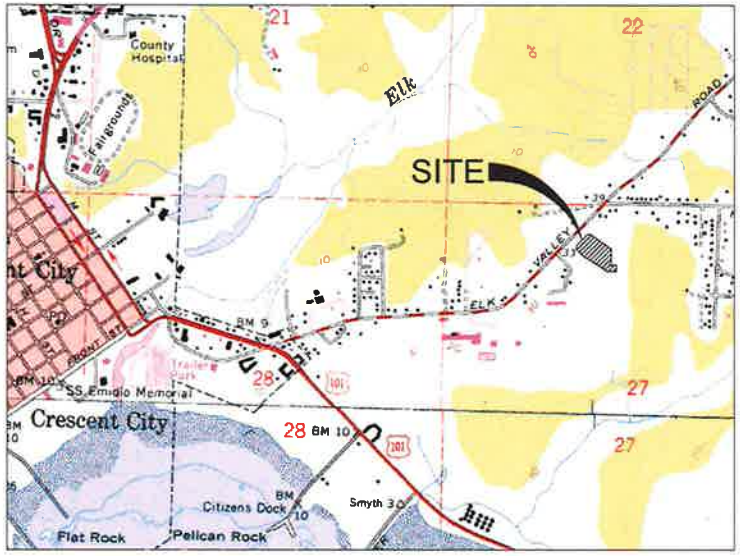
BY:_____
Martha D. Rice, General Counsel

4.1

DEL NORTE COUNTY TRANSFER STATION
FLOOR REPAIR

JULY 2017

VICINITY MAP



INDEX TO DRAWINGS

DRAWING	DRAWING TITLE
C1.0	COVER SHEET W/SITE LOCATION
C2.0	GENERAL NOTES
C3.0	SITE MAP
C4.0	FLOOR REPAIR PLAN
C5.0	DETAILS
C6.0	RAMP REPAIR

PLANS PREPARED BY: LAWRENCE AND ASSOCIATES
3590 IRON CT.
SHASTA LAKE, CA 96019

DRAFT

JESSE SOLORIO

PLANS PREPARED FOR: DEL NORTE SOLID WASTE
1700 STATE STREET
CRESCENT CITY, CA 95531

p:\015063.00_del norte landfill\floor_coversheet.dwg J.R.B. 7/21/2017

5.1

STANDARD GENERAL NOTES

1. THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THESE PLANS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2015 (CURRENT EDITION).
2. ANY CHANGES TO THESE PLANS MUST RECEIVE PRIOR APPROVAL FROM THE CLIENT AND LAWRENCE & ASSOCIATES.
3. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
4. CONTRACTOR'S CONSTRUCTION PRACTICES SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
5. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
6. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED WITHIN THESE PLANS, THE CONTRACTOR SHALL CONTACT LAWRENCE & ASSOCIATES AT (530) 275-4800 FOR FURTHER EXPLANATION, AS MAY BE NECESSARY.
7. UNLESS OTHERWISE NOTED, THE WORD "INSTALL" SHALL INCLUDE THE PURCHASE, DELIVERY, PLACEMENT, AND CONNECTION OF ITEMS DESCRIBED ON THESE PLANS AND ALL APPURTENANCES REQUIRED FOR A COMPLETE INSTALLATION.
8. THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS DURING THE CONSTRUCTION OF THIS PROJECT. THE DRAWINGS SHALL SHOW THE LOCATIONS, LENGTHS, AND DEPTHS OF ALL MATERIALS, EQUIPMENT AND WORK PERFORMED ON THIS PROJECT. SPECIFIC ATTENTION SHOULD BE GIVEN TO ACCURATE LOCATION OF BURIED PIPING AND UTILITIES. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL USE THE RECORD DRAWING TO DEVELOP A CLEAN, THOROUGH, AS-BUILT PLAN. EITHER AN ELECTRONIC COPY IN AUTOCAD FORMAT OR TWO PAPER COPIES SHALL BE PROVIDED TO THE OWNER.
9. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL SUBCONTRACTORS AND INSPECTION OF THEIR WORK. THE GENERAL CONTRACTOR WILL BE HELD RESPONSIBLE AND FINANCIALLY ACCOUNTABLE FOR DEFICIENCIES IN SUBCONTRACTORS WORK.
10. CONTRACTOR MUST NOTIFY OWNER, ENGINEER AND CQA MONITOR AT LEAST 48 HOURS PRIOR TO MOBILIZATION.

OWNER: TEDD WARD (707) 954-0953
ENGINEER: JESSE SOLORIO (530) 275-4800

MATERIALS AND WORKMANSHIP

1. MATERIALS AND EQUIPMENT USED WITHOUT APPROVAL BY THE OWNER MAY BE REJECTED BY THE OWNER WHETHER INSTALLED OR NOT.
2. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THESE DOCUMENTS. ANY DISCREPANCIES OR CONFLICTS BETWEEN THESE DOCUMENTS AND MANUFACTURER'S RECOMMENDATIONS OR APPLICABLE CODES AND REGULATIONS SHALL BE BROUGHT TO THE OWNER'S ATTENTION AND SHALL BE RESOLVED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION.
3. IF CONFLICT IS PRESENT BETWEEN THESE PLANS AND APPLICABLE CODES AND REGULATIONS, OR MANUFACTURER'S RECOMMENDATIONS, THE MOST STRINGENT OR RESTRICTIVE METHOD SHALL PREVAIL.

SITE SAFETY

1. THE CONTRACTOR SHALL MAINTAIN A CURRENT COPY OF THEIR GENERAL COMPANY SAFETY PLAN EITHER ON SITE OR WITHIN 1/2 HOUR ROUND-TRIP TRAVEL TIME OF THE SITE. A SITE-SPECIFIC SITE-SAFETY AND HEALTH PLAN SHALL BE KEPT ON SITE ANYTIME WORK IS CONDUCTED WITH HAZARDOUS MATERIALS. THE PLAN SHALL INCLUDE ALL POTENTIAL HAZARDS AND METHODS. FOR MITIGATING THE HAZARDS, THE PLAN SHALL INCLUDE DIRECTIONS AND A MAP SHOWING THE WAY TO THE NEAREST HOSPITAL, A LIST OF EMERGENCY PHONE NUMBERS, INCLUDING EMERGENCY SERVICES, THE OWNER, AND THE RESPONSIBLE CONTRACTOR'S BUSINESS, AND CELL PHONE NUMBERS.

PERMITS

1. NO PERMITS REQUIRED.

SCHEDULE

1. THE TRANSFER STATION WILL NOT BE OPERATIONAL WHILE WORK IS COMPLETED.
2. CONTRACTOR SHALL FINISH ENTIRE PROJECT IN ONE MOBILIZATION OVER A MAXIMUM OF 72 HOURS.

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 015063.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: N.T.S.
ENGINEER: J. SOLORIO	DATE:
CHECKED BY: C. COLES	DATE:

ORIGINAL SCALE IN INCHES 0 1 2

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

FLOOR REPAIR

DEL NORTE COUNTY
TRANSFER STATION

GENERAL NOTES

DRAFT

DRAWING: C2.0
SHEET: 2 OF 6
DATE: 7/21/2017

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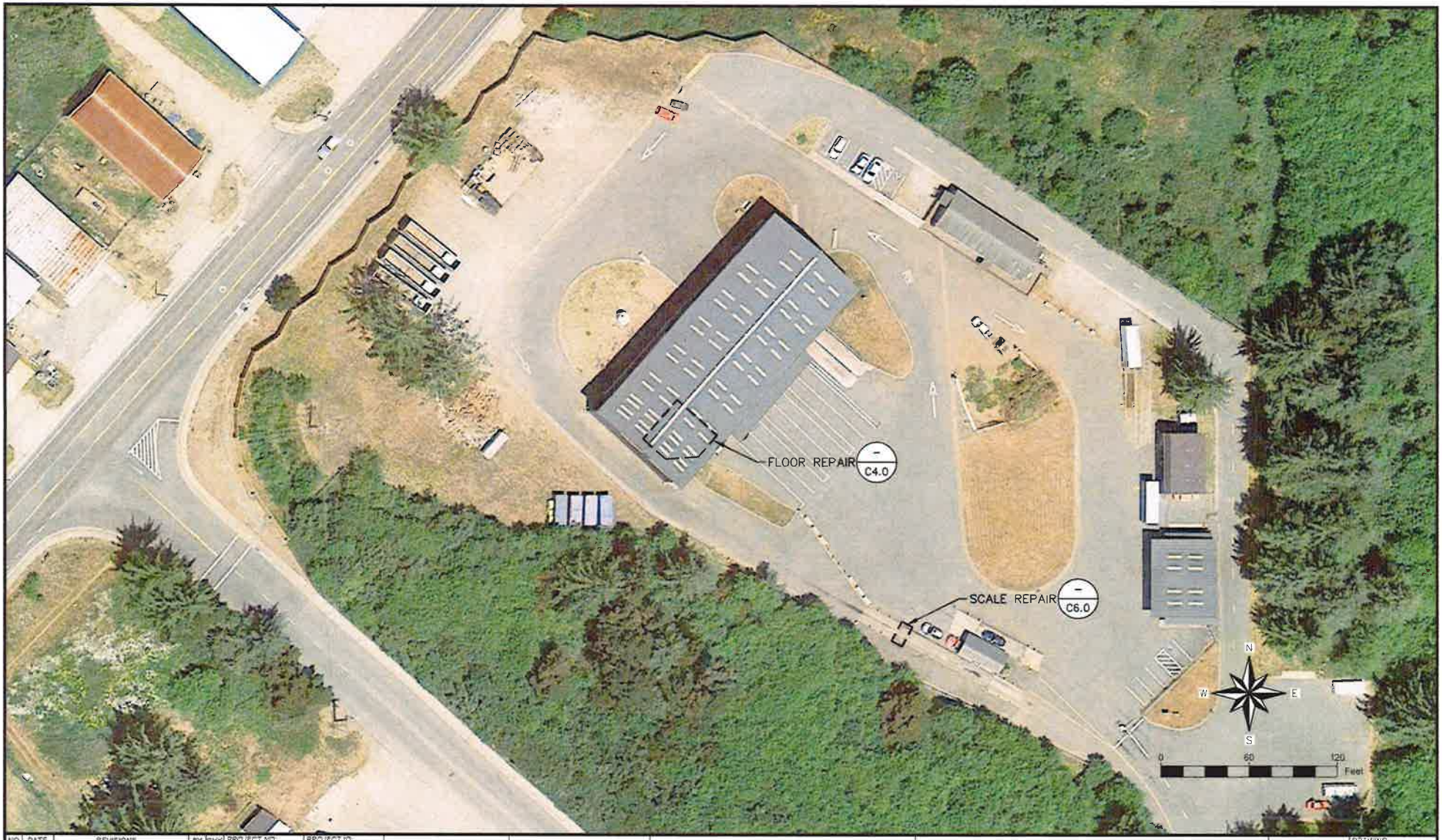

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 015063.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: 1" = 30'
ENGINEER: J. SOLORIO	DATE:
CHECKED BY: D. COLES	DATE:

ORIGINAL SCALE IN INCHES
0 1 2

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

FLOOR REPAIR

DEL NORTE COUNTY
TRANSFER STATION

SITE MAP

DRAFT

DRAWING: C3.0
SHEET: 3 OF 6
DATE: 7/21/2017

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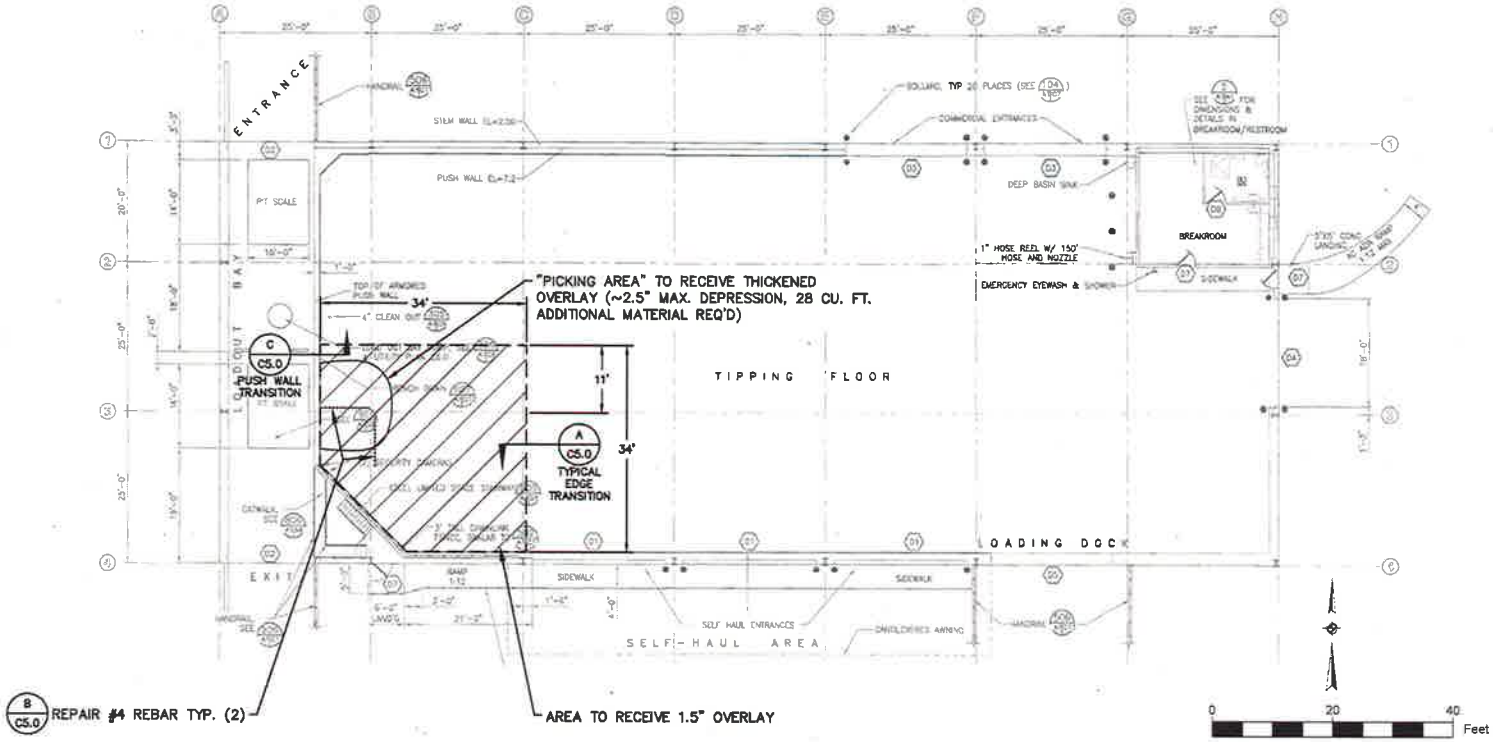

LEGEND

AREA TO BE COVERED WITH 1.5" HIGH STRENGTH CEMENTITIOUS METALIC TOPPING.

1,050 S.F. — AREA OF REPAIR SQ. FT.

BACKGROUND IMAGE FROM: WINZLER & KELLY CONSULTING ENGINEERS 1/7/04

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 015063.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: 1" = 10'
ENGINEER: J. SOLORIO	DATE:
CHECKED BY: C. COLES	DATE:

ORIGINAL SCALE IN INCHES 0 1 2

LAWRENCE & ASSOCIATES ENGINEERS & GEOLOGISTS

FLOOR REPAIR

DEL NORTE COUNTY TRANSFER STATION

FLOOR REPAIR PLAN

DRAFT

DRAWING: C4.0

SHEET: 4 OF 6

DATE: 7/21/2017

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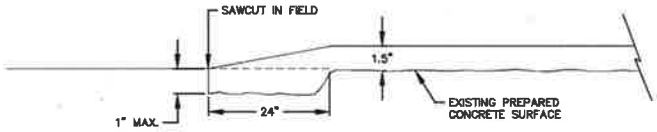
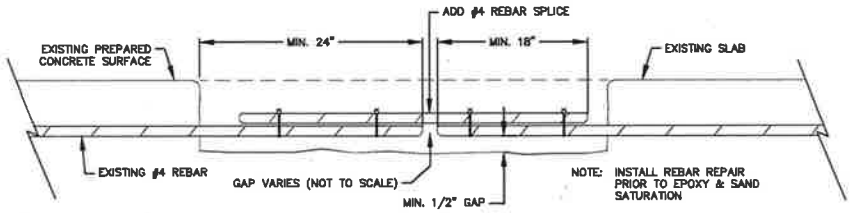


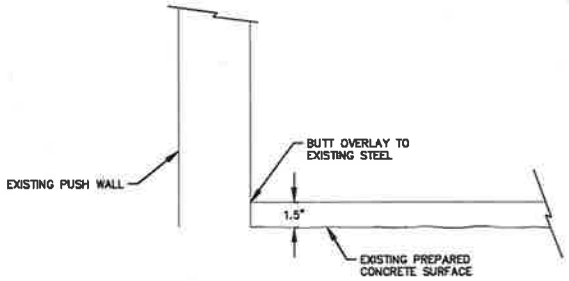
A C3.0 TYPICAL EDGE TRANSITION

NTS



B C3.0 REPAIR OF DAMAGED REBAR

NTS



C C3.0 PUSH WALL TRANSITION

NTS

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 015063.00
PROJECT ID:
DRAWN BY: J. BEERS
SCALE: N.T.S.
ENGINEER: J. SOLORIO
DATE:
CHECKED BY: C. COLES
DATE:

ORIGINAL SCALE IN INCHES 0 1 2

LAWRENCE & ASSOCIATES ENGINEERS & GEOLOGISTS

FLOOR REPAIR

DEL NORTE COUNTY TRANSFER STATION

DETAILS

DRAFT

DRAWING: C5.0

SHEET: 5 OF 6

DATE: 7/21/2017

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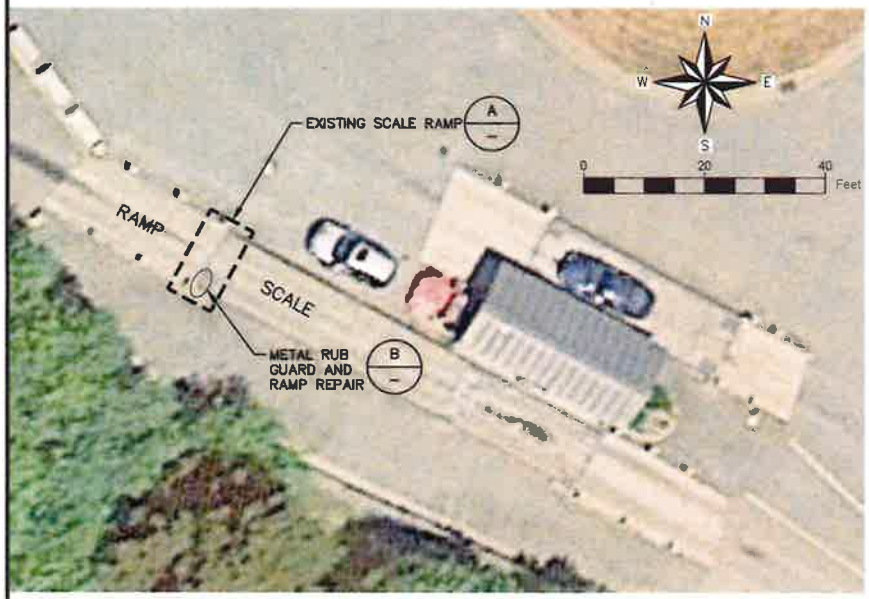
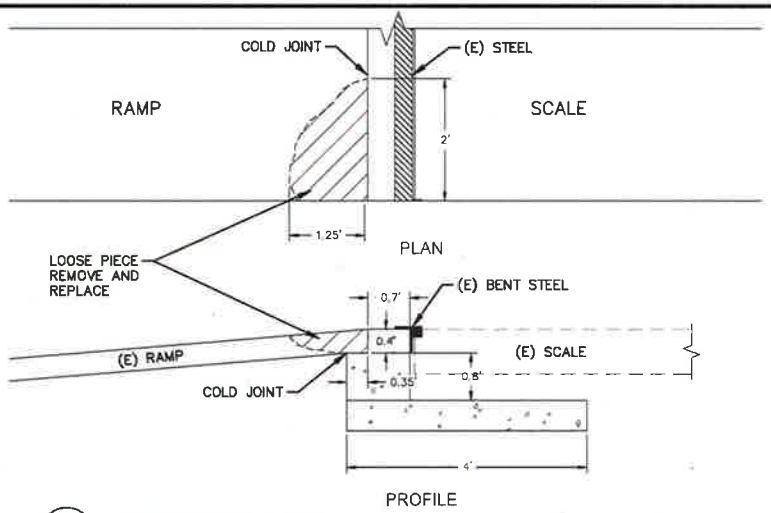
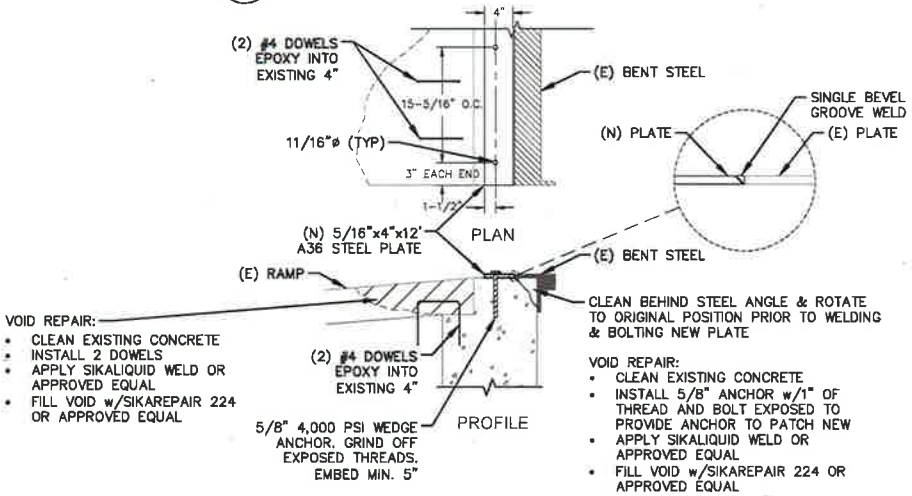




A — EXISTING SCALE RAMP

SCALE: 1" = 1'



VOID REPAIR:
- CLEAN EXISTING CONCRETE
- INSTALL 2 DOWELS
- APPLY SIKALIQUID WELD OR APPROVED EQUAL
- FILL VOID w/SIKAREPAIR 224 OR APPROVED EQUAL

VOID REPAIR:
- CLEAN EXISTING CONCRETE
- INSTALL 5/8" ANCHOR w/1" OF THREAD AND BOLT EXPOSED TO PROVIDE ANCHOR TO PATCH NEW
- APPLY SIKALIQUID WELD OR APPROVED EQUAL
- FILL VOID w/SIKAREPAIR 224 OR APPROVED EQUAL

B — METAL RUB GUARD AND RAMP REPAIR

NOT TO SCALE

NO.	DATE	REVISIONS	BY	CHK

PROJECT NO: 015063.00	PROJECT ID:
DRAWN BY: J. BEERS	SCALE: AS SHOWN
ENGINEER: J. SOLORIO	DATE:
CHECKED BY: C. COLES	DATE:

ORIGINAL SCALE IN INCHES 0 1 2

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

FLOOR REPAIR

DEL NORTE COUNTY TRANSFER STATION

RAMP REPAIR

DRAFT

DRAWING: C6.0

SHEET: 6 OF 6

DATE: 7/21/2017

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DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

Project Manual

FOR

Del Norte Waste Transfer Station Floor Repair

Del Norte Solid Waste Management Authority

1700 State Street

Crescent City, CA 95531

Ted Ward, Director – (707) – 465-1100

tedd@recycledelnorte.gov

Bids Due: **October 4th, 2017**
On or Before 3:00 p.m.
Pacific Standard Time
Office of the Purchasing Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

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SECTION 00 10 00
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Del Norte Solid Waste Management Authority ("Authority") will receive sealed bids from contractors licensed in accordance with the provisions of the Public Contract Code for the furnishing of all labor, materials, equipment, transportation, and services for the performance of the following work:

Del Norte Transfer StationFloor Repair

in accordance with the Plans and Specifications thereof on file in the office of the Del Norte Solid Waste Management Authority, 1700 State Street, Crescent City, California,

SCOPE OF WORK

The work consists of repairing the eroded concrete tipping floor in the Del Norte County Transfer Station using specialized concrete topping materials. The work also includes minor repairs at the ramp to the weigh scales for the Facility.

PLANS AND SPECIFICATIONS AVAILABLE:

Plans and Specifications and addenda for the work may be obtained at the Authority website, http://www.recycledelnorte.ca.gov/

PRE-BID MEETING:

There will be one non-mandatory **pre-bid meeting on September 20, 2017** at **10:30 a.m. local time**. The meeting will be conducted at the site, 1700 State Street, Crescent City CA 95531. Attendance at this meeting is not mandatory for bidders.

SEALED BIDS:

Bid Location: Sealed bids on the above project shall be either mailed or delivered to:

Purchasing Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, California, 95531

Bid Date/Time: On or before 3:00 p.m, local time, on October 4th, 2017. Said bids will be opened in public at or after 3:00 p.m. local time of said day in the office of the Purchasing Manager. Bids shall be submitted only on the forms provided thereof.

Any and all questions prior to bid shall be submitted in writing via email to Tedd Ward, Director at tedd@recycledelnorte.ca.gov. There will be no response provided to questions submitted after 5:00 p.m. on Friday, September 29, 2017.

BIDDER'S BOND:

Bids must be accompanied by a bidder's bond approved by the Authority or a certified or cashier's check for at least 10 percent of the amount bid and made payable to the Del Norte Solid Waste Management Authority. Said Bidder's Bond or certified or cashier's check shall be declared forfeited if the successful bidder refuses or neglects to enter into contract after being so requested by the Authority. Said Bond shall be obtained from an admitted surety company satisfactory to the Authority.

CONTRACTOR'S LICENSE REQUIRED:

The Authority will not consider or accept any bids from contractors who are not licensed to do business in the State of California and are in possession of a current Class A contractor's license or combination of Class C licenses necessary to do the work of the contract.

If the license classification specified herein above is that of a "Specialty Contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the Contract shall itself construct a majority of the Work in accordance with the provisions of the Business and Professions Code.

SUBCONTRACTOR'S LIST: Each bid filed shall set forth:

a. The work to be performed and the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the general contractor in or about the construction of the work or improvement in an amount in excess of 1/2 of 1 percent of the general contractor's total bid; and

b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code; and

c. All bids shall be submitted subject to the terms, conditions, and penalties of Sections 4100 through 4113 inclusive of the Public Contract Code.

BONDS AND INSURANCE REQUIRED:

a. Performance and Maintenance Bond(s) - The successful bidder shall file with the Authority, at the time of execution of the Contract, a Performance Bond acceptable to the Authority in the full amount of the Contract Price, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the Authority.

b. Payment Bond - The successful bidder shall file with the Authority, at the time of execution of the Contract, a Payment Bond acceptable to the Authority in an amount equal to fifty percent (50%) of the Contract Price, as security for the payment of all persons supplying labor and materials for the construction of the Work.

c. Form of Bonds - The Bonds shall be submitted on the bond forms contained in these Contract Documents or shall be in substantial compliance with same. Compliance shall be judged solely by the Authority.

d. All bonds required, whether Bid, Performance, Payment, or Maintenance shall be issued by an admitted surety insurer. The Bid Bond and Payment Bond must be issued by the same admitted surety insurer. The Bonds required by these specifications will neither be accepted nor approved by the Authority unless the Bonds are underwritten by an admitted surety, the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met, and the Bond is accompanied by the County Clerk's certificate as provided for in Code of Civil Procedure section 995.640(b). The Authority further reserves the right to satisfy itself as to the acceptability of the surety and the form of each bond. The bidder must submit, together with the Bonds, the following documents:

1. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.

2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.

3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Section 173 of the California Corporations Code.

If the surety insurer is found not to be an admitted surety insurer, the bid shall be determined to be non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond as set forth in Section 12090 of the California Insurance Code, or if the bidder fails to provide the specified documents, the bid may be determined to be non-responsive and may be rejected.

e. Power-of-Attorney - The Attorney-in-Fact who executes this bond on behalf of the Surety must attach a notarized copy of his or her power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

f. Surety - The Surety furnishing these bonds shall have a sound financial standing, a record of service satisfactory to the Authority, and be authorized to do business in the State.

The successful bidder shall be required to furnish certificates indicating that he or she carries adequate workmen's compensation insurance and public liability and property damage insurance, which list the Authority as an additional insured.

SUBSTITUTION OF SECURITIES:

Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by Authority to insure performance of the Contract pursuant to Public Contracts Code Section 22300.

PREVAILING WAGE PROVISION:

a. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor and such laborers and mechanics.

b. Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate as contained in this contract.

d. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit $200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which the worker is employed. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages or liability for any penalties pursuant to Labor Code Sections 1770to 1775, inclusive.

e. Copies of the applicable prevailing wage rates are available at the website of the California Department of Industrial Relations, http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

f. Any or all portions of this Section shall not be applicable to the extent that Contractor is specifically exempted from said requirements by statute. However, in the event that Contractor is so exempted, Contractor shall provide the legal authority for the claimed exemption.

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

MISCELLANEOUS:

The Authority reserves the right to reject any or all bids or to waive any informality in any bid.

If this contract is awarded, then the Notice of Award shall be issued to the lowest responsible bidder within sixty (60) days following the bid opening.

Unless otherwise required by law, no bidder may withdraw his bid for a period of 60 days after the date the Board awards bid to the lowest responsible bidder. The Bid Bond shall be returned 60 days from the time the Award is made.

BY ORDER OF THE BOARD OF DIRECTORS OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY, Crescent City, California.

Original Signed

Original Signed by: xxxxxxxxxxxxxxx
Chairman, Board of Directors

Dates of Publication: August 15, 2017

SECTION 00 20 00
INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL:

The outside of the envelope in which the bid is submitted shall include the bidders name and be plainly marked:

"Del Norte County Transfer Station Floor Repair"

Bids shall be made upon the forms included in these specifications and available at the Purchasing Division page of the Del Norte Solid Waste Management Authority website, http://www.recycledelnorte.ca.gov/. All items shall be filled in and the signatures of all persons signing shall be in longhand. Unless bids are submitted on these forms, they will not be considered by the Board of Directors. Each bidder shall write out the total amount of his or her bid in addition to inserting the same in figures.

Mistakes must be corrected and the correction inserted. Corrections must be initialed in ink by the person presenting the proposal.

EXAMINATION OF CONTRACT DOCUMENTS:

The bidders shall carefully examine the Plans and Specifications, and satisfy themselves as to their sufficiency. The bidders shall not at any time after submission of the bids, dispute or complain of the Plans and Specifications, the directions explaining or interpreting them, or assert that there is any misunderstanding in regard to the location, extent, nature, or amount of work to be performed.

Should a bidder find discrepancies in, or omissions from, the Plans and Specifications, or should he or she be in doubt as to their meaning, he or she shall at once notify the Del Norte Solid Waste Management Authority Director, or his designee, and should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all bidders and made a part of the contract. The Del Norte Solid Waste Management Authority Director, or his designee, will not be responsible for any oral instructions. No proposal will be considered which makes exceptions, changes, or reservations to the Plans or Specifications. Exceptions, explanations, or alternate proposals may be made on a separate sheet, attached to the proposal form. However they will not be considered in determining the low bid.

EXAMINATION OF PROJECT SITE:

Bidders shall examine the site and have full knowledge of all facilities and difficulties affecting the work which may not be set forth herein. No allowance shall subsequently be made because of lack of such examination or knowledge.

Bidders are presumed to have visited and inspected the site and familiarized themselves with the conditions there existing. The submittal of a bid shall be considered an acknowledgment on the part of the bidder of familiarity with the conditions at the construction site.

SUBCONTRACTOR LIST:

Pursuant to the provisions of Section 4104 of the Public Contract Code of the State of California, every bidder shall set forth in his or her bid the following:

a. Subcontractor Information: The work performed, the name, the license number, and location of the place of business of each subcontractor who will perform work or labor or render services to the bidder in or about the construction of the work or improvement in an amount in excess of 1/2 of 1 percent of the bidder's total bid.

b. Work Conducted by Subcontractor: The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of 1/2 of 1 percent of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Owner, either:

1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

3. Other than in the performance of Change Orders, causing changes or deviations from the Contract, sublet, or subcontract any portion of the work in excess of 1/2 of 1 percent of the total bid as to which his original bid did not designate a subcontractor.

All bids shall be submitted subject to the terms, conditions, and penalties of Sections 4100 to 4113, inclusive, of said Public Contract Code, as AMENDED.

NON-COLLUSION AFFIDAVIT:

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded, alternative wording will not be accepted. Notarization of signature is required. The affidavit is included with the Proposal.

BIDDER'S BOND:

Bids must be accompanied by a bidder's bond approved by the Del Norte Solid Waste Management Authority or a certified or cashier's check for at least 10 percent of the amount bid and made payable to the Del Norte Solid Waste Management Authority, State of California. Said bidder's bond shall be by an admitted surety insurer, cash, certified or cashier's check and shall be declared forfeited if the successful bidder refuses or neglects to enter into a contract after being requested to do so by the Del Norte Solid Waste Management Authority Board of Directors.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form contained in the Proposal, or one conforming substantially thereto in form and content, as determined by the Del Norte Solid Waste Management Authority.

RETURN OF BID SECURITY:

Contractors submitting bids on this work agree that the Board of Directors may retain the bid security submitted with the bid for 60 days after the Board awards the bid to the lowest responsible bidder. Retained security will be returned 60 days after the bid is awarded or immediately in case all bids are rejected.

AWARD OF CONTRACT:

Within sixty (60) calendar days after opening of Proposals, the Board of Directors will accept one of the Proposals or will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written Notice of Award, mailed to the office designated in the Proposal, or delivered to the lowest responsible bidder's representative. In the event of failure of the lowest responsible bidder to sign the

Construction Agreement and provide an acceptable Performance Bond, Payment Bond, and insurance certificates, the Del Norte Solid Waste Management Authority may award the contract to the next lowest responsible bidder. Such award, if made, will be made within 90 days after opening of Proposals.

TYPE OF PROPOSAL:

The Proposal for the work is to be submitted on a Lump Sum basis. Lump Sum amounts shall be submitted on all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Plans, but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

BASIS OF AWARD:

The contract will be awarded to the lowest single responsible bidder. However, the Del Norte Solid Waste Management Authority reserves the right to reject any and all bids if deemed excessive and re-advertise for bids, provide for the work to be done by alternative means, or not construct the project at all. The Del Norte Solid Waste Management Authority also reserves the right to waive any informality or irregularity in any bid.

The low bidder will be determined on the basis of the total of the extension of the Unit Prices shown in the base bid presented in the Proposal.

EXECUTION OF CONTRACT:

The successful bidder shall execute the contract in accordance with the proposal as accepted within 10 working days of the date of mailing the Notice of Award to him or her at his or her address given below and secure workmen's compensation and any other required insurance and bonds within said time. If the bidder should fail to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid, shall become the property of, and be retained by, the Del Norte Solid Waste Management Authority as liquidated damages for such failure, provided that if the successful bidder shall execute the contract, secure workmen's compensation, and any other required insurance and bonds, his or her check or bid bond shall be returned to him or her within 10 days thereafter.

CONTRACT BONDS:

a. Performance and Maintenance Bond(s) - The successful bidder shall file with the Del Norte Solid Waste Management Authority, at the time of execution of the Contract, a Performance Bond acceptable to the Del Norte Solid Waste Management Authority in the full amount of the Contract Price, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the Del Norte Solid Waste Management Authority.

b. Payment Bond - The successful bidder shall file with the Del Norte Solid Waste Management Authority, at the time of execution of the Contract, a Payment Bond acceptable to the Del Norte Solid Waste Management Authority in an amount equal to one hundred percent (100%) of the Contract Price, as security for the payment of all persons supplying labor and materials for the construction of the Work.

c. Form of Bonds - The Payment Bond shall be submitted on the bond form contained in these Contract Documents or shall be in substantial compliance with same. Compliance shall be judged solely by the Del Norte Solid Waste Management Authority.

d. All bonds required, whether Bid or Payment, shall be issued by an admitted surety insurer. The Bid Bond and Payment Bond must be issued by the same admitted surety insurer. The Payment Bond required by these specifications will neither be accepted or approved by the Del Norte Solid Waste Management Authority unless the bond is underwritten by

an admitted surety and unless the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bond is accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure section 995.640(b). The Del Norte Solid Waste Management Authority further reserves the right to satisfy itself as to the acceptability of the surety and the form of each bond. The bidder must submit together with the Payment Bond, the following documents:

1. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and on behalf of the bidder. .

2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.

3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.

If the surety insurer is found not to be an admitted surety insurer, the bid shall be determined to be non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code, or if the bidder fails to provide the specified documents, the bid may be determined to be non-responsive and may be rejected.

e. Power-of-Attorney - The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his or her power-of-attorney as evidence of his or her authority to bind the Surety on the date of execution of the bond.

f. Surety - The Surety furnishing these bonds shall have sound financial standing, a record of service satisfactory to the Del Norte Solid Waste Management Authority, and be authorized to do business in the State of California.

NOTICE TO PROCEED:

The successful bidder shall commence work within fourty-two (42) calendar days after the receipt of the written Notice to Proceed or, if no such written Notice to Proceed is issued, within fourty-two (42) calendar days from the date of execution of the Construction Agreement.

TIME FOR COMPLETION:

The successful bidder shall complete said work within 45 calendar days from the date of commencement work as defined in the above paragraph "Notice to Proceed". Once work on the tipping floor begins, the work on the floor must be completed within 3 calendar days.

PERFORMANCE OF WORK:

The work shall be performed in a workmanlike, diligent, and expeditious manner with such force and materials as may be required, time being of the essence of the contract.

SECTION 00 42 00
BID PROPOSAL

For

Del Norte Waste Transfer Station Floor Repair

TO: Purchasing Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, California 95531

Gentlemen:

Having carefully examined the Notice to Contractors, Instruction to Bidders, General Conditions, Supplemental Conditions, Specifications, Plans and form of the Construction Agreement for the **Del Norte Waste Transfer Area Floor Repair,** and having examined the site of the work and conditions affecting it, the undersigned proposes to execute the complete work in full accordance with the plans and specifications for the sum quoted below.

BIDDER'S DECLARATION AND UNDERSTANDING:

In submitting this proposal, the undersigned understands and agrees that the Del Norte Solid Waste Management Authority Board of Directors, Crescent City, California, shall and does reserve the right to reject any and all proposals, to accept other than the lowest proposal, and to waive any informality in any proposal.

The undersigned also understands and agrees that said Board reserves the right to accept or reject his or her proposal at any time within 60 days following the date the Board executes the contract with the lowest responsible bidder. The undersigned further understands and agrees that this proposal shall be valid and effective until the expiration of said period and that the certified or cashier's check or bidder's bond accompanying this proposal shall be valid and effective for a period of 90 days following the date the Board executes the contract with the lowest responsible bidder.

The undersigned has carefully examined the sites where the work is to be done, and in addition has carefully examined and is thoroughly familiar with said Drawings and Specifications, and is familiar with local conditions affecting the cost of the construction herein bid upon, and further understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making this proposal.

In submitting this Bid, Bidder represents that:

(a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, availability of labor, and all local conditions, Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work, and has thoroughly examined the plans and specifications.

(c) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents. No additional information or data will be required by Bidder in order to perform and furnish the Work at the contract Price, within the contract Time, and in accordance with the other terms and conditions of the Contract documents, including specifically the provisions of the General Conditions.

(d) Bidder has correlated the results of all such observations with the terms and conditions of the Contract Documents.

(e) Bidder has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.

EXECUTION OF CONTRACT AND NOTICE TO PROCEED:

The successful bidder shall execute the contract in accordance with the proposal as accepted, within 10 working days of the date of mailing the Notice of Award to him or her at his or her address as given below and secure workmen's compensation and any other required insurance and bonds within said time. If the bidder fails to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid shall become the property of, and be retained by, the Del Norte Solid Waste Management Authority as liquidated damages for such failure, provided that if said undersigned shall execute the contract, secure workmen's compensation, and any other required insurance and bonds, his or her check or bid bond shall be returned to him or her within 10 days thereafter.

TIME FOR COMPLETION:

The successful bidder shall complete said work within 45 calendar days from the date of commencement work as defined in the above paragraph "Notice to Proceed". Once work on the tipping floor begins, the work on the floor must be completed within 3 calendar days.

The undersigned understands and agrees that time of performance is of the essence of the contract.

The undersigned agrees, if awarded the contract for the work included in the Proposal as accepted, to commence work within 42 calendar days after the receipt of written Notice to Proceed or, if no such written Notice to Proceed is issued, within 42 calendar days from the date of execution of the Construction Agreement.

LIQUIDATED DAMAGES:

The undersigned further agrees that there may be deducted from this contract price the sum of **$500.00 per calendar day** for each work day beyond the original contract completion time, and **$5,000** for each day past the 3 day limit for work on the tipping floor, excepting any extension obtained for cause.

BID BOND:

The certified or cashier's check, or bidder's bond accompanying this proposal is equal to 10 percent or more of the total sum or sums bid under the several bid proposals.
Enclosed find (check one):

( ) Bidder's Bond
( ) Certified Check
( ) Cashier's Check No.___in the amount of for 10% of the bid amount

BID FORM

The undersigned agrees to perform all work within the time provided, assuming the obligation for the liquidated damages herein before specified, for the construction of the **Del Norte Waste Transfer Station Floor Repair,** as indicated in the Drawings and Specifications, for the lump sum price of:

Base Bid:

$ DOLLARS
(Figures)

$ _____
(Words)

SIGNATURE:

The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

The Contractor's license number of the undersigned is: _____

License Expires: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name: _____

Business Address: _____

Mailing Address: _____

Telephone No.:(____) _____ - _____

Signature of Bidder: _____

Date:_____, 20_____

No bid is valid unless signed by the person making the bid. If the party is an individual the same shall be signed by the individual; if the party is a partnership the name of the partnership shall be given and signed by one of the partners; if the same is a corporation the proposal bid must be signed for the corporation by its properly authorized officer or officers.

****

SUBCONTRACTOR LIST CONTRACTOR NAME: _____

Del Norte Waste Transfer Area Floor Repair

The following listed subcontractors are proposed to perform the categories of work hereinafter referred to. All work not covered in the following list will be performed directly by the General Contractor. (Note: This list shall contain the name, address, and telephone number of each subcontractor and an enumeration of work to be performed by each in excess of one-half (1/2) of one percent (1%) of General Contractor's total bid.)

WORK TO BE PERFORMED	NAME OF SUB-CONTRACTOR	MAILING ADDRESS/PHONE NUM./CONTRACTOR LICENSE #

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contracts thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____

The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

The Contractor's license number of the undersigned is_____License Expires: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name: _____

Business Address:_____

Mailing Address: _____

Telephone No.: _____

Signature of Bidder: ___

_____ Date:

_____, 20_____

No bid is valid unless signed by the person making the bid. If the party is an individual the same shall be signed by the individual; if the party is a partnership the name of the partnership shall be given and signed by one of the partners; if the same is a corporation the proposal bid must be signed for the corporation by its properly authorized officer or officers.

Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me

This_____ day of_____,_____ by
Date Month Year

(1)_____
Name of Signer(s)

(2)_____
Name of Signer(s)

_____
Signature of Notary Public

SECTION 00 43 13
BIDDER'S BOND

We,

_____as Principal, and

as Surety, are bound unto Del Norte Solid Waste Management Authority as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

Whereas, the Principal is submitting a bid to the Obligee, for

Del Norte Waste Transfer Station Floor Repair

for which bids are to be opened at the Office of the Purchasing Manager of the Del Norte Solid Waste Management Authority, 1700 State Street, Crescent City, California, on or after **3:00 p.m., local time, on October 4th, 2017**.

NOW, THEREFORE, if Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract in the prescribed form and in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance, another to remedy without cost any defects during the guarantee period and the third to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated:_____, 20___

Principal

Surety

By:
Attorney-in-Fact

SECTION 00 45 00
CERTIFICATE OF ACKNOWLEDGMENT

State of California

Del Norte Solid Waste Management Authority

On this_____day of_____in the year 20____before me

_____, personally appeared

_____, personally known to me (or proved Attorney-in-Fact to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of

_____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)
Notary Public

SECTION 00 52 13
CONSTRUCTION AGREEMENT
for
Del Norte Waste Transfer Area Floor Repair

THIS AGREEMENT, made and entered into this_____day of_____, 2017 by and between the Del Norte Solid Waste Management Authority, hereinafter referred to as "Owner", and_____ _____hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

ARTICLE 2
THE WORK

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **Del Norte Waste Transfer Station Floor Repair** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3
TIME FOR COMPLETION:

3.1 For the purpose of determining the contract completion date, the date of commencement shall be fourty-two (42) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be fourty-two (42) calendar days from the date of this Agreement.

3.2 The Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **45 calendar days** from the date of commencement. Once work on the tipping floor begins, the work on the floor must be completed within 3 calendar days.

ARTICLE 4
THE CONTRACT PAYMENT

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of $_____, lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6
FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code Sections 7100 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7
MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion, The Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor begins construction and does not complete the work within three (3) days, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **$5,000.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract. In the event that construction does not commence by a date required to achieve substantial completion by the end of forty-five days from the Notice to Proceed, The Contractor shall be required to pay the owner **$500** per calendar day until work is complete.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated August 2017.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
Supplementary Conditions	N/A	3

9.1.4 The Specifications contained in the contract documents approved by the Del Norte Solid Waste Management Authority Board of Directors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Del Norte Solid Waste Management Authority Board of Directors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Directors and the Contractor has executed this Agreement on the day and year first above written.

_____OWNER:

_____By

_____CONTRACTORS:

_____By

_____By

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.

SECTION 00 61 13
CALIFORNIA PERFORMANCE BOND

BOND NO.

AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY** as OWNER (Obligee), in the sum of:

_____DOLLARS ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain

Contract hereto attached, with the OWNER, dated_____, 20 , for:

Del Norte Waste Transfer Station Floor Repair

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

Whenever the Contractor shall be, and declared in default under the contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the contract in accordance with its terms or conditions; or

(2) Obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms or conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.
IN WITNESS WHEREOF, the above parties bounded together have executed

this instrument this____day of_____, 20 , the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By_____(Seal)

Attest

SURETY

By_____(Seal)

Attest

The rate of premium on this bond is_____per thousand.

Total amount of premium charged $

* * * * * *

SECTION 00 61 16
CALIFORNIA PAYMENT BOND

BOND NO.

AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY** as OWNER (obligee), in the sum of:

_____ DOLLARS ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated_____, 20 , for:

Del Norte Waste Transfer Station Floor Repair

That, if said Contractor, his or its heir, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Now, therefore, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this____day of_____, 20 , the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By

Attest

SURETY

By_____(Seal)

Attest

The rate of premium on this bond is $_____per thousand.

Total amount of premium charged $_____.

* * * * *

SECTION 00 61 19
MAINTENANCE BOND

BOND NO.

AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that

of

hereinafter called the CONTRACTOR (Principal), and

a corporation duly organized and existing under and by virtue of the laws of the State of_____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto **DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY** as OWNER (Obligee), in the sum of:

_____DOLLARS ($_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain

Contract hereto attached, with the OWNER, dated_____, 20 , for:

Del Norte Waste Transfer Station Floor Repair

NOW, THEREFORE, the condition of this obligation is such that if above bonded CONTRACTOR shall remedy without cost to the said OWNER any defects which may develop during a period of one year from the date of completion and acceptance of the work performed under said contract provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties bounded together have executed

this instrument this____day of_____, 20 , the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By_____(Seal)

Attest

SURETY

By_____(Seal)

Attest

The rate of premium on this bond is_____per thousand.

Total amount of premium charged $

* * * * * *

SECTION 00 72 00
GENERAL CONDITIONS
(October 2015)

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Owner: The Del Norte Solid Waste Management Authority is the Owner and is identified as the Owner in the Agreement and these General Conditions. The term Owner and pronouns in place of the same shall mean the Del Norte Solid Waste Management Authority acting by and through its designated representative.

1.1.2 Owner's Representative: This term shall refer to the Executive Director of the Del Norte Solid Waste Management Authority or his designated representative, or to an officer of the Del Norte Solid Waste Management Authority as may otherwise be designated in the Supplemental Conditions.

1.1.3 Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or the Contractor's authorized representative.

1.1.4 Inspector: The Del Norte Solid Waste Management Authority Director or his agent employed as the inspector on the Work.

1.1.5 Subcontractor: Those contractors, of whatever tier, furnishing labor or material, or both, for the work under the Contract with the Contractor.

1.1.6 Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

1.1.7 Final Payment: The Final Payment shall be the last Progress Payment made to Contractor and shall not be considered to be the payment of any or all of the 5% retention.

1.1.8 Field Order: A written order of the Inspector directing the Contractor to conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project.

1.1.9 Construction Change Directive: A written order prepared by the Inspector and signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between Owner and Contractor.

1.1.10 Change Order: A Change Directive prepared by the Inspector and signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract price, if any, and 3) the extent of the adjustment in the Contract time, if any.

1.1.11 Contract Documents: The Contract Documents shall include the following documents: Construction Agreement, Proposal, Notice to Contractors, Instruction to Bidders, Supplementary Conditions, General Conditions, Specifications, Drawings, Addenda, Field Orders, Change Directives and Change Orders.

1.1.12 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.13 Project: The total construction, including construction site, of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.14 Plans: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.15 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

1.1.16 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

1.2 CONTRACT DOCUMENTS

1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned therein shall be performed or furnished. The Contractor admits and agrees that the Specifications exhibit the intent and purpose of the Owner in regard to the work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only, and he or she further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.

1.2.2 Misuse of Words or Punctuation: The misplacement, addition or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Specifications. Any part of the work, or any article pertaining thereto which is not specifically set forth in these Specifications, but which is necessary for the proper completion of the work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Specifications. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Specifications.

1.2.3 Precedence, Discrepancies, and Omissions: In resolving inconsistencies that may exist between any of the Contract Documents, precedence shall be given in the following order: 1) Construction Agreement, 2) Proposal, 3) Notice to Contractors, 4) Instruction to Bidders, 5) Supplementary Conditions, 6) General Conditions, 7) Specifications, and 8) Drawings. Properly executed Addenda, Field Orders, Change Directives, and Change Orders shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions and detail Drawings shall take precedence over general Drawings.

1.3 ASSIGNMENT OF CONTRACT

1.3.1 Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him or her without the written consent of the Owner.

1.3.2 Assignment Under Anti-Trust Claims: In accordance with Section 4552 of the California Government Code, and Section 9550 of the California Civil Code, Contractor and subcontractors shall conform to the following requirements:

> **1.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or subcontractors offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from the purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders Final Payment to the Contractor, without further acknowledgment by the parties.
>
> **2.** In submitting a bid to Owner, the bidder offers and agrees that if the bid is accepted, it will assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from the purchases of goods, services, or materials by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders Final Payment to the bidder.

1.4 WAIVER OF "COMMON PRACTICE"

1.4.1 Contractor Waives Common Practice: The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details or where the Drawings, Specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

1.5 EXCESSIVE COSTS

1.5.1 Failure to comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to Owner, then Contractor shall be liable for such additional costs.

1.5.2 Construction Methods: If Contractor's construction methods and techniques result in additional costs to Owner, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

ARTICLE 2
OWNER

2.1 OWNER'S REPRESENTATIVE

2.1.1 Inspector is Owner Representative: The Owner will be represented by Inspector who shall see that the performance of the work is in strict accordance with the Contract Specifications.

2.1.2 Owner May Appoint Another Inspector: Owner shall be entitled to appoint such other agent, as in Owner's opinion is duly qualified to carry out the duties of Inspector.

2.1.3 Communication Through Inspector: In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor will be through said Inspector and all communications and instructions from the Owner to the Contractor will be through said Inspector. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

2.2 RIGHTS OF OWNER

2.2.1 Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor and Subcontractors as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may, but need not, clean up the premises and surrounding area and allocate the cost among those responsible as the Inspector determines to be just.

2.2.2 Right to Accept Imperfect Work: If any part or portion of the work completed under this Contract is defective and not in accordance with the Drawings or Specifications, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the work unacceptable, then Owner shall have the right and authority to retain such work but will make such deductions in Contract price as may be equitable and reasonable. However, Owner does not by this section, waive any rights under Article 9 or Section 3.9.

2.2.3 Right to do Adjacent Work: The Owner reserves the right to perform construction or operations on the site of the Work. In doing this, Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents.

2.2.4 Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness as set forth in the Article 10.

2.2.5 Right of Partial Use of Project: The Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.

> **1.** Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security,

maintenance, heat, utilities, damage to the Work, and insurance, and have agreed in writing concerning the period for completion of the Work and commencement of warranties required by the Contract Documents.

2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Inspector.

3. Immediately prior to such partial occupancy or use, the Owner, Contractor, and Inspector shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5. No claim for acceleration, delay, or hindrance, may be made by Contractor on his or her own behalf or that of any of his or her subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

2.2.6 Right to Audit: The Contractor shall maintain and make available to Owner all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of record keeping shall be subject to approval by the Owner. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by Owner and Owner's representative and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place of business for four years after recording of the notice of completion of the project. Contractor shall provide an office to enable Owner and Owner's representative to conduct such audit.

ARTICLE 3
CONTRACTOR'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 Reporting Errors in Contract Documents: The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector any errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Inspector, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

3.1.2 Reporting Errors in Field Conditions: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

3.1.3 No Implied Warranty: No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Drawings and Specifications are adequate and sufficient to construct the Project.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 Acts of Employees and Agents: The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.2.3 Inspector's Acts Do Not Waive Contractor's Obligation: The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Inspector in the Inspector's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.3 PROSECUTION OF WORK

3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

3.3.2 Construction Schedule: A construction schedule is required to be submitted. See the General Requirements, Division 1 of the Specifications. In any case, whether required or not, the schedule will be for Owner's information only. Silence or inaction with regard to the Contractor's Schedule shall not be construed as acquiescence or acceptance of the Schedule

as being binding on Owner. Unless specifically adopted by resolution or minute order of the Del Norte Solid Waste Management Authority Board of Directors, such schedule shall not be binding on the Del Norte Solid Waste Management Authority. Contractor's schedule shall provide for the completion date not to exceed nor shall he or she provide for the completion date earlier than the time limits for completion set forth in the Contract Documents.

3.4 SUBMITTALS

3.4.1 Review of "Or Equals:" In accordance with the provisions of Section 3400 of the California Public Contracts Code, but subject to Subsection (b) thereof, Contractor shall, within 35 calendar days after Award of the Contract, submit all substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within 35 days shall result in an automatic denial of the request for substitution.

3.4.2 Excessive Submittal Reviews: The cost of reviewing submittals shall be the Owner's responsibility, except that Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

3.5 STATE LABOR REQUIREMENTS

3.5.1 Hours of Work:

1. Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the work, shall be required or permitted to work thereon more than 8 hours in any one calendar day and/or more than 40 hours in any one calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the said Owner, $200.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any one calendar day or more than 40 hours in any one calendar week in violation of the provisions of said Labor Code.

2. In accordance with the provisions of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Labor Commissioner, the Division of Labor Standards Enforcement or the Labor Commissioner's , deputies or agents.

3.5.2 Travel and Subsistence Pay: Pursuant to the provisions of Section 1773.1 of the Labor Code of the State of California, the Contractor shall include travel and subsistence payments in the per diem payments to each workman needed to execute the work, as such Travel and Subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations..

3.5.3 Apprentice Employment:

1. Pursuant to the provisions of Section 1777.5 as amended, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

2. The contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

3. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.5.4 Wage Rates:

1. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate or per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.

2. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification, which most nearly corresponds to the work to be performed by him or her.

3. The foregoing specified prevailing wage rates are minimum rates only and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.

4. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit $200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

5. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 *et seq.*

6. Copies of the applicable prevailing wage rates are available at the website of the California Department of Industrial Relations at http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

3.5.5 Certified Payroll: As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Project.

2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:

a. Make available or furnish to the employee or his or her authorized representative on request.

b. Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3.5.6 Discrimination In Employment: In accordance with the provisions of Government Code section 12940 and Labor Code section 1735, there shall be no discrimination in employment of persons upon the Work.

3.5.7 Convict Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

3.5.8 Department of Industrial Relations Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3.5.9 Statutory Exemptions: Any or all portions of this Section 3.5 State Labor Requirements shall not be applicable to the extent that Contractor is specifically exempted from said requirements by statute.

3.6 TAXES

3.6.1 Contractor Pays Taxes: The Contractor and subcontractors shall pay all local, state and federal taxes upon labor or materials involved in their branch of the work, cost of same to be included in the Contract price.

3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS

3.7.1 Regulations: The Contractor and all subcontractors shall conform to and abide by all city, county and state laws, ordinances, rules, and regulations, as the same pertain to the work contemplated by said Drawings and Specifications. The Work shall be constructed in accordance with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan as issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

3.7.2 Permits, Licenses, and Fees: The Contractor shall give all notices and shall procure and pay for all permits, licenses, and inspection fees that may be required to commence, carry on, and complete the Contract.

3.7.3 Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and hold harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the Specifications. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials, or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

3.8 GUARANTEE

3.8.1 Final Guarantee: The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one year. Contractor warrants and guarantees for a period of one year from the date of Notice of Substantial Completion that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, Owner may do so and charge Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

3.8.2 Extended Guarantees: If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term. Contractor shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

3.8.3 Environmental and Toxics Warranty: The covenants, warranties, and representations contained in this Section will be effective on the date of recording of the Notice of Completion and will survive completion of the project. Contractor covenants, warrants and represents to Owner that:

1. No litigation is pending or, to Contractor's knowledge, proposed, threatened or anticipated with respect to the Contractor, or with respect to any other matter affecting the Project or the operation thereof.

2. To Contractor's knowledge after due inquiry, no asbestos-containing materials were installed or were discovered in the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate disclosure to Owner.

3. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

4. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof.

5. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances, and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code, or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

6. Contractor shall indemnify Owner as set forth in Section 3.10, entitled INDEMNIFICATION.

3.9 WARRANTY

3.9.1 Contract Warranty: The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

3.10 INDEMNIFICATION

3.10.1 Owner Not Liable for Damages: The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any

causes whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever, except the active, sole negligence of the Owner.

3.10.2 Owner not Liable for Debts: Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.

3.10.3 Contractor Responsible for His Work: Responsibility for Accident, Damage, etc.: To the furthest extent permitted by law, the Contractor shall be responsible for any and all loss, accident, neglect, injury or damage to person, life or property which may be the result of, may be caused by, or arise out of his performance of work as contemplated by said Specifications or the execution of the Contract for performance of said work, and for which the Owner might be held liable.

3.10.4 Contractor Indemnifies Owner: Contractor shall indemnify the Owner, Inspector, and their agents and employees and hold them free, safe, and harmless of, from, and against any and all liability for the death of, or injury to, any person and for loss of, or damage to, or loss of use of any property, which may arise by reason of the acts done or omitted to be done as a result of the work to be done by the Contractor in completion of performance of the said work contemplated by the said Specifications and the Contract for the performance of said work.

1. Contractor shall defend or at Owner's sole option reimburse the Owner upon demand for all reasonable cost and expenses which the said Owner may incur in resisting any claim which may be made against said Owner for any injury or damage to any person or property.

2. In any and all claims against the Owner or the Inspector or any of their agents or employees, by any employee of any subcontractor, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Upon demand, the Contractor shall defend any suits or actions arising from such claims.

3.10.5 Environmental Indemnification: From and after recording of Notice of Completion, Contractor shall indemnify, defend and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

1. All foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials by Contractor; and

2. The cost, without limitation, of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required Drawings, whether such action is required or necessary prior to or following filing of the Notice of

Substantial Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Substantial Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion of the Project.

3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.

4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the negligence, or willful misconduct of the Owner or the Owner's agents, servants, or independent contractors.

3.11 WORK REQUIREMENTS

3.11.1 Conduct of Work: The Contractor shall confine the storage of his equipment and materials to limits as designated by the Inspector. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the work to protect the general public from injury to person and property during the entire time of performance of the work. The Contractor shall not create excessive dust or noise.

3.11.2 Maintenance of Site: Strict prohibition against committing nuisances in or about the work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

3.11.3 Clean Up of Site: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.11.4 Cutting And Patching:

1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, which shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.12 SUBCONTRACTORS

3.12.1 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

3.12.2 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provisions of the contract Documents.

3.13 SUPERINTENDENT

3.13.1 Work Superintendent: The Contractor will employ and maintain on the work site a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Superintendent shall have full authority to act on behalf of the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

3.14 LABOR AND MATERIALS

3.14.1 Skilled Labor: All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged and not re-employed.

3.14.2 Quality of Materials: All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All material and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefor. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

ARTICLE 4
ADMINISTRATION OF CONTRACT

4.1 INSPECTOR'S ADMINISTRATION OF CONTRACT

4.1.1 Contract Communications: Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Inspector. Communications by and with the Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors, architect, or engineer shall be through the Inspector.

4.1.2 Inspection: Inspection shall be carried on by the said Inspector herein named as Inspector by the Owner. The Inspector shall see that the intent of the Contract Documents is carried out in its entirely.

4.1.3 Inspector Does Not Control Work: The Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility, The Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.1.4 Inspector Recommends Payments: Based on the Inspector's observations and evaluations of the Contractor's Applications for Payment, the Inspector will review amounts due the Contractor and will recommend to Owner, payments to Contractor as set forth in the section entitled "INSPECTOR'S CERTIFICATION FOR PAYMENT."

4.1.5 Inspector's Authority: The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2 INSPECTION AND TESTING

4.2.1 Advance Notice: Contractor shall notify Inspector 24 hours prior to any day in which Contractor will 1) require an inspection of any portion of the work, and 2) work in excess of 8 hours or anytime Contractor intends to work weekends. Any work not performed subject to inspection will not be accepted and will be rejected and/or ordered removed by inspector.

4.2.2 Access to Work: The Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

4.2.3 Costs of Tests: The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.

4.2.4 Inspector Prepares Change Directives/Orders: The Inspector will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in the Article 5, entitled "CHANGES IN WORK."

4.3 CLAIMS

4.3.1 Concealed or Unforeseen Conditions: If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Inspector will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Inspector determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Inspector shall notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made with 5 days after the Inspector has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Inspector for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.2 Time Limits on Claims: Claims by Contractor must be made within 21 days after occurrence of the event giving rise to such claim, except that claims made due to delay or hindrances which Contractor claims was caused by Owner shall be made within 10 days after occurrence of the event giving rise to such claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

4.3.3 Claims for Additional Costs:

1. If Contractor wishes to make a claim for an increase in the Contract price, he shall give the Owner written notice thereof within the time set forth in paragraph 4.4.3. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Owner of his intent to do the Work.

2. Increases in Contract price due to claims shall be calculated based on the Cost Reimbursement method detailed in paragraph 4.4.3.

3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

4.3.4 Claims for Additional Time:

1. If the Contractor wishes to make a claim for an increase in the Contract time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate probable effect of delay on progress of the Work. In the case of a continuing delay only one claim is necessary.

2. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

3. The Owner shall not be liable for any damages on account of any reasonable delay or hindrance of the Owner. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Owner. Any delay or hindrance by Owner which is unreasonable and not within the contemplation of the parties may subject Owner to a claim for damages. Contractor shall make any claims in writing within the time set forth in paragraph 4.4.3., for any unreasonable delay or hindrance caused by Owner, and specifying the cause thereof as required in paragraph 4.4.3. "Submittal of Claims."

4.3.5 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to and decided by the Owner's Representative who shall issue a written decision on the dispute. Claims shall be submitted by the Contractor to the Owner's Representative with adequate supporting data and include a demand for the Owner's Representative's decision. Adequate supporting data shall include but is not limited to: a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

4.3.6 Submission Under Penalty of Perjury: The Contractor shall certify, at the time of submission of a claim, as follows:

> "I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data is accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Owner is liable.
>
> By:_____
> (Contractor's signature)"

4.4 DISPUTE RESOLUTION

4.4.1 Continue Work During Dispute: In the event of any dispute between the Owner and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the work. However, all disputes, except for tort claims, must be submitted by Contractor in accordance with the subsequent provisions of this Section.

4.4.2 Owner's Review of Claim: The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the Contract administrators and, within the time stipulated in paragraph 4.4.3., render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the Owner's Representative shall be final and conclusive except as is otherwise provided herein.

4.4.3 Requirements for Filing a Claim: For any claim Subject to this Article, the following requirements apply: The claim shall be in writing and include the documents necessary to

substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

1. For claims of less than fifty thousand dollars ($50,000), the Owner shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and claimant. The Owner's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the Owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the claimant. The Owner's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

3. If the claimant disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the claimant may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

4.4.4 Claims Subject to Review: The procedures and remedies provided in this Section apply exclusively to the following types of claims:

1. Demand by the Contractor for a time extension;

2. Demand by the Contractor for the payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the Contract and for which payment

is not otherwise expressly provided for or for which the claimant is not otherwise entitled to;

3. Demand by the Contractor for an amount of payment of which is disputed by the Owner.

4.4.5 Procedure to Resolve Civil Claims: The Owner and claimant shall follow the procedures as set forth in Section 20104.4 of the Public Contract Code for the resolution of any claims as defined in Section 4.4.4 above that are for an amount that is three hundred seventy-five thousand dollars ($375,000) or less.

4.4.6 Payment of Undisputed Portion of Claim: Payment by Owner of undisputed portion of claim; interest on arbitration award or judgment.

1. Owner shall pay claimant such portion of a claim which is undisputed except as otherwise provided in the Contract.

2. In any suit filed under Section 20104.4 of the Public Contract Code, the Owner shall pay interest at the legal rate on any arbitration award or judgment, as required by Section 20104.6 of the Public Contract Code. The interest shall begin to accrue on the date the suit is filed in a court of law.

4.4.7 Suit in Kings County Only: Any litigation arising out of this Contract, whether brought under the provisions of Section 20104 *et seq.* of the Public Contract Code or any other legal basis, including litigation involving tort claims, shall be brought and adjudicated in Kings County. Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

ARTICLE 5
CHANGES IN WORK

5.1 WAIVER

5.1.1 Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the Owner of any term, provision or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

5.2 CHANGES

5.2.1 Owner May Order Changes in Work: The Contractor agrees that the Owner, without invalidating the Contract, may order changes in Work by altering, adding to or deducting from the work, the Contract Amount being adjusted according to the provisions of Section 5.4. Contractor agrees to enter into a modification of his original Contract for such changes.

5.2.2 Cost Proposals: Upon request of the Owner for a quotation on the change to the Work, the Contractor shall promptly submit to the Inspector in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than 30 calendar days from the date requested. The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the

work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within 30 calendar days, Owner may prepare the Cost Proposal based on estimated of labor, materials, and equipment. This proposal, prepared by Owner, shall be binding on the Contractor, will become the basis for a Contract price adjustment, and shall not be subject to dispute or claim.

5.2.3 Contract Change Instrument: Changes in Work involving a change in Contract price or Contract Time shall be done only pursuant to a Field Order, Change Order, or Construction Change Directive as set forth below in this Article.

5.2.4 Changes Shall Conform to Contract: Changes in Work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Field Order, Change Order, or Change Directive.

5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Field Order: The Inspector may order minor changes in work by use of a Field Order. These minor changes will involve neither changes in the Contract price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order or Change Directive shall be used.

5.3.2 Change Order: The Change Order shall be used in cases where Owner and Contractor agree on the change in Work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

5.3.3 Change Directive: In the event that the Owner and Contract do not agree on the proposed change in Work and/or the proposed adjustment to Contract price and time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then Owner may, by issuance of a Construction Change Directive, order changes in Work, and the Contractor shall promptly proceed with the change in Work involved.

1. Acceptance of Change Directive: If Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.

2. Non-Acceptance of Change Directive: If the Contractor disagrees with the method of computing an increase in Contract price, then the amount of adjustment shall be computed by one of the methods contained in Section 5.4.1, the method selected by Owner. Disagreements, except as described in paragraph 5.2.2, with amounts or credits, under the Cost Reimbursement method, or time shall be considered a dispute, and processed under the section on Dispute Resolution.

5.4 BASIS OF ADJUSTMENT

5.4.1 Methods of Adjustment: The amount of adjustments to Contract price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner.

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of 25 percent of

the original bid quantity, and the total dollar value of that bid is significant, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.

2. Lump Sum: A total lump sum for the work negotiated and mutually acceptable to the Contractor and Owner. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of Contractor's and Subcontractor's costs, including labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.

3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. Payment will be made for the documented actual cost of the following:

a. Costs of labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law;

b. Costs of materials, supplies and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his Subcontractor;

c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having a value in excess of $100; and

d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

To the above costs, the Contractor shall be allowed a markup of 20 percent on direct labor charges and 15 percent for all other cost items. When any or all of the Extra Work is done by one of the Contractor's Subcontractors, the markups set forth above shall be applied to the Subcontractor's actual costs to which a 10 percent markup shall be allowed on the first $2000 of the subcontracted portion of the extra work and a markup of five (5) percent on work in excess of $2,000 of the subcontracted portion of the extra work may be added by the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

5.5 EXTENSION OF TIME FOR COMPLETION

5.5.1 Contractor Delayed or Hindered: Should the Contractor be delayed or hindered in the completion of the work by the neglect of the Owner, or by fire, strikes, lockouts, embargoes, earthquakes, or any other cause that the Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.4.

5.5.2 Agreement on Time Extension: In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above; the Inspector must recommend, and the additional time so allowed must be by Change Order.

5.5.3 Time Extension not Waiver: The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or estop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Inspector and the Owner as provided herein.

ARTICLE 6
PAYMENTS AND COMPLETION

6.1 GENERAL

6.1.1 Contract Price: The Contract price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.1.2 Waiver: Neither the acceptance of the work by the Owner nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a wavier by the Owner of any claim which the Owner may have against the Contractor or surety under this Contract or otherwise.

6.1.3 Manner of Paying Warrants: Payment become due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner business.

6.2 APPLICATIONS FOR PAYMENT

6.2.1 Submittal of Applications: At least ten days before the date established for each progress payment, the Contractor shall submit to the Inspector an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiation the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflection retainage if provided for elsewhere in the Contract Documents.

6.2.2 Basis for Payment: Each Application for Payment shall be based upon the Contract unit prices bid or, where a Lump Sum Bid is involved, upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall conform to the requirements set forth in the Supplemental Conditions. Applications shall indicate the percentage of completion of each portion of the Work as of the end of the month covered by the Application.

6.3 PROGRESS PAYMENTS

6.3.1 Monthly Progress Payments: Based on the Applications for Payments, Progress Payments shall be made once each month, on or about a date to be determined by the Owner.

6.3.2 Computation of Progress Payments: Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. That portion of the Contract price computed by multiplying the percentage completed of each work task by the portion of the Contract price allocated to the work task in the Schedule of Values, less a retainage of 5 percent;

2. Add the values of Change Orders for which the final cost or credit has not yet been determined, and which is not in dispute, even though the Contract price has not been adjusted;

3. Add the portion of the Contract price allocated to equipment and materials delivered and suitably stored at the site (or, if approved in advance by the Owner, suitably stored off the site) for incorporation in the Work, less a retainage of 25 percent.

a. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

b. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

4. Subtract the aggregate of previous payments made by the Owner to the Contractor for the Work; and

5. Subtract amounts, if any, for which the Inspector has withheld or disallowed as provided in Article 9, and Section 6.5 of these General Conditions.

6. Add, upon Substantial Completion of the Work, an amount sufficient to increase the total amount paid to the Contractor for the Work to 95 percent of the Contract price, less amounts as the Inspector determines for incomplete Work and unsettled claims.

7. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the Section entitled "SUBSTANTIAL COMPLETION."

6.3.3 Release of Claims: Payment of undisputed Contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

6.3.4 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances against Contractor by Subcontractors, material suppliers, or other persons or

entities making a claim by reason of having provided labor, materials and equipment in relation to the Work.

6.3.5 Interest Payments: If Owner does not pay the Contractor within thirty days after receipt of an undisputed and properly submitted payment request for a progress payment, excluding that portion of the final payment designated by the Contract as retention earnings, then the Owner shall pay interest to the Contractor as provided by Public Contract Code section 20104.50. If the Inspector does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's application for payment, the number of days available to Owner to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Owner exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c) of Public Contract Code section 20104.50. As further provided by Public Contract Code section 20104.50, said interest penalty is the sole recourse of Contractor and Contractor shall have no right to stop the Work until payment of the amount owing has been received, nor shall the Contract Time be extended, nor shall the Contract Amount be increased in any way, including by reason of any costs incurred by Contractor, except to the extent of said interest payment.

6.4 INSPECTOR'S CERTIFICATION FOR PAYMENT

6.4.1 Inspectors Determination: The Inspector will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as the Inspector determines is properly due, or notify the Contractor and Owner of the Inspector's reasons for withholding certification in whole or in part as provided for in the following paragraph.

6.5 WITHHOLDING FROM PAYMENTS

6.5.1 Reasons for withholding: The Owner, upon recommendation of the Inspector, may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work or material not remedied or replaced.

2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.

3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.

4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract,

5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

6. Damage to another contractor.

7. Performance of work in violation of the terms of the Contract Documents.

8. Excessive costs to Owner, as described in 1.5.

9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

6.5.2 Release of Payment: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

6.6 SUBSTANTIAL COMPLETION

6.6.1 Request for Inspection: When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall request an inspection of the Work. The Inspector will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Inspector's inspection discloses significant work which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such work. The Inspector shall prepare a list of any items of work which is judged to be minor repair work or to be covered by warranties.

6.6.2 Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete, the Inspector will recommend to Owner that Owner issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall indicate responsibilities assigned to Contractor and shall be accepted in writing by him.

6.6.3 Final Payment (Ninety Percent Payment): Except as otherwise provided, upon issuance of a Certificate of Substantial Completion a sum sufficient to increase the total payments to 95 percent of the Contract price shall be paid.

6.7 SUBSTITUTE SECURITIES FOR 5% RETENTION

6.7.1 Escrow Account Requirements: Except when County Treasurer acts as escrow Agent pursuant to Owner's standard Escrow Agreement, the Contractor may at his request and expense, in lieu of the monies withheld by the Owner as provided herein, deposit securities equivalent to the amount withheld with a State or Federally chartered bank as an escrow agent. Securities eligible are those listed in California Government Code Section 16430, or bank or savings and loan certificates of deposit. The terms and conditions of the escrow shall be as set forth in Section 22300 of the Public Contract Code.

6.8 FINAL COMPLETION AND PAYMENT OF RETAINAGE

6.8.1 Affidavit of Payment: After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Inspector his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with

which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the 5 percent retainage payment on the Contract.

6.8.2 Final Inspection: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Inspector will promptly make such inspection and, when the Inspector finds the Work acceptable under the Contract Documents and the Contract fully performed, the Inspector will promptly recommend to Owner that Owner may consider the Project complete and that Payment of Retainage may be made.

6.8.3 Final Certification: Before issuance of Final Payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

6.8.4 Payment of Retention: Sixty days after the Notice of Completion has been filed, provided the work be fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for Stop Notices. These payments shall not be construed as an absolute acceptance of the work done up to the time of such payments. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor.

6.8.5 Disputed Amounts: Pursuant to Public Contract Code Section 7107, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount plus any amounts necessary to cover any filed and unreleased stop notices. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code Section 7107. In the event that retention amounts are not paid within the time periods required by Public Contract Code Section 7107, the Owner shall be subject to the interest provisions of Public Contract Code Section 7107.

6.8.6 Notice of Completion: The Work shall be accepted in writing in the form of a Notice of Completion when the whole shall have been completed satisfactorily to the Owner. In judging the work, no allowance for deviations from the original Specifications will be made unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Completion shall be recorded.

ARTICLE 7
PROTECTION OF PERSONS AND PROPERTY

7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS

7.1.1 Responsible for Damage to Owner's Property: The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's work in performing this Contract.

7.1.2 Responsible for Safety: The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at

the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.1.3 Safety and Convenience: The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify Owners of adjacent utilities when prosecution of the Work may affect them.

7.1.4 Remedy Damages: The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor any subcontractor or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the sole fault or to the acts or omissions of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

7.1.5 Protection of Workers in Trenches: As required by Section 6705 of the California Labor Code, and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, Contractor shall submit for acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of Department of Industrial Relations, Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Engineer, or any of their officers, agents, representatives, or employees.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE

8.1.1 Copies of Insurance Policies: Before commencing any work under the Contract, the Contractor shall obtain insurance policies as specified below. Each of the insurance policies shall be issued by a company or companies duly and legally licensed to transact business in the State of California. They shall be issued at the expense of the Contractor and shall be maintained by him and at his expense during the entire life of the Contract.

8.1.2 Co-Insured: The Contractor shall name as insured jointly, or additionally, the Owner, Owner's designer, and Owner's inspector in all policies, all of which shall be open to the Owner's inspection. Certificates of such insurance shall be filed with the Contractor. Insurance coverage shall be at least as broad as "Insurance Services Office," Commercial General Liability Coverage, Form CG-20-11-85.

8.1.2.1 Co-Insured: Subcontractors shall name as insured jointly and additionally, the Owner and the Owner's inspector in all policies, all of which shall be open to the Owner's inspection. Certificates of such insurance shall be filed with the Owner. If the Contractor fails to effect or maintain insurance as above and so notifies the Owner, the Owner may insure its own interest and that of the subcontractors and charge the cost thereof to the Contractor. If the Owner is damaged by failure of the Contractor to maintain such insurance or to so notify the Owner, the Owner may recover such damages. Insurance coverage shall be at least as broad as Insurance Services Office, Commercial General Liability Coverage, Form CG-20-10.

8.1.3 Types of Coverage: The type and coverage of insurance required shall be as describes below:

1. COMPENSATION INSURANCE: This insurance policy shall be in the form of Compensation Insurance and shall cover the full liability of the Contractor in accordance with the provisions of the Labor Code of the State of California and any act or acts amendatory thereof. In case any work is sublet or subcontracted, the Contract shall require the subcontractor similarly to provide Worker's Compensation Insurance for the latter's employees. The Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected. In accordance with provisions of Section 1861 of the California Labor Code, Contractor shall sign and file with the Owner the following certification prior to performing the Work:

"CERTIFICATE OF KNOWLEDGE
LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 work of this Contract.

_____"

2. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Occurrence type Public Liability and Property Damage Insurance shall be secured by the Contractor and shall protect the Owner, its officials, agents, and employees, Contractor, the State of California and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

The minimum limits for coverage shall be:

a. $5,000,000 Combined Single Limit for Contractor, $1,000,000 for Subcontractors

* Automobile Liability Insurance
* Contractual Liability
* Contingent Liability
* Products and Completed Operations (for 5 years after acceptance)

* Independent Contractors
* Premises, Operations
* Explosion, Collapse and Underground (XCU)

b. $500,000.00 Property Damage, with Broad Form Endorsement

c. $300,000.00 Automobile Property Damage (including owned, non-owned or hire motor vehicles)

8.1.4 Certificates of Insurance: A certificate of insurance for each policy, including a copy of the endorsement naming the Owner as an additional insured, shall be sent to the Owner Risk Manager before start of construction. The Owner Risk Manager shall be notified in writing by the carrier at least 10 days prior to cancellation of the above policies.

8.2 BONDS

8.2.1 General Requirements for Bonds: Before commencing any work under the Contract, the Contractor shall file three of each bond together with three certified copies of said bonds with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds and shall be issued by corporations duly and legally licensed to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.

8.2.2 Performance and Maintenance Bond(s): One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract. Another bond shall be a maintenance bond in the amount of 100 percent of the Contract price, and shall be in full force and effect through the guarantee period. Both bonds shall insure against faulty or improper materials and/or workmanship.

8.2.3 Payment Bond: One bond shall be in the amount of 50 percent of the Contract price, and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

8.2.4 Change of Surety: If at any time a surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another surety which the Contractor shall furnish within 10 calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the Owner.

ARTICLE 9
UNCOVERING AND CORRECTION OF WORK

9.1 DEVIATION FROM SPECIFICATIONS

9.1.1 Improper Work: If the Contractor varies from the Specifications in the form or quality of the work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

9.2 CORRECTION OF WORK

9.2.1 Covered or Completed Work: If any Work is covered contrary to the written instructions of the Inspector it must, if requested by the Inspector, be uncovered for the Inspector's observation and replaced at the Contractor's expense.

9.2.2 Inspection of Covered Work: If the Inspector considers it necessary or advisable that covered Work be inspected or tested by others, The Contractor, at the Inspector's request, will uncover, expose or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and construction and an appropriate Change Order shall be issued.

9.2.3 Rejected Work: The Contractor shall promptly remove from the premises all Work rejected by the Inspector or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

9.2.4 Cost of Correction: All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within 10 days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such work or repairs itself and charge the expense to the Contractor.

9.2.5 Correction During Guarantee Period: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time

between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 10
TERMINATION OR SUSPENSION OF CONTRACT

10.1 TERMINATION BY OWNER FOR CONVENIENCE

10.1.1 Right to Terminate: The Owner reserves the right to terminate the Contract at any time upon determination by the Board of Supervisors that termination of the Contract is in the best interest of the Owner. Owner shall issue the Contractor a written notice specifying that the Contract is to be terminated.

10.1.2 Contractor's Duties: Upon receipt of said written notice, Contractor shall: Stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform work the Inspector deems necessary to secure the Project for termination, remove equipment and plant from the site of Work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the Inspector, and clean up the site in accordance with Section 3.1.3.

10.1.3 Payment for Work: If the Contract is terminated for Owner's convenience as provided herein, all finished or unfinished Work and materials previously paid for shall, at the option of Owner, become its property. Contractor shall be paid an amount which reflects costs incurred for Work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by Inspector, and without profit, for all work performed to secure the project for termination.

10.2 TERMINATION BY OWNER FOR CAUSE

10.2.1 Written Termination Notice: If the Contractor is adjudged a bankrupt or insolvent, makes a general assignment for the benefit of its creditors, has a trustee or receiver appointed for any of its property, files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, fails to supply sufficient skilled workmen or suitable material or equipment on more than one occasion, fails to make prompt payments to Subcontractors for labor, materials, or equipment on more than one occasion, disregards the authority of the Inspector, or otherwise violates any provision of the Contract Documents, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a Written Termination Notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.2 Inspector's Notice to Work or Quit: Without prejudice to other rights or remedies the Owner may have if the Contractor fails to begin delivery of materials and equipment, commence work within the time specified, maintain the rate of delivery of material, execute the work in the manner and at such locations as specified, fail to maintain a work program which will ensure the Owner's interest, or is not carrying out the intent of the Contract, an Inspector's Written Notice may be served upon the Contractor and its Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

1. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the Owner may exclude it from the premises and take possession of all material and equipment, and complete the work by Owner's forces, by letting the unfinished work to another Contractor, or by a combination of such methods.

10.2.3 Owners Rights After Termination: Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

1. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid by the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay the Owner all costs in excess of the Contract price within 5 days after the completion of the Work.. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or coming due from the Owner.

2. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the Owner for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

3. The provisions of this Section shall be in addition to all other rights and remedies available to the Owner under law.

10.2.4 Subsequent to Notice of Termination: If, after notice of termination under paragraph 10.2, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the provisions of Section 10.1, "Termination for Convenience." The Contract shall be equitably adjusted to compensate for such termination in accordance with Section 10.1.

10.3 SUSPENSION OF WORK

10.3.1 Owner May Suspend: The Owner may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Inspector which shall fix the date on which Work shall be resumed.

10.3.2 Resumption of Work: The Contractor will resume that Work on the dates so fixed. The Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

Article 1
GENERAL PROVISIONS

1.1 These Supplemental Conditions supplement the General Conditions in the following ways:

1.1.1 If the Contract requires that the Contractor comply with certain Federal, State, or other regulatory agencies rules and regulations.

1.1.2 If the Contract Agreement and/or the General Conditions are not sufficiently detailed so as to reflect the requirements of the Work.

1.1.3 If the type of work covered by the Contract is not a typical project, and requires supplementary provisions to adequately set forth for the Contractor the requirements of the Work.

Article 2
OWNER

No changes to the General Condition in this Article

Article 3
CONTRACTOR'S RESPONSIBILITIES

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.1.1 Prepare and Submit Construction Schedule: The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

The Schedule completion date shall not exceed nor shall it provide for a completion date earlier than the time limits for completion set forth in the Contract Documents. The Schedule shall be revised at appropriate intervals, as determined by the Inspector, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.1.2 Keep Schedule Current: The Contractor shall prepare and keep current, for the Inspector's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Inspector reasonable time to review submittals.

3.1.3 Schedule for Information Only; The construction Schedule is for the Owner's information only and unless specifically adopted by the Del Norte Solid Waste Management Authority Board of Directors, such schedule shall not be considered to be binding on the Del Norte Solid Waste Management Authority Board of Directors for the purpose of establishing damages for delay that occur prior to the Time of Completion set forth in the Construction Agreement. Silence or inaction with regard to Contractor's Schedule shall

not be construed as acquiescence or acceptance of the Schedule as being binding on Owner. Float, of all types whether for the entire project or for specific tasks, is for the benefit of Owner and may be used by Owner without penalty.

3.1.4 The Contractor shall conform to the most recent schedules.

3.3 USE OF SITE

3.3.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.4 SUPERVISION AND CONSTRUCTION PROCEDURES

3.4.1 The Contractor shall provide a full time project superintendent.

Article 4
ADMINISTRATION OF CONTRACT

No changes to the General Conditions in this Article

Article 5
CHANGES IN WORK

No changes to the General Conditions in this Article

Article 6
PAYMENT AND COMPLETION

6.1 SCHEDULE OF VALUES

6.1.1 Before the first Application for Payment by Contractor, the Contractor shall submit to the Inspector a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Inspector may require. This Schedule of Values, unless objected to by the Inspector and Architect shall be used as a basis for reviewing the Contractor's Applications for Payment.

Article 7
PROTECTION OF PERSONS AND PROPERTY

No changes to the General Conditions in this Article

Article 8
INSURANCE AND BONDS

No changes to the General Condition in this Article

Article 9
UNCOVERING AND CORRECTION OF WORK

No changes to the General Condition in this Article

Article 10
MISCELLANEOUS PROVISIONS

No changes to the General Conditions in this Article

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-02. Arrangement of Plans. The Plans consist of six sheets and are hereby made a part of the Contract Documents.

12-03. Permits. The Contractor shall provide, procure and pay for all permits including encroachment permits required to carry on and complete this work.

12-04. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, are hereby made a part of these Contract Documents and are hereinafter referred to as "California Standard Specifications" or "California Standard Plans." The California Standard Specifications are superseded by these documents and specifications where in conflict or otherwise contradictory.

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation – Del Norte Solid Waste Management Authority ("Del Norte").

Director of Public Works – Del Norte Solid Waste Management Authority Executive Director ("Director).

Project Engineer - The Engineer, designated by the Del Norte, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the Del Norte to test materials and work involved in the contract.

State - The Del Norte Solid Waste Management Authority ("Del Norte").

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (Del Norte) Special Provisions
2. (Del Norte) Project Plans
3. (Del Norte) Standard Plans and Details
5. California Standard Plans
6. California Standard Specifications

12-05. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-06. Existing Utilities. It is the responsibility of the Contractor to contact Underground Services Alert and mark the locations of existing utilities. The accuracy of completeness of existing underground utilities on the Drawings is not guaranteed, however, unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that if the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

In case it is necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost must be borne by the Contractor. However, the Del Norte reserves the right, if requested by the owner, to permit the owner to move or maintain the utility at the Contractor's expense. All existing utilities shall be kept in service during the progress of the work. Where protection is required to insure support located substantially as shown on the Project Plans, the Contractor shall furnish and place the necessary protection at his or her expense.

The right is reserved to the State, the County or the County therein and to the owners of public utilities and franchises, to enter upon any street, road, right-of-way or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

12-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work. The Contractor shall coordinate operations with the Del Norte Executive Director, so as to minimize disruption of routine on-site activities by Del Norte personnel and the general public.

12-08. Cooperation. Attention is directed to Section 7-1.14 of the California Standard Specifications.

Other construction work by other forces relocating power lines, telephone lines and pipe lines, and constructing other improvements, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-9. Dust Control. Dust control shall conform to the provisions in Section 10 of the Standard Specifications and these Special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

12-10. Notification of Underground Service Alert (USA). The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation. Dial (toll free) 1 (800) 227-2600.

12-11. Modifications of Standard Specifications.

A. Variance of final quantities from bid quantities: Because of the nature of the work, final quantities may vary significantly from the estimated quantities on the proposal form. It is assumed that because of the nature of the work, overhead will be distributed proportionally across the items of work for the Lump Sum quoted by the Contractor. Therefore, Section 9-1.08 of the Standard Specifications that allows calculation of change in overhead final quantity by more than 10% from the estimated bid quantities is deleted from the Standard Specifications. It is assumed that all overhead is contained within the various items of work and the overhead will change in proportion to the amount of work provided.

SECTION 13. EXCLUSIONS FROM GENERAL CONDITIONS

13-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

No exclusions.

SECTION 14. AMENDMENTS TO GENERAL CONDITIONS

14-01. Sections of General Conditions to be Amended.

No amendments.

SECTION 15. CONSTRUCTION DETAILS

15-01. Technical Specifications.

The technical specifications are presented in CSI format. In case of discrepancy between the Standard Specifications and the Technical Specifications. The Technical Specifications shall prevail.

15-02. Drawings

The Drawings for the project shall be considered part of these documents.

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date:	08 August 2017
To:	Commissioners of the Del Norte Solid Waste Management Authority Board
From:	Tedd Ward, M.S. – Director
Attachment:	e-mail from Aaron Burton, SEIU 1021
File Number:	160504 – DNSWMA Personnel
Topic:	Shifting Clerking duties to Facilities & Programs Coordinator

To more effectively engage staff in completion of our agency's responsibilities, I am proposing to make a modest change to the job duties for two positions: the Facilities & Programs Coordinator and the Account Clerk – Solid Waste. The changes relate to shifting the duties associated with serving as Clerk to the Boards of Commissioners for the Del Norte Solid Waste Management Authority and the Del Norte Abandoned Vehicle Service Abatement Authority from the Account Clerk – Solid Waste position to the Facilities & Programs Coordinator.

For the period when Katherine Brewer served as Account Clerk – Solid Waste, she performed clerking duties for the Authority. Ms. Brewer had prior clerking experience when she worked for the Crescent City Harbor District. When the job descriptions for the Administrative Assistant and Account Clerk – Solid Waste were approved in September 2015, the job duties associated with serving as Clerk were shifted to the Account Clerk – Solid Waste position.

Over the past few months, Katherine Brewer has been hired as Administrative Assistant – Solid Waste, and the Authority has also hired Kyra Seymour as Facilities & Programs Coordinator. Haley Smith has been hired as Account Clerk – Solid Waste. So with current staff, the Administrative Assistant has experience serving as Board Clerk, but our Account Clerk – Solid Waste does not. Considering other job responsibilities, in my opinion the Facilities and Programs Coordinator would be the most appropriate position to serve as Clerk. And though Katherine Brewer has served admirably as Clerk of the Board, she has always been clear that she would be content to be relieved of those additional duties, and those duties are not in the current job

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description for the Administrative Assistant – Solid Waste. Haley Smith is performing well as Account Clerk – Solid Waste, but she has no experience serving as Clerk.

The proposed changes are underlined and in strikeout in the attached redlined job descriptions. Also attached is an e-mail from Aaron Burton of SEIU 1021 confirming that the Authority's Employee's Union does not object to these changes.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

JOB TITLE: ACCOUNT CLERK – Solid Waste

Salary Range: 28 (DNSWMEA)

FLSA Status: NON-EXEMPT

EEO Class: 6

This is a responsible technical and clerical position that requires the ability and experience to perform a variety of complex duties under limited direction. This classification is non-exempt from the overtime provisions of the FLSA.

DESCRIPTION OF BASIC FUNCTION:

To perform complex accounting system work in the preparation, maintenance, and review of Del Norte Solid Waste Management Authority financial records; and may supervise Refuse Site Attendants in a lead person capacity.

ESSENTIAL DUTIES: Essential job duties may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional position-specific tasks.

- Primary person responsible for verifying and balancing all daily transactions, receipts, cash, checks, card payments, and account charges for all Authority-managed facilities.

- Primary person responsible for tracking and maintaining safe balances and related accounting records.

- Primary person responsible for making regular deposits to Authority accounts.

- Primary person responsible for preparing starting cash for facility tills with appropriate change available prior to daily operations at each Authority-managed facility.

- Provides supervision in the maintenance of Authority and related County, and contractor financial and operational records.

- Separates and distributes direct and indirect costs into labor, materials, equipment, and/or other expenditures.

- Audits, posts, and balances general ledgers for county, departmental, facility and program operations.

- Compiles data for and assists in the preparation of assigned annual budgets.

- Monitors and maintains assigned budget records and balances.

- Oversees the review of claims, warrants, authorizations, transfers of expenditures, disbursements, and entries to the general and subsidiary journals or ledgers.

- ~~Attends and records various meetings and/or hearings of the Board of Commissioners of the Del Norte Solid Waste Management Authority.~~

- ~~Assists with preparation of agenda binders for meetings of the Authority Board; ensure involved parties and the general public are informed within required time limits.~~

- ~~Assists Director with publication and posting of all legal notices as required by law.~~

- ~~Assists with the preparation, review, and distribution of a variety of legal documents such as minute orders, ordinances, resolutions, and agreements.~~

- Provides feedback and training to Refuse Site Attendants as needed with respect to customer transactions, closing procedures, balancing and related documentation.

- Operates various bookkeeping machines, calculators, and/or data processing equipment during the performance of assigned duties.

- Calculates various fees, costs, interests, etc. according to established procedures.

- Acts as an information source regarding inquiries about unit and/or County policies and procedures pertaining to account/fiscal operations.

- Serves as Administrative Assistant, Refuse Site Attendant and assigned stand-by duties as needed.

- Performs related duties as required.

JOB REQUIREMENTS, QUALIFICATIONS AND DIFFICULTY OF WORK:

Requires:

- Knowledge of modern office methods, practices, and terminology.
- Knowledge of the principles and practices of governmental accounts maintenance and operations.
- Knowledge of relevant statutes and regulations governing the operation of County and/or unit operations.
- Ability to effectively analyze specific problems and situations and apply appropriate procedures.
- Ability to establish and maintain effective working relationships with fellow employees, other departments, outside agencies, and the general public.
- Ability to maintain complex financial records and to prepare special financial reports and statements.
- Ability to perform mathematical calculations rapidly and accurately.
- Ability to draft routine business letters.
- Ability to communicate effectively in oral and written forms.
- Ability to operate basic data processing equipment in the performance of accounting system duties.

Minimum Qualifications:

- Graduation from high school including course work in bookkeeping and/or accounting; four years experience in financial record-keeping; or an equivalent combination of education and experience.

This work consists of moderately complex and responsible clerical, technical, and paraprofessional duties at a lead person level within a classification series.

RESPONSIBILITY:

Employees in this classification receive limited supervision within a broad framework of policies and procedures. Employees in this classification may direct the work of personnel. Errors in work or judgment could result in loss of time and money, misappropriation of funds, inefficient programs, and/or poor community relations.

ENVIRONMENTAL CONDITIONS:

Work is performed in an office environment under both quiet and noisy conditions. Work may involve continuous contact with staff and the public.

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 a disability to perform the essential functions.

While performing the duties the employee is regularly required to sit, talk, hear, and use hands and fingers.

The employee is frequently required to stand, walk, and drive.

The employee is occasionally required to reach with hands and arms, and to stoop, kneel, or crouch.

The ability to operate a keyboard/typewriter, copier, facsimile machines and like equipment is required.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

JOB TITLE: FACILITIES & PROGRAMS COORDINATOR

Salary Range: 50 (DNSWMEA)

FLSA Status: EXEMPT

EEO Class: 3

DESCRIPTION OF BASIC FUNCTION AND RESPONSIBILITY:

To perform complex professional analytical work, to act as an advisor in the planning and execution of assigned projects, and to manage various Del Norte Solid Waste Management Authority (Authority) facilities and programs.

DUTIES: Essential job duties may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Performs complex professional tasks related to planning, implementing, monitoring and reporting regarding solid waste, recycling, composting, special waste, household hazardous waste and public education and outreach programs and activities. Acts as advisor in the planning and execution of assigned projects and manages various Authority programs.

- Prepares grant applications, scopes of services for professional contractors, preliminary and final designs, plans and specifications, requests for proposals, invitations to bid, and related quantity estimates.

- Develops project budgets, tracks expenses and prepares final budget reports for resource recovery projects, community cleanup projects, and collection events as assigned.

- Administers Authority contracts and grants as assigned including reviewing invoices and related work products for progress and final payments.

- Administers most aspects of the used oil and beverage container recycling programs, including: budget management, contract management, inspections, procurement, reporting and public education.

- Attends and records various meetings and/or hearings of the Board of Commissioners of the Del Norte Solid Waste Management Authority.

- Assists with preparation of agenda binders for meetings of the Authority Board; ensure involved parties and the general public are informed within required time limits.

- Assists Director with publication and posting of all legal notices as required by law.

- Assists with the preparation, review, and distribution of a variety of legal documents such as minute orders, ordinances, resolutions, and agreements.

- Develops, plans and coordinates the implementation of programs and facilities for the recycling of used oil, hazardous waste, and other recyclables.

- Prepares and/or monitors evaluation of potential contractors, preliminary and final project deliverables and reports, related cost estimates, plans, and specifications.

- Conducts on-site inspections of facilities, both public and private, to obtain field data for planning and compliance. Manages and inspects programs and work in progress for compliance with Federal, State, and local regulations.

- Monitors and advises on compliance by Authority programs, facilities, and contracted service providers. Assesses future needs and provides and analyzes alternative compliance strategies to address those needs.

- Plans, conducts and coordinates maintenance and repair activities, monitoring, analysis, staff reports, and related agency correspondence pertaining to Authority management of the Crescent City Landfill, monitoring wells, and other Authority facilities and equipment.

- Conducts and/or assists with landfill surveys and environmental monitoring of the landfill, including inspections, water quality data and sample gathering, and gas monitoring.

- Provides assessment and analysis of software, equipment, structures, site improvements, environmental controls, contractors, operations and safety procedures at all Authority facilities.

- Assists the Director in the management of Authority contractors, review of

contractors' reports, and addressing customer complaints.

- Prepares and presents written and oral reports and graphic presentations related to solid waste planning, monitoring and compliance, resolutions and Ordinances to the Del Norte Solid Waste Management Authority Board of Commissioners, the Del Norte County Board of Supervisors, the Crescent City Council and other agencies, departments and advisory groups as needed.

- Participates in drafting portions of the Authority budget; may monitor budgets and other financial reports.

- Inspects Authority programs and projects to ensure that performance meets requirements.

- Serves as staff support to the Del Norte Solid Waste Task Force.

- Provides technical assistance to institutions, commercial businesses and the general public regarding waste audits and other requested assessments.

- Plans, coordinates and participates in face-to-face outreach and service events. Develops and distributes printed surveys and public education materials to support reuse, recycling and product stewardship programs.

- Develops and produces newspaper and radio ads and coordinates related education campaigns with local and social media.

- Plans and organizes public outreach and education activities, such as composting workshops, Earth Week activities, booths at the County Fair and other public events, etc.

- Assists and advises agencies, the general public and other interested parties regarding the laws, regulations, policies, procedures, and programs pertaining to Authority responsibilities.

- Composes letters of response or inquiry to government agencies, the general public, and other interested parties regarding questions, clarification or issues related to the Authority, or related programs, contractors, or facilities.

- Compiles data and prepares technical reports to document the cost and success of countywide resource recovery programs.

- Prepared documentation, correspondence and other written materials related to program services; maintains or directs maintenance of associated records and

files.

- Monitors the progress of special projects under the guidance of the Director.

- Reviews various journals, reports, and other written material in order to stay abreast of the current practices and legal requirements pertaining to Authority responsibilities.

- Acts as an information source and provides assistance to the public regarding division programs, policies, projects, and procedures.

- Serves as Refuse Site Attendant and assigned stand-by duties as needed.

- Acts as head of the Del Norte Solid Waste Management Authority in the absence of the Director.

- Represents the Solid Waste Management Authority as needed on the Environmental Review Committee.

- Performs related duties as required.

JOB REQUIREMENTS, QUALIFICATIONS, AND DIFFICULTY OF WORK:

Requires:

- Possession of a valid California Driver's License.
- Ability to communicate regarding complex issues quickly and accurately.
- Knowledge of the methods, practices, procedures, and legal requirements associated with development and implementation of a County-wide integrated waste management program in California.
- General knowledge regarding the laws, regulations and agencies and their respective responsibilities for managing solid waste, recycling, composting, landfills, and Authority facilities.
- Knowledge of hazardous waste management and recycling procedures and equipment.
- Knowledge of methods, materials, tools and equipment used in solid waste, resource recovery, composting, and product stewardship programs.
- Knowledge of the social and psychological aspects of solid waste management, resource recovery, and promoting behavioral changes.
- Ability to use computers, electronic spreadsheets, word processing, and graphics software for effective analysis and communications.

- Ability to comprehend and navigate laws, regulations and requirements related to solid, integrated, and hazardous waste management.
- Ability to gather data and prepare accurate comprehensible reports.
- Ability to establish and maintain effective working relationships with other agencies, individuals, and organizations of which the Authority is a member.
- Ability to inspect programs, facilities, and construction projects to assure compliance with plans, specifications and program requirements.
- Ability to investigate and provide comparative analysis of new software, alternative program, outreach, or compliance approaches, and related equipment.

Minimum Qualifications:

A Bachelor's degree from an accredited college or university in waste management, planning, engineering, public policy or related fields AND two (2) years of increasingly responsible professional experience in integrated waste management or related field; or an equivalent combination of education and experience.

This work consists of administrative, professional, and complex technical duties.

Special Requirements:

- Requires the abilities to maintain mental capacity which allows exercise of sound judgement and rational thinking under varied circumstances; to think and act quickly in emergencies; and effectively deal with personal change.
- Requires the ability to traverse hilly and uneven terrain and lift up to 50 pounds for the purpose of moving materials and equipment and collection of data at the Crescent City Landfill and other Authority facilities.

RESPONSIBILITY:

Employees in the classification receive limited supervision within a broad framework of policies and procedures. Employees in this classification may supervise personnel. Errors in work or judgment could result in loss of money, inappropriate application of regulations, unnecessary intervention or fines by regulatory agencies, damage to the environment, litigation against the agency, or poor community relations.

Tedd Ward

From: Aaron Burton
Sent: Wednesday, July 12, 2017 6:31 PM
To: Tedd Ward
Cc: rita schmitt
Subject: RE: Proposed changes to DNSMWA job descriptions

Hello Tedd,

I hope you are doing well, we were able to review and discuss the proposal tonight. We are in agreement with the proposed changes. In addition, could you send the union a copy of Haley Smith's membership application for our records. Thank you.

In Unity,
Aaron M. Burton
Field Representative
SEIU Local 1021

RESOLUTION NO. 2017-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPOINTING KYRA SEYMOUR AS AUTHORITY CLERK

WHEREAS, the Board of Commissioners convenes monthly to conduct business of the Del Norte Solid Waste Management Authority; and

WHEREAS, the Board of Commissioners desires the services of a clerk to take minutes of the meetings, attest signatures, and other common tasks assigned to clerks of governing boards; and

WHEREAS, the former Clerk of the Board Katherine Brewer has been promoted from Account Clerk to Administrative Assistant; and

WHEREAS, the Board of Commissioners has approved changes shifting clerking responsibilities from the job descriptions for the Account Clerk – Solid Waste to the job description for the Facilities & Programs Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the Del Norte Solid Waste Management Authority that Facilities & Programs Coordinator Kyra Seymour is appointed to serve as Clerk of the Board of Commissioners of the Del Norte Solid Waste Management Authority until such time as the Authority Board makes a different appointment. Other Authority employees, such as the Administrative Assistant, may serve as Acting Clerk when the Facilities & Programs Coordinator is unavailable.

PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority this 15th day of August, 2017 by the following polled vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Blake Inscore, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____
Eli Naffah, Secretary
Del Norte Solid Waste Management Authority

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