




# Memorandum

## MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

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Reviewed by: 

General Manager

Date: 12/13/21

DATE: December 10, 2021

TO: General Manager

FROM: Senior Engineer

SUBJECT: Authorize Purchase of Module 1 PLP Liner Membrane from Solmax Geosynthetics LLC of Houston, TX in the Amount of \$98,784 (excluding CA Sales Tax)

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**RECOMMENDATION:** That the Board of Directors authorize the purchase of Module 1 PLP Liner Membrane from Solmax Geosynthetics LLC of Houston, TX in the Amount of \$98,784 (excludes CA Sales Tax).

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### **BACKGROUND**

In 2006, the Central Coast Regional Water Quality Control Board (CC-RWQCB) updated the Waste Discharge Requirements (WDR) permit for the District's Monterey Peninsula Landfill. That WDR was written as a site-specific permit; typical for the standard of practice at that time. The 2006 WDR included a provision that existing waste-in-place in unlined areas of the landfill (i.e., Modules 1 and 2) be covered with a Preferential Leachate Pathway (PLP) Liner membrane prior to disposal of additional waste materials on top of the waste in-place. The regulatory purpose of the PLP Liner is to minimize water infiltration (aka leachate) thru the waste profile in unlined areas and to direct any leachate above the PLP Liner to a lined module with a leachate collection and recovery system (LCRS); e.g., Modules 4 and 5 for the Monterey Peninsula Landfill. In September 2020, the CC-RWQCB adopted a General WDR to be a basis to update the permits for all Central Coast landfills. The General Order WDR includes the PLP Liner provision as a requirement for every landfill in the Central Coast region.

In 2006, the District's waste disposal fill operations were primarily in the then recently constructed Module 4 area of the landfill. Module 4 is the second module that was constructed with a base liner system; Module 3 being the first lined area at the Monterey Peninsula Landfill. It wasn't until 2013 and the need to increase interim disposal capacity that led to the construction of Module 5 and the start of phased installation of the PLP Liner over existing waste in-place in the unlined Module 1 and 2 areas. First, over the south facing slopes of Modules 1 and 2 that were immediately adjacent to Module 5 and, more recently, on the upper south facing slopes of Modules 1 and 2, and the top deck area of Module 2. The Module 1 top deck area is the remaining area requiring the PLP Liner installation and is the subject of this Staff Report.

## **DISCUSSION**

The recent extended duration of prevailing dry weather conditions has allowed for continued waste disposal filling on the top deck area of the landfill. That filling has primarily occurred in the lined Module 3 area and an eastern portion of Module 2 that already had PLP Liner installed.

In October 2021, PLP Liner was deployed on the western portion of the Module 2 top deck area. Current waste disposal operations immediately covered that area last month as dry weather conditions prevailed and supported the fill management goal of maintaining wet weather disposal capacity in Module 6. Current waste disposal operations are in the Module 2 area and will remain on the landfill's top deck until a significant wet weather system is forecasted. When significant wet weather conditions are forecasted, the disposal fill operations will be moved to Module 6. The longer duration of waste disposal operations on the top deck area has resulted in the ability to accelerate the start date for filling over the Module 1 top deck area. Thus, the installation of PLP can commence in order to cover the existing waste in-place with PLP, prior to placing new waste.

The PLP Liner material is a 30 MIL Linear Low Density Polyethylene (LLDPE) membrane liner. The District has purchased this material from Solmax Geosynthetics LLC and their predecessor since beginning the PLP installation in 2013. The Solmax supplied 30 MIL LLDPE meets the specifications for the PLP Liner. Ordering the material at this time will allow for production and delivery of the material in January 2022 and deployment in February 2022, weather permitting. Staff has historically installed the PLP Liner and will likely do so again for the Module 1 top deck. This will complete the PLP Liner installation for the Monterey Peninsula Landfill and will also provide additional fill capacity that will be utilized in the near future.

## **FINANCIAL IMPACT**

The PLP Liner material required to cover the Module 1 top deck will cost approximately \$106,500 (\$98,784 quotation plus 7.75% CA Sales Tax). This purchase was not specifically identified in the Capital Improvement Budget for Fiscal Year 2021/2022. However, with the Module 7 – Phase I Mass Excavation contract completed and under budget, the PLP Liner expense can easily be covered by that project's remaining budget balance.

## **CONCLUSION**

It is therefore recommended that the Board of Directors authorize the purchase of 30 MIL LLDPE Membrane material from Solmax Geosynthetics LLC of Houston, TX in the Amount of \$98,784 (about \$106,500 inclusive of CA Sales Tax) for the use on the top deck area of Module 1. This expense will be incorporated into the approved FY 2021/22 Budget utilizing a portion of the remaining project balance for the Module 7 – Phase 1 Mass Excavation construction budget. The Board's authorization will allow for staff to order the material at this time; to receive the material by the end of January; to install the material in February 2022, weather permitting, and to utilize the fill capacity above the PLP Liner in the Module 1 top deck area.



David Ramirez, P.E.

Attachment:

1. Solmax PLP Liner Material Quotation dated November 9, 2021
2. Site Map





QUOTATION : 24617 - 003-010283

PROJECT : 30 MIL LLDPE ST

DATE : 09-Nov-2021

### CLIENT

NAME : Monterey Regional Waste Management District

CONTACT : DAVID RAMIREZ

PHONE : 831.261.2153

EMAIL :

ADDRESS : P.O. Box 1670

Marina, CA, 93933

USA

### PRODUCTS

SITE ID	PRODUCT CODE	PRODUCT DESCRIPTION	DIMENSION	QUANTITY	U/M	UNIT PRICE (\$)	TOTAL (\$)
1501	1101518	LLDPE 30 mil Black Single Sided Textured ST	22.50X980.00 FT	352,800.00	SQFT	0.280	98,784.00
SUBTOTAL (\$)							98,784.00

### PRODUCTS INFORMATION

CURRENCY : USD

TAXES : Extra

PAYMENT TERMS : NET30E

PURCHASE ORDER BEFORE : 12/9/2021

ESTIMATED TRANSIT TIME : 3 days

TERMS OF DELIVERY : DAP-MONTEREY COUNTY-CA-USA

ADDITIONAL TESTING? ☐

SPECIFICATIONS? ☐

METHOD OF TRANSPORT : 2 AXLES

NOTE : Unloading and inspection costs excluded.

All terms of delivery are as per Incoterms 2020.

Final production & routing is at Solmax's discretion.

Roll width and length may vary  $\pm$  1%.

### NOTES

Rod \$USD-Price for black rod for less than a pallet is 57\$USD/spool ; over a pallet is 50\$USD/spool . Price for all color rod for a full pallet or less is 63\$ USD/spool . Note : a pallet is 42 boxes .

### WARRANTY PER PRODUCT

1101518 (LLDPE 30 mil Black Single Sided Textured ST)

Solmax will Provide a Limited 5 Year Material Warranty on a Pro rata basis in accordance with Solmax Standard warranty Terms and conditions.

SALES MANAGER : Cody, Huff

EMAIL : chuff@solmax.com

### OPENING BANK AND ADDRESS

Bank of America Merrill Lynch

901 Main Street, Dallas, TX, 75202 USA

Please contact our credit department for more details.

## SELLER'S TERMS AND CONDITIONS

**1. COMPLETE AGREEMENT:** These Seller's Terms and Conditions ("T&C") are attached to and an integral part of the Quotation for the sale/purchase of products to Buyer (the "Product") for the project referenced therein (the "Quotation") between the Seller (named in the Quotation) and the Buyer (named in the Quotation). Such Quotation shall become effective upon the Seller's receipt and acceptance of the Buyer's written purchase order, order, acceptance, confirmation or acknowledgment (herein the "PO"), it being understood that any PO submitted by the Buyer must contain, reflect, acknowledge, refer to or accept the terms and conditions contained in the Quotation. The Quotation, these T&C (including all exhibits relating thereto), the Credit Approval (as herein defined), the PO and the sales order represent the complete agreement between the parties (the "Contract") and no terms or conditions made by the Buyer verbally, in the PO or otherwise in any way adding to, modifying or otherwise changing the provisions stated in the Quotation, the T&C and the Credit Approval shall be binding upon the Seller. The Contract supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either party with respect to the subject matter hereof and the transactions contemplated hereby. No amendment of any provision of this Contract shall be valid unless made in writing and signed by both parties specifically referencing the portion of the Contract being amended.

**2. PAYMENT AND CREDIT:** Buyer agrees that terms of payment shall be set in the invoice or the Credit Approval, and Buyer shall pay such amounts without any compensation, set-off or reduction of any kind by Buyer (including those for alleged damages). Invoices not paid when due will be subject to a finance charge of 1.0% per month, 12% per annum or the highest rate allowed by law, on the unpaid balance. In the event Seller has had to refer to a third party for collection, Buyer agrees to pay collection and reasonable attorney fees incurred to effect collection of amounts owing and unpaid. Any sale to Buyer is subject to Seller's approval of the Buyer's credit worthiness, and Seller reserves the right to set such conditions, or to require Buyer to post a confirmed letter of credit in Seller's favor for the full amount of the purchase price or to make other payment arrangements acceptable to Seller prior to approving and/or granting credit to Buyer (the "Credit Approval"). For greater certainty, in the event the Buyer has accepted the Quotation provided by the Seller prior to the Credit Approval, the PO shall remain subject to the terms and conditions, or the credit and payment schedules contained in the said Credit Approval, it being understood that the Seller will in no way be bound by any terms and conditions stipulated in the PO. If Buyer fails to make payment in accordance with the terms of the Contract or otherwise fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of the order or any other order. In such event, Buyer will remain liable for all unpaid accounts.

**3. PRICES:** All prices are subject to (i) shipping terms as per Incoterms 2020 specified in the Quotation and (ii) to any adjustment to Seller's prices in effect at the time of quotation. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by the Buyer unless otherwise specified.

**4. TAXES AND IMPORT DUTIES:** The prices quoted are without and exclusive of any sales, goods, service, excise and similar taxes (the "Taxes"). Such Taxes are to be added to the price and paid by Buyer. Buyer must provide Seller with a sales tax exemption certificate in order to avoid payment of sales tax imposed by law. All Taxes now or hereafter levied by any governmental authority, either directly or indirectly, upon the sale or transportation of any Product covered hereby shall be paid and borne exclusively by the Buyer. Buyer agrees that if or to the extent that Seller is charged with any such Taxes, Buyer shall forthwith reimburse Seller for same. Buyer will be at all times the importer of record for purposes of applicable import laws in the destination country ("Import Laws"). Buyer will be responsible for filing import documentation and paying associated import taxes, duties and charges in accordance with the provisions of the Import Laws. Buyer will reimburse Seller for any such import taxes, duties and charges within fifteen (15) days of receipt of the import documents in the event Seller is charged with same. Buyer will be responsible for paying any additional taxes, duties, charges or any expenses incurred now or in the future in the event that the import documentation doesn't comply with the provisions of the Import Laws due to any erroneous, incomplete or untimely information provided by Buyer.

**5. DELIVERY AND RISK:** Shipment and delivery to Buyer's site shall be made within 30 days from receipt and acceptance of the PO. If the Buyer is not ready or able to receive the Product once the Seller is ready to ship, the Buyer will have to pay all costs of handling, transport and storage fees that will apply for all the Product which the Buyer cannot take possession, unless the Buyer has pre-notified the Seller in writing of Buyer's impediment and the parties have made alternative arrangements. Subject to the preceding sentence, if the Seller's facility cannot store the Product that was originally set to be shipped to the Buyer, the Seller will have the right to move and store the Product at another facility at the Buyer's expense. If the start up is being delayed by the Buyer and the aforementioned 30 days delivery date cannot be met due to Buyer's start up delay, the Seller will not be liable to the Buyer for any damage. Seller will use all reasonable efforts to comply with Buyer's requests as to the method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such case, Seller will notify Buyer of such changes as soon as reasonably possible. If the quoted price for the Product includes the freight charges from the Seller's manufacturing facility to the Buyer's facility or job site, the cost of freight has been determined as of the date of the quotation. Buyer acknowledges and agrees that if Seller receives notification of a fuel surcharge from its carriers after the date of the quotation and prior to delivery, then that fuel surcharge will be passed on to Buyer for Buyer's account. If Seller's selected carriers refuse to deliver any Product to Buyer due to a Force Majeure Event (as herein defined), then Buyer has the option of arranging for shipment at its expense and receiving a credit from Seller for the freight charges in the Quotation. Delivery and risk of loss shall be in accordance with the Incoterms 2020 specified in the Quotation. Title of the Product shall remain vested in Seller until full payment by the Buyer.



**6. INSPECTION AND RETURN/CANCELLATION POLICIES:** The Buyer shall carefully examine the Product upon receipt. If Buyer receives a Product which it considers damaged, non-conforming, not within specification or otherwise unacceptable (the "Rejected Product"), Buyer must so notify Seller in writing no later than ten (10) business days after receipt of the Product or prior to installation, whichever shall occur first (the "Rejected Product"). Failure of such notice shall be deemed acceptance of the Product as received. Seller shall have an opportunity to inspect any Rejected Product. The Rejected Product may be returned only upon Seller's written consent and only pursuant to the terms contained in Seller's return policy, which can be found by going to the website link referred to below. Seller's liability shall in no event exceed the value of the Rejected Product, without regard to any other loss or damage caused directly or indirectly by the Buyer's rejection. Any request to cancel a PO may be subject to a cancellation charge as specified in the cancellation policy, which can be found by clicking on to the website link <https://www.solmax.com/en/lp/return-and-cancellation-policies>

**7. WARRANTY AND DISCLAIMER:** Subject to the exclusions contained hereunder and in the Exceptions Notes of the Quotation, the sole and exclusive warranty of Seller as to any Product shall be as specified in the Quotation, in these T&C and the written limited warranty issued by Seller in favor of the owner of the project, a copy of which is available upon request or by clicking on to the website link <https://www.solmax.com/en/lp/limited-warranty> (the "Limited Warranty"). It is the responsibility of the Buyer to provide a copy of the Limited Warranty to the owner of the project. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR, FITNESS FOR A PARTICULAR PURPOSE. Seller neither makes nor intends, nor does it authorize any agent or representative to make any other warranties or representations, express or implied. An express condition precedent to any and all liability under Seller's warranty (including the Limited Warranty) is timely payment of all amounts owed by the Buyer to the Seller. Buyer assumes all risk and cost associated with any inconsistencies as between the Limited Warranty and any alleged representations or warranties Buyer makes to any third party, including the owner of the project. It will be the responsibility of the Buyer to incorporate the terms and conditions of the Limited Warranty into all contracts of sale or offers of Product or bids to third parties, including the owner of the project. Buyer agrees to indemnify, defend and hold Seller harmless from and against all claims, demands, causes of action, damages and losses of every kind and character (including reasonable attorney's fees) arising out, relating to or resulting from Buyer's representations or warranties to such third party which are not included in the Limited Warranty. Notwithstanding any term or condition hereof, any and all landscape products are sold "as is - where is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. For greater clarity, the Limited Warranty expressly excludes any and all landscape products. The Seller will transfer the original manufacturer's warranty for all products not manufactured by the Seller.

**8. NO LIABILITY AND TECHNICAL ASSISTANCE:** Buyer acknowledges and agrees that regardless of whether Seller furnishes or provides technical assistance or information with regard to any Product or as to the installation or the usage of such Product, Seller is not a design professional and shall have no design responsibility or liability with regard to (a) any project plans or specifications, (b) the application or use of the Product to any particular system, project, purpose, installation or specification or (c) any installation, means, methods or techniques at the project. Buyer acknowledges and agrees that any technical assistance or responses provided by Seller shall be subject to review and approval by the project design professionals and/or owner of the project, who shall have sole responsibility and liability as to whether to accept and/or implement same, with no liability to Seller. Furthermore, any proposed product, including the Product, should be thoroughly evaluated for its intended application by the Buyer. The parties expressly agree that the sale hereunder is for commercial or industrial use only and is not a consumer transaction. It is also agreed that the Product sold by Seller to the Buyer must be installed and/or sold by the Buyer at the same project location than the one specified in the Quotation unless the Buyer has received a prior written approval by the Seller allowing for the installation and/or sale at a different project location.

**9. LIMITATION OF LIABILITY:** SELLER SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DOWNTIME, ENVIRONMENTAL DAMAGE OR SUITS FROM THIRD PARTIES, DIRECTLY OR INDIRECTLY ARISING FROM THIS CONTRACT OR TRANSACTION, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. BUYER'S SOLE REMEDIES IN THE EVENT OF BREACH ARE THOSE REMEDIES ENUMERATED HEREIN AND/OR IN THE LIMITED WARRANTY. SELLER'S LIABILITY SHALL IN NO WAY EXCEED THE REPLACEMENT COST OF THE PRODUCT WHICH HAS VIOLATED THE LIMITED WARRANTY, OR THE WARRANTY PROVIDED HEREIN AND DOES NOT EXTEND TO THE INSTALLATION SERVICES OF SELLER, BUYER OR THIRD PARTIES.

**10. INDEMNIFICATION:** Buyer shall fully indemnify, defend and hold Seller and its affiliated companies and their respective officers, directors, managers, agents, employees, affiliates, representatives, successors and assigns harmless from and against any third party claims, demands, actions, suits, proceedings, investigations, liabilities, damages, costs or expenses (including reasonable attorneys' fees) that arise from or relate to: (i) Buyer's breach of its representations, warranties or obligations as set forth in this Contract; (ii) any injury or death arising from a party's use of the Product, except to the extent caused by the negligence or willful misconduct of Seller or Seller's failure to manufacture the Product in accordance with the specifications; (iii) Buyer's infringement of any patent, copyright, or trade secret or other third-party rights of any person, Buyer's trademarks, or any other intellectual property developed or provided by Buyer under this Contract; and/or (iv) Buyer's marketing, advertising or other representation of the Product; (v) Buyer's negligence or willful misconduct or those for whom the Buyer is legally responsible.

**11. FORCE MAJEURE:** Seller shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including, but not limited to, any failures or delays in performance caused by any strike, lockout or labor dispute; fire; pandemic or lockdown issued by a governmental authority; act of God or the public enemy; riot; interference by civil or military authorities; compliance with the laws or with orders or policies of any governmental authority; delay in transit or delivery on the part of transportation company or communication facility or failure sources of raw material,

**SOLMAX GEOSYNTHETICS LLC**  
19103 GUNDLE RD, HOUSTON, TX, 77073 USA



increase in fuel surcharges by carriers increase by more than five (5) cents per gallon from the date of the quotation, shortage of raw materials, including resin, master batch, bentonite, carbon black, and zinc oxide, on an industry wide, region wide, or nationwide basis.

**12. GOVERNING LAW AND ARBITRATION:** This Contract shall in all respects be governed by and construed according to the laws of Quebec, Canada, including the Quebec Act respecting the United Nations Convention on Contracts for the International Sale of Goods (CQLR, c. C-67.01), despite any applicable conflict of law provisions. All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France. Arbitration shall be held in English language. This Contract shall in all respects be governed by and construed according to the laws of Quebec, Canada, including the Quebec Act respecting the United Nations Convention on Contracts for the International Sale of Goods (CQLR, c. C-67.01), despite any applicable conflict of law provisions. All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France. Arbitration shall be held in English language. Notwithstanding the foregoing, this Contract and any dispute involving a Seller that is a legal entity incorporated in the United States of America shall be governed by and construed according to the common law of the State of Texas and all disputes arising out of or in connection with the present Contract shall be finally settled by ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and shall take place in Harris County, State of Texas and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For greater clarity, the parties hereby consent to personal jurisdiction in said county and further consent not to assert any venue claims based upon forum non-conveniens.

**13. CONFIDENTIALITY AND TRADEMARKS:** All information about Seller's business to which Buyer gains knowledge in the course of this Contract shall be kept confidential by Buyer, shall not be disclosed to a third party and shall not be used for any other purpose than to the extent required for either party to perform its obligations under this Contract. Moreover, the parties shall keep the terms and conditions of this Contract confidential. No right to the use of any trade name or trademark of Seller passes to the Buyer under this Contract and the Buyer agrees to refrain, either directly or indirectly, from using any of Seller's trade names or trademarks unless specifically authorized to the contrary by Seller in writing.

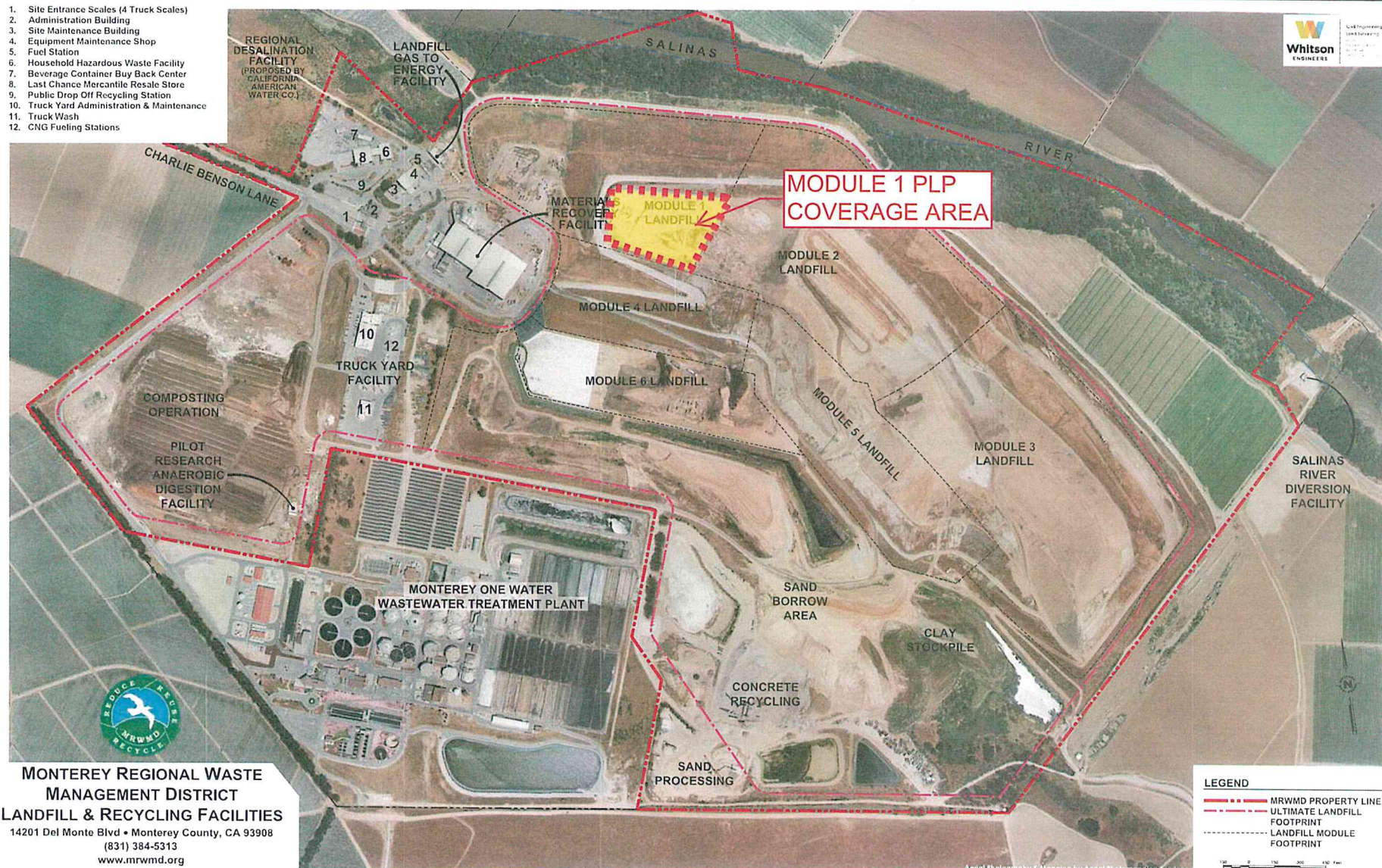
**14. CODE OF ETHICS:** Buyer covenants, represents and warrants that: (i) it has read Seller's Third Party Code of Ethics at: <https://www.solmax.com/en/about/ethical-code> (the "Code"); (ii) it accepts to be bound by the terms of the Code; (iii) it will not engage in any conduct that violates the Code.

**15. SANCTIONS:** Notwithstanding any other provision herein, Buyer agrees to comply fully with all applicable sanctions and export control laws and regulations of Canada, the United States ("US") and the European Union ("EU") in performance of this Contract. Buyer represents and warrants that neither Buyer, nor any parent, subsidiary, affiliate, or associated company of Buyer, is: (a) included on any of the restricted party lists maintained by Canada, the US or EU (collectively, "Restricted Party Lists"); (b) is owned or controlled by (i) any party identified on the Restricted Party Lists; (ii) any government subject to Canadian, US, or EU sanctions; or (iii) any party acting on behalf of those identified in (a) or (b) (collectively, "Restricted Parties"). Buyer hereby acknowledges and confirms that, unless specifically authorized by Seller, it will not sell or enter into an agreement to sell the Products, directly or indirectly through third parties or otherwise, to any Restricted Parties or to North Korea, Iran, Syria, the Crimea region of Ukraine/Russia, or Cuba.

**16. MISCELLANEOUS:** This Contract shall be binding upon the respective successor and assigns of each of the parties hereto, but, any assignment without the prior written consent of Seller shall be void, except where such assignment is approved in advance by Seller. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, modify, explain, or supplement any of the terms hereof.



1. Site Entrance Scales (4 Truck Scales)
2. Administration Building
3. Site Maintenance Building
4. Equipment Maintenance Shop
5. Fuel Station
6. Household Hazardous Waste Facility
7. Beverage Container Buy Back Center
8. Last Chance Mercantile Resale Store
9. Public Drop Off Recycling Station
10. Truck Yard Administration & Maintenance
11. Truck Wash
12. CNG Fueling Stations



**MODULE 1 PLP  
COVERAGE AREA**



**MONTEREY REGIONAL WASTE  
MANAGEMENT DISTRICT  
LANDFILL & RECYCLING FACILITIES**

14201 Del Monte Blvd • Monterey County, CA 93908

(831) 384-5313

[www.mrwmd.org](http://www.mrwmd.org)

Date of Aerial: May 31, 2021

**LEGEND**

- MRWMD PROPERTY LINE
- ULTIMATE LANDFILL FOOTPRINT
- LANDFILL MODULE FOOTPRINT



Aerial Photography & Mapping by Aerial Photomapping Services