



Scott Alvord, City of Roseville, Chair

Shanti Landon, Placer County

Bonnie Gore, Placer County

Bill Halldin, City of Rocklin

Dan Karleskint, City of Lincoln

Ken Grehm, Executive Director

# WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**JUNE 8, 2023 5:00 PM**

Materials Recovery Facility Administration Building  
3013 Fiddymment Road, Roseville, CA 95747

*The WPWMA Board of Directors JUNE 8, 2023 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <https://placer-ca-gov.zoom.us/j/92816083280>*

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov). The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations, please contact the Clerk of the Board at (916) 543-3960 or [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov). If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Karleskint)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.

6. Announcements & Information
  - a. Reports from Directors
  - b. Report from the Executive Director (Ken Grehm)
  - c. Financial Reports (Eric Oddo) Pg. 5
  - d. Monthly Tonnage Reports (Eric Oddo) Pg. ---
  - e. Annual MRF Processing Fee Adjustment (Jennifer Snyder) Pg. 7
  - f. Annual Landfill Processing Fee Adjustment (Jennifer Snyder) Pg. 9
  - g. MRF Operator Report (FCC) Pg. 11
  - h. Landfill Operator Report (FCC) Pg. 21
  - i. MRF Improvements Project Update (FCC) Pg. 25
  - j. Education Program Update (Emily Hoffman) Pg. 33

7. Consent Agenda

- a. Minutes of the Board Meeting held May 11, 2023 Pg. 35  
Approve as submitted.
- b. Second Amendment to the Agreement with The EcoHero Show for School Outreach Services (Emily Hoffman) Pg. 41
  - 1. Authorize the Chair to sign the Second Amendment with The EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$25,000, increasing the total not-to-exceed amount of the Agreement to \$141,000.
  - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.
- c. Third Amendment to the Agreement with Magma Creative for Creative Services (Emily Hoffman) Pg. 47
  - 1. Authorize the Chair to sign the Third Amendment with Magma Creative, Inc. to provide creative services for the WPWMA's Outreach Program for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$502,300.
  - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.
- d. Sole Source Agreement with JSR Strategies for Web Services (Emily Hoffman) Pg. 55
  - 1. Authorize the Chair to execute a sole source Agreement with JSR Strategies to provide website development and management services for an amount not to exceed \$50,000.
  - 2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

8. Action Items

- a. Agreement with SCS Field Services for Landfill Gas Operation and Maintenance (Will Scheffler) Pg. 59
  - 1. Authorize the Chair to execute an Agreement with SCS Field Services to provide landfill gas operation and maintenance services at the Western Regional Sanitary Landfill for an amount not to exceed \$1,732,609.
  - 2. Determine that the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

- b. MRF Visitor Gallery and Observation Catwalk (Ken Grehm)
  - 1. Authorize the Executive Director, upon review and approval of WPWMA Counsel, to execute an amendment to the Material Recovery Facility Expansion: Design-Build Services Agreement with FCC Environmental Services California, LLC for design, construction and installation of visitor gallery and observation catwalk for a maximum direct cost to the WPWMA of \$325,000.
  - 2. Determine that the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
- 9. Upcoming Agenda Items  
Identification of any items the Board would like staff to address at a future meeting.
- 10. Adjournment

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**Western Placer Waste Management Authority - Operations Fund Income Statement**  
(unaudited/depreciation excluded)

Year-to-Date  
April 2023

	Year to Date				Notes
	Annual Budget	Budget	Actuals	Variance	
<b>Revenue</b>					
42010:Investment Income					
Interest / Investment Income	104,614	87,178	206,038	118,860	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	-	-	1,038,093	1,038,093	Interest earned on bond funds - not included in Budget
42030:Rents and Concessions	592,577	493,814	425,376	(68,438)	Reflects Energy 2001 royalty payments through February 2023 only
46240:Sanitation Services - Other	31,617	31,052	26,539	(4,513)	Tipping fee revenues tracking ~0.9% below budgeted amounts
46250:Solid Waste Disposal	45,173,775	36,832,855	36,515,315	(317,540)	Tipping fee revenues tracking ~0.9% below budgeted amounts
46430:Insurance	208,637	-	357,883	357,883	Reflects final portion of MRF fire insurance settlement
48030:Miscellaneous	40,000	33,333	186,487	153,154	Includes payment from Nortech for recyclable revenue sharing (\$47,686) and CCTV system (\$25,000)
49040:Gain/Loss on Fixed Asset Disposal	1,130,560	1,130,560	1,085,560	(45,000)	Received payment from FCC on 14 of the 15 trucks sold; working with DMV to switch title from Nortech on the 15th truck
<b>Total Revenue</b>	<b>47,281,780</b>	<b>38,608,793</b>	<b>39,841,292</b>	<b>1,232,499</b>	
<b>Expenses</b>					
<b>Capital Assets:</b>					
54430:Buildings & Improvements	30,603,376	29,570,775	1,824,000	27,746,775	Expected costs from FCC related to MRF improvements not yet realized
54450:Equipment	19,701,502	19,411,902	18,286,828	1,125,074	Expected costs from FCC related to MRF improvements not yet realized
54470:Infrastructure	695,000	-	-	-	
54480:Land Improvements	7,891,710	7,891,710	7,056,749	834,961	Module 6 excavation completed ahead of schedule; differential associated with compost pond project not yet completed.
<b>Operating Expenses:</b>					
51010:Wages and Salaries	2,151,929	1,753,423	1,875,184	(121,761)	Approx \$35,150 assoc. w/ OT, \$21,457 and w/ acc'd leave cash outs for a total of \$56,607.
52030:Clothing and Personal	6,000	5,000	2,911	2,089	
52040:Communication Services Expense	16,882	14,069	7,478	6,590	
52050:Food	1,000	833	1,300	(467)	
52060:Household Expense	3,000	2,500	206	2,294	
52080:Insurance	341,907	284,923	313,037	(28,115)	Insurance premiums greater than budgeted. Anticipate tracking ~\$30k over budget by end of FY
52140:Parts	3,000	2,500	220	2,280	
52160:Maintenance	32,911	27,426	33,613	(6,188)	Includes full annual payment for SCADA support (\$9,203) and Drone software (\$16,000)
52161:Maintenance - Building	30,000	22,500	-	22,500	No building maintenance costs realized to date.
52170:Fuels & Lubricants	2,000	1,667	3,848	(2,181)	Increased fuel cost for generators during January storms
52180:Materials - Buildings & Improvements	1,000	833	228	605	
52240:Professional / Membership Dues	5,000	5,000	8,675	(3,675)	Includes an unbudgeted, one-time cost of \$2,995 to register for Federal grant opportunities over the next 5 years.
52250:Services and Supplies	1,000	833	-	833	
52260:Misc Expense	-	-	-	-	
52320:Printing	32,200	26,833	13,012	13,821	Reducing printing costs to degree possible.
52330:Other Supplies	25,000	20,833	10,890	9,943	Lower office supply demand to date.
52340:Postage	4,110	3,425	2,674	751	Reducing hardcopy mailing costs to degree possible
52360:Prof. & Special Svcs - General	2,975,659	2,363,934	2,250,370	113,564	Several smaller consultant contracts not yet initiated.
52370:Professional and Special Services - Legal	160,000	133,333	102,878	30,456	Lower than expected legal counsel costs to date
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	5,000	5,000	-	5,000	Costs related to CCTV system maintenance; originally budgeted under 52360
SC3180 MRF Operations	29,208,676	23,482,042	24,408,742	(926,699)	Includes ~\$349,000 in one-time costs paid to Nortech and higher FCC fees due to increased processed tonnages.
SC3190 Landfill Operations	2,791,477	2,326,231	2,099,683	226,548	Lower disposal quantities than budgeted.
SC3320 Environmental and Ecological Services	300,000	250,000	74,611	175,389	Lower than expected County staff time billed to WPWMA-related projects
SC3322 Hazardous Waste	60,000	60,000	52,705	7,295	Full payment for annual HHW collection date realized. Any future costs related to cost sharing agreement with Sac.
52390:Prof. & Special Svcs - County	249,600	208,000	163,006	44,994	Lower than expected County professional service costs to date.
52400:Prof. & Special Svcs - IT	135,200	112,667	4,557	108,110	IT costs not yet billed or realized
52440:Rents and Leases - Equipment	100	83	-	83	
52450:Rents and Leases - Buildings & Improvements	100	83	-	83	
52460:Small Tools & Instruments	1,000	833	727	106	
52480:PC Acquisition	12,500	12,500	-	12,500	Costs associated with server upgrades and one new workstation. Costs not realized or billed yet.
52510:Commissioner's Fees	6,000	5,000	4,900	100	
52540:Signing & Safety Material	10,000	8,333	86	8,248	Costs for new facility signage not yet realized or billed.
52560:Small Equipment	100	83	-	83	
52570:Advertising	20,000	16,667	19,045	(2,378)	Includes annual purchase of "premium items" for give aways and public outreach events
52580:Special Department Expense	10,000	8,333	7,333	1,000	Costs for office furniture for new staff not yet realized.
52785:Training / Education	10,000	7,500	1,338	6,162	Costs for staff training not yet realized or billed.
52790:Transportation and Travel	48,000	40,000	34,801	5,199	
52800:Utilities	250,000	208,333	95,297	113,036	Annual leachate disposal and new sewer discharge fees not realized yet.
52810:Operating Materials	1,000	833	-	833	
53050:Debt Issuance Costs	999,464	999,464	999,464	-	One time costs at realized when bonds were issued in September 2022. No additional costs expected this FY.
53060:Bond Interest	3,488,615	-	-	-	First bond payment due June 2023
53110:Interest	-	-	-	-	Associated with overdraw on bond proceeds.
53190:Taxes and Assessments	549,512	412,134	442,445	(30,311)	Includes \$22,583 and \$59,630 in annual APCD and Water Board permitting costs, respectively.
53250:Contributions to Other Agencies	269,442	269,442	265,287	4,155	Annual CFD payment lower than projected.
53390:Transfer Out A-87 Costs	84,000	70,000	36,174	33,826	Annual A-87 payment lower than projected.
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	20,800	(20,800)	Costs associated with annual audit. Final Budget included \$20k for audit under account 52360
59000:Appropriation for Contingencies	-	-	-	-	
<b>Total Expenses</b>	<b>103,193,972</b>	<b>90,047,816</b>	<b>60,525,104</b>	<b>29,522,712</b>	
<b>Net Income/(Loss)</b>	<b>(55,912,191)</b>	<b>(51,439,024)</b>	<b>(20,683,813)</b>	<b>30,755,211</b>	
<b>Additional non Income Statement Transactions:</b>					
Bond Proceeds	57,867,742	56,835,141	21,110,292	35,724,849	
Planned use of Reserves	4,195,000	3,495,833	-	3,495,833	
<b>Total with Bond Proceeds and Reserves</b>	<b>6,150,550</b>	<b>8,891,951</b>	<b>426,479</b>	<b>69,975,894</b>	

**Notes:**

- Budgeted revenues and expenses are generally prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- Additional non income Statement Transactions reflect amounts from WPWMA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 8, 2023**  
FROM: **KEN GREHM / JENNIFER SNYDER** JS  
SUBJECT: **ANNUAL MRF PROCESSING FEE ADJUSTMENT**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with FCC Environmental Services California, LLC (FCC) for operation of the Materials Recovery Facility (MRF) is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor and materials indices as published by the U.S. Bureau of Labor Statistics and changes in the California minimum wage) and the fees established in the 2022/23 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor of 1.0216 relative to the 2022/23 base year. The adjustment reflects a 2.16% year-over-year increase in the fees paid to FCC as shown below:

	<u>FY 2022/23</u>	<u>FY 2023/24</u>
MSW Processing Fee (per ton)	\$64.56 <sup>1</sup>	\$65.95
C&D and Inert Materials Processing Fee (per ton)	\$44.69 <sup>1</sup>	\$45.66
Green Waste and Food Waste Processing Fee (per ton)	\$51.34	\$52.45
Wood Waste Processing Fee (per ton)	\$39.94	\$40.80
HHW Facility Operating Fee (annual)	\$476,487.00	\$486,779.12

**FISCAL IMPACT:**

Based on the estimated quantities of materials presented in the FY 2023/24 Preliminary Budget, staff estimates FCC will be paid approximately \$595,7009 more as a result of this fee adjustment than if the processing fees had remained at the FY 2022/23 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2023/24 Preliminary Budget to account for the increase in FCC's fees to operate the MRF.

ATTACHMENT: LETTER DATED MAY 25, 2023 FROM FCC

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<sup>1</sup> The tiered rates for processing MSW and C&D materials follow the same relative percentage adjustment.



May 25, 2023

Western Placer Waste Management Authority  
Attn: Ken Grehm, Executive Director  
11476 C Avenue  
Auburn, CA 95603

**RE: MRF Annual Adjustment to Processing Fees**

Dear Ken,

Revised inflationary adjusted processing fees effective July 1, 2023, are presented below. The adjustment was derived using the following equations:

$$\text{New Fee} = \text{Operating Year 2022/2023 Fee} \times \text{COLA}$$

COLA is defined as  $0.05 + 0.3 \times (ECI_i / ECI_o) + 0.3 \times (MW_i / MW_o) + 0.35 \times (PPI_i / PPI_o)$ .

Indexes used in the COLA calculation were:

$ECI_i$  (Series ID CIU2010000000240I) = 162.1;

$ECI_o$  = 154.3;

$MW_i$  = \$15.77;

$MW_o$  = \$15.25;

$PPI_i$  (Series ID WPU00000000) = 257.171;

$PPI_o$  = 260.014;

COLA = 1.0216

**2023/2024 Processing Fees**

MSW Tonnage below 250,000 tons per year:	$\$64.56 \times 1.0216 = \$65.95/\text{ton}$
MSW Tonnage above 250,000 tons per year:	$\$59.48 \times 1.0216 = \$60.756/\text{ton}$
HHW operation per year:	$\$476,467.00 \times 1.0216 = \$486,799.12/\text{year}$
Source separated green waste:	$\$51.34 \times 1.0216 = \$52.45/\text{ton}$
Source separated wood waste:	$\$39.94 \times 1.0216 = \$40.80/\text{ton}$
Construction & Demolition:	$\$44.69 \times 1.0216 = \$45.66/\text{ton}$

Please let me know if you need any assistance regarding these adjustments.

Thank you,

A handwritten signature in blue ink, appearing to read 'Byron J. Hildenbrand', is written over a blue circular stamp.

Byron J. Hildenbrand  
Senior General Manager  
FCC Environmental Services California, LLC

CC: E. Oddo, WPWMA; D. Brazil, FCC; B. Stevens, FCC



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 8, 2023**  
FROM: **KEN GREHM / JENNIFER SNYDER** JS  
SUBJECT: **ANNUAL LANDFILL PROCESSING FEE ADJUSTMENT**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with FCC Environmental Services California, LLC (FCC) for operation of the Western Regional Sanitary Landfill (WRSL) is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor, fuel and materials indices as published by the U.S. Bureau of Labor Statistics) and the fees established in the 2022/23 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor of 1.0044 relative to the 2022/23 base year. The adjustment reflects a 0.44% year-over-year increase in the fees paid to FCC as shown below:

	<u>FY 2022/23</u>	<u>FY 2023/24</u>
Processing and Disposal Fee (per ton)	\$30.82	\$30.96
Airspace Conservation Incentive (per cy)	\$8.00	\$8.04
Airspace Conservation Disincentive (per cy)	\$11.00	\$11.05

**FISCAL IMPACT:**

Based on the estimated quantities of materials presented in the FY 2023/24 Preliminary Budget, staff estimates FCC will be paid approximately \$8,700 more as a result of this fee adjustment than if the processing fees had remained at the FY 2022/23 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2023/24 Preliminary Budget to account for the increase in FCC's fees to operate the WRSL.

ATTACHMENT: LETTER DATED MAY 25, 2023 FROM FCC



May 25, 2023

Western Placer Waste Management Authority  
Attn: Ken Grehm, Executive Director  
11476 C Avenue  
Auburn, CA 95603

**RE: WRSL Annual Inflation Adjustment**

Dear Ken,

Inflationary adjusted operating fee effective July 1, 2023 is presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2022/2023 Fee} \times \text{COLA}$$

COLA is defined as  $0.20 + 0.30 \times (ECI_i / ECI_o) + 0.40 \times (PPI_i / PPI_o) + 0.10 \times (PPIF_i / PPIF_o)$ .

Indexes used in the COLA calculation were:

$ECI_i = 162.1$ ;  $ECI_o = 154.3$ ;

$PPI_i = 258.117$ ;  $PPI_o = 254.556$ ;

$PPIF_i = 304.911$ ;  $PPIF_o = 364.665$ ;

COLA = 1.0044.

**2023/2024 WRSL Operating Fee**

New Annual Fee Base Rate:  $\$2,511,321.00 \times 1.0044 = \mathbf{\$2,522,280.42}$

New Processing Fee:  $\$30.82 \times 1.0044 = \mathbf{\$30.96}$

**Effective Density Adjustments**

Incentive = 22/23 Base Incentive of  $\$8.00 \times 1.0044 =$  New Incentive of  **$\$8.04$**

Annual Incentive Base of  $\$8.00 \times 1.0044 = \mathbf{\$8.04}$

Disincentive = 2022/2023 Base Penalty of  $(\$11.00) \times 1.0044 =$  New Penalty of  **$(\$11.05)$**

Please let me know if you need any assistance regarding these adjustments.

Thank you,

A handwritten signature in blue ink, appearing to read 'Byron J. Hildenbrand', is written over a blue circular stamp or seal.

Byron J. Hildenbrand  
Senior General Manager  
FCC Environmental Services California, LLC

CC: E. Oddo, WPWMA; D. Brazil, FCC; B. Stevens, FCC

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 8, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **MRF OPERATOR REPORT**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The following report was drafted independently by FCC Environmental Services California, LLC (FCC) and was submitted to WPWMA on April 17, 2023. The attached report is presented to your Board as it was received by WPWMA staff. As such, subjective statements in the report are those of FCC and do not necessarily represent the opinions of staff. Staff has reviewed factual statements provided by FCC and believes those statements are generally accurate based on information available to WPWMA.



MATERIALS RECOVERY FACILITY  
QUARTERLY OPERATIONS REPORT  
ENDING March 31, 2023

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC  
3033 FIDDYMENT ROAD  
ROSEVILLE, CA 95747  
(916) 234-5307

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**OPERATIONS REPORT**  
**Material Recovery Facility Operation**  
**Quarter Ending March 31, 2023**

**Executive Summary**

The MRF exceeded recovery targets, as we made improvements and repairs to the processing equipment along with increasing sort staff to support operating 5 lines. FCC has brought in contractors to supplement efforts in repairing the equipment to increase the efficiency of the MRF. As of January 16<sup>th</sup>, the temporary addendum regarding the recovery rate was lifted, requiring FCC to meet the guaranteed minimum recycling level of 22%. In February FCC welcomed new MRF Operations Manager, Justin Matsuda. Since Justin has joined our team, the MRF operations have improved significantly, allowing FCC to reach the 22% recovery target. The high volume of rain caused numerous challenges processing inbound MSW, however we made adjustments to our operations to counter these issues and were able to ensure success in meeting recovery targets.

We saw numerous challenges this quarter with the fire damaged portion of the facility getting back online. Prior to getting all five lines operational, we anticipated that we would likely experience some difficulties whether it is due to the fire specifically or from getting mechanical equipment back online after being down for over a year. We made steady progress in resolving the electrical and programming issues that were fire related throughout the quarter as issues arose. In addition to these efforts, we brought out an optimization expert from Machinex during the quarter to review system optimization and efficiency in operating the MRF & C&D facilities. We diligently addressed any mechanical issues recommended by the Machinex expert and made operational adjustments to continue to increase mechanical uptime and operational efficiency.

We have increased our focus on furthering the development of our maintenance team and program. We have hired on more maintenance manpower to help keep the facility running and continue to improve mechanical uptime. We are building out a third shift maintenance team to further ramp up our focus on maintenance of the facilities. We brought on an additional maintenance supervisor during the quarter to focus more heavily on projects. We built an ADC diverter to increase ADC production, and now are able to continually run ADC while drivers swap out bins, which is allowing us with the ability to increase our diversion of organics.

C&D did not meet the recovery target on the quarter; however, major improvements were made to the system to increase operational efficiency along with an increase in throughput. Through the quarter less material was diverted to the landfill, increasing the inbound C&D tonnage, and decreasing diversion to the landfill. We saw improvements throughout the quarter in mechanical uptime and operational efficiency along with increasing throughput of material through the system. Despite these improvements, as we increased the processing capacity of the C&D facility, we saw a lower recovery rate. Despite all of the modifications and improvements that have been made, we have come to the determination that the facility was

not designed to run at the capacity necessary to accept the level of tonnage to process all inbound material and meet recovery targets.

FCC is continuing discussions with WPWMA in negotiating diversion of a portion of the inbound C&D material. The C&D facility is rated at a capacity of 25 tons per hour, which is much lower than necessary to support the amount of inbound tonnage. The facility is aged and continues to require substantial repairs to continue operating it. FCC has increased the mechanical uptime of the facility to 90%, however despite the progress made, the facility is unable to handle all inbound volume. We have made substantial investments into refurbishing the facility, however with the issues regarding rated capacity, we cannot meet the recovery targets with the amount of material that we are continuing to accept and process.

FCC has produced a finished compost product and has been selling compost throughout the quarter to commercial customers. During the first quarter 4,283 tons of finished compost has been sold. FCC is anticipating a large sales increase during the second quarter of 2023 and have increased production. We have received feedback from our commercial buyers that this is the best compost product that they have purchased as they have been impressed with the quality of compost that we have been able to produce.

The first quarter of 2023 brought in increased sales tonnage and revenue for FCC. Improved operations have allowed FCC to increase production rates while also improving quality of the final product. We are continuously expanding our customer base for both baled products and compost. Compost sales are continuing to increase month by month due to the planting season for farms in the local area. Baled products are also expected to increase in sales this upcoming quarter.

There were 15 special occurrences throughout the quarter. Of note, there was a road rage incident involving one of FCC's contractors and a member of the public, where a handgun was present. Police were quick to respond, and no injuries were reported.

There was only one Area of Concern issued by the LEA during routine monthly inspections during the quarter, which was due to the odor coming from the south pond. FCC has been continuing to clean the area of concern to help mitigate any potential odor issues.

During the quarter, we have invested in additional safety measures and signage throughout the facility to increase the safety of the site. FCC hired a contractor to stripe the roadways with additional stop locations and clearer traffic delineation. We added a painted employee walkway for any personnel walking from the employee parking lot to C&D, Compost, and the Maintenance Shop to potential safety issues. This has allowed for more clarity for employees walking between areas and has made for an overall safer environment. Our leadership team at FCC is invested in safety as its highest priority. We are continually making improvements to cultivate a safety culture.

### **Processed Tonnage & Recovery Level**

FCC processed 108,894.94 tons through the Materials Recovery Facility (MRF) during the quarter. Of these 53,084.60 tons were municipal solid waste, 13,761.68 tons were source separated green waste, 2,065.34 tons were source separated wood waste, 616.43 tons were source separated food waste, 2,322.53 tons were source separated soil, and 20,789.13 tons of Construction & Demolition (C&D) waste which includes inert tonnage.

Creditable recovery for the Materials Recovery Facility was 22.08% or 0.08% above the guaranteed minimum recycling level of 22%.

Creditable recovery for Construction & Demolition was 33.19% or 16.81% below the guaranteed minimum recycling level of 50% for the quarter. The C&D facility has made substantial improvements to the facility allowing for less diversion to the landfill. However, despite our efforts in achieving substantial gains in increasing facility throughput and operational efficiency, this ultimately has led to a decrease in the ability to meet recovery targets. We are continuing to strategize ways to improve recovery, adjusting operations, and investing resources into the facility to better meet contractual requirements.

### **Staffing**

Staffing for the period averaged 207 full time equivalent employees. The permanent, full-time staff averages, and the contract service employees averaged:

<b>Description</b>	<b>Head Count</b>
Total Full Time Equivalent (FTE)	207
FTE FCC	84
FTE Contract	123
<b>Department</b>	<b>Percentage of Head Count</b>
Tipping Floor	4.83%
Sort Line	27.05%
Finished Product	1.45%
Buy back Center	2.90%
Composting	5.31%
C&D	18.84%
Haz-Mat	1.93%
Maintenance	14.49%
Clean Up	8.21%
House & Yard	3.86%
Administration	4.83%
Transportation	4.35%
Public Receiving	1.93%



## **Training**

Training for the period consisted of 9 trainings for employees. The details of the trainings are below:

<b>Name of Training</b>	<b>Number of Employees</b>
New Hire Orientation	19
Rules to Live By – Post Collections	65
Forklift Certification	15
Emergency Action Plan	46
Incident Reporting	65
Fire Prevention	59
Hand Power Tool Safety	59
Conveyor Safety	59
General Housekeeping	59
Bloodborne Pathogens	46
First-aid/CPR	12
Handling Hydraulic Spills	46
Obeying Traffic Signals	17
Loader Operation	12

## **Subcontractors**

FCC utilized five subcontractors throughout the quarter. Their information and services provided are below:

<b>Name of Company</b>	<b>DIR Number</b>	<b>Services Provided</b>
Titus MRF Services	0089549	C&D & MRF repairs
Cal Sierra Fence	1000036683	Installed gate at south entrance
Ancon Marine	1000620944	Cleaning out southern pond
Collins Electric	1000000184	Installation of emergency lighting in MRF
J&S Asphalt	1000006881	Striping throughout facility

## **Special Occurrences**

A brief summary of the special occurrences that occurred during the quarter are summarized below; a detailed description of each occurrence can be found in WPWMA's Special Occurrence Log.

- 1/2/2023: Fire at C&D, no injuries
- 1/8/2023: Tree blown down at HHW, minor damage to fence
- 1/10/2023: Fire alarm in MRF, no injuries
- 1/11/2023: Fire alarm in MRF, no injuries

- 1/16/2023: Fire alarm in MRF, no injuries
- 1/26/2023: Customer vehicle damaged by falling debris at green waste pile, damage to customer truck, no injuries
- 1/26/2023: Customer tarp torn at compost, damage to tarp, no injuries
- 1/27/2023: Battery fire on tip floor, no injuries
- 1/28/2023: Theft in breakroom, no injuries
- 1/31/2023: Fire alarm in MRF, no injuries
- 2/14/2023: Loader backed into City of Roseville Truck, minor damage to truck
- 3/7/2023: Fire alarm in MRF, no injuries
- 3/7/2023: Road rage incident involving handgun, no injuries
- 3/17/2023: Fire alarm in MRF, no injuries
- 3/22/2023: City of Roseville truck driver slipped and fell on the MRF tip floor, minor cut on hand

### **Placer County LEA Inspection & Reports**

The LEA on-site inspection visit on January 11, 2023, resulted in No Violations and No Areas of Concern. MRF, Compost & Public area were all inspected and reviewed.

The LEA on-site inspection on February 23, 2023, resulted in No Violations and No Areas of Concern. MRF, Compost & Public Area were all inspected and reviewed.

The LEA on-site inspection on March 21, 2023, resulted in No Violations and One Area of Concern in Compost. No Violations and No Areas of Concern were issued for the MRF

#### **14 CCR 17867(a)(2) – Odor Control**

Two distinct odors were observed at the facility. 1) At the northwest corner of the northern ponds (near the commercial scales), a strong odor was observed. 2) At the southern pond area, the area near the southern end of the pond (“forebay” area) and between the pond and compost piles. The odors are possible due to a build-up of compost sludge on the concrete between compost piles and/or the pond itself.

### **Household Hazardous Waste Program**

FCC’s household hazardous waste program has greatly improved since the beginning of the contract. All staff have all been trained in the proper handling and care of hazardous materials and are working closely with our vendors to ensure all materials are transported properly. FCC is partnering with ACTenviro to take all hazardous waste collected through the hazardous waste program.

A comprehensive report is submitted monthly to WPWMA staff that identifies types and quantities of materials, origin of persons using the facility, materials recycled, etc.

In summary:

<b>Quarterly Totals</b>	<b>Amount</b>
Customer Count	4,641
Liquid Waste Processed (gallons)	48,795
Recycled Lead Acid Batteries (lbs.)	10,656
Recycled Household Batteries (lbs.)	37,090

### **SB1383**

FCC was able to conduct its second round of sampling to meet the requirements set forth by California SB1383. Over the 10-day sampling period, our team was able to work out an efficient, but detailed process to sort through the material pulling out organic material. Each day 200-lb. samples were taken from four different materials; residue, source separated cardboard, cardboard recovered from the MRF sorting lines, and wood recovered from the MRF sorting lines. The next scheduled date for sampling is in May 2023.

A comprehensive breakdown of SB1383 measurement results was completed and compiled for the quarter and available for review.

We are working with CalRecycle on an Alternative Measure Protocol (AMP) regarding measuring Cardboard (OCC) organics diversion/contamination. CalRecycle came to the facility to understand the operational issues associated with measurement of inbound Source Separated OCC and OCC recovered in the MRF-MSW stream. CalRecycle is currently in the process of reviewing the proposed AMP.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 8, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **LANDFILL OPERATOR REPORT**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The following report was drafted independently by FCC Environmental Services California, LLC (FCC) and was submitted to WPWMA on April 17, 2023. The attached report is presented to your Board as it was received by WPWMA staff, with the exception of technical report attachments prepared by FCC's engineering consultant which have been omitted. As such, subjective statements in the report are those of FCC and do not necessarily represent the opinions of staff. Staff has reviewed factual statements provided by FCC and believes those statements are generally accurate based on information available to WPWMA.



## **1<sup>st</sup> Quarter Operations Report Western Regional Sanitary Landfill**

### **Executive Summary**

FCC Environmental Services California, LLC continued operations within the agreement between FCC and the WPWMA during the quarter. The landfill accepted 76,589 tons of waste during the quarter, a 17% decrease from the previous. FCC applied industry standard methods of compacting and burring that tonnage. For the third consecutive quarter, FCC was able to meet its density standard in the operating agreement. FCC was able to continue their procurement efforts by adding a new Komatsu 155 waste dozer, an important machine in the landfill operation. Staffing throughout the quarter was consistent with the previous, the FCC safety team continued to assist the operation during the quarter introducing a loader and dozer training course. FCC continued to receive extensive support from FCC Corporate and Operations teams, ranging from Texas to Florida; they provided greater technical analysis and expertise to get our systems up to a higher level of efficiency.

### **Accepted Tonnage & Compaction**

The Western Regional Sanitary Landfill accepted a total of 76,589 of disposed tons of waste, using a total of 96,336 cubic yards of airspace. During the 1<sup>st</sup> quarter FCC worked with WPWMA staff on the previous quarter (Q4) due to the volume of airspace consumed and accepted tonnage spilling into this quarter due to inclement weather. The 4<sup>th</sup> quarter FCC achieved a 1,415 pounds per cubic yard in compaction using a total 150,966 cubic yards of airspace and accepting 106,805 tons of waste from October 31<sup>st</sup> thru January 20<sup>th</sup>, 2023. The 1<sup>st</sup> quarter of 2023 FCC achieved a 1,328 pounds per cubic yard in compaction, both quarters meet FCC's contractual obligation of 1,100-1,200 pounds per cubic yard in the agreement with the Western Placer Waste Management Authority.

<b>23-24</b>	<b>Buried tons</b>	<b>Volume</b>	<b>Density</b>
Jan.	7,566.06	6,039	2,506
Feb.	23,542.15	47,432	993
Mar.	25,424.36	31,884	1,595
			<b>1,328</b>

FCC Environmental Services California, LLC  
3033 Fiddymnt Rd Roseville, CA 95747

### **Operation Activities**

During the quarter FCC continued filling within the Western Placer Waste Management Authority (WPWMA) provided filling sequences. The filling sequences required the placement of waste in modules 5, 14, 15, and 16. FCC continued operating within the 2022-2023 Winter Plan filling sequence provided by the WPWMA.

### **Staffing**

During the 1<sup>st</sup> quarter of the operation of the Western Regional Sanitary Landfill (WRSL) FCC employed six full time heavy equipment operators and one spotter. All six of the operators were employed by FCC Environmental Services California LLC, with the spotter being employed by Lead Point. Table below for review.

<b>Department</b>	<b>Position</b>	<b>Head Count</b>
Landfill	Operations Manager	1
Landfill	Landfill Foremen	1
Landfill	Heavy Equipment Operators	5
Lead Point	Spotter	1

### **Training**

During the quarter there were eleven different trainings conducted for the landfill staff. See table below.

<b>Department</b>	<b>Training</b>	<b>Head Count</b>	<b>Month</b>
Landfill	FCC Rules To Live By	6	January
Landfill	Hazardous Items	6	January
Landfill	Conveyer Safety	6	February
Landfill	Hand & Power Tools	6	February
Landfill	General Housekeeping	6	February
Landfill	Fire Prevention	6	February
Landfill	Emergency Action Plan	6	March
Landfill	Loader & Dozer Training	6	March
Landfill	First Aide	6	March
Landfill	Bloodborne Pathogens	6	March
Landfill	Hydraulic Spills	6	March

### **Sub-Contractors**

Integrated Avian Solutions was contracted during the quarter for bird abatement. FCC procured their service of falconry to comply with Article 5.18 “Vector Control” of the FCC Landfill Operating Agreement with WPWMA.

### **Special Occurrences**

There was one special occurrence at the landfill during the quarter. One of the landfill dozers hit the back of a Recology transfer truck while unloading the waste, resulting in one of the doors having difficulty closing. This occurrence did not cause any injury or significant damage to equipment.

### **Placer County LEA Inspections**

There were three random inspections during the quarter by the Local Enforcement Agency (LEA). During those inspections the LEA did not identify any violations or areas of concern that relate to FCC.

### **Closing**

In closing, FCC orchestrated another successful quarter at the WRS. The quarter was particularly difficult due to the inclement weather received, resulting in several leachate seeps. FCC worked closely with WPWMA staff and was able to manage the leachate seep activity during the quarter without incurring any major environmental concerns. FCC will continue seeking new methods of waste placement to ensure the density targets are continually met. The continuation of falconry services during the quarter for non-lethal bird abatement in the landfill was an additional effort to maintain landfill compliance.



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 8, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **MRF IMPROVEMENTS PROJECT UPDATE**

**RECOMMENDED ACTION:**

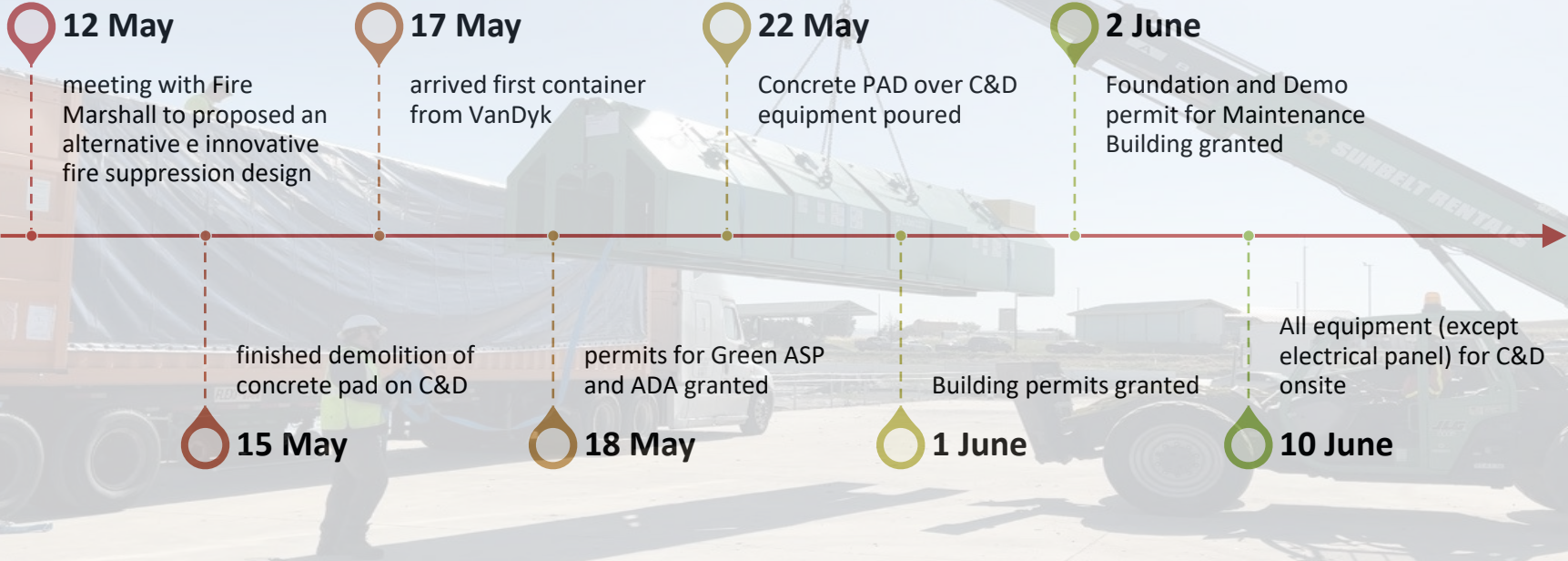
None. This report is for information purposes only.

**BACKGROUND:**

The following presentation was drafted independently by FCC Environmental Services California, LLC (FCC) and was submitted to the WPWMA on May 18, 2023. The attached presentation is presented to your Board as it was received by WPWMA staff. As such, subjective statements are those of FCC and do not necessarily represent the opinions of WPWMA staff.

# Project Update

26



# Construction Update

Removed concrete from North Pad

Earth movement to fill the Pad

Testing on site

Concrete Pad poured and cured

Began electrical works







28



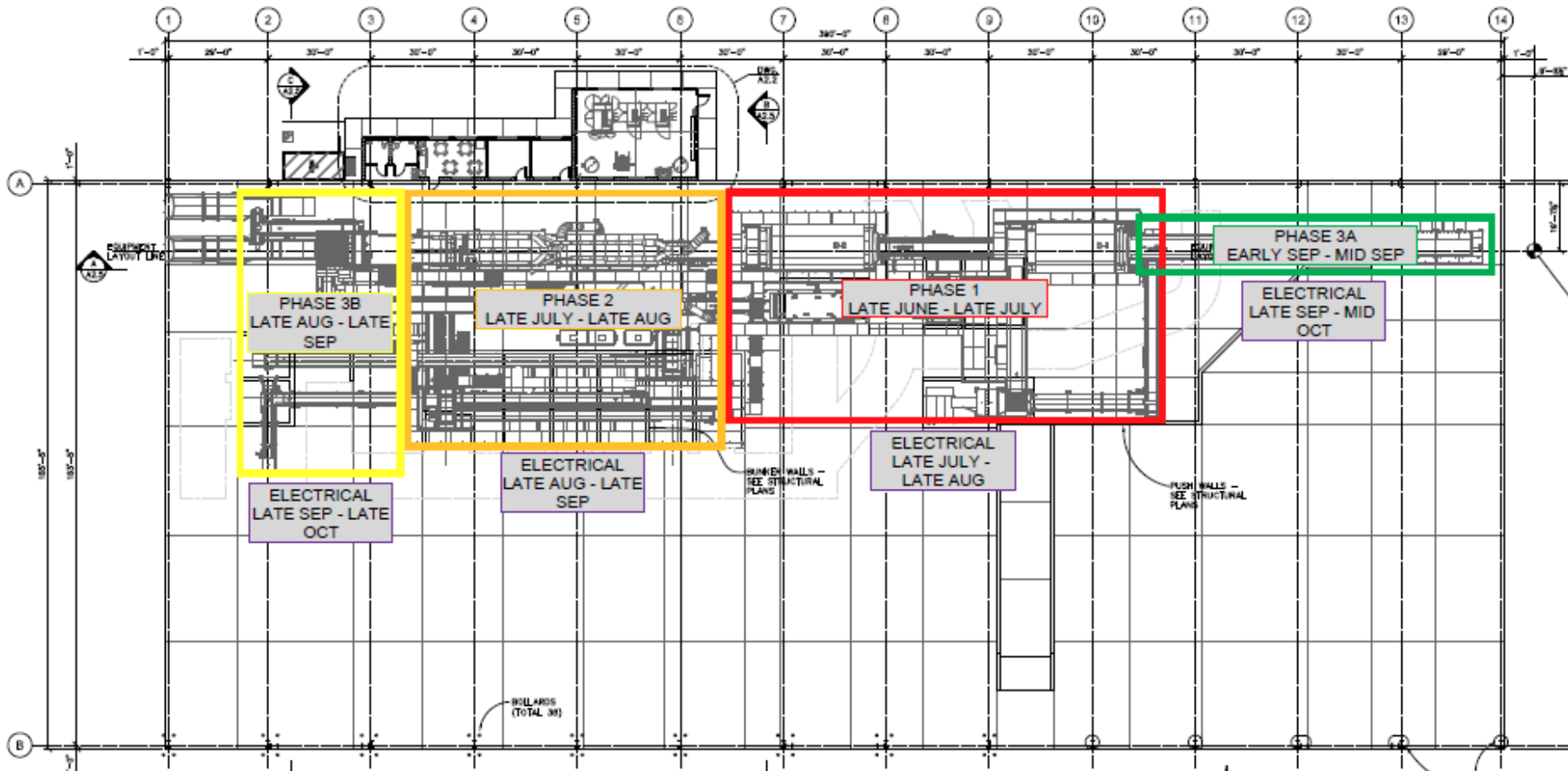
# Equipment Update

39 container shipped from The Netherlands

All the installation team is on site doing preassembly

Fenced are for the security of the equipment

Safety guard at night to look over all parts



# Phase 1 Project Timeline



C&D Facility April 2023-January 2024



	June	July	Aug	Sept	Oct	Nov	Dec
Issue NTP/GC Mob							
Building/Grading Permit							
PEMB Foundation							
Concrete Slab							
Delivery All Equip							
Equip. mech. Inst	Active	Active	Active	Active			
Canopy Installation	Active	Active	Active	Active			
Compressor/offices	Active	Active					
Equip. Elec. Inst				Active	Active		
Testing and commissioning						Active	Active

# Phase 1 Project Timeline



Green Waste Compost April 2023-January 2024



	June	July	Aug	Sept	Oct	Nov	Dec
Contractor Mob							
Order Blowers and Controls	Active	Active	Active	Active			
Mechanical	Active	Active	Active				
Electrical Utilities	Active	Active	Active				
Install Blowers/Control Panel					Active		
Green ASP Start-Up					Active	Active	

# Phase 2 Project Timeline



Maintenance Building April 2023-January 2024



	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Issue NTP/GC Mob								
Building/Grading Permit	█							
PEMB Foundation	█							
Concrete Slab		█						
PMEB order & delivery	█	█	█					
PMEB Installation			█	█	█	█	█	
Site Utilities		█	█	█	█	█	█	
Certificate of Occupancy								█



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*  
SUBJECT: **EDUCATION PROGRAM UPDATE**

DATE: **JUNE 8, 2023**

**RECOMMENDED ACTION:**

None. This item is for information purposes only.

**BACKGROUND:**

The following report summarizes the WPWMA's recent Education Program efforts (primarily elementary/ K-6) and recommended approaches for an Education Program moving forward.

In alignment with the WPWMA's recently approved 2023 – 2027 Strategic Plan which emphasized improving outreach, public education, and customer experience/service, your Board directed staff focus outreach efforts on the audience of K-12 and higher education institutions of learning. Additionally, your Board approved the suggested priority of convening partners in K-12 and higher education to develop and implement a more impactful and effective agency-specific Education Program that realizes the WPWMA's outreach goals and spurs meaningful inspiration and progress for developing a local circular economy.

**2020 – 2022 Efforts**

At the June 2020 meeting, your Board approved an agreement with EcoHero Show, LLC (EcoHero) to conduct elementary (K-6) school presentations within the WPWMA's service area to convey the WPWMA's core message that recycling is made easy by the One Big Bin system and to highlight proper disposal of items such as household hazardous waste and electronics. Your Board has since extended this contract through FY 2022/23. Since the start of its contract, EcoHero has conducted presentations and assemblies at 90 elementary schools throughout western Placer County reaching nearly 20,000 students. It's important to note that the EcoHero show is performed at schools across the state and while is not entirely specific to the WPWMA and Participating Agencies unique approaches to recycling, there are a few elements that are tailored to recycling programs in Placer County.

The WPWMA's efforts during this time (and prior) have been predominantly tailored towards the elementary grade levels with very little outreach to those in middle school, high school, or higher education – which staff believes is a missed opportunity, particularly for introducing the ideas of compatible manufacturing, fostering innovation, and the creation of a local circular economy.

**2023 Efforts and Beyond**

Staff hosted a brainstorming session with members of the Regional Recycling Group (Participating Agencies and haulers) to discuss what an ideal Education Program would

look like. The group concurred that an ideal Education Program would fit seamlessly with state and local educational standards, reach students at multiple points during their K-12 education journey, and would ideally be subsidized by the funds the WPWMA already sets aside for education. The following multi-year approach was established in this brainstorm meeting:

1. Elementary – One grade level (best fit with educational standards) will have an in-class presentation/demonstration on how recycling works and what unique items are actually recycled in Placer County.
2. Middle – One grade level (best fit with educational standards) will visit the WPWMA’s Materials Recovery Facility for a presentation and tour.
3. High – One grade level (best fit with educational standards) will participate in a mock planning/manufacturing activity that highlights the importance of a local circular economy and spurs innovative ideas to repurpose underutilized waste resources.

Staff are assembling an information gathering sub-committee to assess the reality of these approaches, funding needed, and more with all necessary partners (Including Participating Agency staff, local education experts, and other stakeholders).

Staff will be reaching out to your Board in the coming weeks to gauge individual availability and interest in participating in any of these informational meetings and engaging in developing this new K-12 Education Program.

Looking further ahead, staff aims to develop a Higher Education Program in coordination with local institutions of higher learning including those that the WPWMA has active MOUs or other agreements with (California State University, Sacramento, and William Jessup University) and in accordance with the Renewable Placer Waste Action Plan.

Until a new WPWMA-specific education program is in place, multiple Participating Agencies have indicated to staff that their jurisdictions rely upon the WPWMA’s investment in Education Programs (currently, EcoHero) for compliance with AB 939 and would prefer to continue with EcoHero until the new Education Program is in place. As such, staff are recommending your Board approve extending the agreement with EcoHero for a one-year period to continue providing this educational benefit to Participating Agencies and ensure these jurisdictions remain in regulatory compliance.

**FISCAL IMPACT:**

None; however, any future efforts will be appropriately allocated in forthcoming Budgets based upon your Board’s priorities.

**STRATEGIC PLAN/GOALS:**

GOAL 1 – Improve outreach, public education, and customer experience/service

## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of May 11, 2023

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 5:00 PM by Chairman Alvord in the WPWMA Administration Building at the Materials Recovery Facility.

### **Directors Present:**

Scott Alvord  
Shanti Landon  
Bonnie Gore  
Bill Halldin  
Dan Karleskint

### **Staff Present:**

Ken Grehm  
Eric Oddo  
Robert Sandman  
Stephanie Ulmer  
Emily Hoffman  
Heather Wilden

1. Call Meeting to Order: Chairman Alvord called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
6. Public Comment: None.
7. Announcements & Information:
  - a. Reports from Directors: Director Halldin thanked staff for providing a tour to the Leadership Rocklin group.
  - b. Report from the Executive Director: Ken Grehm provided an update on the proposed organizational changes at the WPWMA explaining that he has had meetings with the County and anticipates bringing potential organization options to the Board for consideration in July. Ken also reported that Keith Schmidt had recently resigned from the WPWMA and is now working for the City of Roseville. There were no questions from the Board.
  - c. Financial Reports: Eric Oddo provided a summary of the report. There were no questions from the Board.
  - d. Monthly Tonnage Reports: Eric Oddo provided a summary of the report and answered questions from the Board.
  - e. Circular Economy Innovation Competition Summary: Emily Hoffman provided a summary of the report and highlighted the results of the WPWMA's inaugural pitch competition in association with the Carlsen Center for Innovation and Entrepreneurship. Emily noted that AgGen was selected as the winner of the competition and is interested in conducting a pilot study at the WPWMA's facility with its winning technology for managing organic wastes. Representatives of AgGen addressed the Board noting their appreciation for the opportunity to compete and gratitude for being selected as the winning entry.

- f. MRF Improvements Project Update: Andrea Rodriguez of FCC Environmental Services California provided a brief update on the status of the facility improvements. There were no questions from the Board.
- 8. Consent Agenda:
  - a. Minutes of the Board Meeting held April 13, 2023:  
Staff recommended approving the minutes as submitted.
  - b. Third Amendment to the Lease Agreement with AMOS:  
Staff recommended the Board:
    - 1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute the Third Amendment to the Lease Agreement with the Associated Modelers of Sacramento allowing model rocketry uses consistent with National Association of Rocketry rules and regulations.
    - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15304 and 15305.
  - c. Second Amendment to the Agreement with SCS Engineers for Water Quality Monitoring Services:  
Staff recommended the Board:
    - 1. Authorize the Chair to sign the Second Amendment to the Agreement with SCS Engineers for water quality monitoring services at the Western Regional Sanitary Landfill and Materials Recovery Facility Composting Facility extending services for an additional year for a total of \$192,000, increasing the total not-to-exceed cost of the Agreement to \$419,796.
    - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15306.
  - d. Ninth Amendment to the Agreement with SCS Field Services for Landfill Gas Operation and Maintenance:  
Staff recommended the Board:
    - 1. Authorize the Chair to sign the Ninth Amendment to the Agreement with SCS Field Services for modification of landfill gas and leachate/condensate collection infrastructure associated with the lining of Module 6 for a total of \$295,684, increasing the total not-to-exceed cost of the Agreement to \$6,557,227.
    - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

e. Request for Proposals for Landfill Design and Permitting Services:

Staff recommended the Board:

1. Authorize staff to solicit proposals from qualified firms for design and permitting services required for landfill operations on the WPWMA's western property consistent with Renewable Waste Action Plan Concept 2.
2. Determine that the recommended action does not constitute a project under the California Environmental Quality Act Guidelines Section 15378(b)(5).

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE THE CONSENT AGENDA:  
Gore/Karleskint**

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

9. Action Items:

a. 2023 Legislative Update and Strategic Agenda:

Staff recommended the Board:

1. Receive an update on legislation introduced for the 2023 Legislative Session and approve the 2023 Legislative Strategic Agenda prepared by Shaw, Yoder, Antwih, Schmelzer & Lange.
2. Determine that the recommended action does not constitute a project under the California Environmental Quality Act Guidelines Section 15378(b)(5).

Stephanie Ulmer summarized the report and noted that staff, in coordination with Shaw Yoder Antwih Schmelzer & Lange, hosted a tour of WPWMA's facility for CalRecycle and Legislative staff. Stephanie also noted that staff are working to schedule a tour with CalRecycle's Director. Stephanie and Eric Oddo answered questions from the Board.

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE ITEM 9a:  
Gore/Landon**

**ROLL CALL VOTE:**

Halldin:	YES	Karleskint:	YES
Gore:	YES	Landon:	YES
Alvord:	YES		

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

**b. Module 6 Liner Installation:**

Staff recommended the Board:

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel and upon expiration of the bid protest period, to execute Construction Project 1894 Module 6 Liner Installation in the amount of \$8,095,608 with Anderson Dragline, Inc. of Gridley, CA and approve any required change orders in an amount not to exceed \$210,000 consistent with Section 20142 of the Public Contract Code for a total contract amount of \$8,305,608.
2. Approve a FY 2022/2023 Budget Amendment (AM\_00815) for CC12009 to cancel reserves and increase the spending authority in account 54480 Land Improvements in the amount of \$8,500,000 in FY 2022/23 rather than FY 2023/24.
3. Determine the proposed actions are consistent with both the EIR for the Western Regional Sanitary Landfill, including final cover projects, that was certified by your Board in August of 1996 and the supplemental EIR addressing impacts of landfill height that was certified by your Board in August 2000.

Eric Oddo provided a summary of the report. There were no questions from the Board.

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE ITEM 9b:**

**Karleskint/Gore**

**ROLL CALL VOTE:**

Halldin:	YES	Karleskint:	YES
Gore:	YES	Landon:	YES
Alvord:	YES		

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

**c. Fiscal Year 2023/24 Preliminary Budgets:**

Staff recommended the Board:

1. Approve the Fiscal Year 2023/24 Preliminary Budgets for the Operating Fund, Closure/Postclosure Fund, Self-Insurance Fund and Odor Management Fund as presented in Exhibits A, B and C.
2. Determine that the recommended action does not constitute a project under the California Environmental Quality Act Guidelines Section 15378(b)(5).

Eric Oddo provided an overview of the Preliminary Budget and answered questions from the Board. The directors discussed the merits of adjusting the previously approved July 2023 tip fee adjustment. The Board directed staff to return to the Board in advance of the next scheduled tip fee adjustment to allow for Board discussion and direction regarding its implementation.

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE ITEM 9c:  
Landon/Gore**

**ROLL CALL VOTE:**

Halldin:	YES	Karleskint:	YES
Gore:	YES	Landon:	YES
Alvord:	YES		

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

d. Proposed Regional Public Safety Training Center – Limited Right of Entry Agreement:

Staff recommended the Board:

1. Authorize the Executive Director, upon review and approval by WPWMA Counsel, to execute a Limited Right of Entry agreement with Sierra College related to site evaluation activities for a proposed Regional Public Safety Training Center.
2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15306.

Ken Grehm provided a summary of the report and answered questions from the Board.

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE ITEM 9d:  
Gore/Halldin**

**ROLL CALL VOTE:**

Halldin:	YES	Karleskint:	YES
Gore:	YES	Landon:	YES
Alvord:	YES		


**Vote: 5 In Favor, 0 Opposed – Motion Passed**

10. Upcoming Agenda Items:

The Board directed staff to return at a future meeting with items related to: 1) a policy related to materials sent to the landfill without first being processed at the MRF, and 2) Board voting options including weighted voting methods.

11. Adjournment: Meeting was adjourned at 5:51 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board  
Western Placer Waste Management Authority

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 8, 2023**  
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*  
SUBJECT: **SECOND AMENDMENT TO THE AGREEMENT WITH ECOHERO  
SHOW FOR SCHOOL OUTREACH SERVICES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the Second Amendment with The EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$25,000, increasing the total not-to-exceed amount of the Agreement to \$141,000.
2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.

**BACKGROUND:**

At the June 2020 meeting, your Board approved an agreement with EcoHero to conduct school presentations within the WPWMA's service area to convey the WPWMA's core message that recycling is made easy by the One Big Bin system and highlight proper disposal of items such as household hazardous waste and electronics. At the July 2022 meeting, your Board approved an amendment extending the agreement for an additional year. Since the start of its contract, EcoHero has conducted presentations at 90 schools throughout western Placer County reaching nearly 20,000 students.

Starting in the fall of 2022, EcoHero's presentations have included information on organic waste related to SB 1383. WPWMA and Member Agency staff have attended the performances and have noted that these messages are not tailored specific enough in relation to the unique path the WPWMA and Participating Agencies have chosen to comply with SB 1383. In consultation with Member Agency staff and the Regional Recycling Group, staff recommend the WPWMA extend the agreement with EcoHero for one final year to ensure continued AB 939 compliance for the Participating Agencies and allow time for the WPWMA to develop a more comprehensive and regionally-specific education program.

**ENVIRONMENTAL CLEARANCE:**

Development and implementation of a public education program is categorically exempt under CEQA Guidelines, Article 19, Section 15322, "Education or Training Programs Involving No Physical Changes."

**FISCAL IMPACT:**

The cost of providing the proposed services is \$25,000. Sufficient funding for the Second Amendment is included in the FY 2023/24 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

- GOAL 1 – Improve outreach, public education, and customer experience/service
- GOAL 5 – Maintain fiscally responsible systems

ATTACHMENT: SECOND AMENDMENT

**ADMINISTRATING AGENCY:** Western Placer Waste Management Authority

**AGREEMENT NO.:** 102966

**DESCRIPTION:** Second Amendment to the School Education and Outreach Agreement

This Second Amendment is made to be effective as of, from and after the day of \_\_\_\_\_ 2023, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **The EcoHero Show, LLC** (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "School Education and Outreach Services Agreement" as of August 18, 2020 which was previously amended by the First Amendment as of July 14, 2022 (hereinafter referred to as the "Agreement").
2. Consultant provides in-person and virtual assemblies tailored to the WPWMA's programs and services to elementary schools throughout the WPWMA's service area. The WPWMA and Consultant have received positive feedback from educators that the assemblies are informative and engaging.
3. In recognition of the importance of these services in educating residents in the WPWMA's service area, helping to meet the Member Agencies' outreach and education obligations associated with Ab 939 and SB 1383, and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Twenty-Five Thousand Dollars (\$25,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to One Hundred Forty-One Thousand Dollars (\$141,000).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Hundred Forty-One Thousand Dollars (\$141,000) without the prior written approval of the WPWMA.”
2. The first two (2) paragraphs of Exhibit A, Scope of Services, shall be amended to read as follows:

“In accordance with this Agreement, Consultant shall complete the following Scope of Services during the 2023/24 school year (August 1, 2023 through June 30, 2024).

The WPWMA provides outreach to elementary school students in each Participating Agency jurisdiction (Placer County, cities of Auburn, Colfax, Lincoln, Rocklin, Roseville, and Town of Loomis) as part of its public education program. The outreach is intended to increase the students' awareness of how recycling occurs in western

Placer County via the Materials Recovery Facility (MRF) and other solid waste issues such as waste prevention, reduction, reuse, and recycling, and items that do not belong in the waste stream. Consultant shall conduct a minimum of fifteen (15) school assemblies during the 2023/24 school year.

Consultant shall conduct a combination of in-person and virtual assemblies; Consultant shall prioritize in-person assemblies and strive to conduct as many in-person assemblies as possible and shall conduct virtual presentations as remaining budget supports. Consultant shall minimize the number of virtual individual classroom presentations to the extent possible.”

3. The *Deliverables and Schedule* section of Task 3 of Exhibit A, Scope of Services, shall be amended to read as follows:

Deliverables	Due
Thirty (15) Assemblies Conducted in School Year 23/24	June 30, 2024
Final Report for School Year 22/23	Thirty (30) days after final 23/24 assembly.

4. Exhibits B and B-1 shall be deleted and Exhibits B.1 and B-1.1 attached hereto are substituted therefore.

Except as expressly provided in this Second Amendment, the Agreement shall remain unchanged and in full force and effect. After this Second Amendment is duly executed and delivered by WPWMA and Consultant, this Second Amendment shall be and constitute an integral part of the Agreement.

WPWMA: Western Placer Waste Management Authority  
 Emily Hoffman, Public Information Assistant  
 3013 Fiddymment Road  
 Roseville, CA 95747  
 Phone: (916) 543-3989

CONSULTANT: EcoHero Show, LLC  
 Brett Edwards, President  
 2012 W. Alluvial  
 Fresno, CA 93711  
 Phone: (888) 482-3885

REMIT TO: EcoHero Show, LLC  
 Brett Edwards, President  
 2012 W. Alluvial  
 Fresno, CA 93711  
 Phone: (888) 482-3885

WPWMA or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: \_\_\_\_\_

Chair

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

ECOHERO SHOW, LLC CONSULTANT

By: \_\_\_\_\_

Brett Edwards, President

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

Approved as to Form:

By: \_\_\_\_\_

WPWMA Counsel

## EXHIBIT B.1

### PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.1 and subject to the task budgets listed in Table 1.1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed One Hundred Forty-One Thousand Dollars (\$141,000).

**Table 1.1 – Task Budgets**

Task	Description	Original Budget	First Amendment	Second Amendment	Total
1	Presentation Development	\$1,500	---	---	\$1,500
2	Media Development and Production	\$15,000	---	---	\$15,000
3	School Assemblies	\$49,500	\$50,000	\$25,000	\$124,500
TOTAL CONTRACT AMOUNT		\$66,000	\$50,000	\$25,000	\$141,000

## EXHIBIT B-1.1

### RATE SCHEDULE

Staff/Expense	Rate
In-Person Assembly	\$1,560
Additional In-Person Assembly	No Charge
Virtual Assembly	\$1,200
Virtual Classroom Presentation	\$450

\*Assembly presentation rate includes all cost of coordination, scheduling, transportation, mobilization, demobilization, staffing (including acting talent) and any other associated costs and Consultant shall not invoice separately for any of these items.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 8, 2023**  
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*  
SUBJECT: **THIRD AMENDMENT TO THE AGREEMENT WITH MAGMA CREATIVE  
FOR CREATIVE SERVICES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the Third Amendment with Magma Creative, Inc. to provide creative services for the WPWMA's Outreach Program for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$502,300.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15322.

**BACKGROUND:**

In June 2020, your Board approved an agreement with Magma to conduct Public Information Officer (PIO) related services and provide continued public engagement related to the WPWMA's Waste Action Plan. In June 2021, your Board approved the First Amendment to the Magma Agreement to continue providing these important public outreach services.

In July 2022, your Board approved the Second Amendment to the Magma Agreement shifting additional regional outreach efforts from another contractor to Magma. Additionally, the Second Amendment provided flexibility to internalize portions of the duties previously performed by the WPWMA's outreach consultants to the new WPWMA's Public Information Assistant.

JSR Strategies has been a sub-contractor of Magma since the original agreement in 2020 and their efforts have centered around media buys, website development and management, social media, and copywriting. Staff are proposing separating the contracts for these contractors as they provide different services to the WPWMA for programmatic and budgeting clarity as well. In an effort to reduce costs, the total amounts for both Magma and JSR Strategies contracts combined have been reduced 50% from \$250,000 to \$125,000.

Staff worked with Magma to negotiate the attached Amendment which extends the term for an additional year and narrows continued support to creative services including motion graphics and animation, professional video production and editing, and other related services for both the WPWMA and Placer Recycles brands.

**ENVIRONMENTAL CLEARANCE:**

Development and implementation of a public education program is categorically exempt under CEQA Guidelines, Article 19, Section 15322, "Education or Training Programs Involving No Physical Changes."

**FISCAL IMPACT:**

The cost of providing the proposed services is \$75,000. Funding for the Third Amendment is included in the FY 2023/24 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

GOAL 1 – Improve outreach, public education, and customer experience/service

GOAL 5 – Maintain fiscally responsible systems

ATTACHMENT: THIRD AMENDMENT



**ADMINISTRATING AGENCY:** Western Placer Waste Management Authority

**AGREEMENT NO.:** 102961

**DESCRIPTION:** Third Amendment to the Public Information Officer Services Agreement for Creative Services

This Third Amendment is made to be effective as of, from and after the day of \_\_\_\_\_ 2023, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **Magma Creative, Inc.**, an S-Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "Public Information Officer Services Agreement" as of August 18, 2020 which was previously amended by the First Amendment as of June 17, 2021 and the Second Amendment as of July 14, 2022 (hereinafter referred to as the "Agreement").
2. Consultant provides public engagement services including activities in support of the WPWMA's Renewable Placer Waste Action Plan.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Seventy-Five Thousand Dollars (\$75,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to Five Hundred and Two Thousand Three Hundred Dollars (\$502,300).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Third Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:  
"The total amount payable for all services provided under this Agreement shall not exceed Five Hundred and Two Thousand Three Hundred Dollars (\$502,300) without the prior written approval of the WPWMA."
2. Task A of Exhibit A, Scope of Services, shall be amended and read in its entirety as follows.

#### **"WPWMA Brand and Design Support**

Consultant shall prepare all aspects of the following as requested by WPWMA:

- Build upon recent refinements and continue to establish consistency within the WPWMA's brands including WPWMA, Placer Recycles, and Renewable Placer.

- Utilize up to 10 hours of research time to understand all aspects of the WPWMA brands so that recommendations can be made to the WPWMA leadership.
- Establish a Renewable Placer mark/stamp for recognition of the element as a unique element of the WPWMA brand.
- Design support (including graphic design) for the WPWMA as requested.”

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Kickoff meeting	Schedule within one (1) month after Amendment approval	In-person
Draft written deliverables as agreed upon by Consultant and WPWMA	Within timeframe as agreed upon by Consultant and WPWMA	Word
Remaining elements	Per WPWMA-approved timeline	TBD

3. Exhibit A, Scope of Services, shall be amended to add the following new Task D which shall read in its entirety as follows:

**“TASK D – VIDEO PRODUCTION SERVICES**

Consultant shall work with the WPWMA to identify potential topics for videos or motion graphics highlighting various facility or program elements. Consultant shall develop storyboards and work with the WPWMA to develop necessary scripts or copy for videos.

Consultant shall work with the WPWMA to schedule filming and audio recording. Consultant shall edit the videos to be ready to post on all necessary/recommended platforms including different social media channels.

Potential video topics may include the following elements:

- MRF explanations
- “Chasing arrows”/what recycling symbols mean
- Site Wide Odor Plan & odor-related efforts
- Landfill gas extraction & utilization
- Placer Recycles explanations
- WPWMA’s Circular Economy efforts

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Video kickoff meeting	Within two (2) weeks after WPWMA request	In-person or virtual
Video draft	Within one (1) month after video kickoff meeting	Link to file
Remaining elements	Per WPWMA-approved timeline	TBD

4. Exhibit B shall be deleted and Exhibit B.1 attached hereto and substituted therefore.

Except as expressly provided in this Third Amendment, the Agreement shall remain unchanged and in full force and effect. After this Third Amendment is duly executed and delivered by WPWMA and Consultant, this Third Amendment shall be and constitute an integral part of the Agreement.

WPWMA: Western Placer Waste Management Authority  
Emily Hoffman, Public Information Assistant  
3013 Fiddymment Road  
Roseville, CA 95747  
Phone: (916) 543-3989

CONSULTANT: Magma Creative, Inc.  
Chris Guzman, CEO & Core Creator  
530 Oak Street  
Roseville, CA 95747  
Phone: (916) 780-1181

REMIT TO: Magma Creative, Inc.  
Susan Guzman, Chief Officer of People and Money  
530 Oak Street  
Roseville, CA 95747  
Phone: (916) 780-1181

WPWMA or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: \_\_\_\_\_  
Chair, Western Placer Waste Management Authority

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

MAGMA CREATIVE, INC., CONSULTANT

By: \_\_\_\_\_  
Chris Guzman, CEO & Core Creator

By: \_\_\_\_\_  
Susan Guzman, Chief Officer of People and Money

Approved as to Form:

By: \_\_\_\_\_  
WPWMA Counsel

## EXHIBIT B.1

### PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1.1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Seventy-Five Thousand and no/100 Dollars (\$75,000.00).

**Table 1.1 – Task Budgets**

Task	Description	Original Budget	First Amendment	Second Amendment	Third Amendment	Total
1	Public Engagement Strategy	\$9,975	---	---	---	\$9,975
2	Public Information Officer Services	\$12,500	\$32,000	---	---	\$44,500
3	Renewable Placer Waste Action Plan Support	\$20,325	\$32,000	---	---	\$52,325
4	Social Media Video Production	\$21,250	\$25,000	---	---	\$46,250
5	Meetings and Reporting	\$8,750	\$15,000	---	---	\$23,750
6	Additional Services	\$10,000	---	---	---	\$10,000
7	Paid Digital Media Management	---	\$15,500	---	---	\$15,500
A	Design Services	---	---	\$117,700	\$20,000	\$137,700
B	Website Services	---	---	\$47,800	---	\$47,800
C	Oil & Filter Program Management	---	---	\$59,500	---	\$59,500
D	Video Production Services	---	---	---	\$55,000	\$55,000
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$82,800</b>	<b>\$119,500</b>	<b>\$225,000</b>	<b>\$75,000</b>	<b>\$502,300</b>

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 8, 2023**  
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*  
SUBJECT: **SOLE SOURCE AGREEMENT WITH JSR STRATEGIES FOR WEB SERVICES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to execute a sole source Agreement with JSR Strategies to provide website development and management services for an amount not to exceed \$50,000.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

JSR Strategies (JSR) has been a subcontractor of Magma Creative, Inc. (Magma) since an agreement was approved by your Board in June 2020 with them and JSR was vetted under the original RFP process. JSR's efforts have centered around media buys, website development and management, social media, and copywriting. With a new Public Information Assistant, staff is able to internalize portions of these duties and proposes separating the efforts of JSR and Magma into two separate contracts for programmatic and budgeting clarity, as the firms now provide different services.

Staff worked with JSR to negotiate the attached agreement which specifies and narrows the scope of services to continued website support including development of new features, search engine optimization, and hosting and management services for the WPWMA's websites.

As JSR has been providing these services as a sub-contractor to Magma since Magma's original agreement was approved and both developed and currently host the WPWMA's website, staff recommend continuing these vital services with no interruption via the proposed, sole-source agreement with JSR.

**ENVIRONMENTAL CLEARANCE:**

Development and implementation of a public education program is categorically exempt under CEQA Guidelines, Article 19, Section 15322, "Education or Training Programs Involving No Physical Changes."

**FISCAL IMPACT:**

The cost of providing the proposed services is \$50,000. Funding for the Agreement is included in the FY 2023/24 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

- GOAL 1 – Improve outreach, public education, and customer experience/service  
GOAL 5 – Maintain fiscally responsible systems

ATTACHMENT: JSR SCOPE OF SERVICES

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall be responsible for the planning, preparation and execution of all items outlined in this Scope of Services to meet the WPWMA's goals of:

- Improving outreach, public education, and customer experience/service.
- Engaging with digital tools in regularly updated & consumer-friendly ways.
- Reinforcing the importance of the WPWMA's facility in enabling the Participating Agencies to comply with state regulations while providing a long-term, stable, and secure method for managing solid wastes.
- Deepen the WPWMA's efforts in developing a local circular economy and responsible investment in innovation through strategic partnerships.

Additionally, the WPWMA seeks to continue engaging the public and other key stakeholders throughout implementation the Renewable Placer Waste Action Plan by maintaining its recognizable project brand and online presence for providing information and soliciting feedback to and from stakeholders in a clear and consistent manner.

Deliverable dates identified in this Scope of Services may only be amended with WPWMA approval. All Deliverable days refer to calendar days. Said Scope of Services may be amended only with the prior written approval of the Consultant and the WPWMA Executive Director however, in no event shall such amendment create any additional liability to the WPWMA.

#### TASK 1: WEBSITE ADMINISTRATION & SUPPORT

Consultant shall host, monitor, and maintain all aspects of the WPWMA's websites (WPWMA.ca.gov & PlacerRecycles.com) including installing necessary updates and ensuring any and all redirect links work accurately.

Consultant shall be available for up to two (2) half-hour (30-minute) phone meetings monthly.

Consultant shall prepare and submit a monthly report detailing efforts conducted and reach during the prior month, including all relevant data points. Consultant shall prepare and submit a final Program Year-End report, including a summary of the monthly reports and evaluation of unique digital/web elements, as well as the relative effectiveness of each. Consultant shall include a recommendation for continuation or elimination of each type of engagement with supporting documentation for each recommendation.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Monthly Summary Reports	Monthly with invoice	Word/email
Meeting Report	Ten (10) days after meeting	PDF
Draft Program Year-End Report	Within one (1) month of final campaign completion	Word
Final Program Year-End Report	Ten (10) days after receipt of WPWMA comments	Word, PDF

#### TASK 2: VIRTUAL TOUR WEBSITE ADMINISTRATION & SUPPORT

Consultant shall host, monitor, and maintain all aspects of the WPWMA's virtual tour website including installing necessary plugins and updates.

Consultant shall prepare and submit a monthly report detailing efforts conducted and reach during the prior month. Monthly reporting will include all relevant data points.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Monthly summary reports	Monthly with invoice	Word/email



### TASK 3: WEBSITE DEVELOPMENT

Consultant shall develop further website development, identifying and discussing suggested efforts to expand education and engagement opportunities for the WPWMA, including for the Renewable Placer Waste Action Plan.

Consultant shall be available for up to two (2) half-hour (30-minute) phone meetings monthly or one (1) hour-long in-person meeting monthly.

Consultant shall prepare and submit a monthly report detailing efforts during the prior month. Consultant shall prepare and submit a final Program Year-End report, including a summary of the monthly reports and evaluation of each digital element, as well as the relative effectiveness of each. Consultant shall include a recommendation for continuation or elimination of each type of engagement with supporting documentation for each recommendation.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Kickoff meeting	Within two (2) weeks of agreement approval	In-person or virtual
Website brief, sitemap, and/or timeline	Within two (2) months after kickoff meeting	Word, PDF
Monthly Summary Reports	Monthly with invoice (if applicable)	Word, PDF
Meeting Report	Ten (10) days after meeting	PDF
Draft Program Year-End Report	Within one (1) month of final campaign completion	Word
Final Program Year-End Report	Ten (10) days after receipt of WPWMA comments	Word, PDF

### TASK 4: SEO SERVICES

Consultant shall develop a robust SEO strategy to increase the WPWMA's reach and maximize digital effectiveness. As applicable, this plan should include best practices for WPWMA's other digital efforts (social media, paid media, etc.).

Consultant shall prepare and submit a monthly report detailing efforts during the prior month, including all relevant data points. Consultant shall prepare and submit a final Program Year-End report, including a summary of the monthly reports and evaluation of each digital element, as well as the relative effectiveness of each. Consultant shall include a recommendation for continuation or elimination of each type of engagement with supporting documentation for each recommendation.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
SEO plan	Within one (1) month after agreement approval	Word, PDF
Monthly Summary Reports	Monthly with invoice	Word, PDF
Meeting Report	Ten (10) days after meeting	PDF
Draft Program Year-End Report	Within one (1) month of final campaign completion	Word
Final Program Year-End Report	Ten (10) days after receipt of WPWMA comments	Word, PDF

### TASK 5: ADDITIONAL SERVICES

The WPWMA may request Additional Services as needed subject to the WPWMA's approval of a written scope of services and cost proposal provided by Consultant. In no event shall any Additional Services exceed the cost allocated in Exhibit B. Consultant shall not proceed with any services under this task until authorized in writing by the WPWMA's Executive Director or designee. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all provisions of this Agreement.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

Payment to Contractor will be made by the WPWMA in accordance with the task budgets listed in Table 1 and the schedules attached hereto as Exhibit B-1.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Fifty Thousand and no/100 Dollars (\$50,000); provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Contractor's final invoice, and provided all services have been satisfactorily completed, WPWMA will release and pay any withheld retention.

**TABLE 1: NOT-TO-EXCEED TASK BUDGETS**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
1	Website Administration & Support	\$22,200
2	Virtual Tour Website Administration & Support	\$2,700
3	Website Development	\$12,000
4	SEO Services	\$5,000
5	Additional Services	\$8,100
<b>TOTAL</b>		<b>\$50,000</b>

### EXHIBIT B-1

#### RATE SCHEDULE

<b>Staff/Expense</b>	<b>Rate</b>
Principal / CEO	\$185
Account Director	\$150
Art Director	\$150
Web Developer	\$150
Project Manager	\$100
Administration/Billing	\$50

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 8, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **AGREEMENT WITH SCS FIELD SERVICES FOR LANDFILL GAS  
OPERATION AND MAINTENANCE**

**RECOMMENDED ACTION:**

1. Authorize the Chair to execute an Agreement with SCS Field Services (SCS) to provide landfill gas (LFG) operation and maintenance services at the Western Regional Sanitary Landfill (WRSL) for an amount not to exceed \$1,732,609.
2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

**BACKGROUND:**

The WPWMA has historically contracted with a firm for operation, maintenance, and reporting of the LFG and condensate and leachate collection and control systems. The scope of work is based on standard industry protocols as well as site-specific needs to maintain regulatory compliance, minimize LFG emissions and associated odors while providing stable LFG delivery to Energy 2001. To ensure that the WPWMA continues to receive high quality services, staff solicited proposals from four firms on the list of pre-qualified solid waste consulting firms; SCS was the only firm to submit a proposal; SCS has provided these services to the WPWMA for the past four years.

Based on the WPWMA's anticipated operational needs, staff and SCS negotiated with attached Scope of Services which includes ongoing operation, maintenance and monitoring of the existing LFG system, installation of seven (7) new LFG extraction wells in Modules 5 and 16, and enhanced reporting obligations and coordination with the Placer County Air Pollution Control District (APCD). Staff have included the additional reporting and APCD coordination to better ensure continued regulatory compliance and to improve proactive and timely communications with the APCD on LFG-related matters.

The proposed Agreement is structured on a time-and-materials basis to allow flexibility in coordinating with other multiple ongoing operations that can affect LFG system operations, including daily landfill operations, construction of the next landfill module, and Energy 2001's power plant. The initial term of the proposed Agreement is for the period of one year with the option for up to three (3) one-year extensions upon mutual agreement.

**ENVIRONMENTAL CLEARANCE:**

Operations, maintenance and minor alterations of the LFG system are exempt from review under California Environmental Quality Act, Section 15301: Existing Facilities. A Notice of Exemption for the construction and operation of the system was filed on May 16, 1995.

**FISCAL IMPACT:**

The cost of providing services included in the attached Scope of Services is \$1,732,609. Of this amount, \$356,755 is dedicated for the design and construction of seven (7) new LFG extraction wells to help maintain WRS�'s regulatory compliance as the amount of disposed waste continues to grow. Funding for the Agreement's services is identified in the FY 2023/24 Preliminary Budget that your Board approved in May 2023.

**STRATEGIC PLAN/GOALS:**

GOAL 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation

ATTACHMENT: SCOPE OF SERVICES

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor acknowledges receipt of the background material provided in the March 24, 2023, Request for Proposals and shall provide Operation, Monitoring, and Maintenance (OM&M), and reporting services for the Gas Collection and Control System (GCCS) and Leachate Collection and Recovery System (LCRS) at the Western Regional Sanitary Landfill (WRSL) in Lincoln, California as follows:

#### **TASK 1A & 1B GCCS OPERATION, MONITORING, & MAINTENANCE**

At all times, Contactor shall follow the GCCS Operation, Monitoring and Maintenance Manual dated October 2020, included as Exhibit E to this Agreement.

##### **1. REQUIRED MINIMUM ROUTINE GCCS OPERATION**

Contractor shall perform weekly adjustments of the LFG extraction wells and Blower Flare System (BFS) gas flow rate with the primary objective of maintaining compliance and optimizing GCCS performance. Subject to these objectives, Contractor shall also make a reasonable attempt to maximize methane gas quality and quantity to the on-site power generation facility owned and operated by Energy 2001, Inc. (Energy). Weekly adjustments as described above and performed by Contractor shall culminate in the entire LFG extraction well and BFS systems being adjusted at least once each month.

Contractor shall not be responsible for the methane content of the gas. However, Contractor shall be responsible for operating the GCCS to prevent an excessive over-pull condition that causes a significant drop in methane gas content and/or to prevent a subsurface oxidation event. If requested by the WPWMA, Contractor shall recommend operational improvements to the GCCS and assist the WPWMA in developing a scope of work and associated budget for projects based on those recommended improvements.

Contractor shall also be available to accompany the WPWMA, upon 24-hour notice, during any regulatory agency site inspections related to the GCCS.

Contractor shall immediately notify WPWMA of any other landfill, landfill gas, or leachate system defects that could possibly allow air into or methane or leachate out of any component of the systems if the Contractor is unable to immediately repair it or it is not the Contractor's responsibility to repair it. If the repair work relates to the GCCS or LCRS, Contractor shall schedule and repair the issue as soon as possible in compliance with any applicable permits or regulations and shall complete the repair within seven calendar days.

##### **2. REQUIRED MINIMUM ROUTINE GCCS MONITORING**

###### ***Weekly***

Contractor shall perform weekly GCCS monitoring and shall collect, record, and store the following data in a computer database in the format specified by the WPWMA:

- Date, time, meteorological conditions, and monitoring personnel;
- Temperature and pressure of the LFG at the inlet and outlet of each blower;
- Total LFG flow rate at inlet to BFS, outlet to the flare (small LFG Specialties flare is operated, maintained, and monitored by others) and the outlet to Energy piping;
- Flow rate, methane, and oxygen concentrations at flare inlet;
- Flare exit gas temperature;
- Air compressor belts, hoses, fluid levels, and operating status;

- Propane tank for deterioration, leaks, and remaining gas volume;
- Condensate knockout pots for leaks, liquid level, and pump operation;
- Condensate storage tank liquid level
- GCCS blowers, air lines, flame arrester, flare (including louvers), and control panels and observe for accessibility, vandalism, vibrations, bearing temperature (using handheld infrared heat measurement device) malfunctions and leaks; and
- LFG analyzer and calibration gas supply for proper operation and remaining gas volumes

In addition, Contractor shall perform the following weekly inspections outside the BFS:

- Condensate and leachate pumps, vaults, flow meters, pump stroke counters, and piping for accessibility, vandalism, malfunctions, inaccurate reporting, leaks, or overfilling.
- Record volume and stroke counts of condensate pumps and leachate sumps.

### **Monthly**

Contractor shall perform monthly monitoring of the perimeter monitoring probes. Contractor shall conduct weekly follow-up testing at any monitoring probe that exhibits a methane gas concentration at or above five percent by volume. Contractor shall continue to conduct weekly monitoring of the probe(s) until the methane level is below five percent by volume or a “non-detected” reading is obtained. Contractor shall collect, record, and store the following data in a computer database in the format specified by the WPWMA:

- Date, time, meteorological conditions, and monitoring personnel; and
- Pressure, methane, oxygen, and balance gas concentrations

Contractor shall perform monthly monitoring and adjustment of the LFG extraction wells (interior and perimeter) and shall collect, record, and store the following data in a computer database in the format specified by the WPWMA:

- Date, time, meteorological conditions, and monitoring personnel;
- System vacuum, well control valve position, and vacuum applied to the well before and after adjustment and
- Flow (before and after adjustment), temperature, and gas composition (percentage of methane, oxygen, and balance gasses; carbon monoxide if in an area where such readings are suspected to be elevated).
- For dual extraction wells, measure and record the stroke counts and ensure the pumps are stroking and discharging.

### **Quarterly**

Contractor shall perform quarterly monitoring of on-site buildings (i.e., four scalehouses, materials recovery facility offices, buyback building, construction and demolition building, maintenance shop, BFS shop, blower 1 housing, blower 2 housing, and green waste office and restrooms ) in accordance with Sections 20931 through 20933, Title 27 of the California Code of Regulations (CCR). Contractor shall map any locations where readings are equal to or in excess of 1.25 percent methane by volume in air, and Contractor shall notify appropriate WPWMA staff immediately. Contractor shall collect, record, and store the following data in a computer database in the format specified by the WPWMA:

- Testing protocols and procedures;

- Instrument calibration;
- Date, time, meteorological conditions, and monitoring personnel; and
- Methane and oxygen concentrations.

Contractor shall perform quarterly monitoring of all LFG components under positive pressure and quarterly instantaneous and integrated surface emissions monitoring of the entire landfill surface in accordance with Section 95465(a), Subchapter 10, Article 4, Subarticle 6 of the CCR, as they exist at any time during the term of the Agreement. Contractor shall stake, identify on a map and immediately report to WPWMA personnel any location with emissions in excess of the maximum emissions allowed in the regulations as they exist at any time during the term of the Agreement. Any component leaks or surface emission exceedances shall be corrected within 120 calendar days pursuant to Section 95469(c), Subchapter 10, Article 4, Subarticle 6 of the CCR, and corrective actions shall be documented pursuant to Section 95470(a)(1)(E), Subchapter 10, Article 4, Subarticle 6 of the CCR, as they exist at any time during the term of the Agreement.

Contractor shall perform quarterly calibration and testing of all building gas sensors.

### **3. REQUIRED MINIMUM ROUTINE GCCS MAINTENANCE**

Contractor shall Operate and Maintain the 90MMBTU/H Enclosed Ground Flare Station and all its outside components in accordance with the Operation & Maintenance Manual provided by manufacturer (Perennial Energy, LLC). Scheduled Maintenance performed by the contractor shall be documented in writing and by submitting a photo log of the maintenance activities via SCS eTools.

#### ***Weekly***

Contractor shall perform weekly maintenance service of GCCS, generally including the following at minimum:

- Alternate active/inactive blowers and air compressors;
- Lubricate all blowers (and motors) in accordance with the manufacturer's recommendations;
- Inspect the WPWMA flare flame arrestor(s) by measuring differential pressure across unit(s);
- Visually inspect burner heads from exterior of flare;
- Drain/purge water traps, compressed air storage tanks, monitors, and pitot tubes; and
- Maintain condensate pump flow rates to optimize GCCS performance.

Contractor shall perform weekly maintenance repairs of the GCCS utilizing spare parts from the on-site inventory.

When on-site spare parts are not available, Contractor shall perform temporary repairs following the procedures identified in Task 7 of the Agreement to re-stock the spare parts inventory. Contractor shall address and repair the following weekly or more frequently as needed to maintain sufficiently low oxygen intrusion so that the Energy plant can run without needing to re-tune any engines due to maintenance related oxygen intrusion:

- Repair or replace broken/leaking well head flexible hoses;
- Repair or replace broken/non-adjustable well heads;
- Repair or replace missing test port caps and leaking flexible connectors;
- Permanently repair Contractor's temporary repairs;

- Raise or lower well heads to a height above fill cover that provides safe access for monitoring and facilitates condensate drainage; and
- Drain condensate accumulating in LFG headers and laterals.

### ***Monthly***

Contractor shall perform monthly maintenance of the GCCS, including the following:

- Clean and maintain monitors/sensors, differential pressure gauges and data recorders;
- Inspect calibration gas bottles for remaining gas volume/pressure and replace as needed;
- Inspect air regulators, controllers, and filters, and replace as needed;
- Inspect and lubricate air compressor (including motor), add coolant as needed,
- Inspect and clean filters as needed;
- Download, maintain, and store recorded data as necessary;
- Check BFS controller set points and adjust as necessary; and
- Check alarm panel operation (e.g., flame failure, ect.) and simulate for proper operation and notification.

### ***Quarterly***

Contractor shall perform quarterly maintenance of the GCCS, including the following:

- Update and replenish spare parts inventory;
- Prepare a list of critical spare parts needed; and
- Perform general housekeeping in and around the BFS, storage shed, and office area.

### ***Semi-Annually***

Contractor shall perform semi-annual maintenance of the GCCS, including the following:

- Calibrate flow meters to manufacturer's specifications if needed or required by regulation;
- Verify accuracy of automatic calibration of gas analyzer to be in compliance with manufacturer's tolerances;
- Inspect and clean fire-eyes on flare.

### ***Annually***

Contractor shall perform annual maintenance of the GCCS, including the following:

- Inspect vessel and piping systems for corrosion;
- Clean condensate knockout pot(s) and condensate sumps;
- Clean flame arrestor if needed based on pressure differential;
- Test system alarms and fail safe mechanisms including SCADA reporting and callout system; and
- Conduct air compressor maintenance.

Contractor shall schedule and oversee the annual factory service of the Ingersoll-Rand brand Air Compressors, including replacement of the separator element, oil/air filters, belts and screw drive alignment/adjustment to be performed by the WPWMA approved manufacturer representative as a subcontractor to Contractor.

## **TASK 1C LCRS OPERATION, MONITORING, & MAINTENANCE**



## **1. REQUIRED MINIMUM ROUTINE LCRS OPERATION & MONITORING**

Contractor shall perform routine operations and monitoring of the LCRS, including but not limited to the following services as necessary to keep the system operational and compliant with applicable law, and produce the required reportable data;

- Record date, time, and monitoring personnel;
- Monitor the volume of leachate liquid removed from each of the sumps;
- Coordinating with WPWMA's water quality monitoring Contractor to determine leachate levels in each module;
- Operate the leachate pumps to ensure the limitations established by the Central Valley Regional Water Quality Control Board (CVRWQCB) are maintained, which limits are twelve inches of head maximum on the liner for Modules 1, 2, 10, 11, 12, 13, and 14, and 3 inches of head maximum for Modules 15, 16, 5 and all future modules;
- Configuring, maintaining, and recording the data from the WPWMA's leachate and condensate flow meters and pump stroke counters.

## **2. REQUIRED MINIMUM ROUTINE LCRS MAINTENANCE**

Contractor shall perform routine maintenance of the LCRS, including but not limited to the following services as necessary to keep the system operational and compliant with applicable law, and produce the required reportable data:

- Drain and purge airline water traps;
- Inspecting air regulators, controllers, and filters, and replace as needed;
- Inspecting and maintaining air compressor (lubricant, coolant, filter replacement) in accordance with manufacturer's specification;
- Cleaning and maintaining access to control panels and pumping stations;
- Inspecting, repairing, and replacing leachate pump wear components;
- Repairing the existing leachate pumps to ensure pump downtime is limited to two-week intervals, and relocating the pumps as necessary to ensure the above limits can be consistently maintained;
- Conducting semi-annual reconditioning of all leachate pumps unless routine maintenance is resulting in overall reconditioning; and
- Configuring, maintaining, recording, and reporting the data from the WPWMA's leachate and condensate flow meters and pump stroke counters every two weeks.

## **TASK 2 – GCCS & LCRS REPORTING**

Contractor shall prepare and submit all monthly and quarterly reports suitably formatted and packaged in the format specified by the WPWMA. In addition to being included in the reports, Contractor shall submit to the WPWMA all monthly LFG perimeter probe and extraction well monitoring data and all quarterly on-site buildings and landfill surface emissions monitoring data in Microsoft (MS) Excel format.

## **TASK 2A IMMEDIATE REPORT**

Contractor shall provide an immediate report to the WPWMA for the following:

- In the event that surface emission monitoring results indicate an exceedance of a limit at the second 10-day re-monitoring event, Contractor shall immediately notify the WPWMA verbally and submit a Non-Compliance Event Form within the hour that the

exceedance is detected for the WPWMA to transmit to Placer County Air Pollution Control District (PCAPCD).

- In the event that the BFS is offline in excess of 1-hour, Contractor shall immediately notify the WPWMA verbally and submit a completed Non-Compliance Event form, detailing the start and end of the downtime as well as the cause of the downtime, within the hour that the BFS is reactivated for the WPWMA to transmit to the PCAPCD.

Contractor shall complete and submit to the WPWMA, within the applicable regulatory time frames, the second part of any Non-Compliance Event Forms produced by Contractor as noted herein.

### **TASK 2B BIWEEKLY REPORT**

Contractor shall provide a bi-weekly memo to the WPWMA that includes the following:

- Current and upcoming Operation & Maintenance activities;
- GCCS status;
- Compliance status;
- Special projects status (if any); and
- Current and future issues

### **TASK 2C MONTHLY REPORT**

Contractor shall prepare a monthly operating, monitoring, maintenance, and compliance report containing the following:

- Data collected for the month;
- Trend analysis of data (well performance, LFG production, ect.);
- Meteorological conditions;
- Shutdown forms for all callouts during the month;
- A summary of all activities performed on the project during the month, including assistance with the LEA, PCAPCD, or subcontractors;
- Recommendations for maintenance repairs and/or system modifications; and
- Completed daily excavator checklist forms for WPWMA excavator observations and use.

Contractor shall include in their monthly reports data summaries in the form of detailed graphs and tables that include:

- A graphical analysis of the relationship between vacuum applied and methane collected by the field as a whole over the previous six months and twelve-month periods;
- A graphical analysis of the relationship between vacuum applied and methane collected by each individual well over the previous six-month period;
- A comparison of the total methane extracted by the GCCS in the current month to previous extraction rates over the previous six-month (tabular) and previous 12-month (graphical) periods, normalized for 50 percent methane content; and
- A tabular comparison of methane flow rates on a module-by-module basis for the current month and the percent change in flow compared to each of the previous three months, normalized for 50 percent methane content.

## **TASK 2D QUARTERLY REPORT**

Contractor shall prepare a quarterly probe and in-structure monitoring report containing the following:

- Data collected for the quarter;
- Maps showing monitoring locations and readings for the current quarter and the prior three quarters on four separate sheets;
- Trend analysis of data (well performance, LFG production, ect.);
- Meteorological conditions;
- Shutdown forms for all callouts during the quarter;
- Data collected for on-site buildings;
- Equipment calibration logs;
- Sampling procedures;
- A summary of all activities performed on the project during the quarter, including assistance or inspections with the LEA, PCAPCD, or subcontractors; and
- Recommendations for maintenance repairs and/or system modifications.

Contractor shall prepare a quarterly report of surface emissions monitoring containing the following:

- Data collected during surface emissions monitoring including a map showing monitoring locations and readings;
- Meteorological conditions during monitoring;
- Equipment calibration logs; and
- Data collected during component emissions leak testing.

## **TASK 2E SEMI ANNUAL REPORT**

Contractor shall prepare the figures, tables, and summaries pertaining to GCCS operations at the WRSL as requested by the CVRWQCB in their May 14, 2015, letter. Contractor shall review the most recent six months of GCCS data from the LFG extraction wells and LFG monitoring probes located in and adjacent to Modules 1, 2, 10, and 11 and prepare an appendix to the semi-annual groundwater quality reports (prepared by others) including the items listed below. Contractor shall submit the completed appendix (in PDF format) to the WPWMA for approval. The report shall include at a minimum:

- A table summarizing the construction details (length, depth, diameter, date of installation, perforated interval, ect.) of LFG extraction wells and LFG monitoring probes located in and adjacent to Modules 1, 2, 10, and 11. Contractor shall utilize construction documentation provided by the WPWMA to prepare this table and update the construction information should new or updated information be made available;
- One plan view map showing the location of groundwater monitoring wells, LFG monitoring probes, and LFG extraction wells in and adjacent to Modules 1, 2, 10, and 11. Contractor shall update the map to indicate the average gas extraction rates and gas quality monitored during the previous six-month reporting period for each LFG extraction well shown;
- A second plan view map showing the layout of four section views, followed by four maps showing section views of Modules 1, 2, 10, and 11, with an accurate topographic display of the top of waste (using aerial survey information provided by the WPWMA), the bottom of waste (using record drawings or surface information provided by the

WPWMA), LFG extraction well and LFG monitoring probe dimensions (based on the construction details mentioned above), and the methane concentrations (in percentages) for each monitoring point;

- A third plan view map showing the extent of methane inside and around the waste mass (based on LFG extraction well monitoring data) and in the soil gas (based on LFG monitoring probe data), using colored bands to display areas of similar gas concentrations; and
- A memorandum that includes Contractor's explanation and interpretation of the above mentioned data, as well as its professional opinion as to the LFG extraction system's effectiveness as a correction action measure, based on the available data.

## **TASK 2F ANNUAL REPORT**

Contractor shall prepare the Annual Methane Emissions Report as required by Sections 95460 – 95476 of Title 17 in the CCR. The report shall be formatted and submitted to the WPWMA using the California Air Resources Board MS Excel format.

### ***Time for Completion***

- Biweekly Memo – Thursday prior to the start of the next biweekly cycle;
- Monthly Reports – within twelve business days of conclusion of the monitoring period, submitted as a single PDF document, and with its separate source file components (MS Word, MS Excel, GIS, ect.);
- Quarterly Reports – within twelve business days of conclusion of the monitoring period, submitted as a single PDF document, and with its separate source file components (MS Word, MS Excel, GIS, ect.);
- Semi-Annual Report – within fifteen business days of conclusion of the monitoring period, submitted as a single PDF document, and with its separate source file components (MS Word, MS Excel, GIS, ect.);
- Annual Report – within twenty business days of conclusion of the monitoring period, submitted in CARB MS Excel format;
- Resubmittal of Reports – within five business days of receipt of comments from the WPWMA, Contractor shall address the comments and resubmit the report.

In the event that the Contractor fails to complete and submit to the WPWMA a satisfactory routine monthly, quarterly, or semi-annual report in accordance with the time for completion date noted above, Contractor agrees to pay the WPWMA liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each work product that is delayed when such delay is caused by Contractor. Contractor and WPWMA acknowledge that the actual value of delay is extremely difficult to determine, but the daily penalty specified above represents their best estimate of the daily cost of delay to WPWMA and shall be the exclusive penalty for delay caused by Contractor. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of the work by Contractor. Business day, for enforcement of the time for completion clause, is intended to be a regular business day of the County of Placer whose holidays are published routinely on the County of Placer website.

## **TASK 3 FLARE SOURCE TESTING**

Contractor shall perform source test on the WPWMA's LFG flare in accordance with applicable rules and regulations as indicated in PCAPCD Title V Operating Permit No. WR-001 (Title V) or in CCR Title 17 Article 9546(b)(4) and maintain records in accordance with

95470(H). For Title V source testing, Contractor shall notify and provide a source test compliance plan to the PCAPCD at least thirty days in advance of the test and shall prepare and submit a report of findings to the WPWMA and PCAPCD within sixty days of test completion. For Title 17 source testing, Contractor shall notify and provide a source test compliance plan to the WPWMA at least thirty days in advance of the test and shall prepare and submit a report of findings to the WPWMA within sixty days of completion of the work. Contractor shall conduct source testing on both Zones A & B of the flare unless otherwise directed by the WPWMA.

#### **TASK 4 EMERGENCY OR NON-ROUTINE MONITORING, MAINTENANCE, & REPORTING**

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified by the Contractor, WPWMA or other inspectors (and directed for repair by the WPWMA) that may include but is not limited to the following:

- Disconnecting, moving, realigning or re-connecting LFG collection header or lateral pipe;
- Installation and connection of piping and well heads to existing LFG collection pipe;
- Repair or replacement of non-functional metering/recording devices;
- Remediation and retesting of surface leaks in excess of 500 ppm of methane as a single point source, or 25 ppm as a grid average;
- Repair or replacement of non-functional condensate sump components, laterals, and header lines;
- Repair or replacement of non-functional extraction or monitoring well components;
- Repair of leachate sump pumps, components, and pipelines; and
- All other work maintenance, repair, or minor alteration required for proper operation of any element of the GCCS.

Contractor shall notify WPWMA of any proposed non-routine scheduled maintenance, and shall not perform any non-routine scheduled maintenance work without prior authorization from the WPWMA. If Contractor is unable to restart the GCCS within 24 hours after a non-routine repair is initiated, Contractor shall notify WPWMA personnel immediately.

Non-routine unscheduled/emergency repair and maintenance services including events that require immediate response to protect life, property, and the environment, including GCCS breakdown events. These events may include, but are not limited to, the following:

- Emergency call-out by alarm systems, by WPWMA personnel, or by Energy;
- Loss of gas flow or flare failure;
- Repair of main header lines as required to ensure full gas flow to the BFS; and
- APCD violation condition.

Contractor shall respond to emergency situations 24 hours per day, 7 days per week, and 365 days per year. Contractor shall respond to emergency situations within 2 hours of notification by alarm or by request. A response includes a site visit to diagnose the cause of the call-out, reset alarms, and restart systems if possible. Repairs needed or additional troubleshooting beyond the original diagnosis will be considered a non-routine task and Contractor shall conduct them in accordance with Contractor's rate schedule with prior approval from the WPWMA to the extent practicable. Contractor shall bill any call-outs in

accordance with the unit prices shown in Exhibit B-1 and the not-to-exceed applicable Task 5 subtask budget.

Contractor shall develop an Emergency Call-Out form with WPWMA personnel within thirty calendar days of execution of this Agreement and then complete an Emergency Call-Out Form whenever responding to a call-out as further explained below.

#### **TASK 4A RESPONSE FOR WPWMA**

If the GCCS cannot be restarted or re-established with 80 percent of Baseline flow rate (defined as the average flow rate experienced in the week prior to the start of the event) within 24 hours, Contractor shall notify the WPWMA immediately as required by the PCAPCD and within 24 hours of the event. Contractor shall complete a Breakdown Report form (form to developed by Contractor with WPWMA personnel input within 30 calendar days of execution of this Agreement) with a brief cover letter for this notification if required by regulations. Contractor shall submit a detailed report of the breakdown event and actions taken to the WPWMA within ten calendar days of the breakdown event.

#### **TASK 4B RESPONSE FOR ENERGY**

When the call-out is requested by Energy, Contractor shall provide additional documentation, including but not limited to the time the request was received and time of arrival on-site, information provided by Energy, site conditions upon arrival, repairs made, and billable hours. Contractor shall provide documentation of Energy's callouts in Contractor's monthly invoice to the WPWMA.

#### **TASK 4C RESPONSE FOR LANDFILL OPERATOR**

When callouts are required by or requested by the landfill operator (currently FCC Environmental Services, LLC, FCC), Contractor shall provide additional documentation including but not limited to the request was received and time of arrival on-site, information provided by FCC, site conditions upon arrival, repairs made, and billable hours. Contractor shall provide documentation of FCC's callouts in Contractor's monthly invoice to the WPWMA.

### **TASK 5 – ANNUAL WELLFIELD DESIGN, BID, BUILD**

#### **TASK 5A WELLFIELD DESIGN & BID**

##### **WELLFIELD DESIGN**

Contractor shall develop GCCS modification conceptual drawings based on Contractor's current O&M, repair, and compliance work at the WRSL and overall familiarity with GCCS design and operations. The WPWMA and Contractor agree that the proposed improvements shall be for wellfield only, not the BFS. Contractor shall include the following in the design for purposes of this scope and budget:

- Seven (7) 117-foot-deep LFG extraction wells consisting of 8-inch diameter HDPE well casings LFG wellheads matching the WPWMA standard;
- Header improvements including 1760 feet of 6-inch and 8-inch lateral piping and appurtenances, both above and below-ground piping and associated installation of metal staking with HDPE bushings for perimeter header piping, associated 12-inch CMP road crossings where specified, soil mounds for all sub-header and lateral piping across the WRSL with a 50-foot spacing to maintain alignment of the piping, and limit condensate blockage.

Contractor shall incorporate existing sumps, headers, and force mains where applicable within the LFG wellfield to tie in the proposed GCCS wellfield improvements. Contractor shall

include preliminary well layout and piping improvements in the conceptual drawings. Contractor shall send a PDF file of the conceptual drawings for WPWMA review and comment.

Contractor shall host one teleconference to discuss the conceptual drawings with the WPWMA. Based on this teleconference, Contractor shall incorporate the WPWMA's comments and then prepare detailed design drawings, specifications, and bid forms for the GCCS improvements. It is anticipated the construction level design drawing set shall include at least the following:

- Title sheet;
- Existing GCCS site plan;
- Well decommissioning/abandonment plan;
- Construction site plan;
- Well schedule; and
- LFG details.

At 50 percent design completion, Contractor shall submit a PDF copy of the draft drawings, specifications, and draft bid forms to the WPWMA for review and comment. The draft bid proposal form shall include a tabulation of the approximate quantities of materials from the design drawings in a form typically used for bidding GCCS construction projects of similar size, scope, schedule, and location. The bid form shall be based on scalable quantities to the extent possible so that the bid quantities can be adjusted to match the final design quantities and actual constructed quantities as the project is completed. Contractor shall meet with the WPWMA on-site to discuss the draft drawings and bid form.

Following the 50 percent design review meeting, Contractor shall incorporate the WPWMA's comments and assemble a package for issuance to bidders including the current design drawings, specifications, and bidding forms for submittal to prospective GCCS construction contractors. Contractor shall provide a PDF copy of the bid package to the WPWMA.

Contractor shall continue to advance the drawing set to 95 percent completion and host a conference call with the WPWMA to discuss any remaining comments on the 95 percent design drawings. Following the conference call, Contractor shall incorporate the WPWMA's comments and produce a final drawing package for issuance to the WPWMA. Contractor shall submit a PDF copy of the final design drawings and specifications and two half-sized drawing sets to the WPWMA upon completion.

### ***Design Assumptions***

- Contractor shall design GCCS pipelines to be above-ground and ensure adequate drainage of condensate in gas piping; and
- Contractor shall include a specification requiring that sections of pipeline added or modified shall be pressure tested using air to a minimum of 10 psi and that any deficiencies be repaired.

### ***Deliverables, Meeting, & Teleconferences***

- PDF copy of the conceptual plan for the LFG well layout and piping plan;
- One teleconference with the WPWMA to discuss the conceptual plan;
- PDF copy of the 50 percent design drawings, specifications, and bid forms;
- One site meeting with the WPWMA to discuss the 50 percent design drawings;
- PDF copy of the 95 percent design drawings, specifications, and bid forms;

- One teleconference with the WPWMA to discuss the 95 percent drawings and specifications;
- PDF copy and two half sized drawing sets of the final construction level GCCS improvements design drawings;
- MS Excel spreadsheet of the bid form and estimated quantities; and
- PDF copy of the final bid package and construction contract documents including design drawings, specifications, and bidding forms.

### WELLFIELD BID

Upon incorporating the WPWMA's comments from the 50 percent design package as indicated above, Contractor shall obtain bids from at least three contractors with at least five years of LFG drilling and HDPE pipeline construction experience. Contractor shall conduct a site walk, with the prospective contractors along with WPWMA representatives. After the site walk, Contractor shall conduct a teleconference with the bidders to answer questions. Contractor shall receive and review the submittal contractor bids and submit a summary of the bids and recommendation for selection to the WPWMA with prices based on the final design documents. Contractor shall host one teleconference to review the quotes and summary with the WPWMA. Based on the WPWMA's concurrence with the Contractor's recommendation, Contractor shall select the construction contractor and prepare final award and contract documents as required to retain the contractor.

Contractor agrees and acknowledges that the work performed by Contractor's contractors and/or subcontractors pursuant to this Agreement may be subject to payment of prevailing wage. Contractor agrees to include in its bid solicitation the following language:

"Prevailing Wages: Contractor acknowledges that the work performed is located on property owned by the Western Placer Waste Management Authority (WPWMA), a public entity. Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. Contractor agrees specifically to comply with the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. Contractor agrees to comply with the provisions of Labor Code Section 1811-1813 related to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker."

### ***Deliverables, Meeting, & Teleconferences***

- Submittal of 50 percent bid package to at least three LFG contractors;
- Site walk with prospective contractors;
- Teleconference to discuss questions;
- Submittal of final bid documents to the WPWMA and Contractor(s);
- Review of contractor bids and preparation of summary of contractor bids and final bid amounts; and
- Teleconference with the WPWMA to discuss contractor award.



## **TASK 5B WELLFIELD BUILD**

### **Pre-Construction**

Contractor shall secure contracts for the planned LFG improvements. Completion of this task assumes that the Contractor shall enter into a contract with a construction contractor. Contractor shall arrange a construction kickoff meeting at WRSL and shall review the following Construction Documents prior to beginning of the construction:

- Project staging areas for construction;
- Materials storage areas;
- Landfilling work anticipated to be underway or completed in the active areas of the WRSL and coordination with the WPWM staff and WPWMA contractors;
- Scope of work;
- Project schedule;
- Project management and environmental protocols;
- As-built documentation requirements; and
- Other pertinent issues.

After the kickoff meeting, Contractor shall prepare construction meeting minutes defining project goals, assumptions, timetables, and lines of communication. Contractor shall prepare and distribute updates to the construction timetables and lines of communication as necessary during the course of the project. Contractor shall document the project kickoff meeting and deliver the meeting minutes in PDF file to each attendee within five days of the meeting.

Prior to commencing site activities, Contractor shall walk the construction area with WPWMA personnel to identify any underground utilities and/or obstructions and adjust the GCCS layout prior to starting construction. Contractor shall survey the layout of the wells to verify the correction location and the pipeline alignment to assure the proper sloping for drainage. Contractor shall establish the coordinates (Northings and Eastings) for each well and set stakes marking the installation locations. In addition, Contractor shall establish the procedures for determining total depth and/or the abandonment of a well bore during the pre-construction meeting.

## **TASK 5C WELLFIELD CONSTRUCTION MANAGEMENT & CQA**

### **During Construction**

Contractor shall oversee the construction of the LFG wells and piping including observation of underground activities (including well drilling and construction, trenching, and belowground pipe installation) and significant construction items (e.g., tie-ins to the existing GCCS). Weekly visits to the construction site shall be coordinated with the contractor for all other construction related activities.

Contractor shall answer contractor questions and review contractor submittals. Contractor shall provide a weekly project summary electronic mail to the WPWMA summarizing completed, upcoming, and critical items.

### **Post Construction**

Contractor shall attend a final construction completion job walk with the contractor and prepare a construction completion checklist. Contractor shall work with the construction contractor to assure that the checklist is completed. Once the final checklist is completed, Contractor shall make a final review of the site to ensure the work area is left free of

construction debris. Contractor shall leave the areas disturbed during construction neat and graded to match and drain via surround contours. Upon completion of final cleanup, Contractor shall demobilize all equipment and manpower from the site.

Contractor shall prepare a Construction Quality Assurance (CQA) report summarizing the engineering and quality control observations and inspections of the GCCS improvement installation and describes the methods and procedures with respect to compliance with the design. Contractor shall prepare boring and well construction logs based on field notes and include these logs in the report as an appendix. Contractor shall also include in the CQA report copies of the contractor's field reports and Contractor's construction photograph documentation. Contractor shall utilize the contractor's construction notes, photographs, as-built survey data, and as-built drawings to provide a complete set of record drawings for the project and include these record drawings in the CQA report.

Contractor shall submit a PDF copy of the CQA report to the WPWMA for review and comments. Contractor shall incorporate the WPWMA's comments and finalize the CQA report and submit one paper and one PDF copy to the WPWMA. In addition, Contractor shall submit one full-sized paper copy and electronic copies (PDF and .dwg) of the record drawings to the WPWMA for recordkeeping.

### ***Deliverables, Meetings, & Teleconferences***

- Construction kickoff meeting and meeting minutes;
- Weekly project summaries via electronic mail;
- Final construction walk-through;
- Preparation of construction checklist;
- PDF of draft CQA report, including boring and well construction logs, photographic documentation during construction, and record drawings;
- One paper copy and one PDF copy of the final CQA report and one full-sized paper copy and one electronic (PDF and dwg.) copy of the final record drawings.

### **Construction**

Contractor shall coordinate the installation of the GCCS improvements and is ultimately responsible for the successful construction of the improvements specified in the final design documents. This scope and budget is based on the following assumptions:

- The WPWMA will provide review comments on all draft submittals within three working days of receipt from Contractor;
- Contractor assumes that a well drilling permit will not be required for construction within the landfill waste, and no other permits will be required for the proposed work;
- The LFG extraction wells must have a maximum depth of 100 feet and be installed using a minimum 36-inch bucket auger;
- Wellheads will be installed above ground and no well vaults shall be used;
- Contractor has not included costs for trenching in refuse. Should refuse trenching activities be required, trenching will be conducted in a manner consistent with the current OSHA safety requirements. In areas where no trash is encountered, excavated cover material will be piled along the trench for reuse;
- Contractor is not responsible for restoring vegetative growth in disturbed areas or seeding;

- Contractor shall load and haul clean fill soil from on-site stockpiles designated by the WPWMA. The WPWMA will provide all soil for use as backfill free of charge. WPWMA will not charge a tipping fee for the disposal of encountered refuse;
- Contractor has assumed that all LFG header piping can be installed and sloped to existing condensate collection points, and no new condensate collection features are included as part of the design or installation;
- If Contractor encounters leachate or other liquids that hinder construction activities, Contractor shall divert the liquids from the construction activities and dispose of the leachate per the Agreement; and
- Implementation of special safety procedures for hazardous landfills is noted included in this scope of work and budget.

### ***Winterization***

Contractor shall be responsible for winterization, subject to the limitations of paragraph 3 of Exhibit D of the Agreement, if required by law.

### **Liquidated Damages**

The improvements will be deemed by the WPWMA to be Substantially Complete when they are constructed per the contract documents and are operational. In the event that the improvements are not Substantially Complete within sixty calendar days from the date bids are received, Contractor shall pay all liquidated damages imposed upon Contractor subject to the limitations of paragraph 3 of Exhibit D of the Agreement. After considering the full consequences of such a breach, Contractor and WPWMA agree that a responsible damage for such a breach shall be the amount of five hundred dollars (\$500) per calendar day, and the payment of the same is payment of liquidated damages and not a penalty. It is understood by Contractor and WPWMA 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 by Contractor and WPWMA that the WPWMA may deduct the amount thereof from any money due or to become due to said Contractor.

### ***Deliverables, Meetings, & Teleconferences***

- Provide layout and as-built surveying;
- Site restoration to match existing lines and grade;
- Winterize construction if required by law; and
- Substantially complete GCCS construction by the timeframe noted above.

### **TASK 6 – SPARE PARTS/CONSUMABLES**

Contractor shall develop a Spare Parts list, including existing and “needed” spare parts, and submit the list to the WPWMA on or before March 1<sup>st</sup> of each year. The WPWMA will review the Contractor’s list and post an approved spare parts inventory list in the spare parts storage area on or before May 1<sup>st</sup> of each year. Contractor shall verify that all materials on the approved list are in inventory. If items on the approved list are not in the existing inventory, Contractor shall purchase spare parts necessary to complete the approved list. As spare parts are used from the approved inventory, Contractor shall request authorization from the WPWMA to purchase additional replacement spare parts so as to maintain a complete complement of the approved spare parts inventory list. Contractor shall ensure that, at a minimum, the spare parts inventory includes sufficient parts to complete on-site replacement

or repair of one leachate pump and air controller, two well heads, one condensate sump pump, one condensate pump stroke counter, and forty feet of flex hose suitable for connecting wellheads to lateral piping.

### **TASK 7 – AIR PERMITTING SUPPORT**

Contractor shall provide on-call air compliance assistance as requested by the WPWMA including but not limited to:

- Facilitate quarterly meetings or teleconferences with APCD and WPWMA staff to discuss air quality reports, air compliance data, and other records. Consultant shall establish the meeting dates and times and prepare an agenda for the meetings. Within one (1) week of the meeting, Consultant shall prepare and submit meeting summaries to both the WPWMA and APCD;
- Technical support for WPWMA communications with APCD staff;
- Review of WPWMA air permits (e.g., WRSL air quality permits, air quality reports, air compliance data, and other records, applicable state and local regulations), compliance data;
- Provide technical support for written communications regarding air permitting and;
- Prepare and submit to the PCAPCD and WPWMA on behalf of the WPWMA, Non-Compliance Event forms within two business hours of detecting or being notified of an applicable non-compliance event.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

Payment to Contractor will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1, below.

Contractor shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Contractor shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Contractor shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Contractor shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed **One Million Seven Hundred Thirty-Two Thousand Six Hundred Nine Dollars (\$1,732,609.00)**.

**Table 1 – Not-to-Exceed Task Budgets**

<b>Task</b>	<b>Description</b>	<b>Budget</b>
1A	LFG Operation, Monitoring, & Maintenance within the BFS	\$141,339
1B	LFG Operation, Monitoring, & Maintenance outside the BFS	\$374,985
1C	LCRS Operation, Monitoring, & Maintenance	\$354,387
2A	Immediate Reports	\$4,284
2B	Biweekly Reports	\$17,136
2C	Monthly Reports	\$39,312
2D	Quarterly Reports	14,376
2E	Semi Annual Reports	\$10,464
2F	Annual Reports	3,886
3	Flare Source Testing	\$20,685
4A	Response for WPWMA	\$130,000
4B	Response for Energy	\$5,000
4C	Response for Landfill Operator	\$130,000
5A	Wellfield Design & Bid	\$25,000
5B	Wellfield Build	\$311,755
5C	Wellfield Construction Management and CQA	\$20,000
6	Spare Parts/Consumables	\$120,000
7	Air Permitting Support	\$10,000
<b>Total</b>		<b>\$1,732,609</b>

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Contractor's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

**EXHIBIT B-1**  
**FEE SCHEDULES**

<b>Technical Field Personnel</b>	<b>Hourly Billing Rate (\$)</b>
Laborer	\$62
Fusion Technician	\$85
Technician	\$85
Equipment Operator	\$92
Systems Specialist	\$85
Foreman	\$97
Plant Operator	\$98
Senior Technician	\$95
Superintendent	\$118
Mechanic	\$118
Controls Specialist	\$165
Senior Superintendent	\$126
Laborer ( <i>Prevailing Wage</i> )	\$175
Fusion Technician/Pipe Fitter ( <i>Prevailing Wage</i> )	\$175
Equipment Operator ( <i>Prevailing Wage</i> )	\$235
Superintendent ( <i>Prevailing Wage</i> )	\$235

<b>Management/Support Personnel</b>	<b>Hourly Billing Rate (\$)</b>
Secretarial	\$58
Project Administrator	\$75
Field Data Analyst	\$85
Senior Project Administrator	\$90
Project Coordinator/Accountant	\$122
Designer/Drafter	\$113
Field Project Coordinator	\$139
Project Professional/H&S Specialist	\$150
Sr. H&S Advisor	\$152
Regional Field Compliance Auditor	\$172
Controls & Instrument Engineer	\$175
Project Manager	\$195
System Integrator/Product Manager	\$190
Product Development Manager	\$185
Senior Project Professional	\$216
H&S/National Compliance Manager	\$215
National RMC Director	\$240
Sr. Project Manager	\$240
Sr. Project Advisor	\$245
Regional Manager/Project Director	\$275

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 8, 2023**

FROM: **KEN GREHM**

SUBJECT: **MRF VISITOR GALLERY AND OBSERVATION CATWALK**

**RECOMMENDED ACTION:**

1. Authorize the Executive Director, upon review and approval of WPWMA Counsel, to execute an amendment to the Material Recovery Facility Expansion: Design-Build Services Agreement (Agreement) with FCC Environmental Services California, LLC. (FCC) for design, construction and installation of visitor gallery and observation catwalk for a maximum direct cost to the WPWMA of \$325,000.
2. Determine that the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

**BACKGROUND:**

During the competitive procurement process where FCC was selected by your Board to design, build and operate an upgraded Material Recovery Facility (MRF), FCC proposed a visitor gallery in the MRF as an optional item. To avoid a delay in awarding the agreement and securing the necessary financing for the facility improvements, the WPWMA elected to not pursue this option at that time.

FCC has advised the WPWMA that the existing observation catwalk used for facility tours will need to be removed to accommodate the new processing equipment and that there will be insufficient space for a similarly oriented catwalk when MRF upgrades are complete. Similar to FCC's Dallas and Houston facilities, a visitor gallery would provide an enclosed area for visitors to view MRF operations in a quiet, climate-controlled environment. The WPWMA suggested installing a new catwalk connected to the visitor gallery extending into the facility along the western side of the processing equipment to provide visitors with an enhanced view of the new system.

FCC and WPWMA staff have continued to discuss the potential benefits to both parties of a visitor gallery and catwalk, acknowledging the benefits to the WPWMA when giving facility tours and FCC when engaging with potential clients. FCC has proposed to contribute 50% of the cost to construct these improvements and staff believes it is reasonable to share this cost.

FCC estimates these improvements will cost approximately \$650,000 to design, procure and install. While these additional improvements are not necessary for operation, staff believes they are important for showcasing the new facility and educating the public, industry, regulators and jurisdictions, and warrant the WPWMA's investment of \$325,000. This amount represents approximately 0.27% of the total cost of the \$120M facility upgrade.

Staff recommend your Board authorize the Executive Director to execute an amendment to the Agreement to share the costs for the visitor gallery and observation catwalk for a maximum direct cost to the WPWMA of \$325,000.

The WPWMA could choose not to construct the gallery or catwalk, however doing so would limit future viewing of the MRF operation after the facility upgrade.

**ENVIRONMENTAL CLEARANCE:**

At the April 22, 2022 meeting, your Board determined that the proposed facility improvements are categorically exempt from further environmental review under California Environmental Quality Act (CEQA) Guidelines, Article 19, Section 15301 “Existing Facilities”. As the visitor gallery and observation catwalk represent a negligible alteration to the facility, the recommended action is also categorically exempt under CEQA Guidelines Article 19, Section 15301.

**FISCAL IMPACT:**

The recommended action could result in an additional direct cost to the WPWMA of up to \$325,000. Sufficient funding is included in the FY2023/24 Budget to cover this expense.

**STRATEGIC PLAN/GOALS:**

GOAL 1 – Improve outreach, public education, and customer experience/service.

GOAL 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.