



Bonnie Gore, Placer County, Chair

Bill Halldin, City of Rocklin

John Reedy, City of Lincoln

Shanti Landon, Placer County

Bruce Houdesheldt, City of Roseville

Scott Scholz, General Manager

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

**JULY 10, 2025 5:30 PM**

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

*The WPWMA Board of Directors JULY 10, 2025 meeting will be open to in-person attendance.*

*Meetings will be broadcast live on the WPWMA's YouTube channel <https://www.youtube.com/@wpwma>*

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 Houdesheldt)

3. Roll Call

4. Statement of Meeting Procedures

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. Report from the General Manager (Scott Scholz) ---

b. Financial Reports (Eric Oddo) Pg. 5

c. Monthly Tonnage Reports (Will Scheffler) ---

d. Facility Projects Update (Ryan Schmidt) Pg. 7

7. Consent Agenda

a. Minutes of the Board Meeting held June 12, 2025 Pg. 9

Approve as submitted.

b. Memorandum of Understanding between the WPWMA and the Placer County Auditor-Controller (Eric Oddo) Pg. 13

1. Authorize the Chair and the General Manager, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding with the Placer County Auditor-Controller related to providing ongoing financial and accounting services for an annual cost of \$75,000.

2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
  - c. Agreement with Mark Thomas & Company, Inc. for Surveying Services (Anelle Cantellano) Pg. 17
    1. Authorize the Chair to execute an Agreement with Mark Thomas & Company, Inc. for surveying services in an amount not-to-exceed \$189,083.
    2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
  - d. Purchase of a Fleet Vehicle (Will Scheffler) Pg. 43
    1. Authorize the General Manager to purchase a heavy-duty pickup truck for a total not to exceed cost of \$71,687.82.
    2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
  - e. Module 6 Excavation Notice of Completion (Ryan Schmidt) Pg. 45
    1. Adopt Resolution 25-06 accepting Project 01894 – Module 6 Excavation and Soil Stockpiling as complete and authorize the General Manager or designee to execute and file the Notice of Completion.
    2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
8. Action Items
  - a. Landfill Gas System Operation and Maintenance Services (Will Scheffler) Pg. 49
    1. Authorize the Chair to sign an Agreement with Tetra Tech BAS, Inc. for landfill gas system operation, maintenance, and training services at the Western Regional Sanitary Landfill for one year for a total not-to-exceed cost of \$1,181,793
    2. Authorize the Chair to sign the Second Amendment to the Agreement with SCS Field Services extending landfill gas system operation and maintenance services at the Western Regional Sanitary Landfill for up to three months for a total of \$516,000, increasing the total not-to-exceed cost of the Agreement to \$4,197,164.
    3. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
9. Closed Session
  - a. Government Code Section §54956.8 – Conference with Real Property Negotiator

Property: Approximately 5 acres of property located west of Fiddymont Road and north of Sunset Blvd West, approximately 2.6 miles west of State Route 65 in unincorporated Placer County; APN: 017-062-002, 017-062-003, and 017-063-002

WPWMA Negotiators: Scott Scholz, Eric Oddo, Ethan Walsh

Negotiating Partners: WPWMA and Golden State Clean Energy

Under Negotiation: Price, terms, and conditions of securing an easement

10. Reports from Directors

11. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

12. Adjournment

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

Year-to-Date  
June 2025 (Preliminary)

	Year to Date				
	<u>Annual Budget</u>	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	<u>Notes</u>
<b>Revenue</b>					
42005:Fair Market Value Adjustment	-	-	588,243	588,243	Gain associated with the difference between the market value and face value of the WPMWA bonds
42010:Investment Income					
Interest / Investment Income	319,602	319,602	1,032,372	712,770	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	303,071	303,071	698,487	395,416	Greater than anticipated bond yields
42030:Rents and Concessions	503,679	503,679	388,445	(115,234)	Includes \$55,586 in reverse accruals from FY23/24. Lower than projected royalty payments.
44270:State Aid - Other Programs	56,000	56,000	5,871,989	5,815,989	Includes first reimbursement from \$9.96M organics grant
46240:Sanitation Services - Other	29,247	29,566	30,681	1,114	Tipping fee revenues tracking ~0.7% above budgeted amounts
46250:Solid Waste Disposal	49,175,673	49,976,836	50,340,482	363,646	Tipping fee revenues tracking ~0.7% above budgeted amounts
46360:Other Fees and Charges	-	-	176,147	176,147	Reimbursement from RRG members and from FCC for permit related costs
48030:Miscellaneous	20,000	20,000	235,624	215,624	Inc. \$19,599 in late fees, \$88k in LD assessments & repair costs, \$7.5k in soil sales, and \$27k in carpet & HHW payments
49040: Gain/Loss on Fixed Asset Disposal	-	-	-	-	
49060: Contributions from other Funds (Placer Ranch Odor Fund)	-	-	13,942	13,942	Funds not anticipated to start being received until FY25/26
49080: Operating Transfers In	-	-	10	10	
<b>Total Revenue</b>	<b>50,407,273</b>	<b>51,208,754</b>	<b>59,376,422</b>	<b>8,167,668</b>	
<b>Expenses</b>					
<b>Capital Assets:</b>					
54430:Buildings & Improvements	4,423,154	4,423,154	1,032,601	3,390,554	Some MRF improvement project costs not realized yet
54450:Equipment	2,359,811	72,879	96,992	(24,114)	
54470:Infrastructure	526,556	523,679	-	523,679	
54480:Land Improvements	8,039,659	8,039,659	5,143,539	2,896,120	Costs predominately related to Module 6 construction; overestimate current cost impact of west LF permitting
<b>Operating Expenses:</b>					
51010:Wages and Salaries	3,365,957	3,365,957	3,026,633	339,324	Exec. Admin position not filled; long-term leave of absence and retirement of several staff.
52030:Clothing and Personal	4,125	4,125	3,861	264	
52040:Communication Services Expense	12,000	12,000	7,382	4,618	
52050:Food	1,000	1,000	1,973	(973)	
52060:Household Expense	1,500	1,500	1,123	377	
52080:Insurance	489,448	489,448	516,565	(27,116)	
52140:Parts	100	100	1,919	(1,819)	
52160:Maintenance	96,330	96,330	99,370	(3,040)	
52161:Maintenance - Building	5,000	5,000	32,823	(27,823)	Greater than expected facility maintenance/modifications performed by County staff per WPMWA request
52170:Fuels & Lubricants	20,000	20,000	5,192	14,808	Lower than expected fuel costs
52180:Materials - Buildings & Improvements	1,250	1,250	7,409	(6,159)	Inc. a pre-built shed for storage and protection of sewer monitoring equip. & misc items for leachate spill remediation
52220:Laboratory Supplies	-	-	14,186	(14,186)	Funding for lab supplies and analytical testing not included in the FY24/25 Budget
52240:Professional / Membership Dues	12,000	12,000	10,014	1,986	Several professional membership annual dues and event booth fees not realized.
52250:Services and Supplies	7,500	7,500	-	7,500	No qualifying costs realized during FY
52260:Misc Expense	-	-	149	(149)	Move misc. costs from PC Environmental Utilities to WPMWA
52320:Printing	20,000	20,000	22,910	(2,910)	
52330:Other Supplies	40,000	40,000	26,216	13,784	Lower than expected office supply costs.
52340:Postage	1,000	1,000	2,794	(1,794)	
52360:Prof. & Special Svcs - General	2,960,912	2,960,912	3,870,844	(909,932)	Greater than expected County Admin fees, temp labor charges, and increased credit card processing fees.
52370:Professional and Special Services - Legal	350,000	350,000	125,007	224,993	Outside General Counsel services cost lower than projected.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	200,000	200,000	22,610	177,390	Lower than expected CCTV maintenance service costs to date
SC3180 MRF Operations	27,938,324	27,938,324	23,898,449	4,039,876	Includes \$2,024,226 in reverse accruals from FY23/24. Lower than projected material quantities processed through MRF.
SC3190 Landfill Operations	2,790,653	2,790,653	3,199,206	(408,553)	Greater than projected material quantities disposed of at WRSL
SC3320 Environmental and Ecological Services	110,000	110,000	115,368	(5,368)	Lower than projected Placer County Environmental Utilities staff costs. Approx \$72k associated with leachate spill clean up
SC3322 Hazardous Waste	500	500	-	500	
52390:Prof. & Special Svcs - County	200,000	200,000	135,558	64,442	Lower than expected County service fees
52400:Prof. & Special Svcs - IT	100,000	100,000	48,474	51,526	Some IT costs not realized
52440:Rents and Leases - Equipment	24,000	24,000	277,810	(253,810)	Includes \$251,756 associated with equipment rental for leachate spill clean up effort.
52450:Rents and Leases - Buildings & Improvements	100	100	-	100	
52460:Small Tools & Instruments	1,000	1,000	2,970	(1,970)	
52470:Employee Benefit Systems	14,847	14,847	13,714	1,134	
52480:PC Acquisition	6,000	6,000	8,172	(2,172)	
52510:Commissioner's Fees	6,000	6,000	4,200	1,800	No meeting in July and November; Directors absent at September and October meetings
52540:Signing & Safety Material	250	250	24	226	
52560:Small Equipment	2,000	2,000	6,293	(4,293)	
52570:Advertising	689,000	689,000	267,278	421,722	Includes \$34,461 in reverse accruals from FY23/24. Costs for MRF grand opening and Public Affairs contract not realized.
52580:Special Department Expense	4,200	4,200	14,696	(10,496)	Includes \$11,700 for cubicles for WPMWA staff.
52785:Training / Education	17,000	17,000	1,883	15,117	Multiple staff training and conference attendance costs not realized
52790:Transportation and Travel	70,000	70,000	30,467	39,533	Lower than anticipated fleet costs.
52800:Utilities	165,000	165,000	157,135	7,865	
52810:Operating Materials	-	-	-	-	
53050:Debt Issuance Costs	-	-	-	-	
53060:Bond Interest	4,521,535	4,521,535	3,775,262	746,273	Interest earned on the bonds that used to offset a portion of the semi-annual bond interest payment.
53190:Taxes and Assessments	549,878	274,939	424,888	(150,049)	Includes \$96,735 in one-time (annual) permit fees and greater than expected taxes associated with increased landfill disposal.
53250:Contributions to Other Agencies	280,873	280,873	280,873	(0)	
53390:Transfer Out A-87 Costs	27,508	27,508	13,587	13,921	
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	-	-	
59000:Appropriation for Contingencies	100,000	-	-	-	
<b>Total Expenses</b>	<b>60,665,972</b>	<b>57,891,223</b>	<b>46,748,517</b>	<b>11,142,707</b>	
<b>Net Income/(Loss)</b>	<b>(10,258,699)</b>	<b>(6,682,469)</b>	<b>12,627,906</b>	<b>19,310,375</b>	
<b>Additional non Income Statement Transactions:</b>					
Bond Proceeds	10,122,422	12,535,691	6,273,132	6,262,560	
Planned use of Reserves	3,750,000	3,750,000	-	3,750,000	
<b>Total with Bond Proceeds and Reserves</b>	<b>3,613,723</b>	<b>9,603,222</b>	<b>18,901,037</b>	<b>29,322,934</b>	

**Notes:**

- Budgeted revenues and expenses are 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 WPMWA'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**  
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*  
SUBJECT: **ITEM 6D: FACILITY PROJECTS UPDATE**

DATE: **JULY 10, 2025**

**RECOMMENDED ACTION:**

None. This item is for information purposes only.

**BACKGROUND:**

This report focuses on ongoing projects across WPWMA's campus including the Materials Recovery Facility (MRF) and Western Regional Sanitary Landfill.

**MRF Improvements**

**Phase 2 – Maintenance Building and ADA Improvements**

FCC anticipates resuming construction in August for the remainder of the interior and exterior ADA improvements to accommodate California Building Code requirements for an accessible path of travel, parking stalls, toilet and bathing facilities, and lockers.

**Phase 3A – MRF**

VanDyk and FCC are working through the wet-testing commissioning process wherein material is actively being processed through the facility.

The fire suppression system inside the building was completed and tested by the Fire Marshal on June 26th, with an outstanding repair needed to one of the control panels. Fire Watch remains in place for the exterior of the building for the duration of this portion of construction.

Traffic is being routed to the west of the MRF for public and commercial access to the MSW and C&D tipping areas. Construction of the organics conveyor is complete and construction of the Odor control pad west of the MRF is anticipated to begin this month.

**Phase 3B – MSW CASP and Traffic Improvements**

Construction of the densimetric table<sup>1</sup> pad is on hold pending updated drawings from the design engineer. The pad for the CASP area has been poured in the first phase of the area, and push walls and trenches are currently being constructed in this phase. FCC is currently authorized to use mobile CASP units to process material until the permanent CASP facilities are in place and commissioned for processing, at no additional cost to the WPWMA. Construction and operation of the CASP area and mobile CASP units are dependent on Water Board permitting approval; staff notified FCC of this approval process prior to construction.

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<sup>1</sup> The densimetric table will be used to remove inorganic materials such as stones and glass from the MSW compost.

### Certificate of Occupancy

Final Certificates of Occupancy are subject to the WPWMA granting roadway easements to Placer County along Fiddymont Road and Athens Avenue. WPWMA staff have submitted the surveyed roadway centerlines to Placer County for their concurrence and adoption and are awaiting verification of surveyed centerlines from the County. Upon agreement, staff will return to your Board to approve the easement dedication.

### **South Placer Wastewater Authority Compliance Project**

A granular activated carbon filtration system is complete. The data is currently being analyzed to evaluate efficiency in removing constituents specified the WPWMA's wastewater discharge permit.

### **South Compost Pond Odor Update**

FCC's efforts to reduce the odors have been somewhat effective, but odors have still been present at various times. WPWMA and FCC staff have established weekly communication to discuss current and proposed actions to resolve the issue.





## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of May 15, 2025

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddymont Road, Roseville, CA.

### **Directors Present:**

Bill Halldin  
Shanti Landon  
John Reedy  
Bruce Houdesheldt

### **Staff Present:**

Scott Scholz  
Eric Oddo  
Ethan Walsh, BBK  
Sara Lyon  
Will Scheffler  
Ryan Schmidt  
Stephanie Ulmer  
Emily Hoffman

1. Call Meeting to Order: Acting Chair Landon called the meeting to order at 5:34 PM.
2. Pledge of Allegiance: Acting Chair Landon led the Pledge of Allegiance.
3. Roll Call: Director Gore was absent. Acting Chair Landon noted that Director Halldin was attending the meeting virtually.
4. Statement of Meeting Procedures: Emily Hoffman read the statement of meeting procedures.
5. Public Comment: Brian Jones introduced himself as the Acting Refuse and Stormwater Utility Manager for the City of Roseville.
6. Announcements & Information
  - a. Report from the General Manager

Scott Scholz provided the following updates:

    - Since May 13, new MRF equipment has been running for 8-hours per day in anticipation of beginning "wet testing" for a period of two-weeks beginning on Monday, June 16.
    - WPWMA staff have been working with the operator to adjust traffic patterns in an effort to mitigate delays related to construction.
    - Final reports for Module 6 have been submitted to the Water Board and staff anticipate approval to begin fill operations in the next couple of months.
  - b. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
  - c. Monthly Tonnage Reports: Will Scheffler summarized the report. There were no questions from the Board.
  - d. Annual MRF Processing Fee Adjustment: Sara Lyon summarized the report and staff answered questions from the Board.
  - e. Annual Landfill Processing Fee Adjustment: Sara Lyon summarized the report. There were no questions from the Board.
  - f. Facility Projects Update: Ryan Schmidt summarized the report and answered questions from the Board.
  - g. Renewable Placer Waste Action Plan Update: Stephanie Ulmer presented the report and answered questions from the Board.

## 7. Consent Agenda

### a. Minutes of the Board Meeting held May 15, 2025

Staff recommended the Board approve the minutes as submitted.

### c. Module 6 Liner Project Spending Authority (Ryan Schmidt)

Staff recommended the Board:

1. Approve an increase of \$240,000 to the spending authority associated with the Module 6 Liner Installation – Project No. PJ01894 delegated to the General Manager, increasing the total delegated spending authority to an amount not to exceed \$10,103,703.
2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

### d. Emergency Frac Tank Procurement (Will Scheffler)

Staff recommended the Board:

1. Authorize the General Manager to approve payment for the rental of frac tanks for containment and permitted disposal of contaminated stormwater for a total delegated spending authority not to exceed \$250,000.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Director Reedy pulled item 7b from the Consent Agenda for discussion.

The Chair opened public comment; no comments were received.

**MOTION TO APPROVE ITEMS 7a, 7c, & 7d:** Reedy/Houdesheldt

**ROLL CALL VOTE: AYES:** Halldin/Houdesheldt/Reedy/Landon

### b. Fifth Amendment to the Agreement with Magma Creative (Emily Hoffman)

Staff recommended the Board:

1. Authorize the Chair to sign the Fifth Amendment with Magma Creative, Inc. to provide creative services for the WPWMA for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$652,300.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.

Staff answered questions from the Board.

The Chair opened public comment; no comments were received.

**MOTION TO APPROVE ITEM 7b:** Houdesheldt/Reedy

**ROLL CALL VOTE: AYES:** Houdesheldt/Reedy/Halldin/Landon

## 8. Action Items

### a. Fiscal Year 2025/26 Preliminary Budgets (Eric Oddo)

Staff recommend the Board:

1. Approve the Fiscal Year 2025/26 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 is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

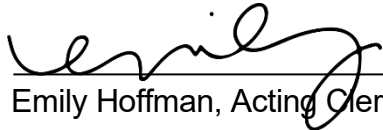
Eric Oddo summarized the report and answered questions from the Board.  
The Chair opened public comment; no comments were received.

**MOTION TO APPROVE:** Houdesheldt/Reedy

**ROLL CALL VOTE: AYES:** Reedy/Halldin/Houdesheldt/Landon

9. Reports from Directors: None.
10. Upcoming Agenda Items: Acting Chair Landon and Director Reedy asked Staff to develop a procurement policy for future consideration.
12. Adjournment: Meeting was adjourned at 6:26 PM.

Respectfully Submitted,



Emily Hoffman, Acting Clerk of the Board

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 10, 2025**  
FROM: **SCOTT SCHOLZ / ERIC ODDO**   
SUBJECT: **ITEM 7B: MEMORANDUM OF UNDERSTANDING BETWEEN WPWMA  
AND THE PLACER COUNTY AUDITOR-CONTROLLER**

**RECOMMENDED ACTION:**

1. Authorize the Chair and the General Manager, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding (MOU) with the Placer County Auditor-Controller related to providing ongoing financial and accounting services for an annual cost of \$75,000.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

The Auditor-Controller provides financial and accounting services to the WPWMA including: 1) general accounting services and use of the Placer County's centralized accounting system, 2) processing and payment of invoices, and 3) recording the WPWMA's annual budget to ensure revenues and payments are consistent with the approved budgets.

In late 2020, the Auditor-Controller notified the WPWMA that for special districts, joint powers authorities and other non-Placer County local governmental agencies, the Auditor-Controller's office wished to establish MOUs with the applicable agencies to more accurately and transparently reflect the cost of the services provided. Since that time, your Board has approved an annual MOU with the Auditor-Controller's office. Furthermore, consistent with the WPWMA's JPA Agreement and the May 9, 2024 MOU between the WPWMA and Placer County, the WPWMA is required to continue utilizing the services of Placer County's Auditor-Controller and to formalize the arrangement via an MOU.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not considered a "project" under CEQA guidelines Section 15378.

**FISCAL IMPACT:**

Under the proposed MOU, the WPWMA would remit an annual payment to the Auditor-Controller of \$75,000. This is a decrease of \$25,000 compared to FY 2024/25.

**STRATEGIC PLAN/GOALS:**

Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: FY 2025/26 MOU



## COUNTY OF PLACER

### OFFICE OF THE AUDITOR-CONTROLLER

ANDREW C. SISK, CPA  
Auditor-Controller  
E-mail: [asisk@placer.ca.gov](mailto:asisk@placer.ca.gov)

NICOLE C. HOWARD, CPA  
Assistant Auditor-Controller  
E-mail: [nhoward@placer.ca.gov](mailto:nhoward@placer.ca.gov)

July 1, 2025

To the Board of Directors and Management  
Western Placer Waste Management Authority

The Auditor-Controller is pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2025-2026 fiscal year.

#### A. Scope of Services

The Auditor-Controller will provide the following services to Western Placer Waste Management Authority (Authority):

1. **General Accounting** – includes use of the County's centralized accounting system and reviewing and posting of financial system entries submitted by the Authority. Transactions will be reviewed for authorization by appropriate Authority personnel prior to processing. This also includes compiling the Authority's financial information to report within the County's Cost Plan, if applicable.
2. **Accounts Payable** – includes processing payment claims by warrant, wire, or ACH. Claims will be reviewed to validate authorized Authority signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of the service agreement. Maintaining vendors and payments for purposes of tax reporting along with issuing IRS Tax Form 1099 for the calendar year, if applicable and biweekly State EDD Reporting.
3. **Capital Asset Accounting** – includes reviewing capital asset transactions to ensure compliance with the County's Capital Asset Guide. Registering capital assets in the accounting system, recording monthly depreciation, and performing monthly reconciliation of capital assets.
4. **Specialized Accounting** – includes accounting and recording of Governmental Accounting Standards Board (GASB) Statement No. 68 net pension liability and related deferred inflows and outflows of resources, GASB Statement No. 75 net OPEB liability and related deferred inflows and outflows of resources, GASB Statement No. 87 leases, GASB Statement No. 96 subscription-based information technology arrangements, and/or GASB Statement No. 101 compensated absences liabilities.
5. **Payroll** – includes biweekly payroll processing and validating employees' timecards including wage garnishments, recording and mailing payments, submitting retirement and deferred compensation data, remitting tax payments, filing quarterly tax reports, issuing W-2 forms and maintaining complete records. All payroll will be reviewed by the Authority prior to submitting for payment.
6. **Adopted Budget** – includes recording the Authority's adopted budget, ensuring expenditures do not exceed authorized budget and processing budget revisions.
7. **State Controller Office's Report** – includes compiling the State Controller Office's annual Financial Transaction Report.

8. **Financial Statement Compilation** – includes preparing the financial statements, the related notes to the financial statements, required supplementary information, and the statistical section of the annual comprehensive financial report.
9. **Financial Statement Audit** – includes coordinating the financial statement audit with the external auditors, working with the external auditors and responding to audit requests and inquiries.

B. Term

The term of this Agreement will commence on July 1, 2025, and end on June 30, 2026. Subject to written agreement of the parties, this agreement may be renewed annually.

C. Responsibilities of Auditor-Controller

The Auditor-Controller's responsibility under this Agreement is to perform the services enumerated above. The Auditor-Controller will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment.

The Auditor-Controller's services are not designed to detect instances of fraud, or non-compliance with laws or regulations or significant errors; however, the Auditor-Controller will communicate to the Authority any known and suspected fraud, non-compliance with laws or regulations or significant errors that come to their attention. Neither the County nor the Auditor-Controller will be held liable should any instances of fraud, non-compliance with laws or regulations or significant errors be subsequently discovered by either the Authority or through a claim or lawsuit to the Authority.

D. Responsibilities of Authority Management

The Authority is responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Authority Board authorized budgets and budget amendments. The Authority is encouraged to routinely provide accounting reports and payment registers to its Board for review.

The Authority agrees to inform County of significant non-compliance, fraud and/or errors immediately upon discovery.

For all services provided, Authority management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Authority agrees to hold the County and the Auditor-Controller harmless for any subsequent claims or lawsuits that may arise from the results of the services.

Annual Cost and Billing

The annual cost of services identified above is \$75,000. The Authority will be billed by journal entry during the third quarter of the fiscal year for the entire annual costs. Specific billing details can be provided to the Authority upon request.

Agreement

The Auditor-Controller appreciates the opportunity to be of service to you and believes this letter accurately summarizes the significant terms of your agreement. This Agreement constitutes the entire

agreement between the parties and supersedes all prior agreements. Please execute this document and return the original version to my office at your earliest convenience.

Sincerely,

  
Andrew C. Sisk, CPA  
Auditor-Controller

We, the undersigned, have read and agree to the terms of this Agreement. We represent we have the authority to execute this Agreement on behalf of Western Placer Waste Management Authority.

Authorized Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Board Signature (If Necessary): \_\_\_\_\_ Dated: \_\_\_\_\_



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 10, 2025**  
FROM: **SCOTT SCHOLZ / ANELLE CANTELLANO** *AC*  
SUBJECT: **ITEM 7C: AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR  
SURVEYING SERVICES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to execute an Agreement with Mark Thomas & Company, Inc. for surveying services in an amount not-to-exceed \$189,083.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

The WPWMA has historically contracted with firms to provide various surveying services, and staff recently identified the need for surveying deliverables not included in any of the WPWMA's active professional services agreements. The Scope of Services in the proposed Agreement includes performing underground utility service detection, supplemental topographic survey, and comprehensive site and utility map which will allow the WPWMA to establish complete, up to date site topo and utility maps for use in future construction projects and to aid in daily site operations.

Staff solicited proposals from five firms on Placer County's Qualified List of surveying professionals and received two proposals. Staff requested two additional quotes from local surveying firms for purposes of comparison and received one proposal. Upon consideration of all proposals, staff believe selected Mark Thomas from the County's Qualified List. In addition to providing the lowest cost, staff believe that Mark Thomas is best qualified to provide these particular services.

**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 these services is \$189,083, funding for which is included in the FY 2025/26 Budget.

**STRATEGIC PLAN/GOALS:**

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

ATTACHMENT: SCOPE OF SERVICES

Contract No.: \_\_\_\_\_

Administering Agency: **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

Contract Description: **Site Topographic and Subsurface Survey**

### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Roseville, California, as of \_\_\_\_\_, by and between the Western Placer Waste Management Authority, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and Mark Thomas and Company, Inc., a California corporation, (hereinafter referred to as the "Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** WPWMA shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to WPWMA in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Hundred Eighty-Nine Thousand Eighty-Three Dollars (\$189,083) without the prior written approval of WPWMA.
3. **Facilities, Equipment and Other Materials, and Obligations of WPWMA.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. WPWMA shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to WPWMA's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

WPWMA: Western Placer Waste Management Authority  
Attn: Anelle Cantellano  
3013 Fiddymont Road  
Roseville, CA 95747  
Phone: (916) 975-4202  
Email: [acantellano@placer.ca.gov](mailto:acantellano@placer.ca.gov)

CONSULTANT: Mark Thomas  
Attn: Sam McIntyre, LS  
701 University Avenue  
Suite 200  
Sacramento, CA 95825  
Phone: (707) 337-2002  
Email: [smcintyre@markthomas.com](mailto:smcintyre@markthomas.com)

REMIT TO: Mark Thomas  
Attn: Sam McIntyre, LS  
701 University Avenue  
Suite 200  
Sacramento, CA 95825

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: \_\_\_\_\_  
Scott Scholz, General Manager

MARK THOMAS & COMPANY, INC., CONSULTANT

By: \_\_\_\_\_  
Sam McIntyre, Survey Manager

Approved as to Form

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

Exhibit A: Scope of Services  
Exhibit B: Payment for Services Rendered  
Exhibit C: Facilities, Equipment, and Other Materials and Obligations of WPWMA  
Exhibit D: General Provisions  
Exhibit E: Consultant's Scope of Services  
Exhibit F: Limits of Work

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The purpose of this Agreement is for the Consultant to perform underground utility service detection and a supplemental topographic survey to provide WPWMA with a comprehensive site and utility map. Consultant shall adhere to the following Scope of Services generally in conformance with the proposal submitted by Consultant in response to the WPWMA's Property Survey Request sent January 16, 2025, the Scope of Services of which is presented in Exhibit E of this Agreement. The Project shall be identified by three (3) tasks, outlined below.

Consultant shall provide draft documents to the WPWMA for review and incorporate comments/revisions into the final documents until all of WPWMA's comments/revisions have been adequately addressed by Consultant. Consultant shall submit draft documents to the WPWMA in AutoCAD 2024 drawing, Microsoft Word, PDF and MP4 file formats. Consultant shall provide final documents in Microsoft Office, PDF, and AutoCAD formats and web-viewable PDFs for public documents. Consultant shall provide one (1) electronic copy of each draft and final document unless otherwise noted. Consultant shall provide all submittals via email unless otherwise noted.

#### **TASK 1 SUBSURFACE UTILITY DETECTION AND COORDINATION**

Consultant shall provide subsurface utility markings for the WPWMA site bounded by the limits presented in Exhibit F. Subsurface Utility Detection will occur outside of all building footprints and corners with the exception of the Materials Recovery Facility (MRF), where indoor underground utility detection will be provided.

Consultant shall request as-built and record drawings from all known utility providers with services within the project area shown in Exhibit F, and WPWMA will furnish as-built documentation for the site as required by Exhibit C. Consultant shall perform an in-depth review of provided as-built documentation, including aerial imagery provided by WPWMA, to establish a preliminary subsurface utility map showing underground utility services, utility boxes, vaults, manholes, clean-outs and any other above ground utility improvements identified in the review and rectified by the professional judgement of a California licensed Land Surveyor. Consultant shall provide the preliminary subsurface utility map in PDF format for WPWMA review and verification within four (4) weeks of entering this Agreement. WPWMA will provide comments in PDF format within one (1) week of receipt of the preliminary subsurface utility map.

Upon receipt and rectification of WPWMA comments on the preliminary subsurface utility map, Consultant shall field verify and mark all utility lines displayed on the preliminary subsurface utility map using a combination of surface paint, flags, or whisksers furnished by the Consultant. Consultant shall conduct private utility detection using electromagnetic induction and Ground Penetrating Radar to provide surface markings to Quality Level B (QL-B) as defined by ASCE 38-22. Consultant shall use pink markings to identify the marking as a survey mark, with a dot next to the marking in the APWA Uniform Color Code assigned to the utility identified. Depth of identified utilities will not be added to ground markings. Consultant shall complete Task 1 within ten (10) weeks of execution of this Agreement.

Subsurface Utility Detection will include the location of utilities existing on or serving the surveyed property as determined by markings requested by Consultant pursuant to an 811 utility locate or similar request. Representative examples of such utilities include but are not limited to:

- Manholes, catch basins, valve vaults and other surface indications of subsurface uses
- Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten (10) feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of potential encroachments, the dimensions of all encroaching utility pole crossmembers or overhangs.
- Utility company installations on the surveyed property

<b>Deliverable</b>	<b>Schedule</b>	<b>Format</b>
Preliminary Subsurface Utility Map	Within four (4) weeks of Agreement execution	PDF
Utility Ground Markings	Within ten (10) weeks of Agreement execution	Paint, Flag, or whisker marking in accordance with APWA Uniform Color Code

## **TASK 2 UTILITY INVESTIGATION CCTV**

In conjunction with Task 1, Consultant shall perform a closed-circuit television (CCTV) inspection of the accessible sewer and storm drainage infrastructure using a push camera system to visually assess pipe condition, alignment, material type, and connectivity to support the subsurface utility detection mapping efforts to a Quality Level B (QL-B) as defined by ASCE 38-22. Consultant shall have this work reviewed and finalized by a registered professional, with commentary and analysis included, before submittal to the WPWMA.

Consultant shall use a minimum two-person crew to operate a high-definition push camera with onboard distance tracking. Consultant shall use the same infrastructure for this analysis as that defined for Task 1. Consultant shall access the pipes via available maintenance holes, cleanouts, or drainage inlets. Consultant shall televise segments of pipes in both directions where possible, including infrastructure with blockages preventing the forward movement of a camera. Consultant shall note any limitations in the inspection due to obstructions, debris, or inaccessibility and summarize them in the final documentation provided to WPWMA.

Within ten (10) weeks of Agreement execution, Consultant shall provide to the WPWMA:

- Video files in .mp4 format of inspected pipe segments with distance tracking.
- A log of inspections recorded in the field and during analysis of recorded footage, identifying start and end points, estimated lengths of pipe, material type of pipe (if this is reasonably discernable), and all notable conditions or blockages observed.
- Imagery of significant features such as cracks, intrusions, and joint offsets.
- Final memo summarizing key findings and limitations encountered during the inspection.

Consultant assumes:

- All access points will be made available and cleared of obstructions by WPWMA prior to commencing field work.
- Only pipes accessible by push camera will be included. No robotic crawlers or hydro-jetting will be used within the bounds of this Agreement.
- Consultant shall not be responsible for internal pipe cleaning or removal of any obstructions encountered.

- The inspection shall be limited to pipes 6 inches or larger in diameter.

<b><i>Deliverables</i></b>	<b><i>Due</i></b>	<b><i>Format</i></b>
CCTV Footage	Within ten (10) weeks of Agreement execution	.mp4
Log of Inspections	Within ten (10) weeks of Agreement execution	PDF
Images	Within ten (10) weeks of Agreement execution	.jpg or .png
Final Memo	Within ten (10) weeks of Agreement execution	PDF

### **TASK 3 SUPPLEMENTAL TOPOGRAPHIC SURVEY**

Upon successful completion of Task 1, Consultant shall prepare a supplemental topographic survey for the site within the limits shown in Exhibit E. Consultant shall use ground control points provided by WPWMA in accordance with Exhibit C of this Agreement. Consultant shall locate utility ground markings established during Task 1 and any collection that would need to occur in order to supplement the aerial data provided by the WPWMA. Consultant shall collect design level topographic data within the limits specified in Exhibit E of this Agreement. Consultant shall limit the design level topographic survey performed in the agreed upon areas to spot shots of building corners, above ground surface visible utilities, underground utility markings, edges of any hardscaping, landscaping features, gravel, and original ground.

Consultant shall include the following in the Supplemental Topographic Survey:

- Address(es) of the surveyed property/properties
- Flood zone classification as recorded by the Federal Emergency Management Agency
- Gross land area surveyed
- Vertical relief with the source of information (e.g. ground survey or aerial map), the contour intervals, datum and originating benchmark identified
- Building setback requirements
- Exterior dimensions of all buildings at ground level including the square footage of the exterior footprint at ground level
- Measured height of all buildings with point of measured identified by Consultant
- Substantial features observed in the process of conducting the survey such as parking lots, signs, landscaped area, hardscaping, gravel, etc.
- Number and type (e.g. disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas and lots. Striping of clearly identifiable parking spaces on the surface parking areas and lots
- Include any plottable offsite/appurtenant easements or servitudes disclosed in documents provided to or obtained by Consultant
- Spot-shots of any fencing, signs, bollards and pavement markings

Consultant shall provide a draft survey base map of the work performed in Task 3 in the form of ACAD Civil 3D 2024 drawing and PDF formats by the sixteenth (16<sup>th</sup>) week of Agreement execution. The WPWMA will issue comments on the draft survey base map, along with any requests for supplemental data to be collected, within one week of receipt. Consultant shall issue a final draft of the survey base map by the eighteenth (18<sup>th</sup>) week after execution of this agreement.

<b>Deliverable</b>	<b>Schedule</b>	<b>Format</b>
Preliminary Survey Base Map	Within sixteen (16) weeks of Agreement execution	PDF
Final Survey Base Map	Within eighteen (18) weeks of Agreement execution	ACAD Civil 3D 2024 .dwg and PDF

**EXHIBIT B**  
**PAYMENT FOR SERVICES RENDERED**

Payment to Consultant 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.

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 Eighty-Nine Thousand Eighty-Three Dollars (\$189,083).

**Table 1 – Task Budgets**

TASK	DESCRIPTION	BUDGET
1	Subsurface Utility Detection & Coordination	\$69,505
2	Utility Investigation CCTV	\$21,696
3	Supplemental Topographic Survey	\$66,368
4	Additional Services	\$31,514
Total		\$189,083

Consultant shall not bill to Task 4: Additional Services without written and authorized permission from the WPWMA. Task 4 is reserved for any additional scope amended to the contract at the request of WPWMA. 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 Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.



## MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

### Engineering

Intern	\$65 - \$110
Technician	\$95 - \$135
Design Engineer I	\$125 - \$175
Design Engineer II	\$140 - \$220
Sr. Technician	\$160 - \$215
Civil Engineering Designer	\$170 - \$260
Project Engineer	\$170 - \$240
Sr. Project Engineer	\$210 - \$300
Sr. Technical Engineer	\$220 - \$245
Technical Lead	\$245 - \$300
Sr. Technical Lead	\$285 - \$355
Design Manager	\$365 - \$405
Engineering Manager	\$365 - \$405
Sr. Engineering Manager	\$370 - \$495

### Construction Management

Office Engineer	\$170 - \$270
* Asst. Resident Engineer	\$240 - \$270
* Inspector - CM	\$195 - \$275
Resident Engineer	\$310 - \$345
Sr. Resident Engineer	\$350 - \$385
Area Manager - CM	\$270 - \$305

### Planning

Planner I	\$110 - \$140
Planner II	\$155 - \$175
Sr. Planner	\$170 - \$235

### Landscape Architecture/Urban Design

Landscape Intern	\$90 - \$105
Landscape Designer I	\$115 - \$130
Landscape Designer II	\$135 - \$170
Landscape Architect	\$160 - \$195
Sr. Landscape Architect	\$185 - \$210

### Grant Writing

Funding Specialist	\$140 - \$255
Sr. Funding Specialist	\$260 - \$305
Funding Manager	\$335 - \$390

### Surveying

Survey Technician I-III	\$65 - \$185
Lead Survey Technician	\$145 - \$165
Survey Specialist I-III	\$135 - \$280
Asst Surveyor I-III	\$140 - \$200
Project Surveyor I-III	\$200 - \$305
* Chief of Party	\$205 - \$255
* Instrumentperson	\$205 - \$230
* Chainperson	\$205 - \$215
* Apprentice	\$130 - \$185
* 2-Person Crew	\$375 - \$455
* 3-Person Crew	\$570 - \$675
* Utility Locator	\$190 - \$250
Drone	\$275

### Project Management & Oversight

Project Manager	\$250 - \$335
Sr. Project Manager	\$280 - \$380
Survey Manager I-II	\$240 - \$410
SUE Program Manager	\$285 - \$315
Division Manager	\$290 - \$420
Principal	\$480 - \$520

### Project Support

Technical/Sr. Technical Writer	\$120 - \$160
Project/Sr. Project Assistant	\$85 - \$175
Project/Sr. Project Coordinator	\$130 - \$215
Graphic/Sr. Graphic Designer	\$135 - \$235
Project Accountant	\$125 - \$195
Sr. Graphic Manager	\$215 - \$275
Project Accountant Manager	\$225 - \$255

### District Management

* Inspector - Apprentice	\$95 - \$110
* Inspector/Sr. Inspector	\$110 - \$195
Assistant/Associate Sanitary Engineer	\$160 - \$235
Sanitary/Sr. Sanitary Project Engineer	\$210 - \$300
Operations/Deputy District Manager	\$270 - \$385
District Manager-Engineer	\$395 - \$440

### Special Services

Expert Witness	\$520
Strategic Consulting	\$520

**Reimbursables** including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%*. **Mileage** will be billed per *current IRS Rate*.

*Additional promotional steps exist within various rate categories.*

*This rate schedule expires June 30, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.*

*\* These charge rates are subject to Prevailing Wage laws and Union contract.*

## **EXHIBIT C**

### **FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF WPWMA**

To permit the Consultant to render the services required herein, the WPWMA will, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Provide Consultant with all known existing relevant information, including as-built documents, although Consultant shall be responsible for requesting any necessary additional information.
3. Promptly review any and all documents and materials submitted by the Consultant.
4. Orthographic aerial imagery and accompanying digital terrain model of the site.
5. Boundary survey
6. Ground control points

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

## EXHIBIT D

### GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the WPWMA. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the WPWMA.
2. **Licenses, Permits.** Consultant represents and warrants to WPWMA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement.** To the extent permitted by law, including by way of illustration and not by limitation section 2782.8 of the Civil Code, the CONSULTANT hereby agrees to protect, defend, indemnify, and hold WPWMA free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by WPWMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of WPWMA) and without limitation by enumeration, all other claims or demands of every character occurring directly out of this contract or agreement to the proportionate extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend WPWMA as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or WPWMA or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of WPWMA from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term WPWMA means the WPWMA, and its officers and employees.

5. **Insurance.** CONSULTANT shall file with WPWMA concurrently herewith a Certificate of Insurance, in companies acceptable to WPWMA, with a Best's Rating of no less than A-: VII showing.

#### **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than

one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the WPWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the WPWMA upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
  - (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall be a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
  - (1) The limits of liability shall be:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the

aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of WPWMA, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall be:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the WPWMA as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The WPWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."  
  
"The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."
- B. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in the amount of one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an

amount of one million dollars (\$1,000,000) per claim and in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**ADDITIONAL REQUIREMENTS:**

**Premium Payments** - The insurance companies shall have no recourse against the WPWMA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

**Policy Deductibles** - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$750,000.

**CONSULTANT's Obligations** - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

**Verification of Coverage** - CONSULTANT shall furnish the WPWMA with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the WPWMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The WPWMA reserves the right to view redacted copies of all required insurance policies, including endorsements required by these specifications, at the local WPWMA office at an agreed upon date and time, subject to a non-disclosure agreement. The parties agree that the redacted information pertains to confidential information of Consultant clients.

**Material Breach** - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**6. Assignment/ Subcontracting Prohibited**. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of WPWMA, said approval to be in the sole discretion of WPWMA. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by WPWMA or as set forth in Exhibit A, Scope of Services.

**7. Personnel**.

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WPWMA, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from WPWMA.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by

Consultant without the prior written consent of WPWMA shall be grounds for cancellation of the agreement by WPWMA, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

8. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to WPWMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

9. **Termination.**

A. In the event WPWMA, in its sole discretion, deems it in the best interests of the public, WPWMA shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event WPWMA shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event WPWMA shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) WPWMA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

WPWMA shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by WPWMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, WPWMA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to WPWMA such financial information as in the judgment of the WPWMA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that WPWMA may have in law or equity.

B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the WPWMA and shall provide thirty (30) working days advance written notice to the WPWMA of any such intent to terminate.

10. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

11. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to WPWMA, and WPWMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until WPWMA is satisfied that work of such value has been rendered pursuant to this agreement. However, WPWMA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
12. **Ownership of Information**. All professional and technical information developed under this Agreement and all worksheets, reports, and related data, except for Consultant's standard forms, details, data and other information used by the Consultant in their standard provision of services and documents (although, WPWMA reserves the right to use standard details as it is directly related to the project outlined in this agreement) shall become the property of WPWMA, and Consultant agrees to deliver reproducible copies of such documents to WPWMA on completion of the services hereunder. The WPWMA agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
13. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
14. **Conflict of Interest**. Consultant certifies that no official or employee of the WPWMA, nor any business entity in which an official of the WPWMA has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the WPWMA.
15. **Entirety of Agreement**. This Agreement contains the entire agreement of WPWMA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
16. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
17. **General Compliance With Laws**. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>. Consultant further agrees to comply with all other related provisions of the California Labor



Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.



### SCOPE OF SERVICES

*Mark Thomas is pleased to propose services for the West Placer Waste Management Authority (WPWMA) facility to provide underground utility service detection, surveys, and base mapping.*

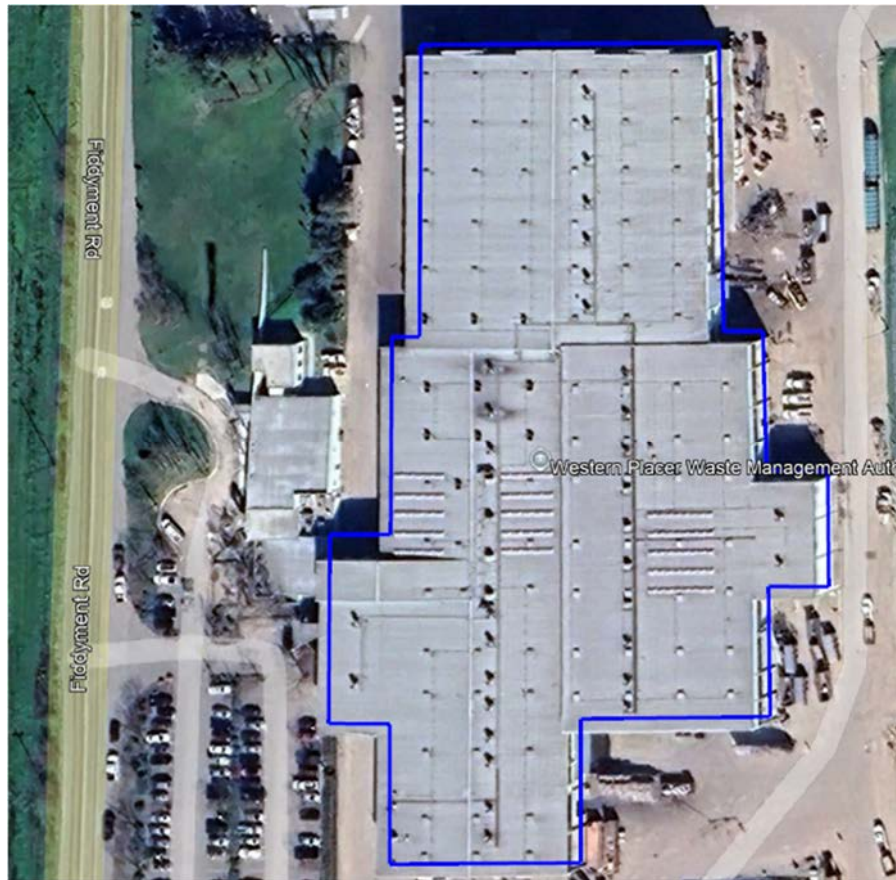
FIGURE A



#### ***Task 1- Subsurface Utility Detection and Coordination –***

Mark Thomas will provide subsurface utility markings for the WPWMA site bounded by the limits shown in Figure A. Utility detection will be limited to outside building footprints/corners with the exception of the Materials Recovery Facility (MRF) located at the northwest quadrant of the project site and shown in Figure B. Indoor utility detection will be provided for this building only.

Figure B



Mark Thomas will request as-built and record drawings from utility companies with facilities in the project area. A preliminary subsurface utility map showing underground lines will be drafted based on record as-built maps rectified with professional judgment of utility boxes, vaults, manholes, clean outs and other above ground surface visible utilities shown in the aerial mapping. The utility lines shown on this preliminary map will be verified in the field by Mark Thomas-Subsurface Utility Engineering (SUE) staff and marked in the field. SUE field staff will continue to conduct private utility detection and marking services to provide SUE Quality Level B (QL-B) surface markings for underground utilities that shall be derived from electromagnetic induction and GPR readings. Findings will be documented in the field using Paint, Flags, and/or whisksers. Utilities will be marked in Pink, identifying them as survey marking and dotted in USA color code. Depths will NOT be added on ground to the markings.

### ***Task 2- Supplemental Topographic Survey***

Based on control points provided by WPWMA, Mark Thomas will conduct topographic surveys to locate markings set by Mark Thomas SUE field staff within the limits shown in Figure A and will be limited to outside building footprints/corners, with the exception of the Materials Recovery Facility (MRF) located at the northwest quadrant of the project site and shown in Figure B. Utilities and MH information will be collected within the MRF building. It is assumed no additional information

outside utility line and structures will be required to be located within the MRF building. Mark Thomas will collect topographic data to supplement aerial data (orthophotos & DTM) provided by WPWMA.

In conjunction with collecting SUE markings for the site shown in Figure A, Mark Thomas will collect design level topographic data for the following areas as shown in the KMZ provide by WPWMA via email on January 16, 2025. Topographic survey will be limited to building corners, above ground surface visible utilities, underground utility markings, concrete/asphalt, dirt and/or original ground spot shots.

1. Buildings at northeast end of site, shown in yellow & magenta below (approx. 525' x 150')





2. Facility entrance area near Athens Ave. (approx. 260' x 260')



3. Scale area north side of site (approx. 150' x 60')



4. Staff entrance along Fiddymont Rd. (approx. 780' x 180')



## **DELIVERABLES**

- Digital Aerial Orthophotos
- As-built Record Maps (obtained during task 2)
- Survey Base Map (ACAD Civil 3D 2024 & PDF)
  - UG Utility Network (no depths)
  - Supplemental Topographic survey

### ***Assumptions and Exclusions:***

*This scope is not intended to uncover material discrepancies. Preserving, re-setting monuments that may be disturbed or destroyed, filing corner records and/or Record of Survey(s) is not part of this scope of work. The construction contractor shall comply with business and professions code 8771 (b) regarding referencing, preserving and reconstructing monuments, whether or not monuments were/are flagged or located in the field prior to construction. Any monument or control point that may be disturbed, damaged or covered during construction must be referenced before operations begin per B&P code section 8771 (b).*

- MT staff will be apprised of all safety hazards and necessary safety training before work begins
- MT field staff will notify/check-in with WPWMA each day before starting work within the facility
- When inside the WPWMA facility MT field staff will work in pairs due to high traffic volume of facility vehicles and trucks. Required 2 Person crew for field work safety.
- Site Access will be provided, including project areas outside of right of way.
- No preparation or implementation of traffic control plans will be required.
- No encroachment permits will be required
- Monument Preservation is not included in this scope of work.
- No Record of Survey is included in this scope of work
- No borings or potholes are included in this scope of work.

### **Disclaimer**


The information presented in this Scope of Work is provided for general guidance and informational purposes only. While we strive to ensure the accuracy and completeness of the methodologies and processes described, there are inherent limitations and uncertainties in utility locating and mapping. The following points highlight key considerations and limitations:

1. **Detection Limitations:** Detecting all utilities cannot be guaranteed due to various factors such as material composition, depth, signal interference, incomplete or inaccurate record information, and environmental conditions. These variables can affect the ability to accurately locate and identify utilities.
2. **Approximate Horizontal Positions:** The horizontal positions of utilities depicted in the designation deliverables and marked in the field are considered approximate. To obtain precise horizontal and vertical locations, it is necessary to perform Quality Level “A” Test Holes through potholing or vacuum excavation. The depth captured by EM locator is to the center of the signal. Depth measurement precision based by the manufacturer is +/- 3%.
3. **Nonmetallic Utilities:** Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced using electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be employed in an attempt to identify these non-metallic utilities. However, GPR results can be influenced by factors including pipe size, depth, soil conditions, rebar presence, and subsurface groundwater. The depth captured by the GPR equipment is to the top of pipe. Depth measurement precision based by the manufacturer is 10% of depth.
4. **811 Dig Alert:** The use of this SUE service does not absolve others of their responsibility to notify 811 Dig Alert prior to any excavation activities. It is essential for all parties involved in excavation to follow appropriate notification and safety procedures to prevent damage to underground utilities.

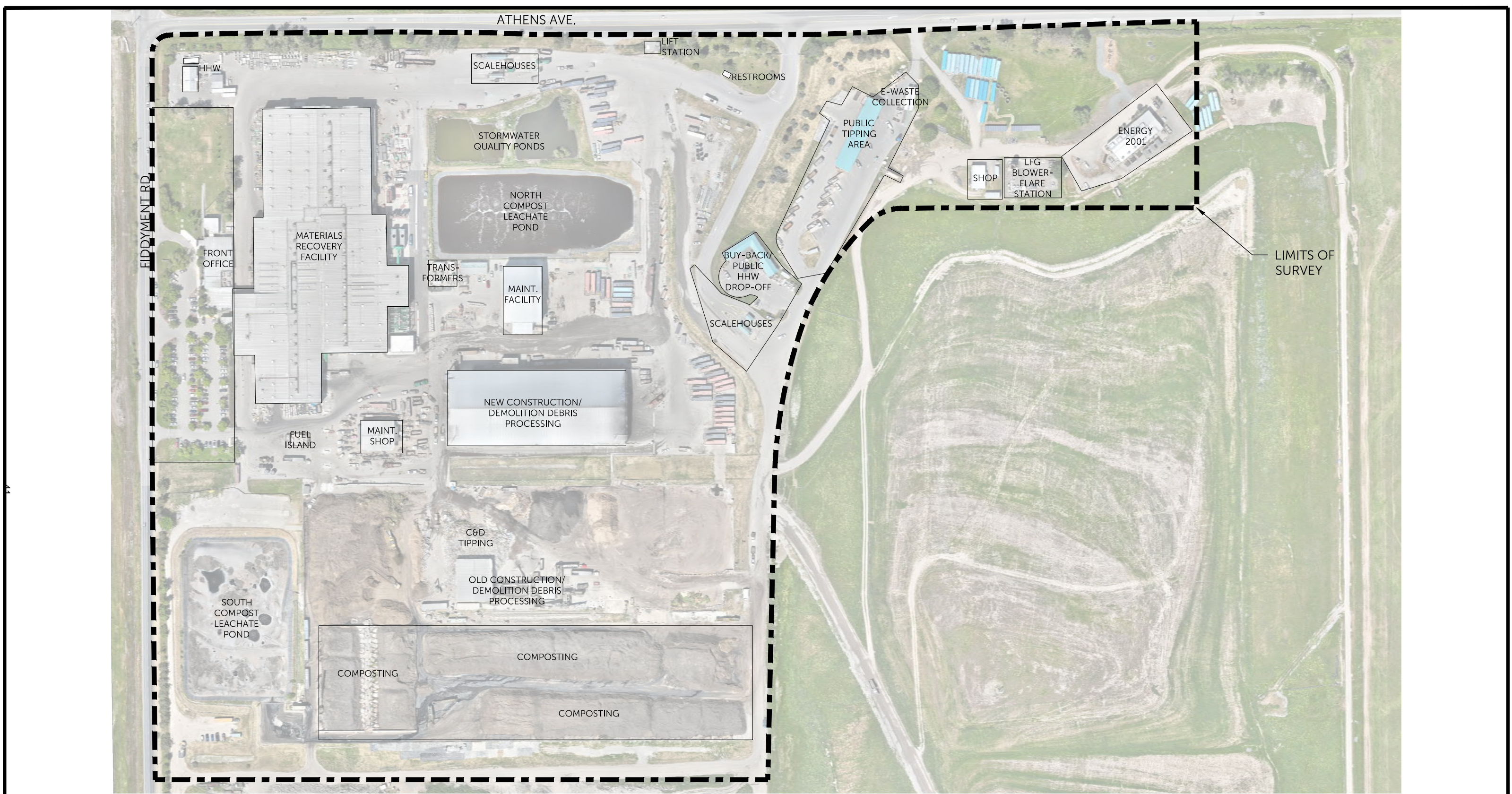
MARK THOMAS

**DRAFT**

Sam McIntyre, LS  
Sr. Survey Manager-Shareholder

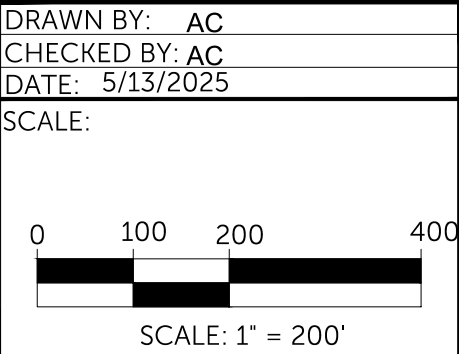
 <b>MARK THOMAS</b> *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.	Mark Thomas												bconsultar	TOTAL COST
	Survey Division Manager \$350	Survey Manager II \$295	Project Surveyor II \$235	Asst Surveyor II \$170	Survey Specialist II \$180	Lead Survey Technician \$155	Survey Technician II \$150	SUE Program Manager \$300	2-Person Crew (OE3) \$395	Utility Locator (North) \$200	Sr. Project Coordinator \$185	Total Hours	CivilGrid (Record Utility Maps)	
<b>1.0 Survey</b>														
1.1 Subsurface Mapping & Project Control	2	2	4		16		24	20		240	18	326	3,300	\$69,505
1.2 Supplemental Topographic Survey	4	8	20	16		20	80		90		8	246		\$63,310
<b>Subtotal Phase 1</b>	<b>6</b>	<b>10</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>20</b>	<b>104</b>	<b>20</b>	<b>90</b>	<b>240</b>	<b>26</b>	<b>572</b>	<b>\$3,300</b>	<b>\$132,815</b>
<b>TOTAL HOURS</b>	<b>6</b>	<b>10</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>20</b>	<b>104</b>	<b>20</b>	<b>90</b>	<b>240</b>	<b>26</b>	<b>572</b>	<b>0</b>	
<b>OTHER DIRECT COSTS: (Mileage)</b>													<b>\$0</b>	<b>\$3,058</b>
<b>TOTAL COST</b>	<b>\$2,100</b>	<b>\$2,950</b>	<b>\$5,640</b>	<b>\$2,720</b>	<b>\$2,880</b>	<b>\$3,100</b>	<b>\$15,600</b>	<b>\$6,000</b>	<b>\$35,550</b>	<b>\$48,000</b>	<b>\$4,810</b>		<b>\$3,300</b>	<b>\$135,873</b>
<b>O. OPTIONAL TASKS</b>														
O.1 Utility Investigation CCTV					10			10		80		100	-	\$20,800
<b>Subtotal Optional Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>100</b>	<b>\$0</b>	<b>\$20,800</b>
<b>TOTAL HOURS - OPTIONAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>100</b>	<b>0</b>	
<b>OTHER DIRECT COSTS - OPTIONAL (Mileage)</b>													<b>\$0</b>	<b>\$896</b>
<b>TOTAL COST - OPTIONAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$16,000</b>	<b>\$0</b>		<b>\$0</b>	<b>\$21,696</b>





**NOTES:**

- 1. TASK 1 - SUBSURFACE UTILITY DETECTION AND TASK 2 - UTILITY INVESTIGATION CCTV SHALL BE PERFORMED FOR ALL UTILITIES ENCOUNTERED WITHIN THE LIMITS OF SURVEY IDENTIFIED IN THIS EXHIBIT. SUBSURFACE UTILITY DETECTION AND UTILITY INVESTIGATION CCTV WILL OCCUR OUTSIDE OF ALL BUILDING FOOTPRINTS AND CORNERS, WITH THE EXCEPTION OF THE MATERIALS RECOVERY FACILITY, WHERE INDOOR UNDERGROUND UTILITY DETECTION AND CCTV WILL BE PROVIDED.
- 2. AREAS OUTLINED IN THIS EXHIBIT ARE AREAS OF PARTICULAR INTEREST, FOR WHICH WPWMA EXPECTS A DETAILED SURVEY TO BE PERFORMED AS PART OF THIS AGREEMENT.



**WESTERN PLACER  
WASTE MANAGEMENT AUTHORITY**  
3013 FIDDYMENT ROAD  
ROSEVILLE, CALIFORNIA 95747  
(916) 543-3960  
[www.wpwma.ca.gov](http://www.wpwma.ca.gov)

**SITE TOPOGRAPHIC SURVEY**  
EXHIBIT F

SHEET  
EXH F



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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** *WS*  
SUBJECT: **ITEM 7D: PURCHASE OF A FLEET VEHICLE**

DATE: **JULY 10, 2025**

**RECOMMENDED ACTION:**

1. Authorize the General Manager to purchase a heavy-duty pickup truck for a total not to exceed cost of \$71,688.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

The WPWMA has historically relied on and paid Placer County fleet services to provide operational vehicles. Consistent with the WPWMA's efforts to reduce its reliance on Placer County services as well as decrease operational costs where possible, staff has initiated procurement of three vehicles for use at the facility. Of these, two of the vehicles cost approximately \$39,000 each; less than the General Manager's \$50,000 spending authority granted by your Board at the October 10, 2024 meeting.

The third vehicle, a Chevy Silverado 3500 heavy-duty pickup truck, exceeds the General Manager's spending authority and therefore requires your Board's approval before staff can finalize the purchase. This specialized truck provides features including towing and an auxiliary diesel fuel tank to support heavy equipment necessary for WPWMA's expanded landfill gas and other operations.

**ENVIRONMENTAL CLEARANCE:**

The procurement of a passenger vehicle is not considered a project under the California Environmental Quality Act.

**FISCAL IMPACT:**

The WPWMA currently pays Placer County approximately \$2,500 per month for older, less robust and reliable vehicles. Proceeding with the purchase of dedicated WPWMA vehicles is expected to provide more reliable transportation and should result in cost savings to the WPWMA within five years.

The cost of the recommended heavy-duty pickup truck is \$71,688. Funding for procurement of WPWMA-owned vehicles is included in the FY 2025/26 Budget approved by your Board at the June 12, 2025 meeting.

**STRATEGIC PLAN/GOALS:**

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

GOAL 5 – Maintain fiscally responsible systems.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 10, 2025**  
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** 25  
SUBJECT: **ITEM 7E: PROJECT 01894 – MODULE 6 EXCAVATION NOTICE OF COMPLETION**

**RECOMMENDED ACTION:**

1. Adopt Resolution 25-06 accepting Project 01894 – Module 6 Excavation and Soil Stockpiling (Project) as complete and authorizing the General Manager or designee to execute and file the attached Notice of Completion.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

At the August 11, 2022 meeting, your Board authorized an agreement with De Silva Gates Construction for the Project which included stockpiling approximately 1,000,000 cubic yards of soil on top of closed Modules 1, 2, 10, and 11 for long-term storage.

While the Project was substantially complete in December of 2022, staff continued working through regulatory issues regarding the soil stockpile, which prolonged final completion. To date, no regulatory action has been taken, and staff feels confident that the contractor has completed their work to WPWMA's satisfaction.

A total of **five** change orders were issued, a summary of which is included with the attached supplemental information sheet.

**ENVIRONMENTAL CLEARANCE:**

Filing the Notice of Completion is not considered a "project" pursuant to California Environmental Quality Act Guidelines, Article 20, Section 15378 as it is an administrative activity that will not result in a physical change in the environment.

An Environmental Impact Report (EIR) for the Western Regional Sanitary Landfill, including landfill construction projects, was certified by your Board in August of 1996; a supplemental EIR was certified by your Board in August of 2000. No further environmental review is required.

**FISCAL IMPACT:**

The initial construction budget for the project was \$ \$6,043,000; the final construction cost, inclusive of the **five** change orders, was \$ **\$6,025,239.02**. This was an anticipated expense included in the appropriate FY Budgets.

ATTACHMENTS: RESOLUTION 25-06  
SUPPLEMENTAL INFORMATION SHEET

RECORDING REQUESTED BY  
Western Placer Waste Management Authority

AND WHEN RECORDED MAIL TO

NAME Western Placer Waste Management Authority

ADDRESS 3013 Fiddymment Road

CITY, STATE/ZIP Roseville, CA 95747

SPACE ABOVE FOR RECORDER'S USE

## NOTICE OF COMPLETION

(RES. NO. 25-06)

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  
**Western Placer Waste Management Authority, 3013 Fiddymment Road, Roseville, CA 95747**
2. That the full name and address of the Owner of said interest or estate are set forth in the preceding paragraph.
3. That the true nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the 14th day of January 2021, the following work of improvement on the real property herein described was completed: **Module 6 Excavation and Soil Stockpiling (Project # 01894)**
5. That the name and address of the original contractor, if any, for said work of improvement was:  
**DeSilva Gates Construction, LLC  
11555 Dublin Boulevard  
Dublin, CA 94568**
6. That the real property herein referred to is situated in the County of Placer, State of California, and is described as the  
**Western Regional Sanitary Landfill**

\_\_\_\_\_  
General Manager  
Western Placer Waste Management Authority

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

### STATE OF CALIFORNIA COUNTY OF PLACER

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

# NOTICE OF COMPLETION SUPPLEMENTAL INFORMATION SHEET

DATE: July 10, 2025

PROJECT:

PROJECT NAME: Module 6 Excavation and Stockpiling Project

CONTRACTOR: DeSilva Gates Construction

## SUMMARY OF EXPENDITURES

ORIGINAL CONTRACT AMOUNT	\$ 6,043,000.00
ADDITIVE CHANGE ORDERS	\$233,413.34
DEDUCTIVE CHANGE ORDERS	(\$251,174.32)
<b>TOTAL CONTRACT EXPENDITURES</b>	<b>\$ 6,025,239.02</b>

## SUMMARY OF CHANGE ORDERS

CCO #	Task Description	Total
1		\$ 34,978.00
2		\$7,174.50
3		\$ 64,903.09
4		\$ 46,560.25
5*	Deductions for unspent budget due to decrease in overall construction quantities.	(\$171,376.82)
<b>Total</b>		<b>\$ (17,760.98)</b>

\*Change Order 5 contained a duplicate reduction for Line Item 14 that was already covered in Change Order 2. This amount is administrative and did not affect the final amount that DeSilva Gates was paid. Please ignore CO item 5-4

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 10, 2025**  
FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** *WS*  
SUBJECT: **ITEM 8A: LANDFILL GAS SYSTEM OPERATION AND MAINTENANCE SERVICES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign an Agreement with Tetra Tech BAS, Inc. (Tetra Tech) for landfill gas (LFG) system operation, maintenance, and training services at the Western Regional Sanitary Landfill (WRSL) for one year for a total not-to-exceed cost of \$1,181,793
2. Authorize the Chair to sign the Second Amendment to the Agreement with SCS Field Services (SCS) extending LFG system operation and maintenance services at the WRSL three months for a total of \$516,000, increasing the total not-to-exceed cost of the Agreement to \$4,197,164.
3. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

**BACKGROUND:**

WPWMA has historically contracted with a firm to provide operation and maintenance services for the WRSL's LFG system. Consistent with the WPWMA's recent efforts to reduce reliance on consultants, staff identified several advantages to internalizing this operation including potential cost savings, enhanced regulatory compliance, and ease of coordination with other WPWMA contractors impacting LFG operations.

To this end, staff recommend entering into the proposed one-year Agreement with Tetra Tech structured to provide operation and maintenance services while training WPWMA staff to eventually assume operations. Tetra Tech is on Placer County's list of qualified firms and previously provided these services to the WPWMA, and staff feel Tetra Tech is the best suited firm to provide the requested services.

As the Tetra Tech Agreement would not begin until September of this year, staff recommend extending the existing agreement with SCS for three months to ensure continuity of LFG operations and maintenance during the transition of contractors.

The proposed Tetra Tech Agreement and SCS Second Amendment are 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 and Energy 2001's power plant.

**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 SCS Scope of Services is \$516,000. The cost of providing services in the Tetra Tech Scope of Services is \$1,181,793. Funding for both is identified in the FY 2025/26 Budget that your Board approved at the June 12, 2025 meeting.

**STRATEGIC PLAN/GOALS:**

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

GOAL 5 – Maintain fiscally responsible systems.

ATTACHMENT: TETRA TECH SCOPE OF SERVICES  
SCS SECOND AMENDMENT

Contract No.: \_\_\_\_\_

Administering Agency: Western Placer Waste Management Authority

Contract Description: GCCS AND LCRS OPERATIONS, MONITORING,  
MAINTENANCE, AND REPORTING

### CONTRACTOR SERVICES AGREEMENT

This AGREEMENT is made at Roseville, California, as of \_\_\_\_\_, by and between the **WESTERN PLACER WASTE MANAGEMENT ("WPWMA")**, a Joint Powers Authority, and **Tetra Tech BAS, Inc.** ("Contractor") a Texas Corporation authorized to do business in California, who agrees as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** WPWMA shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Contractor shall submit all billings for said services to WPWMA in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **One Million One Hundred Eighty-One Thousand Seven Hundred Ninety-Three Dollars (\$1,181,793.00)** without the prior written approval of WPWMA.
3. **Facilities, Equipment and Other Materials, and Obligations of WPWMA.** Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. WPWMA shall furnish Contractor only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to WPWMA's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Contractor to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

WPWMA: Western Placer Waste Management Authority  
Attn: Will Scheffler, Waste Management Operations Superintendent  
3013 Fiddymont Road  
Roseville, CA 95747  
Phone: (916) 543-3993

CONTRACTOR: Tetra Tech BAS Inc.  
21700 Copley Drive, Suite 200  
Diamond Bar, CA 91765

WPWMA or Contractor 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Western Placer Waste Management Authority

TETRA TECH BAS Inc., CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christine M. Arbogast, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey M. Williams, Chief Financial Officer, Vice President

Approved as to Form

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

Exhibit A: Scope of Services  
Exhibit B: Payment for Services Rendered  
Exhibit C: Facilities, Equipment, and Other Materials and Obligations of WPWMA  
Exhibit D: General Provisions

## **EXHIBIT A SCOPE OF SERVICES**

### **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 in compliance with all applicable laws and regulations and 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 daily 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;
- 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.

Contractor shall perform monthly checks of LFG conveyance piping and leachate risers for LFG leaks. If leaks are discovered, they will be reported immediately to WPWMA and remediated using standard methods of the industry to ensure regulatory compliance.

### ***Quarterly***

Contractor shall perform quarterly monitoring of on-site buildings (i.e., scalehouses, materials recovery facility offices, buyback building, construction and demolition building, maintenance shops, 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 flowing 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.

#### ***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 6 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;
- Daily start each generator powered sump pump and observe the leachate force main for leaks;
- Monitor the daily 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, 6 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;
- Inspect for landfill gas emissions around leachate risers and reseal if necessary;
- 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 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.);
- 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 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.

Note: All heavy equipment labor and HDPE pipe fusion shall be conducted by WPWMA personnel. Contractor personnel may conduct the work only if requested by WPWMA.

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 1 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 3A, 3B subtasks 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 3A 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 3B 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 4 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, WPWMA shall purchase spare parts necessary to complete the approved list. As spare parts are used from the approved inventory, Contractor shall submit written requests to WPWMA to purchase additional replacement spare parts so as to maintain a complete compliment 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 5 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. Contractor shall establish the meeting dates and times and prepare an agenda for the

meetings. Within one (1) week of the meeting, Contractor 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 One Hundred Eighty-One Thousand Seven Hundred Ninety-Three Dollars (\$1,181,793.00)**

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

<b>Task</b>	<b>Description</b>	<b>Budget</b>
1A	LFG Operation, Monitoring, & Maintenance within the BFS	\$120,990
1B	LFG Operation, Monitoring, & Maintenance outside the BFS	\$597,554
1C	LCRS Operation, Monitoring, & Maintenance	\$108,249
2A	Immediate Reports	\$5,000
2B	Biweekly Reports	\$10,000
2C	Monthly Reports	\$35,000
2D	Quarterly Reports	15,000
2E	Annual Reports	\$5,000
3A	Response for WPWMA	\$150,000
3B	Response for Energy	\$5,000
4	Spare Parts/Consumables	\$120,000
5	Air Permitting Support	\$10,000
<b>Total</b>		<b>\$1,181,793</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 SCHEDULE

PERSONNEL	RATE	PERSONNEL	RATE
Administrative Assistant	\$102	Staff Env. Specialist/Scientist I	\$115
Project Clerk	\$91	Staff Env. Specialist/Scientist II	\$127
Project Data Analyst	\$84	Project Env. Specialist/Scientist I	\$139
Office Services Clerk	\$102	Project Env. Specialist/Scientist II	\$159
Project Coordinator	\$153	Project Env. Specialist/Scientist III	\$174
Senior Project Coordinator	\$175	Senior Env. Specialist/Scientist I	\$184
CAD Tech I	\$95	Senior Env. Specialist/Scientist II	\$193
CAD Tech II	\$111	Senior Env. Specialist/Scientist III	\$205
CAD Tech III	\$131	Field Data Collector	\$70
CAD Tech IV	\$151	Staff Planner/Permitter I	\$77
Designer I	\$169	Staff Planner/Permitter II	\$95
Designer II	\$184	Staff Planner/Permitter III	\$102
Designer III	\$203	Project Planner/Permitter I	\$119
Designer IV	\$221	Project Planner/Permitter II	\$131
Staff Engineer I	\$128	Project Planner/Permitter III	\$144
Staff Engineer II	\$139	Project Planner/Permitter IV	\$154
Staff Engineer III	\$151	Senior Planner/Permitter I	\$166
Project Engineer I	\$161	Senior Planner/Permitter II	\$181
Project Engineer II	\$173	Senior Planner/Permitter III	\$193
Project Engineer III	\$184	Senior Planner/Permitter IV	\$213
Senior Engineer I	\$194	Senior Planner/Permitter V	\$232
Senior Engineer II	\$205	Principal Planner/Permitter	\$294
Senior Engineer III	\$217	Architect I	\$139
Supervising Engineer I	\$228	Architect II	\$166
Supervising Engineer II	\$238	Architect III	\$194
Supervising Engineer III	\$250	Architect IV	\$222
Division Engineer I	\$271	Staff Geologist I	\$130
Division Engineer II	\$283	Staff Geologist II	\$140
Principal Engineer	\$309	Staff Geologist III	\$150
Principal	\$332	Project Geologist I	\$160
Senior Principal	\$349	Project Geologist II	\$174
Project Manager	\$182	Project Geologist III	\$184
Project Manager I	\$193	Senior Geologist I	\$194
Project Manager II	\$221	Senior Geologist II	\$205
Project Manager III	\$233	Senior Geologist III	\$217
Project Manager IV	\$244	Supervising Geologist I	\$228
Project Manager V	\$256	Supervising Geologist II	\$238
Senior Project Manager	\$266	Supervising Geologist III	\$250
Program Director	\$316	Principal Geotechnical Eng/Geologist	\$269
Project Advisor*	\$275-\$375	Principal Geotechnical Eng	\$298
Construction Supervisor I	\$184	Soils/Asphalt/Field Technician	\$122
Construction Supervisor II	\$194	Soils/Asphalt/Field Technician - Prevailing Wage	\$149
Construction Supervisor III	\$205	Technician	\$62
Construction Manager I	\$217	Technician I	\$93
Construction Manager II	\$233	Technician II	\$109
Senior Construction Manager	\$271	Senior Technician I	\$121
Principal Construction Manager	\$298	Senior Technician II	\$144
Chief of Survey Parties	\$203	Senior Technician III	\$157
1-Man Survey Party with GPS	\$245	Chief Technician	\$177
2-Man Survey Party	\$363	Senior Operator	\$179

Rates are Effective January 1, 2025 - December 31, 2025. Court Appearance (Expert Witness, Deposition) and Overtime Premium is 150% of Personnel Hourly Rate. \*Rate for Project Advisor to be based on specialized staff required.

IN-HOUSE EXPENSES		OTHER EXPENSES	
3% of Total Personnel Fees		Company and Survey Vehicles	\$17/hour
Personal Vehicle	\$0.65/mile	Other Out-of-Pocket Expenses/Supplies/Travel	Cost + 15%
Company Vehicle	\$0.75/mile	Consultants/Outside/Construction Services	Cost + 15%
		Per Diem for Living Expenses	Federal +15%
		Equipment Usage	See Attached Schedule

Outside services performed by others and direct expenses incurred on the Client's behalf are charged an administrative fee of fifteen (15%) to cover the cost to provide for administration, sub- consultant contract coordination and insurance. Fee to be added to the direct cost of all consultants, vendors, materials, equipment suppliers, other direct costs, and any other outside services.



**EXHIBIT C**  
**FACILITIES, EQUIPMENT, AND OTHER**  
**MATERIALS, AND OBLIGATIONS OF WPWMA**

To permit the Contractor to render the services required herein, the WPWMA shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Provide the Contractor with all existing and available relevant information, although it is primarily the Contractor's responsibility to compile all background information.
3. WPWMA shall promptly review any and all documents and materials submitted by the Contractor.
4. Promptly notify the Contractor of any fault or defect relating to the performance of the Contractor's services herein.
5. Accept waste delivered by Contractor and generated by the work included in this Agreement at no charge subject to the limitations of the WPWMA Waste Acceptance Policy.
6. Provide an office trailer, not accessible nor meeting the requirements for accessibility included in the Americans with Disabilities Act, located adjacent to the Blower/Flare Station and suitable for office use, with functional lights and outlets, and door keys. No furniture, chairs, displays, internet connection, office supplies, or other office amenities shall be provided by the WPWMA.
7. Provide accessible and functional restroom at the public restroom near the facility entrance on Athens Avenue.
8. Provide a 1,500 square foot shop building suitable for shop and storage use, and with functional lights, outlets, and door keys. Shop building shall be used in conjunction with WPWMA personnel and Contractor personnel.
9. Provide a Supervisory Control and Data Acquisition System (SCADA) with automated notification system and reporting system (iFix, Win 911, MS Excel), software license and support for the SCADA workstation computer located in the abovementioned office trailer, with direct data connection only to the blower flare station and SCADA server. Provide the necessary logins, permissions, ect. to view and manipulate the SCADA software on the office trailer computer from common mobile devices. No mobile devices shall be provided by the WPWMA.
10. Provide Tetra Tech's Landfill Gas Information Management System (LFG-IMS) as a data collection, display, and analysis tool for landfill gas data, with the required support, logins, permissions, ect. which Contractor is required to use.
11. Provide the following tools:
  - a) Borescope camera - Pearpoint P342 with camera, 200' push cable, power cord, and display.
  - b) Weather Station -A weather station is located on-site and may be accessed by Contractor to document meteorological conditions; the WPWMA assumes no responsibility as to the accuracy of the weather station data.
  - c) Leachate Flow Meter communication cord (ABB Aquamaster 3)
  - d) Submersible water pump, 2" discharge
  - e) 120V residential grade pond pump
  - f) Electrical generator, 7,500 kW gasoline

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Contractor.

## EXHIBIT D GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the WPWMA. All persons performing services for the Contractor under this Contract shall be employees of the Contractor and not the WPWMA.
2. **Licenses, Permits.** Contractor represents and warrants to WPWMA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
3. **Time.** Contractor shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Contractor obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement.** The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold WPWMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by WPWMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the WPWMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the breach of the contract or agreement or to the extent the above arise out of the negligent, reckless or wrongful acts, errors or omissions of the CONTRACTOR in performance hereunder. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the WPWMA or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of the WPWMA from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term WPWMA means WPWMA or its officers, agents, employees, and volunteers.

**Insurance.** CONTRACTOR shall file with WPWMA concurrently herewith a Certificate of Insurance, in companies acceptable to WPWMA, with a Best's Rating of no less than A-:VII showing.

**Worker's compensation and employers liability insurance.** Worker's Compensation

Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the WPWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the WPWMA upon demand.

**General liability insurance.**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
  - (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of WPWMA, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the WPWMA as noted above. In no cases shall the types of policies be different.

**Endorsements.** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A "The WPWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."

- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

**Automobile liability insurance.** Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**Professional liability insurance (errors & omissions).** Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000. If Contractor sub- contracts in support of Contractor work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

**Additional Requirements:**

**Premium Payments** - The insurance companies shall have no recourse against the WPWMA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

**Policy Deductibles** - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

**CONTRACTOR's Obligations** - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

**Verification of Coverage** - CONTRACTOR shall furnish the WPWMA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the WPWMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The WPWMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Material Breach** - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**5. Contractor Not Agent.** Except as WPWMA may specify in writing Contractor shall have no authority, express or implied, to act on behalf of WPWMA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind WPWMA to any obligation whatsoever.

6. **Assignment/ Subcontracting Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of WPWMA, said approval to be in the sole discretion of WPWMA. Contractor shall not subcontract any portion of the work except as approved in advance and in writing by WPWMA or as set forth in Exhibit A, Scope of Services.

7. **Personnel.**

- A. Contractor warrants that all personnel assigned by Contractor to perform the services are duly trained and qualified to perform the work. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WPWMA, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove and replace any such person immediately upon receiving notice from WPWMA.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Contractor without the prior written consent of WPWMA shall be grounds for cancellation of the agreement by WPWMA, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

8. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to WPWMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

9. **Termination.**

- A. In the event WPWMA, in its sole discretion, deems it in the best interests of the public, WPWMA shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Contractor. In the event WPWMA shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event WPWMA shall terminate this Agreement:
  - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) WPWMA shall have full ownership and control of all such

writings delivered by Contractor pursuant to this Agreement.

- 3) WPWMA shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by WPWMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, WPWMA shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to WPWMA such financial information as in the judgment of the WPWMA is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that WPWMA may have in law or equity.

- B. Contractor may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the WPWMA, and shall provide thirty (30) working days advance written notice to the WPWMA of any such intent to terminate.

**10. Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

**11. Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to WPWMA, and WPWMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until WPWMA is satisfied that work of such value has been rendered pursuant to this agreement. However, WPWMA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

**12. Ownership of Information.** All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of WPWMA, and Contractor agrees to deliver reproducible copies of such documents to WPWMA on completion of the services hereunder. The WPWMA agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.

**13. Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

**14. Conflict of Interest.** Contractor certifies that no official or employee of the WPWMA, nor any business entity in which an official of the WPWMA has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of

this agreement without immediately notifying the WPWMA.

**15. Entirety of Agreement.** This Agreement contains the entire agreement of WPWMA and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

**16. Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

**17. General Compliance With Laws.** The Contractor shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Contractor shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractor agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

Contractor further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Contractor agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

**18. Construction and Interpretation.** It is agreed and acknowledged by SCS Field Services that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.



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

**AGREEMENT:** SCN106242

**DESCRIPTION:** Second Amendment to Agreement for GCCS and LCRS Operations, Monitoring and Maintenance, and Reporting

This Second Amendment is made to be effective as of, from and after the day of \_\_\_\_\_, 2025 and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba **SCS Field Services**, a Virginia Corporation authorized to do business in California (hereinafter referred to as the "Contractor").

### **RECITALS**

1. The WPWMA and Contractor have entered into that certain "Agreement" for the Operation and Maintenance of the Western Regional Sanitary Landfill (WRSL) Gas Collection and Control System (GCCS) and Leachate Collection and Recovery System (LCRS) as of July 31, 2023 for an initial cost of \$1,732,609, (hereinafter referred to as the "Agreement").
2. Contractor has consistently performed GCCS and LCRS operations, monitoring, and maintenance services for the WPWMA through changing conditions and regulations, maintaining a positive working relationship with the WPWMA and its consultants and other contractors.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability in how they are provided, the WPWMA has proposed, and Contractor has agreed to extend the term of the existing Agreement for an up to an additional four-month period for a cost not to exceed Five Hundred Sixteen Thousand Dollars (\$516,000).
4. The WPWMA has notified the Contractor that this will be the last extension of this Agreement and will necessitate the Contractor removing several pieces of equipment and tools from WPWMA's office trailer and shop. WPWMA and the Contractor recognizes this and acknowledges that Contractor staff will work with the WPWMA on reviewing what equipment and tools belong to the Contractor and will be removed off-site.
5. Contractor proposed, and WPWMA agrees, to increase the Agreement budget by \$516,000, for a total not to exceed maximum cost of \$4,197,164 to account for this additional work.
6. 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 Second 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:**

- a. The last sentence in Exhibit B, **Payment For Services Rendered**, shall be replaced with the following sentence:

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Four Million One Hundred Ninety-Seven Thousand One Hundred Sixty-Four Dollars (\$4,197,164.00) without the prior written approval of the WPWMA.”

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 Contractor, this Second Amendment shall be and constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the WPWMA and Contractor have executed this Second Amendment as of the day and year first above written.

Western Placer Waste Management Authority

By: \_\_\_\_\_  
WPWMA Chair

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

SCS Field Services

By: \_\_\_\_\_  
Galen Petoyan,  
Senior Vice President

By: \_\_\_\_\_  
Curtis Jang,  
Senior Vice President/CFO

APPROVED AS TO FORM:

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

**EXHIBIT B.7**  
**PAYMENT FOR SERVICES RENDERED**

Payment to Contractor will be made by the WPWMA on an hourly basis in accordance with Exhibit B-1.4 – Fee Schedule.

Contractor shall submit invoices monthly for work performed describing 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. Contractor shall 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. Contractor shall state hours worked by each individual for the given reporting month. Contractor shall state hourly time in increments of no less than one-quarter ( $\frac{1}{4}$ ) 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 such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. Contractor shall not exceed the individual task budgets set forth in Table 1. Such task budgets may be formally amended by written agreement of Contractor and the WPWMA Executive Director or designee. The total amount payable for all services provided under this Agreement shall not exceed Four Million One Hundred Ninety-Seven Thousand One Hundred Sixty-Four Dollars (\$4,197,164.00)

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

<b>Task</b>	<b>Description</b>	<b>Existing Budget</b>	<b>Second Amendment</b>	<b>Total</b>
1A	LFG Operation, Monitoring, & Maintenance within the BFS	\$295,472.00	\$64,000.00	\$359,472.00
1B	LFG Operation, Monitoring, & Maintenance outside the BFS	\$772,946.00	\$136,000.00	\$908,946.00
1C	LCRS Operation, Monitoring, & Maintenance	\$731,498.00	\$30,000.00	\$761,498.00
2A	Immediate Reports	\$8,808.00	\$0.00	\$8,808.00
2B	Biweekly Reports	\$35,232.00	\$0.00	\$35,232.00
2C	Monthly Reports	\$80,748.00	\$0.00	\$80,748.00
2D	Quarterly Reports	\$29,488.00	\$6,000.00	\$35,488.00
2E	Semi Annual Reports	\$21,320.00	\$0.00	\$21,320.00
2F	Annual Reports	\$7,912.00	\$0.00	\$7,912.00
3	Flare Source Testing	\$20,685.00	\$0.00	\$20,685.00
4A	Response for WPWMA	\$360,000.00	\$250,000.00	\$610,000.00
4B	Response for Energy	\$10,000.00	\$0.00	\$10,000.00
4C	Response for Landfill Operator	\$180,000.00	\$0.00	\$180,000.00
5A	Wellfield Design & Bid	\$50,000.00	\$0.00	\$50,000.00
5B	Wellfield Build	\$742,055.00	\$0.00	\$742,055.00
5C	Wellfield Construction Management and CQA	\$45,000.00	\$0.00	\$45,000.00
6	Spare Parts/Consumables	\$270,000.00	\$30,000.00	\$300,000.00
7	Air Permitting Support	\$20,000.00	\$0.00	\$20,000.00
<b>Total</b>		<b>\$3,681,164.00</b>	<b>\$516,000.00</b>	<b>\$4,197,164.00</b>