



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

FEBRUARY 12, 2026 5:30 PM

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

Teleconference Meeting Location:
6639 Mira Mesa Blvd., San Diego 92121

The WPWMA Board of Directors FEBRUARY 12, 2026 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. 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. 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 Landon)
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. Auditor's Report (Andy Sisk) ---
The supplemental document associated with this item is available at the WPWMA's administrative offices and online at <https://wpwma.ca.gov/about-us/meetings-agendas/>
 - c. Financial Reports (Stephen Fink) Pg. 5
 - d. Monthly Tonnage Reports (Will Scheffler) Pg. 7
 - e. Operator Update and Quarterly Report (FCC) Pg. 13
 - f. Facility Projects Update (Ryan Schmidt) Pg. 23

7. Consent Agenda

- a. Minutes of the Board Meeting held January 8, 2026 Pg. 25
Approve as submitted.
- b. Fourth Amendment to the Lease Agreement with AMOS (Eric Oddo) Pg. 29
 - 1. Authorize the Chair to execute the Fourth Amendment to the Lease Agreement with the Associated Modelers of Sacramento extending the term of the lease to June 30, 2030.
 - 2. Determine the recommended action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Sections 15304 and 15305.
- c. 2026 Board Meeting Schedule (Eric Oddo) Pg. 33
 - 1. Adopt Resolution 26-01 establishing the WPWMA Board meeting dates for calendar year 2026.
 - 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

8. Action Items

- a. Fourth Amendment to the Agreement with SCS Engineers for Aquifer Testing (Ryan Schmidt) Pg. 35
 - 1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute the Fourth Amendment to the Aquifer Pump Test and Feasibility Agreement with SCS Engineers to provide additional professional services related to the WPWMA's groundwater Corrective Action Plan for an amount not to exceed \$338,000, increasing the total not-to-exceed cost of the Agreement to \$1,216,686.
 - 2. Approve a FY 2025/2026 Budget Amendment to cancel reserves and increase the spending authority in Account 54480 Land Improvements in the amount of \$338,000.
 - 3. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15306.
- b. BioFiltro Design/Build Agreement and Operations and Maintenance Agreement (Ryan Schmidt) Pg. 41
 - 1. Approve Resolution No. 26-02, making findings that competitive procurement for the proposed project is not required due to the proprietary technology utilized in the project; authorizing the General Manager, upon review and approval by WPWMA Counsel, to execute the Design/Build Agreement with BioFiltro USA for the construction of a landfill leachate pre-treatment system for a maximum cost of \$1,736,428; and authorizing the General

Manager, upon review and approval by WPWMA Counsel, to execute the Operations and Maintenance Agreement with BioFiltro USA for the operation of the landfill leachate pre-treatment system for a maximum cost of \$840,000 over five years.

2. Approve a FY 2025/2026 Budget Amendment to cancel reserves and increase the spending authority in account 54480 Land Improvements in the amount of \$1,736,428.
3. Determine that the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines.

9. Election of Officers (Scott Scholz) Pg. 123
Elect officers for calendar year 2026.

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
December 2025

	Year to Date					
	Annual Budget	Budget	Actuals	\$ Variance	% Variance	Notes
Revenue						
42005:Fair Market Value Adjustment	-	-	-	-	-	
4210:Investment Income						
Interest / Investment Income	837,480	418,740	581,383	162,643	38.8%	Placer County Investment Income performing better than budgeted
Interest with Fiscal Agent	290,747	145,374	360,720	215,347	148.1%	Series A Bond 2022 interest performing better than budgeted
42030:Rents and Concessions	508,130	254,065	171,130	(82,935)	-32.6%	No royalties from Energy 2001 received for Oct. In addition, royalties are less than projected.
44270:State Aid - Other Programs	3,997,286	-	-	-	-	No Cal Recycle grant revenue received YTD.
46240:Sanitation Services - Other	28,278	-	-	-	-	This will post via a reclass at the end of fiscal year, roads improvements related revenue.
46250:Solid Waste Disposal	50,468,847	24,792,740	25,302,153	509,412	2.1%	Trending slightly better than budgeted
46360:Other Fees and Charges	-	-	174	174	-	
48030:Miscellaneous	50,000	25,000	730,070	705,070	2820.3%	Financing fees and liquidated damages assessment against FCC. 2 significant LDs in December, 262.7k Disincentive 3rd Quarter, 215.5k LD for November MRF delays.
49040:Gain/Loss on Fixed Asset Disposal	-	-	-	-	-	
49080:Operating Transfers In						
Total Revenue	56,180,768	25,635,919	27,145,629	1,509,710	5.9%	
Expenses						
Capital Assets:						
54430:Buildings & Improvements	4,278,954	1,032,601	-	1,032,601	100.0%	No Charges realized from FCC YTD.
54450:Equipment	1,844,811	461,203	206,814	254,389	55.2%	1.2 million equipment costs expensed in FY2025. Vehicles only purchased in FY2026.
54470:Infrastructure	2,230,000	200,000	-	200,000	100.0%	No charges realized YTD.
54480:Land Improvements	1,200,000	350,000	148,618	201,382	57.5%	Costs predominately related to Module 6 construction and repairs, minimal charges paid YTD.
Operating Expenses:						
51010:Wages and Salaries	3,785,509	1,892,755	1,759,188	133,566	7.1%	Exec Admin position, and Associate Engineer position unfilled, Eng Tech also budgeted and unfilled.
52030:Clothing and Personal	7,950	3,975	3,280	695	17.5%	
52040:Communication Services Expense	7,500	3,750	3,244	506	13.5%	
52050:Food	1,000	500	2,889	(2,389)	-477.8%	Drinking water, Lunch and Learn food purchases, BOD food purchases
52060:Household Expense	1,500	750	694	56	7.4%	
52080:Insurance	837,300	418,650	567,767	(149,117)	-35.6%	Alliant insurance services higher than projected. In addition, vehicle 6 month policy purchased for 6k. Placer County ISF charges are 136k per quarter, significantly higher than projected.
52140:Parts	1,000	500	2,512	(2,012)	-402.4%	Seat covers and floor mats for new Colorado 1.2k
52160:Maintenance	104,508	52,254	54,921	(2,667)	-5.1%	Timing differences of maintenance needs.
52161:Maintenance - Building	15,000	15,000	1,432	13,568	90.5%	Limited YTD Building Maintenance
52170:Fuels & Lubricants	30,000	15,000	11,651	3,349	22.3%	Anticipated projects not yet started, Parking lot grading, west property berms.
52180:Materials - Buildings & Improvements	10,000	5,000	10,415	(5,415)	-108.3%	Perf Pipe and End Caps for Mod 6 LCRS Expansion, \$5.3k. 2 Generators \$2.6k, Leachate
52220:Laboratory Supplies	12,500	6,250	4,903	1,347	21.6%	Additional California Lab order/testing for SW1 related to Leachate spill.
52240:Professional / Membership Dues	12,000	6,000	5,120	880	14.7%	
52250:Services and Supplies	3,000	1,500	-	1,500	100.0%	
52260:Mis C Expense	200	100	530	(430)	-430.0%	
52320:Printing	20,000	10,000	29,606	(19,606)	-196.1%	New Scalehouse ticket vendor charging higher than expected. Reverting back to old vendor.
52330:Other Supplies	32,000	16,000	7,482	8,518	53.2%	Office supplies, paper, toner, other stationary down YTD.
52340:Postage	3,000	1,500	1,701	(201)	-13.4%	
52360:Prof. & Special Svcs - General	3,552,546	1,776,273	1,315,557		25.9%	SCS and Tetra Tech are behind on FY2026 billings related to the Gas System. In addition, credit card fee processing is lower than originally budgeted.
52370:Professional and Special Services - Legal	300,000	150,000	42,843	107,157	71.4%	Legal needs trending lower than budget.
52380:Prof. & Special Svcs - Tech., Eng. & Env.						
SC3140 Building Maintenance Install and Repair Ser	25,000	12,500	10,642	1,858	14.9%	3D technology services removal and replacement of 2 flare tower cameras July \$9k
SC3180 MRF Operations	29,847,543	13,265,348	14,636,989	(1,371,641)	-10.3%	More waste is going toward MRF for initial processing, rather than direct haul to landfill.
SC3190 Landfill Operations	2,958,654	1,479,327	694,528	784,799	53.1%	More waste is going toward MRF for initial processing, rather than direct haul to landfill.
SC3320 Environmental and Ecological Services	40,000	20,000	20,186	(166)	-0.9%	Slightly higher than projected Placer County Environmental Utilities staff costs.
SC3322 Hazardous Waste	500	250	-	250	100.0%	Required hydroseeding done during October.
52390:Prof. & Special Svcs - County	138,000	69,000	75,000	(6,000)	-8.7%	County special services charges, actual to budget discrepancies related to timing.
52400:Prof. & Special Svcs - IT	100,000	50,000	82,717	(2,717)	-65.4%	Placer County IT Core Charges and Countwide Systems billings trending higher than budget.
52440:Rents and Leases - Equipment	100,000	50,000	36,562	13,438	26.9%	Dozer rental, Holt of California. Regrade the surface of landfill for water damage.
52450:Rents and Leases - Buildings & Improvements	100	50	-	50	100.0%	
52460:Small Tools & Instruments	3,000	1,500	2,241	(741)	-49.4%	
52470:Employee Benefit Systems	20,000	10,000	11,652	(1,652)	-16.5%	HR ISF charges trending higher than budget
52480:PC Acquisition	50,000	25,000	1,235	23,765	95.1%	Minimal PC purchases YTD.
52510:Commissioner's Fees	6,000	3,000	1,400	1,600	53.3%	
52540:Signing & Safety Material	15,000	7,500	94	7,406	98.7%	
52560:Small Equipment	10,000	5,000	13,262	(8,262)	-165.2%	McElroy Fusion Welder Accessories, \$9.2k
52570:Advertising	506,635	253,318	177,540	75,777	29.9%	More spending to come later in the year.
52580:Special Department Expense	10,000	2,500	1,956	544	21.8%	
52781:Employee Engagement Expense	2,500	1,250	715	535	42.8%	
52785:Training / Education	15,000	3,750	163	3,587	95.7%	Training/education to be done later in the year.
52790:Transportation and Travel	30,000	15,000	7,160	7,840	52.3%	No fleet costs after July 2025, WPWMA purchased vehicles, annual cost should be closer to 10k.
52800:Utilities	160,000	80,000	66,094	13,906	17.4%	Trending lower than projected YTD, sewer fees are billed annually later in the fiscal year.
52810:Operating Materials	2,000	1,000	310	690	69.0%	
53050:Debt Issuance Costs	-	-	-	-	-	
53060:Bond Interest	4,360,770	2,180,385	1,795,312	385,073	17.7%	Actual to budget difference is due to Bond Interest Proceeds with Fiscal Agent, being used to offset the debt payments.
53190:Taxes and Assessments	426,602	213,301	102,852	110,449	51.8%	NOV-5953 Accrued at \$170k, Actual Settlement of \$50k. Creating a \$120k Annual Budget Surplus.
53250:Contributions to Other Agencies	287,895	287,895	287,895	-	0.0%	
53390:Transfer Out A-87 Costs	15,000	7,500	4,360	3,141	41.9%	
55510:Operating Transfer Out	-	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	-	-	-	
59000:Appropriation for Contingencies						
Total Expenses	57,540,477	24,463,933	22,212,030	2,251,903	9.2%	
Net Income/(Loss)	(1,359,708)	1,171,986	4,933,600	3,761,613	321.0%	

Additional non Income Statement Transactions:

Bond Proceeds	5,373,765	1,843,803	1,843,803	100.0%
Planned use of Reserves	2,850,000	1,425,000	1,425,000	100.0%
Total with Bond Proceeds and Reserves	6,864,057	4,440,789	4,933,600	7,030,417

Notes:

1. 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.
2. Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
3. Additional non Income Statement Transactions reflect amounts from WPWMA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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Fiscal Year 2025-2026

Combined Revenue

Month	Budget	Actual	Variance
Jul	\$4,246,987	\$4,390,621	\$143,634
Aug	\$4,106,583	\$4,030,242	(\$76,341)
Sep	\$4,246,501	\$4,091,655	(\$154,846)
Oct	\$4,329,871	\$4,426,425	\$96,554
Nov	\$4,052,986	\$3,973,407	(\$79,579)
Dec	\$4,294,654	\$4,455,941	\$161,287
Jan	\$4,268,591	\$4,453,385	\$184,794
Feb	\$3,843,061		
Mar	\$4,353,120		
Apr	\$4,558,131		
May	\$4,466,077		
Jun	\$4,226,592		
Totals:	\$50,993,154	\$29,821,675	\$275,502

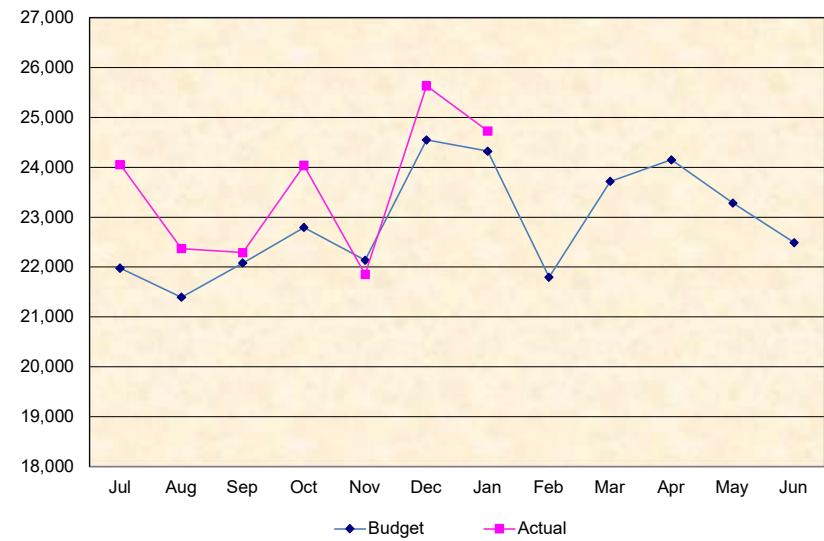


Combined Tipping Fee Revenue Year to Date

Budget	\$29,546,173
Actual:	\$29,821,675
Variance	\$275,502

MSW Tonnage

Month	Budget	Actual	Variance
Jul	21,976	24,053	2,077
Aug	21,395	22,371	975
Sep	22,080	22,289	209
Oct	22,793	24,038	1,244
Nov	22,137	21,854	(283)
Dec	24,550	25,637	1,087
Jan	24,323	24,726	403
Feb	21,795		
Mar	23,720		
Apr	24,151		
May	23,282		
Jun	22,492		
Totals:	274,694	164,967	5,712

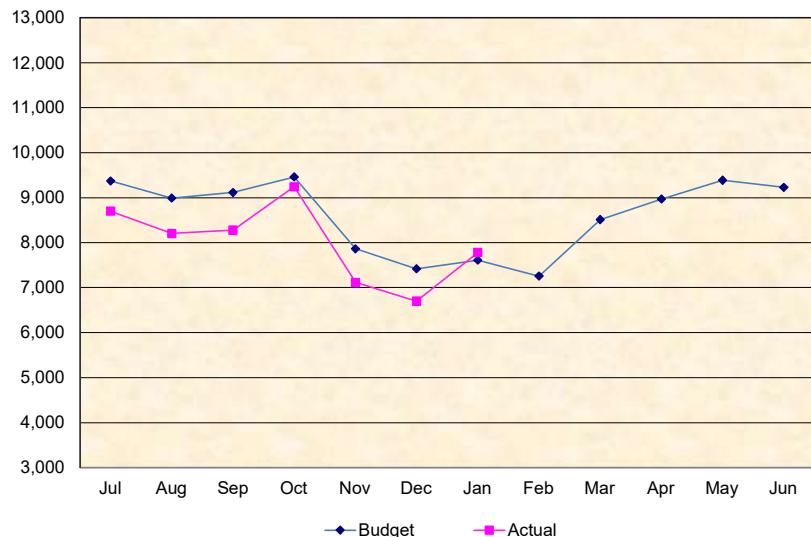


MSW Tonnage Year to Date

Budget:	159,255
Actual:	164,967
Variance	5,712

C&D Tonnage

Month	Budget	Actual	Variance
Jul	9,371	8,701	(670)
Aug	8,992	8,205	(787)
Sep	9,114	8,278	(836)
Oct	9,460	9,242	(218)
Nov	7,865	7,116	(750)
Dec	7,418	6,698	(720)
Jan	7,611	7,781	170
Feb	7,258		
Mar	8,511		
Apr	8,967		
May	9,385		
Jun	9,228		
Totals:	103,181	56,021	(3,811)



C&D Tonnage Year to Date

Budget: 59,831
 Actual: 56,021
 Variance (3,811)

Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	435	519	84
Aug	344	425	81
Sep	375	340	(35)
Oct	407	483	76
Nov	422	304	(117)
Dec	289	343	54
Jan	374	306	(68)
Feb	301		
Mar	430		
Apr	410		
May	459		
Jun	302		
Totals:	4,547	2,720	75



Sludge & Mixed Inerts Tonnage Year to Date

Budget: 2,645
 Actual: 2,720
 Variance 75

Green Waste Tonnage

Month	Budget	Actual	Variance
Jul	4,219	4,685	466
Aug	4,380	3,976	(404)
Sep	4,598	4,475	(123)
Oct	4,950	4,810	(139)
Nov	5,255	5,696	441
Dec	5,683	6,928	1,245
Jan	5,241	6,728	1,487
Feb	4,357		
Mar	5,435		
Apr	6,469		
May	5,924		
Jun	4,747		
Totals:	61,258	37,298	2,973



Green Waste Tonnage Year to Date

Budget:	34,325
Actual:	37,298
Variance	2,973

Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	289	292	3
Aug	325	272	(53)
Sep	278	292	14
Oct	276	309	33
Nov	242	255	13
Dec	327	315	(12)
Jan	319	286	(34)
Feb	242		
Mar	261		
Apr	268		
May	244		
Jun	259		
Totals:	3,329	2,020	(35)

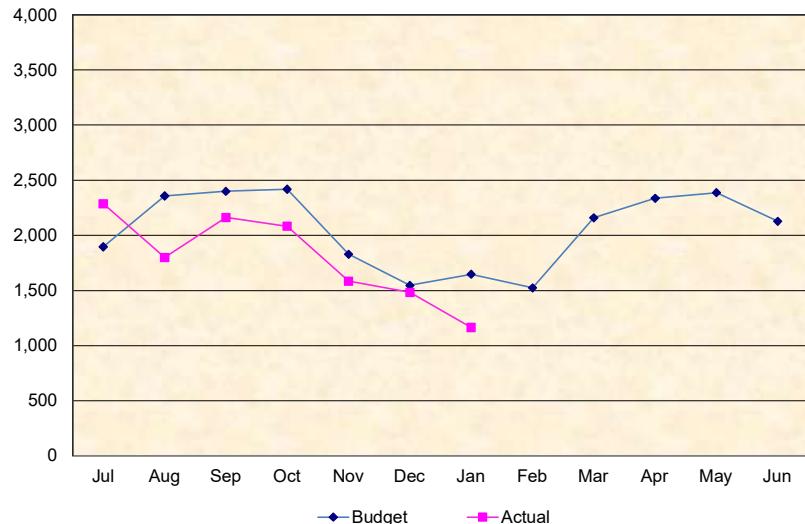


Food Waste Tonnage Year to Date

Budget:	2,055
Actual:	2,020
Variance	(35)

Inerts Tonnage

Month	Budget	Actual	Variance
Jul	1,896	2,287	390
Aug	2,358	1,800	(558)
Sep	2,401	2,163	(238)
Oct	2,419	2,083	(337)
Nov	1,828	1,585	(243)
Dec	1,546	1,483	(63)
Jan	1,648	1,166	(482)
Feb	1,524		
Mar	2,160		
Apr	2,338		
May	2,387		
Jun	2,129		
Totals:	24,634	12,566	(1,530)

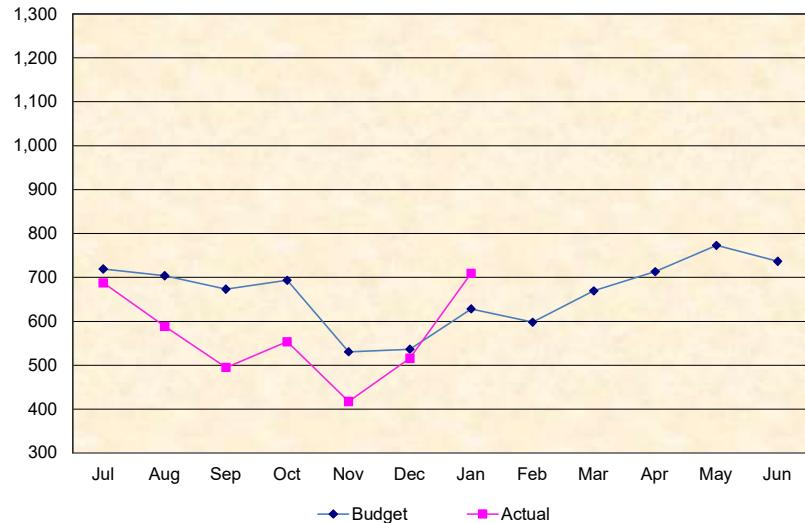


Inerts Tonnage Year to Date

Budget: 14,096
 Actual: 12,566
 Variance (1,530)

Wood Tonnage

Month	Budget	Actual	Variance
Jul	719	687	(32)
Aug	704	589	(115)
Sep	673	495	(178)
Oct	694	553	(140)
Nov	531	417	(113)
Dec	536	516	(20)
Jan	628	710	82
Feb	598		
Mar	669		
Apr	713		
May	773		
Jun	736		
Totals:	7,974	3,967	(517)



Wood Tonnage Year to Date

Budget: 4,485
 Actual: 3,967
 Variance (517)

Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	\$27,357	\$34,678	\$7,321
Aug	\$27,422	\$35,012	\$7,589
Sep	\$23,409	\$32,262	\$8,853
Oct	\$24,286	\$32,087	\$7,801
Nov	\$23,166	\$30,887	\$7,720
Dec	\$21,230	\$29,051	\$7,821
Jan	\$22,401	\$35,585	\$13,184
Feb	\$23,180		
Mar	\$23,745		
Apr	\$23,947		
May	\$28,137		
Jun	\$26,878		
Totals:	\$295,159	\$229,561	\$60,290



Miscellaneous Tipping Fee Revenue Year to Date

Budget:	\$169,272
Actual:	\$229,561
Variance	\$60,290

Miscellaneous tipping fee revenue reflects tipping fees received from tires, treated wood waste, appliances, and water treatment plant sludges.

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MATERIALS RECOVERY FACILITY
QUARTERLY OPERATIONS REPORT
ENDING December 31st, 2025

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

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OPERATIONS REPORT
Material Recovery Facility Operation
Quarter Ending December 31st, 2025

Executive Summary

In the Fourth Quarter (Q4) of 2025, FCC Environmental Services California, LLC (FCC) operations continued to navigate anticipated and unforeseen challenges inherent to running all facilities while simultaneously, remaining steadfast in its pursuit of enhanced efficiency and processing capabilities.

FCC continues to work with the VanDyk team in the New MRF Facility making improvements to its operation and compliance while continuing to reduce diversion to the landfill. FCC has been able to keep the daily tip floor volume under control since mid-November which has reduced the waiting time to dump for municipalities and general public. This has also allowed the stop all routine daily diversion of MSW to the landfill effective 11/14/2025.

FCC pushed through some obstacles with the shredders in the new facility, however they were able to navigate through it with temporary fixes using the Ecoverse shredder already onsite and then transition back to the M&J permeant shredders once adjustments had been made. In Early December this switch back allowed for increased throughput volume and processing volume to the system and the elimination of the Ecoverse inside of MRF.

FCC continues to see improvement in the amount and quality of the recovered materials from this operation.

The Construction and Demolition operation has seen great improvement as it streamlines its operation on the new facility and continues to work toward maximizing the efficiency and recovery at the facility.

FCC secured procurement commitments to exceed the SB1383 procurement totals for 2025 and continues to expand its customer base for finished compost and securing procurement commitments for SB1383 procurement for 2026. FCC sold 7,484.17 tons of compost during the quarter bringing the total for 2025 to 26,694.79 tons. Operational modifications continued to be implemented to increase processing capacity and reduce environmental impact.

Collaboration with WPWMA for SB 1383 procurement compliance continues to demonstrate FCC's commitment to regulatory obligations.

The public receiving area, household hazardous waste (HHW), and buyback facility continued to provide quality customer service. Collaborations with Carpet Area Recovery Effort for Carpet Recycling and Bye Bye Mattress recycling programs offers an opportunity to continue increasing

recycling and recovery efforts and limiting material going to the landfill. FCC continues to focus its efforts to enhance the customer experience and streamline processes.

Processed Tonnage and Recovery Level

In terms of processed tonnage and recovery levels, the MRF achieved a creditable recovery of 11.30% and the C&D achieved a creditable recovery of 42.15%. The Facility as a whole processing a total of 111,955.59 tons for the Quarter, that breakdown as follows. Table 1 presents the quarterly tonnage amounts for Q4.

Table 1. Fourth Quarter 2025 Tonnages

Material	Tonnage
Municipal Solid Waste	65,006.16
Source Separated Green Waste	17,433.69
Source Separated Wood Waste	1,486.75
Source Separated Food Waste Compost	878.28
Source Separated Soil	2,259.76
Construction & Demolition Waste (including Inert)	24,879.97
Trash from roads and fields surrounding the facility	10.98
Total Processed	111,955.59

Staffing

Staffing during Q4 averaged 223 full-time equivalent (FTE) employees. Table 2 presents the averages for both permanent full-time staff averages and contract service employees during Q4.

Table 2. Staff Averages for Fourth Quarter 2025

Description	Head Count
Total Full Time Equivalent (FTE)	223
FTE FCC	102
FTE Contract	121
Department	Percentage of Head Count
Tipping Floor	11.21%
Sort Line/Screeners	20.63%
Finished Product	1.79%

Buy back Center	1.79%
Composting	6.28%
C&D	16.14%
Haz-Mat	1.35%
Maintenance	17.94%
Clean Up	2.69%
House & Yard	6.73%
Administration	3.59%
Transportation	8.97%
Public Receiving	0.90%

Training

There were 25 employee training courses during Q4, as presented in Table 3.

Table 3. Fourth Quarter 2025 Training Details

Name of Training	Number of Employees
Workplace Violence	88
Fire Watch Training	95
Hot Works Training	92
Signage & Checklist for Hot Works	78
HWEP Plan	78
Hazardous/Explosive Items	78
Load Checklist	44
Management of Used Oil	27
Standards of Universal Waste	26
Prohibited Hazardous Item	10
Hazardous Waste Exclusion Plan	10
Forklift Pedestrian Safety	82
Baler Safety	82
Electrical Safety	82
Situational Awareness	82
Mercury & Thermostat Collection/Performance Requirements	10
Employee Rights Under Osha	130
Lockout Tagout	130
Modifying Equipment	130
Stretching Exercises at Work	130
Spill Prevention	130

Control & Countermeasure Training	130
Hazardous Material Cleaning/Waste Identification	27
When to Manifest a Bill of Landing	15
Battery Management	9

Subcontractors

FCC used eight subcontractors throughout Q4. Table 5 presents subcontractor information.

Table 5. Fourth Quarter 2025 Subcontractor Information and Services

Name of Company	DIR Number	Service Provided
ABC Plumbing	1000012599	Jetting of plumbing lines
Ancon Marine	1000620944	Storm Support for Compliance
Brower Mechanical	1000857355	Maintenance for HVAC Units on admin building
Five Star Roofing	1001140137	Gutter & Roof repairs to MRF
J&S Asphalt	1000006881	Concrete pad and repairs
Fantastic Fence		Fence Repairs
RMB JR General Engineering	1000730581	Remediation
R&S Overhead Doors and Gates	1000028245	Repairs on Rolling doors
RJ Gordan Construction	1000000451	Berm building and repairs

Special Occurrences

A brief summary of the special occurrences that occurred during Q4 are summarized as follows (a detailed description of each occurrence can be found in WPWMA's Special Occurrence Log):

Table 6. Fourth Quarter 2025 Special Occurrences

Date	Occurrence	Location	Injuries	Damage
10/3/2025	Oil Leak	Solid Waste Facility 31-AA-001	No injuries	No Damage
10/7/2025	Hydraulic spill	North side of old maintenance shop	No injuries	No Damage
10/8/2025	Compost Fire	Composting Operations WPMR 64-03. Composting Operation ASP	No injuries	No Damage
10/24/2025	Compost Pad Release 5 Gallons	South Compost Pad	No injuries	No Damage
10/24/2025	Diesel Spill	Forklift was overfilled during fueling at the Fuel Island	No injuries	No Damage

10/27/2025	Material Fire	C&D Processing Tipping Floor area	No injuries	No Damage
10/31/2025	Antifreeze Spill	Roll off bay doors	No injuries	No Damage
11/2/2025	Small smoldering battery	North Side of MRF tipping floor	No injuries	No Damage
11/3/2025	Fire Rover Damage	Under Canopy of C&D	No injuries	Sprinkler Pipe Damage
11/6/2025	Hydraulic Oil Spill	Wood Waste on East side of C&D	No injuries	No Damage
11/14/2025	Z Wall Spill	Behind z wall.	No injuries	No Damage
11/19/2025	South Compost Pad Release	Northeast corner of South Compost Pad	No injuries	No Damage
12/8/2025	Police Arrest	Inside Aerosol Container Sorting Cabinet - MRF	No injuries	No Damage
12/19/2025	Small accident	Z-wall tipping spots 3A and 3B	No injuries	Damage to Toyota tundra on Front Left bumper. No visible damage to the other truck
12/23/2025	Fire Rover Box Damage	Near Bunker 1 C&D MRF	No injuries	Fire Rover components metal housing box
12/31/2025	Damaged fence	Holdover staging area	No injuries	Damage to north pond perimeter fencing

Placer County Local Enforcement Agency Inspections and Reports

During the Local Enforcement Agency (LEA) onsite inspection on October 10, 2025, the MRF, compost, and public area were all inspected and reviewed. There were two violations, and no areas of concern noted:

Violation - PRC 44014(b) - Operator Complies with Terms & Conditions

Ongoing violation as of August 18th, 2025. A work plan has been implemented as of August 22nd, 2025, by FCC. Compliance schedule implemented October 7th, 2025, by WPWMA.

Section 3.5.5 of the Odor Impact Minimization Plan (OIMP) requires that the concrete pads be maintained on an as-needed basis. The LEA observed various areas

of subsidence and/or cracking of the northern area of the southern concrete compost pad. Repair or remediate as needed. This is a repeat occurrence and will remain open until concrete pad is repaired.

Violation - 14 CCR 17410.1 - Solid Waste Removal

This was an area of concern under a workplan implemented on August 22nd, 2025.

LEA has been conducting weekly focused inspections since August 18th.

Overaccumulation of feedstock piles from MSW and C&D located in the MRF tipping floor and more notably in the new/current C&D facility. MRF transfer/processing facility is not maintaining storage time.

A compliance schedule has been implemented at this facility. Facility actively chipping wood feedstock piles and shipping to Rio Bravo

During the LEA onsite inspection on November 17, 2025, the MRF, compost, and public area were all inspected and reviewed. There was one violation, and one area of concern noted:

Violation - PRC 44014(b) - Operator Complies with Terms & Conditions

Ongoing violation as of August 18th, 2025. A work plan has been implemented as of August 22nd, 2025, by FCC. Compliance schedule implemented October 7th, 2025, by WPWMA.

Section 3.5.5 of the Odor Impact Minimization Plan (OIMP) requires that the concrete pads be maintained in an as-needed basis. The LEA observed various areas of subsidence and/or cracking of the northern area of the southern concrete compost pad. Repair or remediate as needed. This is a repeat occurrence and will remain open until concrete pad is repaired

Area of Concern - 14 CCR 17410.1 - Solid Waste Removal

This has been downgraded to an Area of Concern. Ongoing violation as of August 18th, 2025. A work plan has been implemented as of August 22nd, 2025, by FCC. Compliance schedule implemented October 7th, 2025, by WPWMA and FCC Environmental.

Feedstock piles of MSW located in the MRF tipping floor still require additional work to reduce size and storage time.

During the LEA onsite inspection on December 29, 2025, the MRF, compost, and public area were all inspected and reviewed. There was one violation, and no areas of concern noted.

Violation - PRC 44014(b) - Operator Complies with Terms & Conditions

Ongoing violation as of August 18th, 2025. Compliance schedule implemented October 7th 2025 by WPWMA.

Section 3.5.5 of the Odor Impact Minimization Plan (OIMP) requires that the concrete pads be maintained on an as-needed basis. The LEA observed various areas of subsidence and/or cracking of the northern area of the southern concrete compost pad. Repair or remediate as needed. This is a repeat occurrence and will remain open until concrete pad is repaired

Household Hazardous Waste Program

FCC's HHW program continues to make improvements. All HHW personnel have been trained in the proper handling and care of hazardous materials and are working closely with our vendors to confirm that all materials are transported properly. FCC is partnering with ACT Enviro, EcoSpot, Ramos Environmental and Freon Free to take all hazardous waste collected through the hazardous waste program.

A comprehensive report is submitted monthly to WPWMA staff that identifies types and quantities of materials, origin of persons using the facility, materials recycled, and so forth. Table 6 presents the number of customers, types of wastes, and volumes of wastes delivered to the HHW facility during Q4.

Table 7. Fourth Quarter 2025 HHW Facility Statistics

Quarterly Totals	Amount
Customer count	5,448
Liquid waste processed (gallons)	42,663
Recycled lead acid batteries (pounds)	14,043
Recycled household batteries (pounds)	25,155

SB1383

Beginning November 6th, 2025, FCC conducted its sampling to meet the SB1383 requirements set forth by CalRecycle. Over the 2-week period (that is, 10 working days) FCC leadership coordinated the sampling of all outbound streams. Per CalRecycle's and Jacobs' guidance, FCC performed the following sampling methodology; specific material samples with an average weight of 200 pounds (plus-or-minus 100 pounds) were pulled from various material streams from within the MRF:

1. Residue going to landfill – Per the methodology developed by Jacobs with the guidance of CalRecycle, processed material coming out of the facility is destined for landfilling.
2. Alternative Daily Cover (ADC) Material – FCC pulled samples for this material and audited it using the same procedure as the residue.
3. Wood chips – Wood being recovered from C&D is sent to the composting facility.
4. Mixed organic fiber – Material from this stream is fiber recovered from the sort line in the MRF. The mixed organic fiber is then bailed.
5. Source-separated cardboard – Material from this stream is cardboard that has been separated at the pickup site. The source-separated cardboard is then bailed.
6. Source-separated residue – Material taken out of the source-separated cardboard.
7. Food waste – Food waste that was recovered from the MRF and is taken to the composting area for processing.
8. MRF inbound material – 1-day sample collected from the inbound MSW tipping floor.

The material was gathered and transported to the HHW area near the MRF. At the HHW site, we had a floor scale that weighed the material needed for auditing. Material was brought in a 2-yard bin for which we had a tare weight that was subtracted from the total shown on the scale display.

Once the sample size was an average of 200 pounds, it was either tipped on the floor or a table (depending on the material type) and sorted per the protocol established with Jacobs. The material was sorted into large 50-gallon plastic trash cans that had previously been weighed empty to provide a tare weight of the container. Once all material was separated, it was then weighed again using the same floor scale that was used to weigh the incoming material. The weights were then recorded, and material was taken back to its respective processing area.

The next scheduled SB1383 material audit is scheduled for February 2025.

The comprehensive Sampling Report is Attached for more detail.

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 6F: FACILITY PROJECTS UPDATE**

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 (WRSL).

MRF Improvements

Phase 2 – Maintenance Building and ADA Improvements

All internal ADA work was completed as of December 31st. The ADA striping of the parking lot is completed.

Phase 3A – MRF

Van Dyk began commissioning the Paper Dryer system January 24th, which required a complete shut down of the MRF for the duration of the commissioning. This shutdown lasted 2 days and no MSW was diverted to the landfill during the shutdown.

FCC also added a FireFly system to the MSW shredders in the material receiving area to provide early fire detection at the start of the processing system. The system is expected to be commissioned by the end of February.

Phase 3B – MSW CASP and Traffic Improvements

Construction on the final portion of the CASP pad is complete.

Van Dyk continues installation of the MRF odor control equipment. Ducting and electrical are the only tasks remaining. Though a completion date has not yet been provided, Van Dyk anticipates the installation of the odor control system will be complete by the end of February.

FCC's contractor has started scale and scalehouse construction north of the C&D facility which is anticipated to be finished by the end of February. The scales are set and concrete work has been finished. Staff are working with FCC to determine a scale commissioning timeline.

Certificate of Occupancy

Final Certificates of Occupancy for four of the MRF expansion project permits are subject to the WPWMA granting roadway easements to Placer County along Fiddymont Road and Athens Avenue. WPWMA staff are working to provide a plat a legal description to the County to finalize the easements. Staff will continue to coordinate with the County to finalize these building permits.

Liner Investigation

WPWMA staff, in conjunction with the project consultant Geosyntec, completed exploration and investigation of the Module 5/13 Separation Liner and staff submitted the Repair Plan to the Water Board for approval on December 8, 2025. Once the WPWMA receives Water Board approval, WPWMA will likely need to initiate repairs within two months, weather dependent.

South Placer Wastewater Authority Compliance Project

An agreement to construct and operate the BioFiltro landfill leachate pretreatment system is presented for your Board's consideration at this meeting as part of this compliance project. The final compliance date is October 26, 2026.

Odor Update

Staff continue to work with FCC regarding intermittent odors from the compost and water quality ponds to ensure all standard protocols are followed regarding aeration of all ponds.

WPWMA staff are working with Jacobs Engineering to design additional aeration infrastructure in the south compost pond to reduce odors and will provide updates to your Board as this project progresses.



WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of January 8, 2026

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:

Bonnie Gore
Bill Halldin
John Reedy
Bruce Houdesheldt

Staff Present:

Scott Scholz
Eric Oddo
Will Scheffler
Ryan Schmidt

Ethan Walsh, BBK

1. Call Meeting to Order: Chair Gore called the meeting to order at 5:30 PM.
2. Pledge of Allegiance: Chair Gore led the Pledge of Allegiance.
3. Roll Call: Director Landon was absent; Director Reedy arrived at 5:42 PM.
4. Statement of Meeting Procedures: Eric Oddo read the statement of meeting procedures.
5. Public Comment: Mr. Neil Cochran, City of Lincoln resident, commented on how well run the WPWMA's facility is and his appreciation of the WPWMA's One Big Bin model.
6. Announcements & Information

- a. Report from the General Manager

Scott Scholz provided the following updates:

- The WPWMA was recognized in Recycling Today magazine as the largest MRF in North America, by tonnage processed, for 2024.
- In November, the WPWMA received its second reimbursement from the CalRecycle organics grant in the amount of ~\$1.2 million.
- Staff are working to finalize the LFG supply use agreement with Ameresco and anticipate presenting it for Board approval in February or March.
- Staff are working through an amendment to the MRF Operating Agreement with FCC and anticipate presenting it for Board approval in February or March.
- WPWMA will be hosting a tour of its composting facility in early February for the US Composting Council 2026 conference and expect ~120 industry professionals to attend.
- Staff is finalizing an amendment with the Associated Modelers of Sacramento for continued use of a portion of the WPWMA's property and anticipate presenting it for Board approval in February.
- At the February meeting, staff will present the 2026 meeting calendar for consideration as well as the recommended 2026 Chair and Vice Chair appointments.
- Staff have worked closely with FCC staff to improve MRF operations and dramatically reduce customer wait times.

- 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. Operator Update: Tony Perez of FCC Environmental Services provided a verbal report and introduced new staff including: Sr. General Manager Greg Ryan, Transportation Manager Brian Walters, and C&D Manager Jose Lazarga. The Board asked when FCC would be in compliance with SB 1383 organics diversion requirements; Mr. Perez indicated that FCC is targeting the middle of summer 2026.
- e. Facility Projects Update: Ryan Schmidt summarized the report. There were no questions from the Board.
- f. Site Wide Odor Plan Annual Update: Eric Oddo summarized the report and answered questions from the Board.

7. Action Items

- a. Minutes of the Board Meeting held November 13, 2025
Staff recommend the Board approve the minutes as submitted.
The Chair opened public comment; no comments were received.
- MOTION TO APPROVE AS AMENDED:** Houdesheldt/Reedy/Unanimous
- b. Agreement with CB Pacific and Wunderlich-Malic Engineering, Inc. for Server and SCADA Services (Ryan Schmidt)
Staff recommended the Board:
 1. Authorize the Chair to execute an Agreement with CB Pacific and Wunderlich-Malec Engineering, Inc. for server upgrade and SCADA software services in an amount not-to-exceed \$215,392.
 2. Determine the recommended action is exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

Ryan Schmidt summarized the report and answered questions from the Board. The Board asked questions about sole-sourcing work with consultants and contractors and directed staff to develop a WPWMA-specific procurement policy. The Chair opened public comment; no comments were received.

MOTION TO APPROVE: Houdesheldt/Halldin/Unanimous

- c. First Amendment to the General Manager Employment Agreement (Ethan Walsh)
Staff recommended the Board:
 1. Approve and authorize the Chair to sign the First Amendment to the General Manager Employment Agreement to provide a three percent salary increase.
 2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Ethan Walsh summarized the report. There were no questions from the Board. The Chair opened public comment; no comments were received.

MOTION TO APPROVE: Halldin/Reedy/Unanimous

8. Reports from Directors: Director Halldin commented on his recent positive experience as a customer of the WPWMA's facility.
9. Upcoming Agenda Items: None.
10. Adjournment: Meeting was adjourned at 6:18 PM in the memory of the late Congressman Doug LaMalfa.

Respectfully Submitted,



Eric Oddo, Secretary

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 7B: FOURTH AMENDMENT TO THE LEASE AGREEMENT WITH AMOS**

RECOMMENDED ACTION:

1. Authorize the Chair to execute the Fourth Amendment to the Lease Agreement (Lease) with the Associated Modelers of Sacramento (AMOS) extending the term of the lease to June 30, 2030.
2. Determine the recommended action is categorically exempt from environmental review pursuant to California Environmental Quality Act Guidelines Sections 15304 and 15305.

BACKGROUND:

In June 2009, your Board entered into a Lease Agreement with AMOS for use of a portion of the WPWMA's western expansion property by their model airplane club. Since that time, your Board has approved several extensions of the term.

Although the WPWMA is currently in the process of permitting the western property for future landfill operations, staff recommends extending the lease through the end of FY 2029/30 as the area currently leased by AMOS may not be needed by the WPWMA prior to FY 2030/31. In the event the area is needed by the WPWMA before this date, the WPWMA has the ability to terminate the Lease Agreement with 180 days notice and will endeavor to provide as much advanced notice to AMOS as practical.

ENVIRONMENTAL CLEARANCE:

On January 15, 2009, the Placer County Planning Department's Zoning Administrator made the finding that use of a portion of the WRSI expansion property for a private model air park is categorically exempt from review under the California Environmental Quality Act (CEQA) Section 15304: "Minor Alterations to Land" and Section 15305: "Minor Alterations in Land Use Limitations". Because the proposed Fourth Amendment does not contemplate any significant changes in the use of the property by AMOS, no additional environmental review is necessary.

FISCAL IMPACT:

Approval of the proposed Fourth Amendment is anticipated to result in lease revenue to the WPWMA of approximately \$48,000 over the five-year period.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems

ATTACHMENT: FOURTH AMENDMENT

**FOURTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE
WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND THE
ASSOCIATED MODELERS OF SACRAMENTO, INC.**

This FOURTH Amendment ("Amendment") is made to be effective as of, from and after the day of _____ 2026, and between the **Western Placer Waste Management Authority**, a local public agency (hereinafter referred to as the "AUTHORITY"), and the **Associated Modelers of Sacramento, Inc., a California corporation** (hereinafter referred to as the "TENANT").

RECITALS

1. The AUTHORITY and TENANT have entered into a real property lease agreement for the use of approximately ten (10) acres of the AUTHORITY's western expansion property for the purposes of TENANT operating a radio-controlled model club dated June 11, 2009 with an effective date of August 10, 2010, which was amended previously as of September 11, 2014 by the First Amendment, September 3, 2019 by the Second Amendment, and May 11, 2023 by the Third Amendment (hereinafter referred to as the "Lease Agreement").
2. The term of the Lease Agreement is for fifteen (15) years which commenced on the effective date of August 10, 2010 and expired on August 9, 2025. The Lease Agreement has been on a month-to-month basis since that time.
3. TENANT has requested, and the AUTHORITY has agreed, to extend the term of the Lease Agreement.
4. TENANT acknowledges that the AUTHORITY is currently in the process of permitting its western property, including the Premises, for future landfilling operations and that once AUTHORITY begins the physical development of the site, the Premises will cease to be available for TENANT's use.
5. Extension of the Lease Agreement term will begin on the effective date of this Fourth Amendment and will expire no later than June 30, 2030 unless terminated earlier by the AUTHORITY.
6. The AUTHORITY and TENANT wish to memorialize herein their agreement regarding the same. All references in this Fourth Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 2 "Term" shall be deleted and replaced in its entirety with the following:

"The term shall commence on August 10, 2010 and terminate no later than June 30, 2030. Notwithstanding the foregoing, either party may terminate this Lease Agreement upon one hundred eighty (180) days written notice.

In the event AUTHORITY elects to terminate this Lease Agreement prior to June 30, 2030, AUTHORITY shall make a good faith effort to provide advance written notice to TENANT beyond the 180-day requirement as soon as commercially reasonable and practical and to the degree circumstances permit."
2. In all other respects not directly addressed by this Amendment, the Lease Agreement remains in full force and effect.

Executed as of the day first above stated.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____

Chair, Western Placer Waste Management Authority

Date: _____

ASSOCIATED MODELERS OF SACRAMENTO

By: _____

David Long, AMOS President

Date: _____

Approved as to Form

By: _____

Authority Counsel

Date: _____

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ / ERIC ODDO**
SUBJECT: **ITEM 7C: 2026 BOARD MEETING SCHEDULE**

RECOMMENDED ACTION:

1. Adopt Resolution 26-01 establishing the WPWMA Board meeting dates for calendar year 2026.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

Section 8 of the WPWMA's Joint Powers Authority agreement states: "*The Board shall by resolution establish the number of regular meetings to be held each year...*" Your Board has historically conducted regular Board meetings on the second Thursday of each month at the WPWMA's administrative building.

The attached Resolution 26-01 maintains the precedent of the date, time and location of regular meetings of your Board. Should your Board elect to alter any of the meeting dates, times, or locations, staff will make the necessary revisions and return at the next scheduled regular meeting for approval of a revised resolution.

ATTACHMENT: RESOLUTION 26-01

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 26-01

ESTABLISHING THE 2026 REGULAR MEETINGS OF THE WPWMA BOARD OF DIRECTORS

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held February 12, 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, in accordance with Section 8 of the Joint Exercise of Power Agreement (JPA), the WPWMA Board establishes the number of regular meetings to be held each year; and

WHEREAS, the WPWMA Board of Directors typically meets the second Thursday of each month at 5:30 PM at the WPWMA's administrative offices located at 3013 Fiddymont Road in Roseville, CA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Western Placer Waste Management Authority:

1. Establishes the following regular meeting dates for calendar year 2026:

January 8	May 14	September 10
February 12	June 11	October 8
March 12	July 9	November 12
April 9	August 13	December 10

2. Authorizes this Resolution 26-01 to remain effective until December 31, 2026.

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 8A: FOURTH AMENDMENT TO THE AGREEMENT WITH SCS**
ENGINEERS FOR AQUIFER TESTING

RECOMMENDED ACTION:

1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute the Fourth Amendment to the Aquifer Pump Test and Feasibility Agreement with SCS Engineers (SCS) to provide additional professional services related to the WPWMA's groundwater Corrective Action Plan for an amount not to exceed \$338,000, increasing the total not-to-exceed cost of the Agreement to \$1,216,686.
2. Approve a FY 2025/2026 Budget Amendment (AM-01308) for CC12009 to cancel reserves and increase the spending authority in Account 54480 Land Improvements in the amount of \$338,000.
3. Determine that the recommended action is categorically exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15306.

BACKGROUND:

At the July 9, 2020 meeting, your Board authorized execution of an agreement with SCS to design and conduct an Aquifer Pump Test as requested by the Central Valley Regional Water Quality Control Board (Water Board) in relation to the WPWMA's 1994 Corrective Action Plan (CAP). Since execution of the Agreement, WPWMA and Water Board staff have had numerous discussions regarding the best method to meet regulatory compliance with the CAP.

Despite staff's ongoing efforts, on November 18, 2024, the Water Board issued a Notice of Violation (NOV) requiring a Work Plan to delineate the current contamination plume associated with the 1994 CAP and a Revised CAP to address necessary changes. WPWMA requested and SCS was able to pivot their work and fit these submissions into the current Agreement budget. These items were submitted to the Water Board on January 5, 2025, and January 13, 2025, respectively.

Staff received Water Board approval of the Work Plan on January 6, 2026. The following amendment allows for SCS Engineers to provide the services proposed in the approved Plume Delineation Work Plan. It is staff's recommendation that the Agreement be modified to include the performance of the revised scope of work submitted to the Water Board in December 2025.

ENVIRONMENTAL CLEARANCE:

All work required under this Agreement is categorically exempt under CEQA Guidelines, Article 19, Section 15306 "Information Collection", which allows for data collection when

such activities do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

The recommended action would increase the total project cost to a not-to-exceed amount of \$1,216,686. The budget amendment included in the recommended action for this item will be funded by cancelling reserves and increasing the spending authority in account 54480 Land Improvements.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

ATTACHMENT: FOURTH AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: SCN103038

DESCRIPTION: Fourth Amendment to the Aquifer Pump Test and Feasibility Study

This FOURTH Amendment is made to be effective as of, from and after the day of 2026, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and **SCS ENGINEERS** (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Aquifer Pump Test and Feasibility Study Agreement" as of August 19, 2020, amended as of November 4, 2020 by the First Amendment, August 3, 2021 by the Second Amendment, and August 31, 2023 by the Third Amendment (hereinafter referred to as the "Agreement").
2. In response to a Notice of Violation issued by the Water Board to WPWMA on November 18, 2024, the WPWMA is required to submit a Revised Correct Action Plan (CAP) including a Work Plan and Amended Report of Waste Discharge.
3. Continuing Consultant's prior work related to the CAP, the WPWMA requested the Consultant prepare the Work Plan and Revised CAP for submittal to the Water Board and requested a proposal from Consultant to implement the work summarized in the Work Plan including fieldwork and reporting. Work Plan preparation was completed under Task 9, covered in "Budget Reallocation 1."
4. Consultant recommended and WPWMA agrees to revise the contract to add a task to further define the nature and extent of releases to the vadose and groundwater zones west of Modules 1, 2, 10, and 11 and to increase gas capture on Modules 1, 2, 10, and 11 for a net additional cost of \$338,000.
5. The WPWMA and Consultant acknowledge that, by providing these additional services, the total cost of the Agreement shall increase to One Million Two Hundred Sixteen Thousand Six Hundred Eighty-Six Dollars (\$1,216,686).
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 Fourth 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 item 2. **Payment**, shall be replaced with the following sentence:

"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Million Two Hundred Sixteen Thousand Six Hundred Eighty-Six Dollars (\$1,216,686) without the prior written approval of the WPWMA."
- b. Exhibit A, Scope of Services, shall be amended to add the following new Task 10 which shall read in its entirety as follows:

“TASK 10 – Plume Delineation and Groundwater Investigation

Consultant shall conduct the following services under this task to comply with the Vadose Zone and Groundwater Investigation outlined in the submitted Work Plan, and perform the work outlined in the Revised CAP as follows:

10 – Plume Delineation and Groundwater Investigation

Consultant shall conduct pre-field measures including but not limited to creating a health and safety plan, initiating a USA dig alert, and obtaining a drilling permit for the extent of the work to be performed.

Consultant shall perform field work in accordance with the Work Plan conditionally approved by the Water Board January 6, 2026. This shall include performing a Vadose Zone Investigation at the vadose zone located west of Modules 1, 2, 10, and 11, which will require a minimum of three days of field work and completing six (6) MIP boring logs.

Consultant shall conduct an onsite Groundwater Investigation for the groundwater zones west of Modules 1, 2, 10 and 11. The Groundwater Investigation requires a projected ten days of field work where seven borings will be completed, including groundwater samples for each boring performed. A laboratory analysis shall then be performed on each of the groundwater samples collected.

Depending on results collected and analyzed above, Consultant shall evaluate whether an offsite groundwater investigation shall be conducted. In the event an offsite Groundwater Investigation is deemed necessary based on Consultant’s expertise, Consultant shall obtain an offsite drilling permit and acquire a private utility locator to identify areas clear for offsite drilling locations. Consultant shall perform a projected two (2) days of field work in order to collect two (2) boring samples and collect a groundwater sample from each boring log. Consultant shall perform a laboratory analysis on the groundwater samples collected.

Consultant shall provide the WPWMA upon completion of Phase 9A field work outlined above, a Field Summary Report, detailing work performed, permits obtained, and sampling results. The report should include raw boring data in the Appendices and any other relevant and warranted information in order to substantially conform with the Work Plan.

In accordance with the most recent approved Revised CAP, Consultant shall confirm the location of the existing perimeter LFG extraction wells are outside of waste, it is proposed to drill/core three (3) locations within a 5-foot radius of each well to confirm whether the suspicion that waste extends beyond the indicated limits is founded. Test samples shall be collected every 2 feet, up to a depth of 15 feet, to reduce interactions with any possible final cover soil.

Consultant shall capture photographs for each sample, detailing the composition and temperatures of the samples on boring logs. Based on the findings from the samples, additional investigation to assess the extent of waste

fill in the area may be required and/or installation of additional perimeter LFG extraction wells may be proposed.

c. Exhibit B.3 shall be deleted and Exhibit B.4 attached hereto are substituted therefore.

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

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

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____

Scott Scholz, General Manager

SCS ENGINEERS, CONSULTANT

By: _____

Patrick Sullivan, Senior Vice President

By: _____

Srividhya Viswanathan, Senior Vice President

Approved as to Form:

By: _____

WPWMA Counsel

EXHIBIT B.4

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.3 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. All invoices shall be submitted to the WPWMA electronically via invoices@wpwma.ca.gov.

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 Executive Director or designee shall retain the ability to adjust the budget between task as long as the total amount payable for all services provided under this Agreement shall not exceed Nine Hundred Ninety-Eight Thousand Eight Hundred Sixty-One Dollars (\$998,861).

Table 1 – Task Budgets

Task	Description	Existing Budget	4 th Amendment	Total
1	Well Design, Permitting, and Solicitation of Bids	\$30,000	---	\$30,000
2	Well and Piezometer Drilling, Aquifer Pumping	\$334,000	---	\$334,000
3	Well Construction Quality Assurance and Pump Test Memorandum	\$35,000	---	\$35,000
4	Groundwater Pump and Treat System Engineering Feasibility and Preliminary Design Report	\$131,400	---	\$131,400
5	Additional Services	\$20,000	---	\$20,000
6	Evaluation of Corrective Action Measures	\$132,280	---	\$132,280
7	Decommission Existing Water Supply Well	\$87,006	---	\$87,006
8	Expand Groundwater Detection Monitoring Network	\$84,000	---	\$84,000
9	NOV Response	\$25,000	---	\$25,000
10	Plume Delineation	---	\$338,000	\$338,000
TOTAL CONTRACT AMOUNT		\$878,686	\$338,000	\$1,216,686

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 8B: BIOFILTRO DESIGN/BUILD AGREEMENT AND**
OPERATIONS AND MAINTENANCE AGREEMENT

RECOMMENDED ACTION:

1. Approve Resolution No. 26-02, making findings that competitive procurement for the proposed project is not required due to the proprietary technology utilized in the project; authorizing the General Manager, upon review and approval by WPWMA Counsel, to execute the Design/Build Agreement with BioFiltro USA for the construction of a landfill leachate pre-treatment system for a maximum cost of \$1,736,428; and authorizing the General Manager, upon review and approval by WPWMA Counsel, to execute the Operations and Maintenance Agreement with BioFiltro USA for the operation of the landfill leachate pre-treatment system for a maximum cost of \$840,000 over five years.
2. Approve a FY 2025/2026 Budget Amendment to cancel reserves and increase the spending authority in account 54480 Land Improvements in the amount of \$1,736,428.
3. Determine that the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines.

BACKGROUND:

In 2023, the South Placer Water Agency (SPWA) noted a number of constituents in the WPWMA's sewer discharge that exceeded permit limits. Due to the nature of these exceedances, the wastewater treatment plant experienced adverse effects on its treatment process. The WPWMA has since worked in conjunction with SPWA and Placer County to achieve compliance with the Industrial Discharge Permit.

In 2024, WPWMA staff developed a compliance schedule consisting of conducting water treatment pilot studies, study analysis and reporting, and engineering analysis to scale the studies with the goal of achieving permit compliance by October 2026. Pilot study analysis identified BioFiltro's technology as a unique and cost-effective method in terms of capital expense, maintenance costs, and operational costs to achieve compliance.

After conducting internal and external research, Staff predicts that the capital costs of this system and treatment technology will be 60% cheaper than traditional treatment technologies. Staff predicts that operating costs would be 78% cheaper than traditional treatment technologies.

Due to the proprietary nature of this pretreatment system, staff recommend that BioFiltro design, construct, and operate the proposed infrastructure. This will aid in achieving the final compliance date set forth in the wastewater discharge permit and

allow flexibility for nuanced design adjustments during the construction process (at no additional cost to the WPWMA.) The design/build nature of the agreement will also save approximately 3 months of time that will be crucial in achieving compliance before the October 2026 compliance date.

ENVIRONMENTAL CLEARANCE:

An Environmental Impact Report (EIR) for the Western Regional Sanitary Landfill, including sewer discharge, 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 maximum not-to-exceed cost of the recommended design/build agreement is \$1,736,428. As this cost was unknown at the time of your Board's approval of the FY 2025/26 Budget, a budget amendment cancelling reserves and increasing the spending authority in account 54480 Land Improvements is necessary.

The maximum not-to-exceed cost of the recommended operating and maintenance agreement is \$840,000 over five years. Sufficient funding for the first year of operations (\$168,000) is available in the FY 2025/26 Budget; costs associated with subsequent operating years will be included in the applicable fiscal year budgets.

STRATEGIC PLAN/GOALS:

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

ATTACHMENT: RESOLUTION 26-02
EXHIBIT A – DESIGN/BUILD AGREEMENT
EXHIBIT B – OPERATIONS AND MAINTENANCE AGREEMENT

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 26-02

APPROVING A DESIGN AND CONSTRUCTION AGREEMENT AND AN OPERATIONS AND MAINTENANCE AGREEMENT WITH BIOFILTRO USA, INC.

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held February 12, 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

Clerk of said Board

WHEREAS, the Western Placer Waste Management Authority (“WPWMA”) owns and operates the Western Regional Sanitary Landfill in Placer County (“WRSL”) and desires a system that will cost-effectively assist with the treatment of landfill leachate prior to discharge from the WRSL; and

WHEREAS, Biofiltro USA, Inc. (“Contractor”) owns a proprietary system that uses biological agents in the form of specially bred worms to process leachate (“System”), which System has been demonstrated successfully in a pilot project at the WRSL; and

WHEREAS, Contractor has built and operated large scale versions of the System to handle waste streams from private projects such as dairies and has developed unique infrastructure and processes to facilitate larger scale operations; and

WHEREAS, WPWMA desires to engage Contractor to build a larger version of the System to treat all of the leachate from the WRSL (“Project”) and Contractor is willing to design and construct the System for this purpose at the site within the WRSL; and

WHEREAS, pursuant to Public Contract Code section 22160 and section 22162, the WPWMA is authorized to procure design-build public works projects in excess of one million dollars (\$1,000,000), awarding the contract either the low bid or the best value; and

WHEREAS, Public Contract Code section 3400(c)(3) authorizes sole source procurement “in order to obtain a necessary item that is only available from one source”; and

WHEREAS Contractor's system is proprietary and is therefore only available from Contractor; and

WHEREAS, “[a] public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare[]”. (*Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303); and

WHEREAS, competitive bidding is not applicable “where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form” (*Graydon v. Pasadena Redevelopment Agency*, 104 Cal.App. 3d 631, 636 (1980); an example being “unique products and/or services” *Id.* at p. 637 (citing *Hiller v. City of Los Angeles*, 197 Cal. App. 2d 685 (1961))); and

WHEREAS, “[t]he law neither does nor requires idle acts.” (Civil Code, § 3532); and

WHEREAS, staff has determined that competitive procurement pursuant to the Design-Build statute is not required for the procurement and installation of the System because (1) the System is a proprietary technology that is only available from a single source; (2) pursuant to Public Contract Code section 3400(c)(3), procurement may be limited to a sole source “in order to obtain a necessary item that is only available from one source”; and further, (3) in accordance with *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, competitive bidding may be dispensed with where it would be unavailing, impractical, or yield no benefit such as here, where the uniqueness of the system and the lack of alternate sources or installers renders competitive procurement unavailing (“**Staff Findings**”); AND

WHEREAS, the WPWMA desires to enter into a separate Operations and Maintenance Agreement with BioFiltro USA, Inc. which provides for the ongoing operation and maintenance of the System.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Western Placer Waste Management Authority finds:

1. The above recitals are true and correct and are incorporated herein in their entirety.
2. The Board of Directors adopts the Staff Findings as its own (“**Board Findings**”).
3. The Chair of the Board of Directors or designee is hereby authorized and directed to enter into the Design and Construction Agreement with Biofiltro USA, Inc. consistent with the Agreement attached hereto as **Exhibit “A”** subject to minor revisions, if any, approved by the General Manager and General Counsel to comply with applicable law or otherwise ensure that the WPWMA contracts for the Project on clear, unambiguous terms that are in the best interest of the WPWMA.
4. The Chair of the Board of Directors or designee is hereby authorized and directed to enter into the Operations and Maintenance Agreement with Biofiltro USA, Inc. consistent with the Agreement attached hereto as **Exhibit “B”** subject to minor revisions, if any, approved by the General Manager and General Counsel to comply with applicable law or otherwise ensure that the WPWMA contracts for the operation and maintenance of the System on clear, unambiguous terms that are in the best interest of the WPWMA.

EXHIBIT “A”
DESIGN AND CONSTRUCTION AGREEMENT

BIOFILTRATION PROJECT AGREEMENT BIODYNAMIC AEROBIC SYSTEM AND ASSOCIATED FACILITIES

THIS BIOFILTRATION PROJECT AGREEMENT (“**Agreement**”) is made effective as of _____, __, 2026 (“**Effective Date**”), by and between West Placer Waste Management Authority (“**Authority**”), and BioFiltro USA, Inc. a Delaware corporation (“**Contractor**”). The foregoing parties may, depending on the context, be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Authority owns and operates a landfill in Placer County (“**Landfill**”) and desires a system that will cost effectively assist with the treatment of leachate from the landfill prior to discharge from the Landfill.

B. Contractor owns a proprietary system that uses biological agents in the form of specially bred worms to process leachate (“**System**”), which System has been demonstrated successfully in a pilot project at the Landfill. Contractor has built and operated large scale versions of the System to handled waste streams from private projects such as dairies and has developed unique infrastructure and processes to facilitate larger scale operations.

C. Authority desires to engage Contractor to build a larger version of the System to treat all of the leachate from the Landfill (“**Project**”) and Contractor is willing to design, construct the System for this purpose at the site within the Landfill which is described on Exhibit “A” attached hereto (“**Project Site**”).

D. Following completion of the Project, Contractor will provide operation and management services for the System in accordance with that certain Operation and Maintenance Agreement of even date herewith (“**O&M Agreement**”).

E. Authority and Contractor are entering into this Agreement pursuant to a sole source procurement authorized under Public Contract Code 3400(c)(3) in order to obtain a necessary item that is only available from one source. Contractor’s system is proprietary and is therefore only available from Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Contractor and Authority hereby agree as follows:

1. Definitions; Rules of Construction.

(a) **Definitions.** The following terms will have the indicated meanings when used in this Agreement:

“**Affiliate**” means, as to a Party, any other entity that, directly or indirectly, owns or Controls, is owned or Controlled by or is under common ownership or Control with such entity.

“**Business Day**” means any day other than a Saturday, Sunday or any business holiday on which the administrative offices of the Authority are required to be closed.

“Change Event” means an event not caused by Contractor that prevents Contractor's performance of the Work or increases Contractor's cost in performing the Work which is beyond Contractor's reasonable control, including but not limited to (a) Force Majeure, (b) changes in applicable Law or Permits that adversely impacts the Work, (c) delays caused by Governmental Authorities failure to issue Permits in a timely manner, (d) severe weather conditions, (e) delays caused by the acts, omissions or delays of the Utility including but not limited to delays in performing interconnection work, scheduling and performing inspections or in the receipt of interconnection approvals or permission to operate, (f) delays caused by Governmental Authorities having jurisdiction over the Project, or (g) delays caused by the failure of Authority to perform its obligations under this Agreement in a timely manner provided that such delays will not count as a Change Event unless Contractor gives written notice of such failure.

“Change Order” means a written change order specifying a change in the Scope of Work, the Project Price or the Project Schedule.

“Authority” has the meaning assigned to such term in the introductory paragraph of the Agreement.

“Authority Indemnitee” means the Authority and its respective Affiliates, successors, assigns, officers, directors, employees and agents.

“Authority Representative” means, with respect to a Project, the individual so identified in Section 16 of the applicable Agreement.

“Commencement Date” has the meaning assigned to such term in Exhibit C (Project Schedule) to the Agreement.

“Contract Term” has the meaning assigned to such term in Section 14(A) of the Agreement.

“Control” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“Defective” shall mean a defect in the Work that has a significant impact on its functionality or safety so as to result in or contribute to a failure to conform to the requirements or specifications for the Work as set forth within this Agreement.

“Effective Date” has the meaning assigned to such term in the introductory paragraph of the Agreement.

“Contractor” has the meaning assigned to such term in the introductory paragraph of the Agreement.

“Contractor Equipment” means all equipment, tools, machinery, temporary buildings, and other property to be utilized by Contractor (or any Subcontractor) in the performance of the Work but that are not incorporated into a Project.

“Contractor Indemnitee” means Contractor, its Affiliates, successors, assigns, officers, directors, employees, Subcontractors, and agents.

“Contractor's Representative” means the individual so identified in Section 16(A) of the Agreement.

“Facility” means, with respect to a Project, the building or other physical structure upon which the applicable System is installed.

“Final Completion Date” has the meaning given to such term in Section 9(C) hereof.

“Final Payment” means, with respect to a Project, payment to Contractor of the full Project Price in respect of such Project.

“Force Majeure” means any event or circumstance that (a) prevents the affected Party from performing its obligations under the Agreement, (b) is beyond the reasonable control of the affected Party, (c) is not due to the fault or negligence of the affected Party. Subject to the foregoing conditions, Force Majeure may include, but not be limited to: (i) war, riot, sabotage, acts of a public enemy, terrorist acts or other civil disturbance; (ii) formal industry wide strikes, walkouts, lockouts or similar industrial or labor actions or disputes, other than strikes, walkouts, lockouts or similar industrial or labor actions or disputes that are specific to Contractor's or Authority's Personnel; or (iii) earthquake, hurricanes, cyclones, floods, volcanic eruption, landslide, famine, plague, pandemic (including but not limited to COVID), epidemic, war, Government decreed official state of emergency, or severe weather conditions, including winter and rain events, heat or sustained winds, in each case, that are severe and that prevent Work on the Project Site taking into account safety considerations in accordance with Prudent Industry Practices. Force Majeure shall not include (1) economic hardship or lack of funds, (2) changes in market conditions, (3) late delivery of machinery, equipment, materials, spare parts, or consumable goods except when such late delivery is due to Force Majeure or (4) late performance by Contractor caused by negligent acts or omissions on the part of Contractor or any of their respective Subcontractors or any other delay caused by any such Subcontractor that is not caused by a Force Majeure affecting such Subcontractor.

“Governmental Authority” means any federal, state, local or foreign government in any jurisdiction having authority over the Authority, Contractor, any Project, or the Project Site, or any department, court, commission, board, agency, institution, or similar entity of any such government.

“Guaranteed Maximum Price” has the meaning given to such term in Section 2(A) hereof.

“Guaranteed Substantial Completion Date” means August 26, 2026.

“Hazardous Substances” means any substance or material regulated or governed by any applicable Governmental Authority, or any substance, emission, or material now or hereafter deemed by any Governmental Authority having jurisdiction to be a “hazardous substance,” “toxic substance,” “pesticide,” “hazardous waste,” or any similar classification, including by reason of deleterious properties, ignitability, corrosivity, reactivity, carcinogenicity, or reproductive toxicity.

“Indemnitee” has the meaning assigned to such term in Section 19(C) of the Agreement.

“Indemnitor” has the meaning assigned to such term in Section 19(C) of the Agreement.

“Law” means (to the extent each of the following has the force of law) (i) any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, treaty, decree, announcement, or published practice or any interpretation thereof (including those related to taxes and the environment), specified standards or objective criteria contained in any applicable Permits, or other legislative or administrative action of any applicable Governmental Authority, or (ii) any applicable engineering, construction, safety or electrical generation code adopted by any Governmental Authority and/or incorporated by reference into any law or regulation of any Governmental Authority.

“Lien” means any lien, mortgage, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, mechanic's liens and other liens arising under law, and any agreement to give any security interest).

“Losses” means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments and excluding consequential and incidental damages), costs and expenses of any kind, character or description (including payments, refunds and delivery of additional goods and/or services, interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).

“Materials” means all of the equipment, fixtures, materials, spare parts and supplies that are to be provided by Contractor (or any Subcontractor) that are to become part of a Project.

“Mechanical Completion” means the completion of all of the Mechanical Completion Tasks to the satisfaction of the Authority.

“Mechanical Completion Certificate” has the meaning assigned to such term in Section 9(A) of the Agreement.

“Mechanical Completion Date” has the meaning assigned to such term in Section 9(A) of the Agreement.

“Mechanical Completion Tasks” has the meaning assigned to such term in Section 9(A) of the Agreement.

“Party” or **“Parties”** has the meaning assigned to such term in the introductory paragraph of the Agreement.

“Permits” means any formal permit, approval, license, consent, decree, waiver, privilege, authorization, exemption from, or filing required from any Governmental Authority having jurisdiction over the System or the Work.

“Person” means any individual, corporation, partnership, joint venture, trust,

unincorporated organization, association, or Governmental Authority

“Project” means the installation of the System at the Project Site pursuant to the terms of this Agreement.

“Project Milestones” means those milestones in connection with the completion of the Project as are set forth on Exhibit B, including the Mechanical Completion and Substantial Completion.

“Project Site” means that parcel of property or building thereon upon which the System will be installed.

“Project End Date” means, with respect to a Project, the date that is Ninety (90) days after the Guaranteed Substantial Completion Date for such Project, as such dates may be extended in accordance the terms of the Agreement.

“Project Manager” means, with respect to a Project, the individual so appointed by Contractor pursuant to Section 4(C) of the Agreement for such Project.

“Project Price” means the aggregate price for the work hereunder as set forth in Section 2(A).

“Project Schedule” means the supply and installation schedule set forth in Exhibit C (Project Schedule) of the Agreement.

“Prudent Industry Practice” means those practices, methods, techniques, and standards in effect in the solar power construction industry at the time of performance of the Work that are commonly used in prudent engineering and construction to design and construct equipment of similar size and type as the Projects, which practices, methods, techniques and standards, in the exercise of responsible professional judgment in light of the facts known at the time a decision is made, could reasonably have been expected to accomplish the desired result consistent with good business practices, cost, reliability and safety. Prudent Industry Practice is not intended to mean the optimum practice, method, technique or standard but rather refers to a range of commonly used and reasonable practices, methods, techniques and standards.

“Punchlist” has the meaning assigned to such term in Section 9(C) of the applicable Agreement.

“Punchlist Item” means, with respect to a Project, any item of uncompleted Work that (considered individually or in the aggregate) does not or will not adversely affect the performance of such Project (or any portion thereof) or the ability of the applicable Authority to operate such Project (or any portion thereof) in any material respect in the ordinary course of business in accordance with Prudent Industry Practice.

“Representative” means the Authority Representative or Contractor's Representative set forth in the Agreement, as the context requires.

“Scope of Work” means scope of work for the Project as set forth in Exhibit A to the

Agreement.

“**Specifications**” has the meaning set forth in Section 3(A).

“**Subcontract**” shall mean an agreement between Contractor and any Subcontractor.

“**Subcontractor**” means (i) any subcontractor, vendor, or supplier of Materials or services to Contractor or any other Subcontractor or (ii) any Person engaged or employed by either in connection with the performance of any portion of the Work.

“**Substantial Completion**” means the completion of all of the Substantial Completion Tasks to the satisfaction of the Authority.

“**Substantial Completion Certificate**” has the meaning assigned to such term in Section 9(B) of the Agreement.

“**Substantial Completion Date**” has the meaning assigned to such term in Section 9(B) of the Agreement, as such date may be extended in accordance with the terms of the Agreement.

“**Substantial Completion Tasks**” has the meaning assigned to such term in Section 9(B) of the Agreement.

“**System**” means the photovoltaic generation system as described in the Scope of Work and all related equipment, improvements, racking and accessory structures to be installed by Contractor.

“**Tax**” means any tax, levy, imposition, impost, fee, assessment, deduction, charge or withholding imposed by any Government Authority, as well as any interest, penalty or assessment payable or imposed with respect to any of the foregoing, but exclusive of any penalty, fine or payment for violating any applicable Law.

“**Warranty**” means the warranties provided by Contractor with respect to the System and the Work.

“**Work**” means, with respect to a Project, all duties and responsibilities assigned to or undertaken by Contractor in respect of such Project pursuant to the Agreement including the design, supply and installation work and related services to be performed by Contractor.

“**Work Site**” means, in respect of a given Project, any physical area within the Project Site in which Work is performed.

(b) **Rules of Construction.** Unless the context of the Agreement otherwise requires, (a) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified, or otherwise supplemented from time to time; (b) references to any Person shall include such Person's successors and assigns (subject to Section 25, if applicable); (c) references to “Sections” and “Exhibits” are to Sections of, and Exhibits to, this Agreement, each of which is made a part of this Agreement for all purposes; (d) the meanings specified are applicable to both the singular and plural; (e) wherever the words “include,”

“includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”; (f) all references to “herein,” “hereof,” “hereunder,” and similar terms shall be deemed to refer to this entire Agreement; and (g) references to any gender include all others if applicable in the context.

2. PRICE; PAYMENTS

(A) Project Price. As consideration for performance of the Work required herein, Authority agrees to pay Contractor the Total Contract Price of *One Million Seven Hundred and Thirty Six Thousand and Four Hundred and Twenty Eight Dollars \$1,736,428* (“Total Contract Price”) provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Authority. Payment shall be made in accordance with Exhibit “B.”

(B) Contract Retentions. From each approved milestone payment, five percent (5%) will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

(C) Other Retentions. In addition to Contract retentions, the Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as reasonably determined by the Authority, incurred by the Authority for which Contractor is liable under the Contract; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority’s right to such sums. The Authority shall provide Contractor’s Authorized Representative with written notice of its intent to deduct any amounts under this Section 2 (C) at least 10 Business Days before the date any deduction is scheduled to be implemented and Contractor shall have an opportunity to materially cure the event giving rise to the potential deduction within such period.

(D) Substitutions for Contract Retentions. [Intentionally Deleted].

(E) Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

(F) Payment Schedule. The Project Price shall be due and payable in the amounts and in accordance with the satisfaction of the Project Milestones as set forth on Exhibit B.

(G) Payment Instructions. Each time that a payment is due and payable to Contractor under the terms of this Agreement, Contractor shall issue to Authority an invoice accompanied by documentation to verify the completion of the Project Milestone associated with such payment.

(H) Payment Date. Payments required pursuant a valid invoice shall be payable within ten (10) Business Days of Authority's receipt of the invoice.

(I) Waiver of Liens. As a condition precedent to the obligation of Authority to pay the portion of the Project Price due and payable upon the Project Milestones of Mechanical Completion and the portion due and payable upon Substantial Completion, Contractor shall deliver with the invoice in respect of such payments submitted to Authority, a waiver and release of liens and security interests to the extent of such payment in form reasonably acceptable to Authority, duly executed and acknowledged by Contractor, in order to assure an effective release of mechanics' and materialmen's liens.

3. SCOPE OF WORK; PROJECT PHASES

(A) General Description of the Work. Subject to the terms and conditions hereof and the scope of work set forth in Exhibit A, Contractor shall furnish, undertake, or provide (or cause to be furnished, undertaken, or provided), in a good and workmanlike manner, all services, supervision, testing, labor, personnel, materials, supplies, equipment, and machinery reasonably necessary to engineer, design, procure, construct, install, and commission the Project in accordance with Prudent Industry Practice and the provisions of this Agreement. All equipment and materials used in the Project will be new and in conformity with the specifications set forth in (i) Exhibit A, and (ii) to the extent a specific specification is not defined in Exhibit A or the Design Documents, then equipment and materials as would be considered best quality in the industry for a project with an anticipated working life of no less than twenty years (assuming on-going operation and maintenance obligations are met and equipment and materials with a lifespan of less than twenty years are replaced in a timely manner) and in compliance with all applicable construction and electrical codes (collectively, the "**Specifications**"). The Specifications will be updated to include the specifications set forth in the final Design Documents attached to the Notice of Final Design,

(B) Performance. The Work in relation to the Project to be conducted hereunder shall be described in, and performed by Contractor in strict accordance with the Specifications and the final Design Documents.

(C) Design Phase. Upon Agreement execution, Contractor shall prepare the designs and drawings necessary for the construction of the Project in accordance with the Specifications (collectively "**Design Documents**"). Contractor shall deliver draft Design Documents to Authority for review and approval, which approval shall not be unreasonably withheld. Authority shall diligently review and respond to each submission by Contractor by the date stated in the Project Schedule for Authority response, but in no event longer than ten (10) Business Days after such submission. When the Design Documents have been approved by Authority, Contractor will submit a Notice of Final Design with the final version of the Design Documents attached.

(D) Permits. Upon Authority's written approval of the final Design Documents, Contractor shall seek and obtain all Permits except for any grading and building permits that are necessary from the County of Placer, which shall be the responsibility of the Authority. Contractor shall exercise all reasonable diligence to ensure that all necessary permits and approvals are received by the date stated in the Project Schedule for Permit Approval. Authority shall not unreasonably withhold its consent to any modifications to the Design Documents that may be requested by any governmental or quasi-governmental agency with jurisdiction over the Project or the Work on the Project, excepting any changes that materially affect the tilt, azimuth or number of photovoltaic modules, or other aspects of the original design that may affect the Project Price, or that materially affect the siting of the Project and its impact on Authority's operations. The governmental phase requires, in part, that all approvals necessary for the Project to be constructed have been received and provided to Authority in writing.

(E) Construction Phase. Within thirty (30) days of both (i) written notice that all permits and approvals necessary to begin construction of the Project have been secured, and (ii) written notice from Authority to proceed with Work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, Contractor shall commence the construction of the Project in accordance with the final Design Documents and all other Specifications.

(F) Commissioning Phase. Following Mechanical Completion of the Project and before the Substantial Completion Date, Contractor shall conduct all commissioning tests and inspections required to confirm that the System are operating normally in accordance with the Specifications.

(G) Substantial Completion. Substantial Completion shall occur when the commissioning phase has been completed, all inspections and approvals necessary for the commencement of normal operation of the System have been obtained and the System is ready to commence normal operation.

(H) Project Completion and Closeout. Authority shall acknowledge final inspection and completion of the Project by executing a Notice of Final Completion in accordance with Section 9.

(I) Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Compensation and Payment (Exhibit "B")
- Project Schedule (Exhibit "C")
- Insurance Requirements (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- Labor Code Section 1861 Certification (Exhibit "F")
- Public Works Contractor Registration Certification (Exhibit "G")
- California Air Resources Board Fleet Compliance Certification (Exhibit "H")

4. CONDUCT OF WORK

(A) General. Subject to the terms and conditions hereof, Contractor shall diligently conduct all Work in a timely manner in accordance with the terms of this Agreement and the Project Schedule.

(B) Safety; Emergencies.

(i) Precautions. Contractor shall be responsible for maintaining reasonable safety precautions and programs (i) consistent with applicable health and safety Laws, including requirements of any Governmental Authority having jurisdiction over the Work or the Work Site, and (ii) reasonably designed in accordance with Prudent Industry Practices to mitigate the risk of injury to persons or material damage to property on, about, or adjacent to the applicable Work Site. Contractor shall erect and maintain reasonable safeguards for the protection of workers and the public. Contractor shall exercise reasonable efforts to abate reasonably foreseeable safety hazards created by or otherwise resulting from performance of the Work.

(ii) Emergencies. In the event of any emergency arising from the Work or circumstances at the Project Site that endangers life or property, Contractor shall take such action as may be reasonably necessary to prevent, avoid, or mitigate such injury, damage, or loss in accordance with Prudent Industry Practice and shall promptly notify the Authority Representative of any such emergency and the related actions taken by Contractor.

(iii) Authority Actions. Whenever Contractor has not complied with its express obligations set forth in Sections 4(B)(i) or 4(B)(ii), and creates an emergency described in Section 4(B)(ii) that requires immediate action, Authority may take reasonable precautions, but the taking of such action by Authority (or its failure to do so) shall not limit Contractor's liability or its obligations under this Agreement. Contractor shall reimburse Authority for the documented costs incurred by Authority in taking such precautions.

(C) Contractor Personnel; Labor Relations.

(i) Project Manager. Contractor shall appoint, and indicate in writing to the Authority Representative, a Project Manager for the Project. The Project Manager, who may at any time be changed by Contractor through notification to Authority, shall be engaged in the Work on a full-time basis, shall have full supervision over the completion of the Work, and shall act as the primary point of contact with the Authority regarding all matters relating to the Work. All communications from the Authority to Project Manager shall be deemed to be given to Contractor.

(ii) Site Staff.

(a) Contractor shall ensure that there are at the applicable Work Site suitably qualified and experienced personnel to manage and perform the Work at such Work Site, including, if required, licensed electricians and other personnel as required by subsection 4 below.

(b) If at any time Authority reasonably believes that any personnel of Contractor are not performing their duties in a good, workmanlike, and professional manner, then Authority may notify Contractor in writing thereof. Authority shall have the right to require

Contractor to replace such personnel (i) with respect to the first offense, ten (10) Business Days after Contractor's receipt of such notice if Contractor has not remedied such situation by ensuring that the personnel cited by Authority does thereafter perform their duties in a good, workmanlike and professional manner during that period, and (ii) with respect to any subsequent offense which has not been timely corrected in accordance with Section (b)(i) hereof, two (2) Business Days after Contractor's receipt of such notice. All costs associated with the replacement of such personnel under this Section 4(C)(ii)(2) shall be borne by Contractor.

(iii) Labor Relations. Contractor shall use reasonable efforts in the employment of labor and Subcontractors (whether directly or indirectly employed) so as not to cause any conflict or interference with or between the various trades or any delay in the performance of Contractor's obligations. Contractor shall be responsible for labor relations matters relating to the Work and shall use, and shall cause its Subcontractors to use, reasonable efforts to maintain harmony. Contractor shall use, and shall cause its Subcontractors to use, reasonable efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes and strikes. To the extent required by Law or in connection with any applicable permit or approval necessary for the Project, Contractor will pay prevailing wages, employ union personnel or enter into a Project labor agreement. Contractor will be solely responsible for determining in advance whether any such requirement may apply to the Project and included such cost in the Project Price.

(iv) Employment of Qualified Personnel. Whenever required by Law or Prudent Industry Practice, Contractor agrees to employ licensed personnel to perform engineering, design, architectural, or other professional services in the performance of the Work.

(v) Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

(vi) Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by

the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

(vii) Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

(viii) Payroll Records. Contractor and each subcontractor shall comply with all applicable laws and regulations regarding payroll records as provided in Labor Code section 1776. Contractor shall promptly respond to any notice of noncompliance with the requirements of this section. Contractor acknowledges that it may be subject to penalties for non-compliance and any such penalties will be the sole responsibility of Contractor.

(ix) Contractor and Subcontractor Registration. Contractor and subcontractor, shall comply with all applicable laws and regulations regarding registration with the Department of Industrial Relations and prior to commencement of any work that is subject to prevailing wage pursuant to this Agreement, Contractor and/or its subcontractors, as applicable, will provide a completed and executed copy of the Public Works Contractor Registration Certification attached hereto as Exhibit "G". .

(x) Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(D) Cleanup; Non-Interference.

(i) Contractor shall at all times keep each Work Site reasonably free from waste materials or rubbish caused by its activities. As soon as practicable after the completion of all Punchlist Items with respect to the Project, Contractor shall remove all of Contractor Equipment and shall completely remove all waste material and rubbish from and around the applicable Work Site.

(ii) Contractor shall carry out the Work so as not to interfere with access to, use of, or occupation of the Authority's premises, except to the extent required in order to perform the Work in accordance with the requirements of this Agreement, including the Project Schedule.

(E) Subcontractors.

(i) Authority acknowledges and agrees that Contractor may intend to have portions of the Work accomplished by Subcontractors pursuant to written Subcontracts between Contractor and such Subcontractors. Contractor shall cause all Subcontractors to perform their work in conformity with all provisions hereof. No Subcontractor is intended to be, or shall be deemed to be, a third-party beneficiary of this Agreement. Contractor agrees that it shall be fully responsible to Authority for the acts and omissions of the Subcontractors and of any Persons directly or indirectly employed by them, as it is for the acts or omissions of Persons directly employed by Contractor. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Authority with respect to the Work, or (ii) obligate Authority to pay, or to cause the payment of, any Subcontractor. Entry into any Subcontract shall not relieve Contractor of any of its obligations to perform the Work in accordance with this Agreement.

(ii) Contractor shall ensure that all Subcontracts (i) are in writing and (ii) provide that the rights (including warranties) and obligations of Contractor under each Subcontract shall be assignable to Authority upon the written request of the Authority Representative, without further consent of such Subcontractor, following any termination by Authority of this Agreement pursuant to Section 14, provided, that the requirement in this clause (ii) shall be limited, in the case of the procurement of equipment for the Project, to Subcontracts for the supply of modules, racking and inverters.

(iii) Books and Records. Contractor shall, and shall cause its Subcontractors to, keep such books, records, and accounts relating to the Project and the Work in accordance with Prudent Industry Practices and as may be reasonably necessary for compliance with its obligations under this Agreement. Upon Authority's request, Contractor shall provide to Authority copies of such of Contractor's records relating to the Projects as are reasonably necessary to verify Contractor's compliance under this Agreement.

(F) Hazardous Substances. Contractor shall not, and shall not permit any Subcontractor to, manufacture, store, transmit, or bring any Hazardous Substance over or upon any Work Site except in accordance with applicable Law and Permits or to release, discharge or otherwise dispose of any Hazardous Substances brought to the Work Site by Contractor or any Sub-Contractor other than in accordance with applicable Law and Permits. Contractor shall be liable for, and shall perform necessary clean-up, removal, and remediation of, any Hazardous Substances for which it is responsible under this Section 4(F).

(G) Permits. Contractor shall, except as explicitly agreed otherwise between the parties, procure all Permits required in connection with the Project and the Work and any completion certificates required by applicable Law certifying that the Project has been built in accordance with applicable Permits. Authority shall cooperate with any such Permits, including execution of applications that are in the name of the Authority. Contractor shall give the notices and pay the fees (as part of the Project Price) required to be given or paid to any Governmental Authority in relation to any Permits that are the responsibility of Contractor under this Section 4(G).

(H) Reserved.

(I) Site Conditions. Contractor will use reasonable commercial efforts to familiarize

itself with the Work Site, the electrical infrastructure and interconnection point with the Utility, the general and local labor conditions, any necessary Permits, and all other matters that might reasonably be expected to affect the execution of the Work in connection with the Project. For rooftop installations, Contractor will review and evaluate the structural components of the roof and its ability to support the additional load of the System and will notify Authority in advance of any work that is necessary, including roof repairs, for the installation of the System. If Contractor will be installing solar carports or any ground mounted installation of the System, then Contractor will further perform an evaluation of sub-surface conditions and the location and easements for any local utilities connections within the Work Site. Authority shall, in accordance with Section 15 hereof, disclose to Contractor any and all known conditions concerning the Work Site(s) which may reasonably affect the execution of the Work in connection with the Project, including physical characteristics of the Work Site, legal descriptions, data and drawings, environmental studies, reports, tests, inspections, and other existing conditions in the possession and control of the Authority and its affiliates. Contractor assumes the risk with respect to existing structural and geotechnical conditions that should have been apparent from an inspection in accordance with Contractor's obligations under this Section or were otherwise disclosed by Authority in writing in accordance herewith. With respect to latent or unknown conditions that would not have been apparent from an inspection, any charge for any incremental costs or delay directly caused by such structural and geotechnical conditions shall be made only in accordance with Section 7 hereof (unless otherwise agreed in Exhibit A).

(J) Access; Correction of Defects.

(i) Right to Inspect. The Authority and its authorized representatives shall at reasonable times have the opportunity to access any place where Work is being performed to have the opportunity to observe the Work. Contractor shall make arrangements and provide for such access subject to any safety and security requirements and any requirements in any site lease for the Work Site, and the Authority shall be responsible for all costs associated with their presence (except as otherwise expressly set forth in this Agreement). Such Persons shall have the right to be present during commissioning, and shall, by way of example and not limitation, have access to commissioning procedures, quality control reports, and reports and data.

(ii) Correction of Defects. Prior to Substantial Completion, Contractor shall, at its sole cost and expense, correct any part of the Work that is Defective or otherwise not performed in accordance with the Specifications, regardless of the time or place of discovery of such errors and regardless of whether the Authority Representative has previously accepted it through oversight or otherwise. In the event that any part of the Work is discovered to be in a Defective condition or otherwise not in conformance with the Specifications for such Work after Substantial Completion of the Project, correction of such defective condition shall be governed by the Warranty.

(iii) Disclaimer. Except as otherwise set forth in this Agreement, no inspection or review by the Authority or the Authority Representative shall constitute an approval, endorsement, or confirmation of any drawing, plan, specification, Materials or Work or an acknowledgment by the Authority Representative that such drawing, plan, specification, Materials or Work satisfies the requirements of this Agreement; nor shall any such inspection or review relieve Contractor of any of its obligations to perform the Work and furnish Contractor Equipment

so that the Project, when complete, satisfies the requirements of this Agreement.

5. OWNER'S RESPONSIBILITIES

(A) Site Responsibilities. Authority shall be responsible for any Hazardous Substances at the Work Site that were not brought to the Work Site by Contractor or any Subcontractor. Authority will take all necessary precautions with respect to any such Hazardous Substances. Authority will make the Work Site(s) available to Contractor according to dates specified in Exhibit C as applicable and during the course of the Work. Authority and Contractor will cooperate in a commercially reasonable manner to accomplish the Work in accordance with the Specifications and the Project Schedule set forth in Exhibit C.

(B) Permits; Easements. Authority will reasonably and promptly cooperate with Contractor in pursuing any Permits required in connection with the performance of the Work and design, construction, installation, inspection, commissioning, operation, maintenance and ownership of the System. Authority will further be responsible for obtaining or granting any easements that are necessary for the installation, maintenance and repair of utility infrastructure, including any easement required by Utility.

6. INSPECTIONS

(A) When Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by this Contract. Authority shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

(B) Commissioning. In addition to the inspections described in Sections 6(A) and 6(B), as a condition to Substantial Completion of the Project, Contractor will undertake the testing and commissioning of the Project to certify that the System is working at the generation capacity specified in Exhibit A. Upon successful completion of the commissioning process, Contractor will submit a report to Authority with a certification that the System is ready for normal operation.

7. CHANGES IN SCOPE

(A) Authority Changes in Scope. At any time prior to Mechanical Completion, Authority may request in writing to Contractor a change in the Scope of Work of the Project. Contractor shall promptly submit to Authority an estimate of the difference between the cost of the Work as originally planned and as required by the alteration or change. Contractor shall also submit an estimate of the changes to costs and time schedule caused by such alteration or change. Contractor will use reasonable efforts to accommodate an Authority requested change subject to Contractor's work schedule. Should a change be agreed by Authority and Contractor, the cost difference shall, as applicable, be added to or deducted from, the Project Price, and the Project

Schedule shall be modified to reflect the change. Any such agreed changes shall be documented in a Change Order.

(B) Required Changes. If Contractor discovers any facts, circumstances or conditions requiring changes to the Project Price or Project Schedule that arise out of a Change Event, the failure of Authority to perform its obligations under this Agreement in a timely manner, or the discovery of a latent condition at the Work Site that was not reasonably foreseeable by Contractor on the Effective Date notwithstanding Contractor's inspection obligations pursuant to Section 4(I), Contractor will provide a proposed Change Order. The proposed Change Order shall contain a detailed description of the required change and why it qualifies for a required change pursuant to this Section 7(B), the specific changes in work or equipment, any adjustment to the Project Price and the Project Schedule, including an estimate of the increase or decrease, if any, in the cost and time required to complete the Work, together with an explanation of the basis for such estimate. Contractor will not proceed with any Change Order pursuant to this Section 7(B) until it has been approved in writing by Authority. To the extent that the cost of a Change Order pursuant to this Section 7(B) would increase the cost of the Project by more than ten percent (10%), Authority will have the right to terminate this Agreement in accordance with Section 14(E).

8. LIENS

(A) Prohibition on Liens. In no event will Contractor directly or indirectly create, incur, assume, or suffer to be created by it or any Subcontractor, employee, laborer, materialman, or other supplier of goods or services any right of retention, claim, lien, charge or encumbrance on the Work, the Materials, or any Work Site, the Project, the System(s), any Facility, or any part thereof or interest therein. Contractor's remedies for the failure of Authority to make any payment due will be the enforcement of the terms of this Agreement.

(B) Indemnity from Liens. Contractor shall indemnify, defend, and hold harmless the Authority Indemnitees from and against liens and all other claims, demands, and causes of action in connection with any Subcontractor's provision of design, labor, Materials and/or services in connection with this Agreement.

(C) Discharge of Liens. Upon the failure of Contractor to promptly pay, discharge, or provide security reasonably acceptable to Authority for any lien within thirty (30) days of notice of the existence thereof from any source, Authority may, but shall not be obligated to, pay or discharge such lien and, upon the payment or discharge thereof, shall be entitled to immediately recover from Contractor the amount thereof together with expenses incurred by it in connection with such payment or discharge or to set off all such amounts against any such sums owed by the Authority to Contractor under this Agreement.

9. COMPLETION

(A) Mechanical Completion. Once the Mechanical Completion Tasks set forth in Exhibit C have been completed to the satisfaction of the Authority, the Authority shall issue a certificate that certifies the satisfaction of the Mechanical Completion Tasks (the "**Mechanical Completion Certificate**") as of a specific date (the "**Mechanical Completion Date**").

(B) Substantial Completion. Once the Substantial Completion Tasks set forth in

Exhibit C have been completed to the satisfaction of the Authority, the Authority shall issue a certificate that certifies as to the satisfaction of the Punchlist Items and the Substantial Completion Tasks (the “**Substantial Completion Certificate**”) as of a specific date (the “**Substantial Completion Date**”).

(C) Punchlist. Contractor will notify Authority at least five days in advance of any inspection in connection with Mechanical Completion and Substantial Completion. The Authority Representative and an authorized representative of Contractor shall be entitled to inspect the Project, and Contractor shall, within 2 business days of such inspection, prepare a listing of Punchlist Items as a result of such inspection and provide it to the Authority Representative together with an estimate of the time to complete and/or correct the Punchlist Items. The Authority Representative shall review and comment on the Punchlist not later than five (5) days after the Authority Representative's receipt thereof, and Contractor shall issue a revised Punchlist that takes account of or responds to the Authority Representative's comments not later than five (5) days after Contractor's receipt of such comments. Contractor's Representative and the Authority Representative shall each sign the Punchlist once it has been agreed. Contractor shall complete all Punchlist Items to the reasonable satisfaction of the Authority Representative no later than date(s) specified for such Punchlist Items in the Punchlist. Contractor will submit a Notice of Final Completion when the Punchlist Items from the Substantial Completion inspection has been completed and the date of such notice will be the “**Final Completion Date**”, subject to review and acceptance by Authority. Authority will notify Contractor within five (5) days of receipt of the Notice of Final Completion if it disputes that Final Completion has occurred.

10. PROJECT SCHEDULE

(A) Compliance with Project Schedule. Subject to the terms of this Agreement, Contractor will perform the Work in conformity with the Project Schedule and in such a manner that the Substantial Completion of the Project shall be on or before the Guaranteed Substantial Completion Date. Contractor acknowledges that the availability of Grant Funding and IRA Funding may be subject to completion of the System by a particular date and that a delay could jeopardize the receipt of such funding.

11. DOCUMENTATION; REPORTS

(A) General. Documentation from Subcontractors shall be incorporated into the documentation to be provided by Contractor pursuant to this Section 11. The documentation shall be provided in form and format available as a result of the design and construction process and shall be provided with a project specific title heading. Where appropriate and reasonable, Contractor shall provide reduced copies of documents; provided, however, key drawings shall only be provided in the original size. Where any of the documentation to be submitted to the Authority Representative was produced on computer-aided design and is available to Contractor, Contractor shall provide to the Authority Representative with such documentation in electronic format. Authority shall have a limited license to use such documents on the terms described in Section 12(C).

(B) Drawings.

(i) The Design Documents, preliminarily marked-up at the time of

submission, shall be available for examination in Contractor's offices by the Authority Representative or its representatives sixty (60) days after Substantial Completion of the Project.

(ii) Final updated "as-built" drawings for the Project shall be provided by Contractor to the Authority Representative not later than sixty (60) days after Substantial Completion of the Project.

(C) Operations and Maintenance Manual. The Operations and Maintenance Manual shall be suitable to allow the Authority or its designee to operate and maintain the System. The Operations and Maintenance Manuals shall (i) be based upon the Specifications; (ii) be consistent with Prudent Industry Practice; and (iii) include the following information:

(iii) necessary technical documents that enable the operating personnel to start-up, operate, and shut down the System;

(iv) necessary documents required for maintenance of subsystems, equipment units, and items incorporated into the Project (including non-proprietary technical information from vendors);

(v) necessary drawings and diagrams for the appropriate use of above items, such as P&IDs, electrical one-line diagrams, etc., for each system of the Project; and

(vi) control configuration and process flow diagrams for the System.

The final Operations and Maintenance Manual for the Project shall be provided by Contractor no later than sixty (60) days after Substantial Completion of the Project.

(D) Biweekly Progress Reports. Unless otherwise specified in Exhibit C (Project Schedule), Contractor shall discuss telephonically details regarding the completion of any milestones in the Project Schedule, the status of the supply of Materials necessary for the completion of the Work, a comparison of the actual schedule of the Work with the Project Schedule, and an evaluation of problems and deficiencies and a description of any planned corrective action with respect thereto. Contractor shall promptly notify the Authority Representative in writing at any time that Contractor has reason to believe that there will be a material deviation from the Project Schedule that may result in Contractor failing to meet Contractor Substantial Completion Date, and Contractor shall specify in said notice any corrective action planned to be taken by Contractor.

12. TITLE AND RISK OF LOSS

(A) No Liens. Contractor warrants that the Work and the Materials shall be free and clear of liens and any claims, charges, security interests, encumbrances, or rights of other Persons arising as a result of any actions or failure to act of Contractor, any Subcontractor, or their employees or representatives.

(B) Title to Work. Title to the Work and the applicable portions of the System (or applicable portion thereof) shall transfer from Contractor to Authority at the earlier to occur of payment for such Work or incorporation of such Work into the System.

(C) Intellectual Property Rights. All materials, data, work product, results, reports, drawings and any other information received, generated, derived or provided to Authority by Contractor pursuant to this Agreement will be and remain the sole property of Authority, provided, however, that Contractor will retain ownership of all general knowledge and know-how that is included in the Design Documents and Authority will have a perpetual royalty free license to use same in connection with the Project, or on any other Project for which Contractor is not retained at its sole risk. Contractor represents and warrants that it has valid right or license to use all intellectual property included in the preparation of the Design Documents and construction of the Project and that no royalty or other payment will be due from Authority to any third party in connection therewith.

(D) Risk of Loss. Notwithstanding passage of title as provided in Section 12(B), and only to the extent such loss or damage is caused by the fault or negligence of Contractor and/or its Subcontractors, Contractor shall bear the risk of loss and damage and shall be obligated to repair, replace, or reconstruct any portion of the Work or Materials comprising the Project that is lost, damaged, or destroyed prior to Substantial Completion. Contractor's foregoing obligation pertains to all Materials at all times until the date on which the Authority accepts the Substantial Completion Certificate.

13. RESERVED

14. CONTRACT TERM; DEFAULT; TERMINATION

(A) Contract Term. The term of this Agreement (“**Contract Term**”) will commence upon the Effective Date, and, unless earlier terminated in accordance with this Section 14 shall remain in effect until, (i) the Project has achieved the Final Completion Date, Contractor has performed fully its obligations under this Agreement, including any warranty obligations; and (ii) Contractor shall have received Final Payment in respect of the Project.

(B) Event of Default. A Party will be in default of its obligations under the Agreement and an Event of Default will have occurred if:

(i) a Party fails to make any payment obligation hereunder and such failure remains uncured for ten (10) business days following written notice thereof by the non-breaching Party;

(ii) a Party fails to perform any material term of this Agreement (other than payment obligations) and (i) such failure remains uncured for thirty (30) days after written notice of the default; or (ii) such Party fails to diligently commence cure within such thirty (30) day period if a longer cure period is demonstrably required;

(iii) there is a delay in excess of thirty (30) days in Contractor's performance of its obligations in accordance with the Project Schedule through the commencement of construction (which is not excused pursuant to Section 7(B) and within ten (10) business days of written notice from Authority, Contractor fails to provide a plan to mitigate such delay to the reasonable satisfaction of Authority;

(iv) If any proceeding is instituted against either Party seeking to adjudicate such

Party as bankrupt or insolvent and such proceeding is not dismissed within sixty (60) days of filing, or if such Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if such Party files a petition seeking to take advantage of any other applicable Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or if such Party is unable to pay its debts when due or as they mature, as applicable, then the other Party may, without prejudice to any other right or remedy such other Party may have, terminate this Agreement effective immediately upon giving written notice of such termination to the affected Party.

(C) Termination for Default. Either Contractor or Authority may terminate this Agreement by thirty (30) days written notice to the other Party upon the occurrence of an Event of Default and pursue any rights and remedies it may have under law and equity, including with respect to Authority, the right to pursue Contractor for any costs to finish the Project in accordance with the Specifications and Design Documents that is in excess in the unpaid portion of the Project Price.

(D) Suspension of Work. In lieu of termination, Contractor shall also have the right to stop Work in the event the Authority is in breach of any payment obligation hereunder and such breach remains uncured for thirty (30) days following notice thereof by Contractor.

(E) Termination for Convenience. Neither party shall have the right to terminate the Project and this Agreement for convenience. .

(F) Delivery of Equipment and Materials. Following a termination of this Agreement for any reason, Contractor will deliver to Authority all materials and equipment procured by Contractor for the Project through the date of termination, subject to Authority's payment for such materials and equipment.

(G) Survival of Obligations. The expiration or earlier termination of this Agreement shall be without prejudice to the obligations which one Party owed to the other Party hereunder as of the time of such expiration or termination. The provisions of Sections 17, 18, 19, 20, 21, 22, 26, and 27 shall survive any such expiration or termination.

15. REPRESENTATIONS

Each Party represents to the other Party that:

(A) it is a legal entity organized or formed, validly existing and in good standing under the Laws of the State of Delaware;

(B) it has all requisite municipal, corporate, limited partnership, or limited liability company power and authority to execute, deliver and perform its obligations under this Agreement;

(C) the execution, delivery and performance of this Agreement has been duly authorized by all necessary municipal, corporate, limited partnership, or limited liability company action on its part;

(D) this Agreement has been duly executed and delivered by it and constitutes a valid

and binding agreement, enforceable against it in accordance with the terms thereof, except as may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and transfers, and moratorium or similar laws affecting the enforcement of creditors' rights;

(E) it is not currently in breach of, in default under, or in violation of, and the execution and delivery of this Agreement and the performance of its obligations hereunder will not constitute or result in any breach of, default under, or violation of, any Law or the provisions of such Party's organizational documents or any agreement or instrument to which such Party is bound or to which its assets are subject, which breach, default or violation could reasonably be expected to have a material adverse effect upon the ability of such party to observe the provisions of, and to perform its obligations under, this Agreement; and

(F) no suit, claim, action, arbitration, or legal, administrative or other proceeding is pending or, to its knowledge, threatened that would affect the validity or enforceability of this Agreement, the ability of such Party to fulfill its commitments hereunder in any material adverse respect, or that could result in any material adverse change in the business or financial condition of such Party.

16. PARTIES' REPRESENTATIVES/COORDINATION OF ACTIVITIES

(A) Representatives. Each Party hereby appoints the respective person indicated below as its Representative, who, unless otherwise indicated in writing by such Party, will be authorized to represent it in all respects regarding the Agreement:

Authority's Representative:

Western Placer Waste Management Authority
Scott Scholz
General Manager
3013 Fiddymont Road
Roseville, CA 95747
Phone Number: (916) 543-3960
Email: SScholz@wpwma.ca.gov

Contractor Representative:

Rafael Concha
VP of Operations
330 Madson Place
Davis, CA 95618
Phone Number: (530) 564-4260
Email: rconcha@biofiltro.com

Either Party may replace its Representative under this Agreement at any time by notifying the other Party of such replacement.

17. WARRANTIES

(A) Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

18. INDEMNIFICATION

(A) Contractor's Indemnification. Contractor shall indemnify, defend and hold harmless the Authority Indemnitees from and against any Losses arising from any claim for or arising out of any injury to, or death of, any Person, loss or damage to property of any Person, or penalties or fines assessed by any Governmental Authority, in each case to the extent that such Losses arise from (i) the acts or omissions of Contractor, its Subcontractors or their respective employees, agents or representatives at the Project Site in the course of performing the Work or any portion thereof; (ii) the negligence or willful misconduct of Contractor, its Subcontractors or their respective employees, agents or representatives, wherever occurring, in any manner arising out of, attributable to, in connection with or otherwise directly or indirectly related to this Agreement or the transactions contemplated hereby; or (iii) the failure of Contractor, its Subcontractors or their respective employees, agent or representatives to comply with the requirements of applicable Law in connection with any performance under this Agreement; provided that the foregoing shall not apply where such Losses arise from the sole negligence or willful misconduct of the Authority Indemnitees.

(B) Authority Indemnification. Authority shall indemnify, defend and hold harmless Contractor Indemnitees and agent from and against any Losses arising from any claim for or arising out of any injury to, or death of, any Person or loss or damage to property of any Person, in each case to the extent that such Losses arise from the negligence acts or willful misconduct of Authority or its employees, agents or representatives, at the Project Site; provided that the foregoing shall not apply where such Losses arise from the contributory negligence or willful misconduct of Contractor Indemnitees.

(C) Notification. Each Party shall promptly notify the other in writing of any claims from any third party that may be covered by the indemnities set forth in this Section 19.

(D) Defense of Claims. The indemnifying Party, under Section 19(A) (the “**Indemnitor**”) shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit on liability for which Indemnitor is responsible under any such Section, provided, however, that the indemnifying Party will not settle any case or claim without a full release of claims and liability against the Indemnitee. The indemnified party (the “**Indemnitee**”) shall give the Indemnitor such assistance as the Indemnitor may reasonably require in such defense, and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnitor fails to defend diligently such suit or proceeding, the Indemnitee may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, without the consent of the Indemnitor, without relieving the Indemnitor of its obligation under Section 19(A), and in either case the Indemnitor shall reimburse the Indemnitee for its expenses, court costs and reasonable attorneys' fees.

(E) Applicability. The waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability and the protections of the indemnity and hold harmless obligations expressed in this Agreement shall extend to each Party and its Affiliates and its and their officers, directors, employees, agents and representatives.

19. INSURANCE AND PERFORMANCE BONDS

(A) Insurance Requirements. Contractor shall carry and maintain insurance coverage at all times during the Term of this Agreement with the coverage and amounts set forth in Exhibit D.

(B) Payment and Performance Bonds. Within ten (10) Business Days of the Effective Date and prior to the commencement of any Work at the Project Site, Contractor shall provide performance and payment bonds in the full amount of the Project Price in the form provided for in Exhibit “E.”

20. TAXES

(A) Contractor Responsibilities. Contractor shall be responsible for and shall pay (or cause to be paid) all taxes imposed upon its net income, all payroll taxes of Contractor employees, and applicable sales taxes and import duties, if any, imposed upon Contractor. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work and any materials supplied hereunder shall be the exclusive responsibility of Authority.

(B) Tax Indemnity. Contractor agrees to indemnify, defend, and hold the Authority Indemnitees harmless against all taxes, penalties, and interest resulting from Contractor's failure to remit properly taxes, fees, levies, or other governmental charges for which Contractor is responsible under this Section 21.

21. RELATIONSHIP OF THE PARTIES

(A) Independent Contractor. Contractor shall perform and execute the provisions of this Agreement as an independent contractor, and none of Contractor, its Subcontractors, nor any of their respective employees or agents shall be deemed for any purpose to be an agent, servant, employee, or representative of Authority. Except as otherwise provided hereunder, Contractor shall have no power or authority to execute contracts on behalf of Authority or to otherwise bind Authority, nor shall Contractor represent itself as having such power or authority. Subject to the terms and conditions hereof, Contractor shall have control over the details of the Work and the manner in which the Work is to be accomplished. Contractor shall be solely responsible for all Work means, methods, techniques, sequences, and procedures for coordinating all parts of the Work. Contractor shall implement and utilize its internal control measures and systems to the extent Contractor deems them necessary or appropriate for the successful completion of the Projects.

(B) Relationship. Nothing contained in this Agreement shall be construed to create the relationships of employer and employee or franchisor-franchisee, between Authority and Contractor, or to make either Party a partner, joint venturer, fiduciary or co- employer of the other or give rise to any rights, obligations or duties of partners, joint venturers fiduciaries or co-employers. The employees of each Party shall not be deemed to be the employees of the other for any purpose. The Parties shall not have the authority to bind one another.

22. FURTHER ASSURANCES

Contractor and Authority agree to provide such information, to execute and deliver any instruments and documents, and to take such other actions as may be necessary and reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

23. FORCE MAJEURE

(A) Failure to Perform Due to Force Majeure. Neither Party shall be liable for the failure to comply with any of their respective obligations under this Agreement (other than the obligation to make payments when due) to the extent, and for the period plus such additional time as may reasonably be necessary to overcome the effect of such Force Majeure event, that such failure results from Force Majeure. The Party claiming a Force Majeure shall use commercially reasonable efforts to cure, mitigate or remedy the effects of a Force Majeure. Contractor shall be entitled to a day-for-day extension of the Guaranteed Substantial Completion Date and the Project End Date if Contractor fails to perform due to Force Majeure or other Change Event. In the event that any Force Majeure that would delay the Project beyond the Project End Date, then either Party will have the right to terminate this Agreement.

(B) Notice. As soon as possible following the date of commencement of any Force Majeure, if any Party desires to invoke such Force Majeure as the reason for such Party's failure to perform, it shall promptly (but not later than five (5) Business Days after learning of such Force Majeure), advise the other Parties in writing of such date, describing the Force Majeure and reasonable alternative measures that the affected Party has taken and proposes to take in order to avoid the effect of such Force Majeure on such Party's ability to fulfill its obligations under this Agreement and to mitigate the consequences thereof, and the nature and expected duration of such Force Majeure.

(C) Continued Performance. Upon the occurrence and during the continuance of any Force Majeure, the Parties shall endeavor to continue to perform their obligations under this Agreement so far as reasonably practicable, and Contractor shall during the period of such circumstances protect and secure the Work in such manner as the Authority Representative shall reasonably require. Contractor shall notify the Authority Representative of the steps that Contractor proposes to take including any reasonable alternative means for performance of the Work not prevented by the Force Majeure. Contractor shall be entitled to a Change Order in accordance with the terms of this Agreement for any increased costs arising in connection with a Force Majeure and/or a Change Event.

24. LAWS, RULES, REGULATIONS

In the performance of this Agreement and the carrying out of the Work hereunder, Contractor shall, and shall require its Subcontractors to, ascertain and comply with applicable Laws and applicable Permits.

25. CHOICE OF LAW AND VENUE

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF CALIFORNIA. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS WITH JURISDICTION, AS APPLICABLE, LOCATED IN PLACER COUNTY AND CONSENT TO JURISDICTION OF SUCH COURTS.

26. Claims; Government Code Claim Compliance

(A) Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(B) Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Authority, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Authority. A "Claim" does not include any demand for

payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

(C) Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Authority and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(D) Supporting Documentation. The Contractor shall submit all claims in the following format:

- (i) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
- (ii) List of documents relating to claim:
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other documents
 - (f) Chronology of events and correspondence
 - (g) Analysis of claim merit
 - (h) Analysis of claim cost, including calculations and supporting
 - (i) Time impact analysis in CPM format

(E) Authority's Response. Upon receipt of a Claim pursuant to this Section, Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the Authority issues its written statement.

(F) If Authority needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, Authority shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(G) Within 30 days of receipt of a Claim, Authority may request in writing additional documentation supporting the Claim or relating to defenses or claims Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Authority and the Contractor. Authority's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(H) Meet and Confer. If the Contractor disputes Authority's written response, or Authority fails to respond within the time prescribed, the Contractor may so notify Authority, in writing, within 15 Days of receipt of Authority's response or the Authority's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Authority shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(I) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Authority shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after Authority issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Authority and the Contractor sharing the associated costs equally. Authority and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by Authority and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(iv) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

(J) Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section

900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

(K) Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

(i) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(L) Government Code Claim Procedures.

(i) This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

(ii) In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority.

(iii) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by

Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the Authority.

(iv) A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

(M) Non-Waiver. Authority's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

27. GENERAL PROVISIONS

(A) Notices. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service or commercial overnight delivery and be effective upon receipt; or sent by electronic mail and be effective when the notice has been confirmed by the receiving party by return electronic mail (not an automated receipt or response), to the address or emails of each Party as set forth below:

For Authority:

Western Placer Waste Management Authority
Scott Scholz
General Manager
3013 Fiddymont Road
Roseville, CA 95747
Phone Number: (916) 543-3960
Email: SScholz@wpwma.ca.gov

For Contractor:

BioFiltro USA, Inc.
330 Madson Place
Davis, CA 95618
Attn: Rafael Concha
Phone Number: (530) 564-4260
Email: rconcha@biofiltro.com

With a courtesy copy to: jkenley@biofiltro.com

A Party may change its address, email address or telecopy number for notification purposes by giving the other Parties written notice of the new address or telecopy number and the date upon

which it will become effective.

(B) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be prohibited or unenforceable under applicable Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. To the extent permitted by applicable Law, the Parties waive any provision of such Law that renders any such remaining provisions of this Agreement prohibited or unenforceable in any respect.

(C) Waivers. No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

(D) Entire Agreement; Amendments. This Agreement and its Exhibits represent the entire agreement among the Parties with respect to its subject matter, and there are no other binding representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by each Party.

(E) Third Party Beneficiaries. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any Person other than the Parties.

(F) Assignment. This agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any purported assignment in contravention of this section shall be void. Except as set forth herein, neither Party may assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld.

(G) 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.

(H) 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.

(I) Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

(J) Incorporation and References. The Exhibits to this Agreement are hereby

incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Exhibits to this Agreement.

(K) References. References to a Section or an Exhibit shall be to such Section or Exhibit of this Agreement unless otherwise provided. References to any Law shall mean references to such Law in changed or supplemented form or to a newly adopted Law replacing a previous Law.

(L) Headings. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

(M) In Writing. Unless otherwise specifically indicated herein, any “agreements” or “notifications” in relation to this Agreement must be in writing in order to be effective.

(N) Announcements. Except as otherwise specifically provided herein or subsequently agreed, the Parties shall refrain from, and to require their representatives, agents, employees, and Subcontractors to refrain from, making any announcement regarding the Project or this Agreement except as expressly required by applicable Law; provided, however, if either Party is required by applicable Law to make an announcement concerning the proposed transactions, the announcing Party shall provide sufficient notification to the other Party in advance of the announcement to allow the other Party an opportunity to comment upon the form and substance of the announcement or to seek to delay or prohibit the announcement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused their authorized Representatives to execute this Agreement, effective as of the Effective Date.

AUTHORITY

**WESTERN PLACER WASTE MANAGEMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

CONTRACTOR

BIOFILTRO USA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SECTION 1. SCOPE OF WORK

BACKGROUND

The WPWMA is responsible for operating and maintaining all permanent equipment on site that is essential to the operation of the facility. In order to comply with federal, state and local regulations, WPWMA discharges landfill leachate to the appropriate Publicly Owned Treatment Works (POTW). WPWMA currently holds a wastewater discharge permit with the agency facilitating the POTW. Under the terms of the discharge permit, WPWMA is required to maintain Local Limits for a variety of constituents in the discharge water. WPWMA has worked with the POTW to determine a compliance schedule that will ensure WPWMA's full compliance by October 15, 2026. To achieve compliance, WPWMA has conducted a variety of water treatment pilot programs. This scope of work details the construction and operation of a pre-treatment facility that will achieve site compliance.

The purpose of this Agreement is for the Contractor to design, construct, and operate a wastewater pre-treatment facility to achieve compliance with the currently held Wastewater Discharge Permit. Contractor shall adhere to the following Scope of Services generally in conformance with Agreement to which this Exhibit A is attached. The Project shall be identified by six (6) tasks, outlined below.

Contractor shall coordinate and set weekly expectations with the WPWMA until all of WPWMA's comments/revisions have been adequately addressed by the Contractor. Contractor shall provide on-site training at completion of the project to review functionalities and features of the new system.

By entering into this Agreement, Contractor agrees to and will perform the services described herein.

CONSTRUCTION DOCUMENTS

Contractor shall prepare, for review and approval by the WPWMA, drawings and specifications (Construction Documents) with a level of detail reasonably acceptable to the WPWMA for the construction of the Biodynamic Aerobic (BIDA) System and associated facilities. The Construction Documents shall reflect the entire scope of construction, inclusive of all phases of construction if a phased construction approach is identified by Contractor. All drawings shall be prepared using AutoCAD. Specifications shall be prepared in Microsoft Word.

CONSTRUCTION DOCUMENTS

Contractor shall prepare a Construction Documents package that includes, but is not necessarily limited to, the following components:

Site Improvement Drawings

The site improvement drawings (civil drawing sheets) shall include the following:

- Site Plan

- Demolition Plan
- Site Layout and Control Plans
- Grading and Drainage Plans
- Utility Plans
- Site Details and Sections.

Structural Design and Drawings

The structural design and drawings shall include the following:

- Foundation Plan
- Structural Sections, Details, and Calculations

Electrical and Plumbing Plans

The electrical plans shall include a site plan for connections to existing power, new power distribution and any site lighting and panel schedules and one-line diagrams. The plumbing plans shall show the layout of plumbing features and details, as required, for industrial systems.

Utility Plans

Contractor shall prepare utility plans showing connections and extensions of the sanitary sewer, storm drainage and water supply systems.

Specifications

Contractor shall prepare technical specifications for the expansion of the Facility. Specifications shall be prepared in Construction Specification Institute (CSI) format. The specifications shall be in sufficient detail to specify all materials and include all needed requirements, standards and procedures for installation. All equipment selections shall be described in sufficient detail to allow the procurement of an "approved equal" in the event such an item is manufactured.

BID DOCUMENTS

Contractor shall prepare construction documents that include at least the following:

- Construction Agreement(s)
- General and Special Provisions
- Technical Specifications
- Measurement and Payment Provisions
- Appendices including pertinent studies and information (such as the Geotechnical Investigation) as deemed necessary by Contractor, WPWMA or any other applicable permitting entity.

Because construction may extend into the winter months, the construction documents developed by Contractor shall include, and require all construction contractors to follow, an Erosion Control Plan that details the temporary and permanent erosion control measures to be installed by the construction contractor(s) during construction.

DELIVERABLES FOR TASK 1

Contractor shall provide deliverables, in accordance with the following tables, at the one hundred percent (100%) design level. Electronic versions of the submittals shall be prepared in the following formats: Drawings shall be provided in AutoCAD format, specifications and bid documents in Microsoft Word format. The schedule for each submittal is presented in Exhibit B.

One Hundred Percent (100%) Design Level

Description	Deliverables
Drawings	<ul style="list-style-type: none">• Electronic files
Specifications	<ul style="list-style-type: none">• Electronic files
Bid Documents	<ul style="list-style-type: none">• Electronic files

PERMITTING

Contractor shall be responsible for permitting as provided in the Agreement.

DELIVERABLES FOR TASK 2

All copies of correspondence, documenting phone conversations and/or meetings, design development package and revisions to the package as submitted to the DRC, construction plans, specifications, calculations, cost estimate and supportive documentation as appropriate for securing permits from the various Placer County departments and other agencies.

CONSTRUCTION/CONSTRUCTION MANAGEMENT

Contractor shall construct, and provide construction management services, for the BIDA System. These services will encompass serving as the WPWMA's representative to the construction contractor(s) and with regard to activities at the construction site, interpretation of the requirements of the Construction Documents, assessing the acceptability of the construction contractor's work, managing the construction program and evaluating any construction contractor's claims. Contractor will take specific steps to schedule and coordinate the work of the construction contractor(s) to minimize the potential for delay and damage claims associated with delay, interference or acceleration. Contractor will serve as "Owner's Representative" or "Engineer". Contractor shall not be authorized to approve changes from the approved Construction Documents or to approve change orders without the express written consent of the WPWMA.

SERVICES DURING CONSTRUCTION

Contractor shall provide construction management services in conformance with this scope of work.

Meetings

Contractor shall hold and participate in periodic construction progress meetings to be held at the project site, and virtually throughout the construction period. These meetings will be attended by Contractor's Project Manager and appropriate field personnel, WPWMA staff, and the construction contractor(s). The purpose of these meetings is to inspect the site, monitor the schedule, and to discuss and resolve any problems or pending changes. WPWMA assumes that a meeting will be necessary once per week for the first two months and once every other week for the remainder of the project.

Contractor shall prepare an agenda for each meeting and take and distribute minutes of each meeting to each of the participants of the meetings.

Construction Contractor(s) Coordination

Contractor shall take all steps necessary to coordinate the work of the construction contractor(s) to minimize: interference with their work, delay to the project, damage arising from delay, and impaired construction efficiency.

Schedule Development

Contractor shall meet with the separate construction contractors to develop an overall schedule for construction of the project. Each construction contractor shall be required by Contractor to submit an initial construction schedule and meet with each other construction contractor as necessary to coordinate the prosecution of the work. The Contractor shall prepare a General Project Schedule, which integrates the schedules provided by the separate construction contractors and indicates all milestones and the completion date of the project. In the event that the schedules prepared by the separate construction contractors indicate that the project will not be complete by the scheduled completion date, or if amendments to the individual construction contractors' schedules indicate that the project will not be completed in accordance with the scheduled completion date, Contractor shall meet with the separate construction contractors in an attempt to reschedule the project so that the scheduled completion date can be met. Contractor shall immediately advise and consult with the WPWMA should it appear that the work by any of the construction contractors threatens to delay or otherwise impede completion of the work.

Schedule Control

Contractor shall regularly monitor each construction contractors' progress for conformance to the schedule requirements. Contractor shall identify potential variances between the scheduled and probable completion dates. Contractor shall analyze any construction contractor's requests for contract time extension and provide a recommendation, with justification, in writing to the WPWMA whether the request should be granted or denied. Contractor shall be responsible for recommending courses of action to the WPWMA when the requirements of construction contractor's schedule are not being met.

Cost Control

Contractor shall develop and implement an effective system of project cost control, which will track change orders, progress payments, etc.

Clarification and Interpretations

Contractor shall issue necessary clarifications and interpretations of the Construction Documents in response to requests by the construction contractors, with reasonable promptness and in accordance with any specific time limits contained in the Construction Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Construction Documents. Contractor shall maintain a computerized log of requests for clarifications by date of request and response.

Contract Modifications/Change Orders

Contractor shall perform the evaluation and administration of all contract changes. If a change in the approved design is suggested by a construction contractor, or involves changes in site conditions, Contractor shall review its merit, prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued and either reject the suggestion or forward it with the technical review summary and recommendation to the WPWMA for consideration. If approved by the WPWMA, Contractor shall prepare the scope, negotiate the cost with the construction contractor, and process the change order for the Contractor's and construction contractor's signature.

If the WPWMA requests a change in the approved design, or if Contractor recommends a change on which WPWMA concurs, Contractor shall request a proposal from the construction contractor for performing the contemplated change, and will then prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued, review the proposal and again make a recommendation to the WPWMA. If approved by the WPWMA, Contractor shall prepare the scope, negotiate the cost with the construction contractor, and process the change order for the Contractor's and construction contractor's signature. Approval by the WPWMA of a change order will not constitute a waiver by the WPWMA of any claim it may have against Contractor related to the change order.

Claims

Contractor shall review, analyze and make written recommendations to the WPWMA on claims and notices of potential claims submitted by the construction contractors.

Shop Drawing/Samples

Contractor shall review and approve (or take other appropriate action in respect of) the construction contractors' submittals, including but not limited to shop drawings, product data and product samples. Contractor's review shall be for conformance with Construction Documents and compatibility with the design concept of the project.

Contractor shall evaluate and determine the acceptability of substitute or “or equal” materials and equipment proposed by a construction contractor.

Field Inspection

Contractor shall supervise the work of all its on-site field personnel. Field personnel will provide day-to-day on-the-job observation of the work, including on-site inspection and inspection of off-site equipment and materials as required by the Construction Documents. Field personnel shall monitor the construction contractors' performance from the perspective of quality, cost and schedule and shall enforce the requirements of the applicable Construction Documents. Daily logs and diaries of the construction contractors' construction activities shall be maintained and shall be available to the WPWMA at any time. Daily counts of all construction contractor personnel and equipment at the site shall be recorded as well as notations of abnormal occurrences and unforeseen conditions. From the daily log and diaries, Contractor shall provide to the WPWMA monthly progress reports of the work. Contractor shall document special situations by photographs and/or video.

Defective Work

Contractor shall take appropriate action to prevent, or have corrected, as appropriate, any work not in conformance with the Construction Documents.

Testing

Contractor shall provide for independent testing, inspections and approvals required by law or the Construction Documents. Contractor will review the results of tests and manage correction by the construction contractor of testing failures.

Construction Surveying

Coordinates for proposed improvements will be based on existing control monument information provided by WPWMA. Contractor shall provide to the construction contractors' surveyors all coordinates and grades necessary for the construction of the project as described by the Construction Documents. The data will be provided on a coordinate map or a list of corresponding points.

Reports and Project Site Documents

Contractor shall submit monthly written progress reports to the WPWMA showing the percentage of completion and describing work completed during the preceding month.

Contractor shall maintain complete up to date project files, including but not limited to, the Construction Documents, change order documentation, shop drawings, inspection reports, schedules, payment applications and computations, and deficiency lists.

Contractor shall maintain a current set of drawings, incorporating additions, deletions and revisions.

Final Completion; Acceptance Testing

Contractor shall direct the checkout of utilities, operations systems, and equipment for readiness and assist in their initial start-up and testing by the construction contractors.

At the time the project is substantially complete, Contractor shall prepare a “punch-list” of incomplete or unsatisfactory items and a schedule for their completion. Contractor shall determine final completion and provide written notice to the WPWMA that that element of the work is ready for final inspection. Contractor shall conduct a final walk-through inspection, with the WPWMA and the applicable construction contractor(s), to determine that the punch-list is completed and that all work is in accordance with the Construction Documents.

Upon construction completion, Contractor shall provide the WPWMA with a Commissioning Report that contains: the entirety of the as-built documentation for the construction, the influent parameter testing results, and the effluent parameter testing results. This report will be sent to the Wastewater Discharge Permitting Agency for review.

DELIVERABLES FOR TASK 3

1. Copies of all correspondence with, including documents pertaining to the review and approval of information or requests submitted by construction contractor(s) required as part of this task.
2. Applicable meeting agendas and minutes
3. General Project Schedule for the construction of the Facility expansion.
4. Monthly construction progress and cost reports.
5. Commissioning report detailing the final as-builts for the system and initial influent/effluent parameter results.

Contractor (also referred to herein as “Contractor”) will supply the following Services and Work in respect of the Project.

SECTION 2. GENERAL REQUIREMENTS

2.1 PERSONNEL AND SUBCONTRACTORS

Contractor shall use only the personnel and subcontractors identified in this Exhibit A in performing the Services unless circumstances beyond the Contractor’s control require a substitution. Any substitution requires Authority approval, which will not be unreasonably withheld.

2.2. GENERAL CRITERIA GOVERNING CONTRACTOR’S SERVICE

- 2.2.1 Plans, material specifications, design calculations, site data required to be prepared by Contractor shall be prepared by licensed personnel or personnel under the direction of licensed personnel. As required by the California Code of Regulations, “Responsible Charge” for such Services shall be with a Registered Architect or Engineer licensed in the State of California.

- 2.1.2 The Project shall be developed and designed within the professional standard of care to meet all applicable and the most current codes, laws, and regulations. Certain exceptions are possible, but only when the Authority grants a written exemption to a specific standard or regulation.
- 2.1.3 Contractor shall review existing Authority data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Contractor shall review the information provided by the Authority concerning existing conditions (including but not limited to existing utilities and structures) and inform Authority if further investigations of existing conditions as are necessary for Contractor to perform the Services. Contractor shall also reasonably rely on the information provided by Authority. Contractor shall review supplied design information and advise Authority of its adequacy for Contractor's work and advise Authority of any further design or other services necessary to complete the Project.
- 2.1.4 It is the desire of Authority, for maintenance and other benefits, to repeat finishes utilized in Authority's main Business Office. Authority shall adopt finish "Standards" or other steps as determined. The Contractor shall rely upon direction provided by Authority regarding finishes.

2.3. GENERAL SCOPE OF CONTRACTOR'S SERVICES

- 2.3.1 Contractor's services shall include professional services within the scope of Contractor's professional discipline (including Contractor's team's professional disciplines) necessary to accomplish the tasks defined throughout this Exhibit A. Contractor shall have adequate personnel, facilities, equipment and supplies to complete Contractor's Services.
- 2.3.2 Performance of Services will require Contractor to work with, meet with, and attend meetings with Authority staff, with other governmental agencies, and with such other Contractors as Contractor determines necessary, to the extent necessary for performance of Contractor's duties under this Agreement (including, but not limited to, Contractor's express duties of coordination with other Contractors).
- 2.3.3 Contractor shall engage appropriate specialty subcontractors as are necessary for proper completion of Contractor's Services in accordance with the scope of work specified herein and utilizing the subcontractors as specified section 1.2 of this Exhibit A, at the sole expense of Contractor. Contractor's contracts with its subcontractors (and their contracts with their subcontractors) shall incorporate this Agreement by reference to the extent not inconsistent with the subcontractor's scope of work. Contractor shall secure Authority's approval for any subcontractors not listed in this Exhibit A. Contractor shall require each of its subcontractors to execute agreements containing a standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold Authority harmless from any negligent errors or omissions of the Subcontractors.

2.4. COORDINATION OF SERVICES WITH THE PROJECT AND AUTHORITY

- 2.4.1 Contractor shall coordinate its Services with the services of all engineering disciplines and subcontractors involved in completing the Project. The objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for the balance of the Project, with consistency in engineering standards, anticipated construction details,

materials specifications, and approaches, to secure practical, consistent and economic design solutions. Contractor shall immediately advise Authority in writing if any Authority staff or Contractor fails in any manner to coordinate its work with Contractor, and the nature of the non-compliance. Authority will have a responsibility to then enforce compliance.

2.4.2 Contractor shall provide appropriate safety training for Contractor's appropriate safety procedures for work in the Project construction area. Contractor shall require all personnel under Contractor's direction to wear white hard hats when entering the construction area, and any other safety equipment such as orange vests and appropriate shoes, ear and eye protection whenever these precautions are required by OSHA safety standards. Contractor shall provide all safety equipment for Contractor's personnel.

2.5 DELIVERABLES AND COMPLETION DATES REQUIRED UNDER THIS AGREEMENT

Required deliverables are discussed in Section 1 of this Exhibit A. Each deliverable shall be reviewed with representatives of Authority. Authority shall make a reasonable determination of the acceptability of the deliverables. Contractor shall promptly correct deficiencies that Authority reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to Authority, and the cost thereof is included in the fee for Basic Services. If Contractor should disagree with Authority's determination, Contractor shall make the changes requested by Authority under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.

2.6 MONTHLY PROGRESS UPDATE

With each request for payment, Contractor shall provide Authority with a written Monthly Progress Update. The Monthly Progress Update shall cover the Contractor's percent complete for each phase of the work as outlined in Exhibit B. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Contractor, Authority or any third party) of which Contractor becomes aware.

SECTION 3. ADDITIONAL SERVICES

All Services identified in the Agreement, including but not limited to the Agreement form, the other appendices, and in the foregoing sections of this Exhibit A are "Base Services". Authority may request Contractor to provide services in addition to Base Services, referred to hereafter as (Additional Services). Additional Services must be authorized by Authority in writing prior to performance. Contractor shall be compensated for Additional Services as provided herein unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Contractor's defective and/or negligent errors, or omissions in Contractor's work product. All such services shall be performed at no cost to Authority, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any defective and/or negligent errors or omissions by Contractor. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.

Contractor will perform services not included in the Tasks, Deliverables, and Meetings

described above as mutually agreed by Parties at the hourly rates and not-to-exceed amount provided in Exhibit G. Contractor shall not commence work until Authority has provided written authorization to proceed with scope and associated budget.

SECTION 4. CONTRACTOR & GENERAL CONTRACTOR

Contractor intends to contract with a general contractor to perform certain obligations stated in this Agreement. Contractor agrees and acknowledges that Contractor shall remain fully responsible to ensure that all Contractor's obligations are performed in accordance with this Agreement. Authority shall not unreasonably object to or unreasonably prohibit Contractor from contracting with a general contractor and understands that such general contractor may perform certain obligations on behalf of Contractor hereunder.

EXHIBIT B

COMPENSATION AND PAYMENT

The WPWMA shall pay Contractor the lump sum amount designated for each task (excluding Task 4) if completed to WPWMA's satisfaction. In no event shall the total amount paid to Contractor by WPWMA exceed \$1,834,396 for the performance by Contractor of all of its obligations described in this Agreement, including the provision by Contractor of all services, deliverables and work product described herein.

01. ENGINEERING	\$	83,333
02. PRE-BIDA BED TREATMENT	\$	67,383
03. REMOTE MONITORING - CONTROL UNIT	\$	207,032
04. BIDA BED SYSTEM	\$	988,680
05. TERTIARY TREATMENT	\$	100,000
06. CIVIL WORKS AND LABOR	\$	223,333
07. COMMISSIONING	\$	66,667
TOTAL COST	\$	1,736,428

The WPWMA may, in its sole discretion, withhold up to five percent (5%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Contractor's invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

Expenses due to the performance of duties not explicitly included in the Agreement will be billed to WPWMA at time and expense. Travel expenses (hotel, car rental, airfare, parking) will not exceed federal per diem rate(s). Mileage will be charged at the current federal mileage rate. Contractor will not bill for the first hour of travel. Any time spent on travel greater than 1 hour will be billed at 75% of the billing rates listed below.

Billing Rate Schedule (2025)

Role	Regular Hourly Rate ¹	After Hours Hourly Rate ²
Engineer	\$215	\$300

¹ Monday through Friday 8am to 5pm, excludes holidays

² Any time outside of Monday through Friday 8am to 5pm or during holidays

Systems Integration Technician	\$195	\$275
Operations Manager	\$160	\$225
Quality Control Technician	\$160	\$225
Operator	\$110	\$155

Any site visits, materials, or operational costs required to recover biological performance as a result of influent quality violations shall be billed at time and expense. These services include but are not limited to: re-population of worms, replacement of bedding, cleaning of clogged media, or re-inoculation of microbial communities.

The Contractor shall submit any requests for additional work, in writing, to the WPWMA. Any additional costs as described above will require prior written approval from the WPWMA before the additional work is conducted.

EXHIBIT C

PROJECT SCHEDULE

Description	Start Date	Due Date
Task 1 - Construction Documents		
Develop 100% Construction Documents	SA	SA + 30
Submittal of 100% Construction Documents	SA	SA + 45
Task 2 - Permitting		
Submittal to DRC	SA	SA + 45
Submittal to County Building, Public Works, and related Departments	SA	SA + 45
Task 3 – Construction/Construction Management		
Submit General Project Schedule	SA + 30	SA + 60
Start of Construction	-	April 15, 2026
Construction Completion	EC	July 31, 2026
Submit Commissioning Report	EC	September 18, 2026

SC: Start of construction; SC – 120 means 120 days prior to the start of construction

SA: Start of Agreement; SC + 30 means 30 days after agreement is signed

EC: End of construction; EC +120 means 120 days after the end of construction

EXHIBIT D

INSURANCE REQUIREMENTS

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 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 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 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 Contractor 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:

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 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 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 Contractor, 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 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 Contractor sub-contracts in support of Contractor's 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 Contractor 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 \$750,000.

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 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 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 Contractor clients.

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.

EXHIBIT “E”

PAYMENT AND PERFORMANCE BONDS

See Attached

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Western Placer Waste Management Authority (hereinafter referred to as "Authority") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Authority to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___. _____

(Corporate Seal)
Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.) THIS

IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Western Placer Waste Management Authority (hereinafter designated as the "Authority"), by action taken or a resolution passed

_____, 20____ has awarded to _____
hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety,
are held and firmly bound unto the Authority in the penal sum of _____
Dollars (\$_____) lawful money of the United States of America,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or

relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)_____

Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

EXHIBIT “F”

LABOR CODE - SECTION 1861 CERTIFICATION

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

BioFiltro USA, Inc.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “G”

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: Yes or No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at and maintain registration status for the duration of the project.

Name of Contractor: _____ Signature: _____

Name and Title: _____ Dated: _____

EXHIBIT "H"
CARB FLEET COMPLIANCE CERTIFICATION

Contractor hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules, and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's fleet, and/or that of their subcontractor(s)' ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows there were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

NAME OF CONTRACTOR: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT “B”
OPERATIONS AND MAINTENANCE AGREEMENT

OPERATIONS AND MAINTENANCE AGREEMENT FOR THE BIODYNAMIC AEROBIC SYSTEM AND ASSOCIATED FACILITIES

THIS OPERATION AND MAINTENANCE AGREEMENT is entered into as of this _____ day of _____, 2026 (“Effective Date”) by and between the Western Placer Waste Management Authority (“WPWMA” or “Authority”) and BioFiltro USA, Inc., a Delaware Corporation (“Contractor”). The foregoing parties may, depending on the context, be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Authority owns and operates a landfill in Placer County (“**Landfill**”) and desires a system that will cost effectively assist with the treatment of leachate from the landfill prior to discharge from the Landfill.

B. Contractor owns a proprietary system that uses biological agents in the form of specially bred worms to process leachate (“**Biofiltration System**”).

C. The Parties have entered into that certain Biofiltration Project Agreement for the construction and design of a Biofiltration System to handle the treatment of leachate from the Landfill (“**Project**”) of even date herewith (“**Biofiltration Project Agreement**”).

D. Pursuant to the terms of the Biofiltration Project Agreement, following completion of the Project, Contractor will provide operation and management services for the System in accordance with this Operation and Maintenance Agreement (“**O&M Agreement**”).

E. The Parties now therefore desire to enter into this O&M Agreement, consistent with the Biofiltration Project Agreement, in order to set forth the terms and conditions under which the facilities constructed as part of the Project and located at the Landfill will be operated and maintained by the Contractor, and how the Authority will compensate the Contractor for this operation and maintenance.

NOW, THEREFORE, in consideration of the covenants contained in this O&M Agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter into this O&M Agreement.

O&M AGREEMENT

1. RECITALS

The Parties agree that the Recitals set forth herein are true and correct and hereby incorporate them in their entirety into this O&M Agreement.

2. DEFINITIONS

As used in this O&M Agreement, the following defined terms shall have the meaning ascribed to them below:

2.1 Actual Costs. The full costs to the Contractor to provide the Operations and Maintenance required by this O&M Agreement for the Biofiltration System. Actual Costs include, but are not limited to, the Contractor's direct and indirect labor costs, equipment, material and supply costs, utility costs, monitoring and testing costs, permitting and enforcement costs, costs of third-party vendors or consultants and administrative overhead.

2.2 Applicable Law. All statutes, codes, laws, ordinances, orders, judgments, decrees, injunctions, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter are applicable to this O&M Agreement.

2.3 Authority. The Western Placer Waste Management Authority.

2.4 Biofiltration Project Agreement. The Agreement entered into by the Western Placer Waste Management Authority and BioFiltro USA, Inc. for the construction and design of the Biofiltration System at the Landfill.

2.5 Biofiltration System Operation Date. The date upon which the Biofiltration System is approved by Authority pursuant to the Biofiltration Project Agreement and becomes operational.

2.6 Emergency Maintenance. Unscheduled repairs or replacements of portions of the Project Facilities at the Landfill that have become inoperable due to (i) a failure of a component of the Project Facilities that are the responsibility of Contractor pursuant to this Agreement; or (ii) the occurrence of an event at the Landfill that is outside the control of Contractor.

2.7 Force Majeure Event. Any occurrence of any of the following events, provided such event was not caused by or substantially contributed to by an act, error, or omission of a Party, which materially and adversely changes the tasks to be performed by a Party to this O&M Agreement, and the effects of which could not have been prevented or avoided by due diligence if reasonable efforts had been expended by a Party: strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or control, enemy or hostile government action, civil commotion, fire or other casualty, pandemic or epidemic.

2.8 Landfill. The Western Placer Waste Management Authority Facility owned and operated by the Authority and located at 3195 Athens Avenue, Lincoln, CA 95648.

2.9 Maintenance. Routine Maintenance and Emergency Maintenance.

2.10 Operations. Regular activities necessary to cause the Project Facilities to perform in accordance with the specifications set forth in the Scope of Work.

2.11 Project. The construction and operation of the BioFiltro System that uses biological agents in the form of specially bred worms to process leachate at the Landfill.

2.12 Project Facilities. The Biofiltration System constructed by the Contractor as part of the Biofiltration Project Agreement at the Landfill as defined in the Scope of Work.

2.13 Routine Maintenance. The activities necessary on an ongoing basis to allow for the continued operation of the Project Facilities in accordance with the specifications set forth in the Scope of Work.

2.14 Scope of Work. The description of the services to be provided by Contractor and the performance standards for those services as set forth in Exhibit "A".

3. OWNERSHIP OF FACILITIES

3.1 Ownership of Existing Facilities at the Landfill

The Authority owns and shall retain ownership of all preexisting facilities located at the Landfill. Nothing in this O&M Agreement alters or shall be interpreted to alter the Authority's rights, title, and ownership of such preexisting facilities.

3.2 Ownership of System Facilities at the Landfill

The Authority owns and shall retain ownership of all Biofiltration System Facilities at the Landfill.

4. OPERATIONS AND MAINTENANCE OF THE SYSTEM FACILITIES AT THE LANDFILL

Contractor shall perform all required Operations and Maintenance of the Project Facilities at the Landfill. Upon completion of the Biofiltration Project Agreement, Authority and Contractor will agree in writing on the Biofiltration System Operation Date, which will commence the obligations of Contractor pursuant to this O&M Agreement.

5. COMPENSATION

As consideration for performance of the Work required herein, Authority agrees to pay Contractor the monthly compensation set forth in Exhibit "B" attached hereto ("O&M Fee") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Authority.

6. INSURANCE

6.1 Insurance Requirements. Contractor shall carry and maintain insurance coverage at all times during the Term of this Agreement with the coverage and amounts set forth in Exhibit C.

6.2 Subconsultant Insurance Requirements. Contractor shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, Authority may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

7. INDEMNITY

7.1 Contractor shall defend, indemnify and hold the Authority, its officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or negligent or willful misconduct of Contractor, its officers, employees, and agents, arising out of or in connection with the performance or construction of the Project or this O&M Agreement, including without limitation the payment of all consequential damages, attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority its officials, officers, employees, and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority its officials, officers and employees, and agents officials, officers or employees, in any such suit, action or other legal proceeding. Contractor shall reimburse Authority and its officials, officers and employees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority officials, officers, employees, agents or volunteers.

7.2 Contractor shall defend, indemnify, and hold harmless Owner, its board members, officers, employees, agents, and representatives from and against any and all claims, demands, damages, penalties, fines, administrative orders, enforcement actions, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and consultant costs) arising out of or related to:

a. Any failure of the System, or Contractor's operation, maintenance, or monitoring of the System, to process or treat leachate in accordance with the performance standards, effluent limits, or specifications set forth in this Agreement except if and to the extent that such failure is caused by the acts or omissions of third-parties not controlled by Contractor or if excused due to a force majeure event; and/or

b. Any actual or alleged violation of any applicable law, regulation, or permit, including without limitation any violation, exceedance, notice of violation, cleanup and abatement order, or enforcement action issued by the Regional Water Quality Control Board or any other regulatory agency, to the extent arising from or related to the design, operation, maintenance, monitoring, or performance of the System by Contractor.

This indemnity shall include, without limitation, responsibility for all civil penalties, administrative penalties, fines, mitigation costs, response and corrective action costs, and costs of compliance imposed by any regulatory agency, as well as third-party claims, to the extent caused by or resulting from Contractor's acts or omissions, or the failure of the System to meet the requirements of this Agreement.

Contractor's obligations under this Section shall survive expiration or termination of this Agreement in regard to acts or omissions occurring prior to the expiration or termination of this Agreement and are independent of, and shall not be limited by, any insurance requirements or limitation of liability provisions set forth elsewhere in this Agreement.

8. DISPUTE RESOLUTION

8.1 Informal Dispute Resolution

Representatives of the Authority and the Contractor with day-to-day involvement in the administration and performance of this O&M Agreement shall initially and promptly enter into negotiations to attempt to address and resolve any disputes that may arise concerning this O&M Agreement. In connection with such negotiations, the Party asserting the dispute shall provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If, after reasonable efforts toward resolution of a dispute through such informal negotiations have been made without reaching agreement, a Party may seek mediation in accordance with Section 7.2 below.

8.2 Mediation

8.2.1 Participation in Mediation

Following the completion of the informal negotiations process set forth above, if any dispute relating to this O&M Agreement remains between the Parties (a "Mediation Dispute") and a Party requests mediation in writing, the Parties shall engage in a good faith attempt to settle and resolve the Mediation Dispute through mediation. A Party's good faith participation in mediation shall constitute a condition precedent to the right of the Party to pursue any other remedy available to the Party under this O&M Agreement as a matter of law.

8.2.2 Procedures for Mediation

The Party seeking mediation shall provide notice of the commencement of mediation to the other Party within one-hundred eighty (180) days following actual notice of the facts giving rise to the Mediation Dispute. The Parties shall thereafter jointly select a single neutral mediator to conduct the mediation. In the event that the Parties are unable to select a single mediator, then each Party shall select one (1) mediator, and the selected mediators shall select one additional mediator to serve on the mediation panel.

8.2.3 Costs for the Mediation

The Parties shall share equally the mediation fees and expenses. Each Party shall bear its own attorney and consultant fees and other costs incurred in connection with the mediation.

8.3 Litigation

The Parties agree that should the Mediation Dispute not be resolve through the mediation process, any Party may seek relief in the Superior Court for the State of California in and for the County of Placer. The Parties hereby waive the right to trial by jury in any such legal action.

9. TERM

9.1 Initial Term.

The initial term of this O&M Agreement shall run from the Biofiltration System Operation Date and shall expire five (5) calendar years from the Effective Date. If the Biofiltration System does not become operational for any reason, then Authority will have the right to terminate this Agreement upon thirty (30) days written notice to Contractor.

9.2 Extensions of Initial Term

This O&M Agreement shall automatically be extended for three (3) additional five (5) year terms unless Authority provides written notice of non-renewal to Contractor no later than six (6) months prior to the expiration of the then current term. The Annual Contract Price during any extended term will be subject to increase in accordance with the escalation provision set forth in Exhibit B.

10. TERMINATION

10.1 This O&M Agreement may be terminated by Authority or Contractor for a breach of this Agreement upon sixty (60) days written notice to the breaching party unless such party cures the breach to the reasonable satisfaction of the non-breaching party within the notice period.

10.2 This O&M Agreement may further be terminated by Authority without cause, by giving Contractor one hundred and eighty (180) days advance written notice.

10.3 In the event of termination by Authority for any reason other than the fault of Contractor, Authority shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Authority may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Authority's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Authority may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by

Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11. FORCE MAJEURE EVENT

If a Force Majeure Event prevents a Party from performing an obligation under this O&M Agreement, performance of the obligation shall be excused for the period the delay resulting from the Force Majeure Event. If any Party is prevented from performance by a Force Majeure Event, that Party shall provide the other Party with written notice of the Force Majeure Event within seven (7) days of such Party's discovery of the event. The Parties shall meet and confer regarding the Force Majeure Event and shall seek to return to performance of obligations under the O&M Agreement as quickly as is feasible under the circumstances.

12. GENERAL PROVISIONS

12.1 Severability

If any term, provision, covenant or condition of this O&M Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, to the extent permitted by law and consistent with the purpose of the O&M Agreement.

12.2 Notices

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

BioFiltro USA, Inc.
Rafael Concha
VP of Operations
330 Madson Place
Davis, CA 95618
Phone Number: (530) 564-4260
Email: rconcha@biofiltro.com

With a courtesy copy emailed to: John Kenley, General Counsel, jkenley@biofiltro.com

AUTHORITY:

Western Placer Waste Management Authority
Scott Scholz
General Manager
3013 Fiddymont Road

Roseville, CA 95747
Phone Number: (916) 543-3960
Email: SScholz@wpwma.ca.gov

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.3 Prevailing Wages

Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects, as applicable. Contractor will be responsible for compliance with all Prevailing Wage Laws.

12.4 Headings

The titles and headings of the paragraphs in this O&M Agreement are inserted for convenience and are not intended to modify the plain language of this O&M Agreement.

12.5 Successors and Assigns

A Party to this O&M Agreement shall not assign, sell, or otherwise transfer its interest under this O&M Agreement, without first receiving the prior written consent of the other Party. Subject to this requirement, the O&M Agreement shall be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

12.6 Counterparts

This O&M Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Electronic or scanned pdf signatures shall be accepted as originals.

12.7 Entire Agreement

12.7.1 Entire Agreement and Exhibits

Except as provided below, this O&M Agreement constitutes the entire agreement between the Authority and the Contractor regarding the Operations and Maintenance of the Biofiltration System Facilities at the Landfill, and supersedes all prior agreement of the Parties related to the subject matter covered in the O&M Agreement. All Exhibits to this O&M Agreement are hereby incorporated by reference and made a part of this O&M Agreement as if fully set forth herein.

12.7.2 Relationship to Biofiltration Project Agreement

The Parties agree and acknowledge that the operations of the Biofiltration System Facilities at the Landfill remain subject to the applicable provisions of the Biofiltration Project Agreement. The Parties intend that the provisions of this O&M Agreement, the Biofiltration Project Agreement be interpreted together and to avoid conflicts to the extent feasible. However, in the event of conflict, the more specific terms of this O&M Agreement shall govern.

12.7.3 No Amendment Except in Writing

This O&M Agreement may only be amended by a written instrument signed by the duly authorized representatives of the Parties.

12.8 No Third-Party Beneficiaries

This O&M Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a Party to this O&M Agreement.

12.9 Waiver

The waiver or failure to declare a breach of this O&M Agreement as a result of a violation of any term or provision set forth in this O&M Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel.

12.10 Attorney's Fees

In the event any action is brought by a Party against the other Party to enforce the terms of this O&M Agreement or any indemnity rights herein contained, the prevailing party will be entitled to recover reasonable attorneys' fees to be fixed by the court, together with the costs of suite therein incurred.

12.11 Interpretation

This O&M Agreement has been negotiated by the Parties and both Parties have fully participated in its drafting. The language in all parts of this O&M Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

[Signatures on Following Page]

**SIGNATURE PAGE TO OPERATIONS AND MAINTENANCE AGREEMENT FOR THE
BIODYNAMIC AEROBIC SYSTEM AND ASSOCIATED FACILITIES**

IN WITNESS WHEREOF, the Parties have caused their authorized Representatives to execute this Agreement, effective as of the Effective Date.

AUTHORITY	CONTRACTOR
WESTERN PLACER WASTE MANAGEMENT AUTHORITY	BIOFILTRO USA, INC.
By: _____	By: _____
Name: _____	Name: Rafael Concha
Title: _____	Title: Vice President of Operations
	By: _____
	Name: Jim Wallace
	Title: Chief Engineering and Technology Officer

EXHIBIT “A”

SCOPE OF SERVICES

SYSTEM OPERATION

Contractor shall operate and maintain the Biodynamic Aerobic (BIDA) system, preliminary piping, secondary treatment, holding tanks, filters, and other facilities associated with and contained in the scope of the construction contained in the Agreement (collectively, the “Project Facilities”). The term of this operation will be for a period of five (5) years subject to extension terms as provided in the Agreement. This term will begin upon the receipt and approval of the final commissioning report submitted to WPWMA.

The BIDA® System has been designed based on influent characterization data collected during a six (6) month on-site pilot study conducted between April 2024 and October 2024. Contractor shall not be deemed in breach of its obligations if Design Effluent Limits or other Contractor failures to achieve the obligations stated herein are materially caused by changes in the character of the influent. The following Design Influent Limits represent the maximum levels under which the Contractor’s performance obligation applies:

Parameter	Design Influent Limit	Design Effluent Limit
BOD ₅ (mg/L) <i>(determined using average values of non-outlier samples + 3 standard deviations)</i>	503	240
TSS (mg/L) <i>(determined using average values)</i>	250	250
NH ₃ -N (mg/L) <i>(determined using average values)</i>	308	150
UVT (0.5% dilution) <i>(determined using average values)</i>	56.9%	61.2%
pH (S.U.) <i>(determined using average values)</i>	6-9	6-9
Flow (GPD) <i>(determined using average values)</i>	8,200 ¹	N/A

¹ 8,200 gallons in normal use, p to 25,000 gallons when there’s a storm event.

1. Contractor will take samples and determine compliance with limit metrics in accordance with BioFiltro's standard operating procedures to determine Influent and Effluent compliance with Design Influent Limits and Design Effluent Limits. For the purposes of the preceding sentence: "Influent" means the influent immediately before entry into the BIDA System and "Effluent" means the effluent immediately after the granular activated carbon ("GAC") system.
 - a. Maximum levels may be measured using a single discrete sample.
 - b. Contractor shall take live readings of constituents where possible, making this data available to the WPWMA upon request.
 - c. Contractor shall sample for the "guarantee parameters", at minimum, on a monthly basis. The WPWMA maintains the sole discretion to take additional tests as desired.
2. After the BIDA Systems begins operating at full capacity on a consistent basis, there will be a three-month start-up period before the Design Effluent Limits will be effective.
3. Contractor's obligations to achieve the Design Effluent Limits shall apply only when influent characteristics are below the Design Influent Limits listed herein. If influent exceeds one or more of these parameters, Contractor shall notify the WPWMA and shall be temporarily released from performance obligations until influent returns to within specification.
 - a. Contractor's obligation to achieve the Design Effluent Limits will be suspended if, when and for so long as the Design Influent Limits are superseded.
 - b. In the case that the BIDA System's functionality is adversely affected, Contractor shall have a commercially reasonable period of time to re-establish the functionality of the BIDA System.
 - c. The WPWMA will be responsible for reasonable and documented costs associated with remediation and biological recovery, including repopulation of worms, replacement of wood shavings or bedding, and required labor, testing, or re-inoculation. [Change in circumstances that cause performance to be impossible]
4. Contractor shall provide a written recovery plan to Authority and cost estimate prior to initiating any out-of-scope remediation work.
5. If Contractor fails to meet the Design Effluent Limits stated above in a given month without excuse, Contractor shall provide the Authority with a written plan to achieve the Design Effluent Limits.
 - a. If failures occur two or more times in a 4-month period, the Parties shall meet in good faith to determine whether additional treatment steps are required.
 - b. If additional treatment steps are required under this provision 4., Contractor will be responsible for the cost of additional treatment steps or other modifications to the system.

c. Fees or damages assessed against the Authority to the WPWMA for noncompliance directly related to the failure of the treatment system will be born by BioFiltro in accordance with the Indemnification provision of the Agreement.

For the term of the Agreement, responsibilities of operations and maintenance services shall be assigned as follows. Items provided by Contractor are included as follows:

Contractor	WPWMA	Task
X		Daily remote supervision of the BIDA System and Equipment and monitoring of alarms
X		48-hour response to alarms
X		Minimum of Twelve (12) Onsite Visits Per Year for preventative maintenance and as needed
X		Tilling of BIDA System surface annually at monthly technician visits and as needed
X		Minimum of twelve (12) influent/effluent BOD5, TSS, NH3-N, pH, and UVT third party lab analysis per year
X		Telemetry Software & Cellular Data Plan
X		Calibration, cleaning, repair and/or replacement of sensors, flow meters, and pumps
X		One monthly system performance report delivered to Company's point of contact
X		Removal of vermicompost when deemed necessary by BioFiltro
X		Supply and installation of fresh wood shavings or bedding when deemed necessary by BioFiltro
X		Ordering and replacement of carbon media
	X	Cost of replacement carbon media
	X	Spent Carbon Disposal (if deemed unacceptable for offtake by vendor)
	X	Storage and Disposal of vermicompost

Monthly Sample Analytical Results	EC	Last Day of each Month
Monthly BIDA System Updates	EC	Last Day of each Month

EXHIBIT B

PAYMENT SCHEDULE

The Contractor shall bill the Authority in monthly installments at a rate of \$14,000 per month (the initial “Base O&M Rate”). This equates to \$168,000 annually and \$840,000 over the Initial Term of the O&M Agreement. Such amounts are inclusive of all of the services being provided by Contractor pursuant to this O&M Agreement, including all activities included within the definitions of Operations and Maintenance, but excluding the cost of Emergency Maintenance to the extent caused by circumstances outside of the control of Contractor.

Following the Initial Term, the Base O&M Rate shall be subject to an annual inflation adjustment which shall become effective on the commencement of the first extension term and on the anniversary of such commencement each year for the remainder of this Agreement, including any additional extension terms unless otherwise agreed by Authority and Contractor. The index to be used shall be the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U), West Region. The formula to calculate the new Base O&M Rate for each year shall be:

$$\text{New Base O\&M Rate} = \text{Current Base O\&M Rate} \times (1 + \% \text{ increase in CPI-U, West Region})$$

In the event that any additional operational/maintenance services, including excluded Emergency Maintenance, may be requested by the Authority, in writing, to the Contractor at the rates set forth below. Authority will provide written approval for any increases in spending authority.

Role	Regular Base Hourly Rate ²	After Hours Base Hourly Rate ³
Engineer	\$215	\$300
Systems Integration Technician	\$195	\$275
Operations Manager	\$160	\$225
Quality Control Technician	\$160	\$225
Operator	\$110	\$155

The Regular Base Hourly Rate and the After Hours Base Hourly Rate shall be subject to an annual inflation adjustment which shall become effective on January 1 of each calendar year of the Term beginning 1/1/2027. The index to be used shall be the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U), West Region. The formula to calculate the new Base Hourly Rates for each year shall be:

$$\text{New Base Hourly Rate} = \text{Current Base Hourly Rate} \times (1 + \% \text{ increase in CPI-U, West Region})$$

² Monday through Friday 8am to 5pm, excludes holidays

³ Any time outside of Monday through Friday 8am to 5pm or during holidays

EXHIBIT C

INSURANCE REQUIREMENTS

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 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 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 be a Combined Single Limit for bodily injury, property damage, and Personal InjuryLiability 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 be:
 - One million dollars (\$1,000,000) each occurrence (combined single limit forbodily 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) policywithout the express prior written consent of WPWMA, which consent, if given, shall besubject to the following conditions:

- (1) The limits of liability shall be:
 - One million dollars (\$1,000,000) each occurrence (combined single limit forbodily 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 thepolicy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, suchas 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 Liabilitypolicies 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 followingspecific 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 Contractor, 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 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 Contractor sub-contracts in support of Contractor's 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 Contractor 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 \$750,000.

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 mandatory 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 Contractor'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 Contractor clients.

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

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **FEBRUARY 12, 2026**
FROM: **SCOTT SCHOLZ**
SUBJECT: **ITEM 9: ELECTION OF OFFICERS**

RECOMMENDED ACTION:

Elect officers for calendar year 2026.

BACKGROUND:

Your Board traditionally elects officers on a calendar year basis. Although your Board may elect any member of the Board as Chair or Vice Chair, your Board has customarily rotated Chair and Vice Chair appointments in the following order:

City of Rocklin
City of Lincoln
County of Placer – District 2
City of Roseville
County of Placer – District 1

Should your Board elect to follow this rotation, the officers for calendar year 2026 would be as follows:

Chair: City of Rocklin
Vice Chair: City of Lincoln