



BONNIE GORE, PLACER COUNTY, CHAIR  
BILL HALLDIN, ROCKLIN  
DAN KARLESKINT, LINCOLN  
ROBERT WEYGANDT, PLACER COUNTY  
JOHN ALLARD, ROSEVILLE  
KEN GREHM, EXECUTIVE DIRECTOR

## MEETING OF THE BOARD OF DIRECTORS AGENDA

**July 9, 2020 5:00 PM**

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

*To protect public health, the July 9, 2020 meeting of the  
WPWMA Board of Directors will be closed to public attendance.*

*Individuals may participate in the meeting by the following means:*

*during the meeting via a Zoom webinar at <https://placer-ca-gov.zoom.us/j/99266782707>  
or by calling (888) 788-0099 Webinar ID: 992 6678 2707*

*-OR-*

*prior to or during the meeting via email at [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov)  
Subject: July 9, 2020 WPWMA Meeting Comment*

*Public comments will be accepted until the adjournment of the meeting, distributed to the Board of  
Directors, and included in the meeting record. Individuals or parties who know in advance that they would  
like to address the Board on a specific topic may pre-register by sending their name, email, phone number  
and agenda item of interest to the Clerk of the Board at [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov) Subject: July 9, 2020  
WPWMA Meeting Comment Registration no later than 5:00 pm PST on July 8, 2020.*

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

1. Call Meeting to Order
2. Pledge of Allegiance (Director Karleskint)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Agenda Approval
6. 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.

7. Announcements & Information

- a. Reports from Directors -----

- b. Report from the Executive Director -----

- c. Financial Reports Pg. 3
- d. Monthly Tonnage Reports ----
- e. Nortech Waste, LLC Annual Fee Adjustment (Jennifer Snyder) Pg. 5
- f. Nortech Landfill, Inc. Annual Fee Adjustment (Jennifer Snyder) Pg. 9
- g. Biogas Energy Pilot Project Update (Eric Oddo) Pg. 13
- 8. Consent Agenda
  - a. Minutes of the Board Meeting held June 18, 2020 Pg. 15  
Approve as submitted.
  - b. Second Amendment to the Agreement with Geo-Logic for Liner Construction Quality Assurance Services (Keith Schmidt) Pg. 19  
Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign the Second Amendment to the Waste Acceptance Policy, Waste Classification and Liner Design Services Agreement with Geo-Logic Associates authorizing additional construction quality assurance services for a total of \$18,141, increasing the total not-to-exceed cost of the Agreement to \$342,140.
- 9. Action Items
  - a. Sole-Source Agreement with SCS Engineers for Aquifer Testing (Keith Schmidt) Pg. 25  
Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign a sole-source agreement with SCS Engineers, to conduct an Aquifer Pump Test for an amount not to exceed \$285,000.
- 10. Upcoming Agenda Items  
Identification of any items the Board would like staff to address at a future meeting.
- 11. Adjournment

**Western Placer Waste Management**  
**Income Statement**  
(unaudited/depreciation excluded)  
**Year-to-Date**  
**May-20**

	Budget	Actuals	Variance Favorable / (Unfavorable)	Notes
<b>Revenue</b>				
42010:Investment Income	183,409	502,748	319,340	underbudgeted
42030:Rents and Concessions	90,331	264,610	174,279	underbudgeted
44270:State Aid - Other Programs	-	78,135	78,135	underbudgeted
46240:Sanitation Services - Other	26,658	20,867	(5,791)	overbudgeted
46250:Solid Waste Disposal	25,214,007	26,247,708	1,033,701	underbudgeted
46380:Interest Income - Loan Repayments	20,137	21,631	1,493	
48030:Miscellaneous	192,246	54,446	(137,800)	overbudgeted
<b>Total Revenue</b>	<b>25,726,787</b>	<b>27,190,144</b>	<b>1,463,357</b>	
<b>Expenses</b>				
<b>Capital Assets:</b>				
54430:Buildings & Improvements	405,167	172,571	232,596	overbudgeted
54470:Infrastructure	961,021	-	961,021	timing
54480:Land Improvements	1,626,550	-	1,626,550	timing
<b>Operating Expenses:</b>				
52030:Clothing and Personal	1,833	1,995	(161)	
52040:Communication Services Expense	28,509	34,472	(5,963)	underbudgeted
52050:Food	688	1,188	(500)	
52060:Household Expense	917	928	(11)	
52070:Refuse Disposal	-	55,877	(55,877)	underbudgeted / coding
52080:Insurance	125,161	176,122	(50,961)	timing
52140:Parts	458	2,739	(2,281)	
52160:Maintenance	71,597	54,898	16,700	overbudgeted / timing
52170:Fuels & Lubricants	-	43	(43)	
52180:Materials - Buildings & Improvements	229	8	221	
52240:Professional / Membership Dues	767	4,669	(3,902)	underbudgeted
52250:Services and Supplies	183	51	133	
52260:Misc Expense	5,500	149,412	(143,912)	underbudgeted/coding
52270:Department Cash Shortage	275	57	218	
52320:Printing	15,583	10,586	4,997	overbudgeted / timing
52330:Other Supplies	4,583	15,392	(10,809)	underbudgeted
52340:Postage	1,833	2,539	(706)	
52360:Professional and Special Services - General	3,584,569	2,350,853	1,233,716	overbudgeted
52370:Professional and Special Services - Legal	68,750	58,905	9,845	overbudgeted / timing
52380:Professional and Special Services - Technical, Engineering and Environmental			-	
SC3140 Building Maintenance, Installation & Repairs (GL52380)	24,527	25,000	(473)	
SC3180 MRF Operations (GL52380)	16,549,170	13,132,975	3,416,195	overbudgeted
SC3190 Landfill Operations (GL52380)	2,415,763	1,939,332	476,432	overbudgeted
3SC280: Security, Fire, Safety and Emergency Services (GL52380)	231,649	-	231,649	overbudgeted / timing
SC3320 Environmental and Ecological Services (GL52380)	2,903,692	2,537,198	366,494	overbudgeted
52390:Professional and Special Services - County	22,917	26,572	(3,655)	underbudgeted
52400:Professional and Special Services - Information Technology	1,375	106,613	(105,238)	underbudgeted
52440:Rents and Leases - Equipment	3,176	-	3,176	overbudgeted
52450:Rents and Leases - Buildings & Improvements	1,351	599	752	
52460:Small Tools & Instruments	458	-	458	
52480:PC Acquisition	24,750	26,769	(2,019)	
52510:Commissioner's Fees	5,500	4,600	900	
52540:Signing & Safety Material	-	125	(125)	
52570:Advertising	50,105	37,162	12,943	overbudgeted / timing
52580:Special Department Expense	9,167	7,467	1,700	
52790:Transportation and Travel	32,083	4,817	27,266	overbudgeted / timing
52800:Utilities	650,780	601,195	49,585	overbudgeted / timing
52810:Operating Materials	-	392	(392)	
53190:Taxes and Assessments	458,422	383,562	74,860	timing
53390:Transfer Out A-87 Costs	-	179,744	(179,744)	underbudgeted/coding
55510:Operating Transfer Out	-	244,101	(244,101)	coding
59000:Appropriation for Contingencies	9,167	-	9,167	overbudgeted
<b>Total Expenses</b>	<b>30,298,227</b>	<b>22,351,528</b>	<b>7,946,699</b>	
<b>Net Income</b>	<b>(4,571,440)</b>	<b>4,838,616</b>	<b>9,410,056</b>	

**Notes:**

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- The amount originally budgeted in 46365:Sales of Electricity has been moved to 48030:Miscellaneous where the actual revenue is booked. The amount originally budgeted in 46190:Road and Street Services has been moved to 46240:Sanitation Services - Other where the actual revenue is booked.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 9, 2020**  
FROM: **KEN GREHM / JENNIFER SNYDER** JS  
SUBJECT: **NORTECH WASTE, LLC ANNUAL FEE ADJUSTMENT**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with Nortech Waste, LLC (Nortech) for operation of the Materials Recovery Facility is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor and materials indices as published by the U.S. Bureau of Labor Statistics and changes in the California minimum wage) and the fees established in the 2005/06 Operating Year (the base year of the Agreement). As approved by your Board on May 21, 2020, this year's fee adjustment methodology utilized the February 2020 commodity indices to account for impacts related to the COVID-19 pandemic.

Staff reviewed the fee adjustment calculations submitted by Nortech (attached) and agrees with the inflationary adjustment factor of 1.5692 relative to the 2005/06 base year. The adjustment reflects a 3.47% year-over-year increase in the fees paid to Nortech in FY 2019/20 as shown below:

	<u>FY 2019/20</u>	<u>FY 2020/21</u>
MSW Base Processing Fee (per ton)	\$42.90	\$44.39
C & D Processing Fee (per ton)	\$29.70	\$30.72
Green Waste and Food Waste Processing Fee (per ton)	\$34.12	\$35.31
Wood Waste Processing Fee (per ton)	\$26.54	\$27.46
Waste Tire Disposal Fee (per ton)	\$75.83	\$78.46
Refrigerated Appliance Processing Fee (per unit)	\$37.92	\$39.23
Non-Refrigerated Appliance Processing Fee (per unit)	\$7.22	\$7.47
HHW Facility Operating Fee (annual)	\$423,595.48	\$438,286.98

**FISCAL IMPACT:**

Based on the estimated quantities of materials presented in the FY 2020/21 Preliminary Budget, staff estimates Nortech will be paid approximately \$64,240 more as a result of this fee adjustment than if the processing fees had remained at the FY 2019/20 rates.

The adjustment to Nortech's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2020/21 Preliminary Budget to account for these fees.

ATTACHMENT: LETTER DATED JUNE 24, 2020 FROM NORTECH



June 24, 2020

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

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

Dear Ken:

Revised inflationary adjusted processing fees effective July 1, 2020 as per the 3<sup>rd</sup> Amendment to the Second Restated and Amended Operating Agreement, are presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2005/2006 Fee} \times \text{COLA}$$

COLA is defined as  $0.01 + 0.3072(\text{EC}_i/\text{EC}_o) + 0.3328(\text{MW}_i/\text{MW}_o) + 0.35(\text{PPI}_i/\text{PPI}_o)$

Indexes used in the COLA calculation to return a value of 1.5692 were:

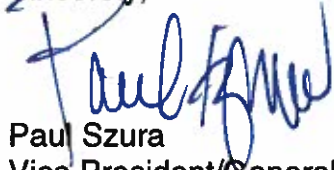
- $\text{EC}_i$  (Series ID CIU201000000240I) = 142.9;
- $\text{EC}_o = 98.4$ ;
- $\text{MW}_i$  (Based on California Minimum Wage) = 13.5;
- $\text{MW}_o = 6.75$ ;
- $\text{PPI}_i$  (Series ID WPU00000000) = 196.5; and
- $\text{PPI}_o = 153.7$ .

**2019/2020 Processing Fees**

Tonnage Below 230,000 Tons Per Year:	$\$28.29 \times 1.5692 = \$44.39$
Tonnage Above 230,000 Tons Per Year:	$\$26.07 \times 1.5692 = \$40.91$
HHW Operation Per Year:	$\$279,306 \times 1.5692 = \$438,286.98$
Processing Freon Appliances:	$\$25.00 \times 1.5692 = \$39.23$
Source Separated Green Waste:	$\$22.50 \times 1.5692 = \$35.31$
Source Separated Wood Waste:	$\$17.50 \times 1.5692 = \$27.46$
Construction & Demolition:	$\$19.58 \times 1.5692 = \$30.72$
Tire Disposal:	$\$50.00 \times 1.5692 = \$78.46$
Non-Refrigerated Appliances:	$\$4.76 \times 1.5692 = \$7.47$

Please let me know if you have any questions and thank you for your consideration.

Sincerely,



Paul Szura  
Vice President/General Manager  
**Nortech Waste, LLC**  
3033 Fiddlyment Rd.  
Roseville, California 95747  
Email [Paul@nortechwaste.com](mailto:Paul@nortechwaste.com)  
Phone 916-645-5230

Cc: E. Oddo, WPWMA  
K. Schmidt, WPWMA  
G. Arenas, Nortech  
B. Hildenbrand, Nortech

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 9, 2020**  
FROM: **KEN GREHM / JENNIFER SNYDER** JS  
SUBJECT: **NORTECH LANDFILL, INC. ANNUAL FEE ADJUSTMENT**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with Nortech Landfill, Inc. (NLI) for operation of the Western Regional Sanitary Landfill is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor, fuel and materials indices as published by the U.S. Bureau of Labor Statistics) and the fees established in the 2009/10 Operating Year (the base year of the Agreement). As approved by your Board on May 21, 2020, this year's fee adjustment methodology utilized the February 2020 commodity indices to account for impacts related to the COVID-19 pandemic.

Staff reviewed the fee adjustment calculations submitted by NLI (attached) and agrees with the inflationary adjustment factor of 1.1953 relative to the 2009/10 base year. The adjustment reflects a -0.80% year-over-year decrease in the fees paid to NLI as shown below:

	<u>FY 2019/20</u>	<u>FY 2020/21</u>
Basic Services Fee (annual)	\$2,285,883	\$2,267,481.71
Airspace Conservation Incentive (per cy)	\$4.22	\$4.18
Maximum Airspace Conservation Incentive (annual)	\$421,750	\$418,355
Airspace Conservation Disincentive (per cy)	\$6.03	\$5.98

**FISCAL IMPACT:**

NLI will be paid approximately \$18,401 less in Basic Service fees as a result of this fee adjustment than if the fees had remained at the FY 2019/20 rates. Additionally, compared to the FY 2019/20 rate structure, the maximum airspace conservation incentive NLI can receive is decreased by \$3,395 as a result of the fee adjustment.

The adjustment to NLI's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2020/21 Preliminary Budget to account for these fees.

ATTACHMENT: LETTER DATED JUNE 24, 2020 FROM NORTECH LANDFILL, INC.



June 24, 2020

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

**RE: WRSL Annual Inflation Adjustment**

Dear Ken:

Inflationary adjusted operating fee effective July 1, 2020 is presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2009/2010 Fee} \times \text{COLA}$$

$$\text{COLA is defined as } 0.20 + 0.30(\text{ECI}_i/\text{ECI}_o) + 0.40(\text{PPI}_i/\text{PPI}_o) + 0.10(\text{PPIF}_i/\text{PPIF}_o)$$

Indexes used in the COLA calculation to return a value of 1.1953 were:

- $\text{ECI}_o$  (Series ID CIU201000000240I) = 142.9;
- $\text{ECI}_i$  = 109.9;
- $\text{PPI}_i$  = (Series ID WPU03T15M05) = 206.9;
- $\text{PPI}_o$  = 175.6;
- $\text{PPIF}_i$  = (Series ID WPU057) = 176.4; and
- $\text{PPIF}_o$  = 131.7.

**2019/2020 WRSL Operating Fee**

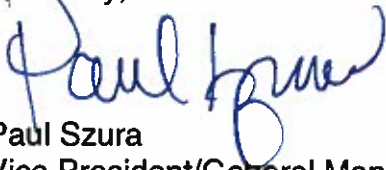
- Annual Fee for Basic Services = \$1,896,998 x 1.1953
  - = New Annual Fee of \$2,267,481.71

**Effective Density Adjustments**

- Incentive = 2009/2010 Base Incentive of \$3.50/CY x 1.1953
  - = New Incentive of \$4.18/CY
    - Maximum Annual Incentive Base of \$350,000/YR x 1.1953
      - = New Max of \$418,355
- Disincentive = 2009/2010 Base Penalty of (\$5.00)/CY x 1.1953.
  - = New Penalty of (\$5.98/CY)

Please let me know if you have any questions and thank you for your consideration.

Sincerely,




Paul Szura  
Vice President/General Manager  
**Nortech Landfill, Inc.**  
3033 Fiddymment Rd.  
Roseville, California 95747  
Email [Paul@nortechwaste.com](mailto:Paul@nortechwaste.com)  
Phone 916-645-5230

Cc: E. Oddo, WPWMA  
K. Schmidt, WPWMA  
G. Arenas, Nortech  
B. Hildenbrand, Nortech

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **BIOGAS ENERGY PILOT PROJECT UPDATE**

DATE: **JULY 9, 2020**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

At the February 9, 2017 meeting, your Board authorized the Executive Director or designee to enter into agreements with technology vendors to conduct solid waste-related pilot studies at the WPWMA's facility that:

1. Establish a clear nexus between the proposed technology or process and the WPWMA's operations.
2. Have the potential to improve the WPWMA's operations, reduce costs, or generate revenue.
3. Have the necessary regulatory approvals for operation of the proposed technology or process.
4. Comply with the WPWMA's legal and insurance requirements.
5. Does not have a direct cost impact to the WPWMA.

Siting pilot technologies to process materials recovered at the WPWMA's facility is a key element of the Renewable Placer Waste Action Plan, anticipated to help foster local recycling markets, spur innovation and increase diversion rates.

On July 9, 2018, the WPWMA entered into a Right of Entry Agreement with Biogas Energy, Inc. to design, permit, install and operate a pilot-level pyrolysis system to process woody biomass into bio-oil and bio-char.

Since that time, Biogas Energy designed and manufactured the system, and received a Conditional Use Permit from Placer County on January 18, 2019 and a building permit from Placer County on April 27, 2020. As shown on the attached figure, the pyrolysis unit sits on a 3,000 square foot concrete pad between the green and wood waste processing area and the south compost pad. Construction of the pad and underlying infrastructure was completed on June 16, 2020. Equipment was delivered and placed on the pad June 22, 2020.

Final assembly and operation of the system will occur after COVID-19 related international travel bans are lifted and the German-based construction crew are allowed to travel to the United States.

Staff will update your Board once construction is completed and the system is tested and functioning. If your Board is interested, staff will arrange a facility tour and ribbon cutting.

ATTACHMENT: BIOGAS PILOT PROJECT LOCATION MAP



## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of June 18, 2020

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

### **Directors Present:**

Bonnie Gore  
Bill Halldin  
Dan Karleskint  
John Allard

### **Staff Present:**

Ken Grehm  
Kevin Bell  
Eric Oddo  
Robert Sandman  
Keith Schmidt  
Stephanie Ulmer  
Heather Wilden

1. Call Meeting to Order: Chairwoman Gore called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: Director Weygandt was absent.
4. Statement of Meeting Procedures: Heather Wilden read the instructions related to procedures for participation in the meeting via Zoom during the COVID-19 social distancing order.
5. Agenda Approval: There were no changes to the agenda.

### **MOTION TO APPROVE THE AGENDA:**

**Karleskint/Allard**

**Vote: Unanimous**

6. Public Comment: None.
7. Announcements & Information:
  - a. Reports from Directors: There were no reports from the Directors.
  - b. Reports from the Executive Director: Ken Grehm noted the new state guidelines requiring mandatory face coverings in all common areas and explained that staff will review and implement as appropriate.
  - c. Financial Reports: Eric Oddo summarized the financial reports. There were no questions from the Board.
  - d. Monthly Tonnage Reports: Keith Schmidt summarized the report. There were no questions from the Board.
  - e. WPWMA Engineer's Report: Keith Schmidt summarized the report and answered questions from the Board. Kevin Bell addressed the Board reiterating the need to construct the north compost pond lining within the next year or potentially sooner.

8. Consent Agenda:

a. Minutes of the Board Meeting held May 21, 2020:

Staff recommended approving the minutes as submitted.

b. Agreement to Conduct a Temporary HHW Collection Event in Auburn:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute an agreement with Clean Harbors Environmental Services, Inc. to conduct a temporary Household Hazardous Waste collection event in Auburn for an amount not to exceed \$74,931.

**MOTION TO APPROVE THE CONSENT AGENDA:**

**Allard/Karleskint**

**Vote: Unanimous**

9. Action Items:

a. Agreement with Ecohero, LLC for School Outreach Services:

Staff recommended authorizing the Chair to sign an agreement with Ecohero Show, LLC to provide professional services related to the WPWMA's public outreach, education, and engagement program for an amount not to exceed \$66,000.

Stephanie Ulmer summarized the report. There were no questions from the Board.

**MOTION TO APPROVE ITEM 9a:**

**Allard/Karleskint**

**Vote: Unanimous**

b. Agreement with Magma Creative, Inc. for Public Engagement and Public Information Officer Services:

Staff recommended authorizing the Chair to sign an agreement with Magma Creative, Inc. to provide professional services related to public engagement regarding the WPWMA's facilities and services and Waste Action Plan for an amount not to exceed \$82,800.

Stephanie Ulmer summarized the report. There were no questions from the Board.

**MOTION TO APPROVE ITEM 9b:**

**Allard/Halldin**

**Vote: Unanimous**



c. Sole-Source Agreement with CH2M Hill Engineers for Compost Permitting Assistance:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a sole-source agreement with CH2M Hill Engineers, Inc. a Jacobs Engineering Group, Inc. subsidiary, to prepare composting standard operating procedures and provide permitting assistance related to the transition to aerated static pile composting for an amount not to exceed \$176,224.

Keith Schmidt summarized the report. Keith and Kevin Bell answered questions from the Board.

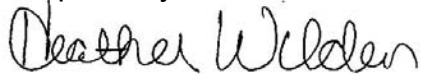
**MOTION TO APPROVE ITEM 9c:  
Halldin/Karleskint**

**Vote: Unanimous**

10. Upcoming Agenda Items: None.

11. Adjournment: Meeting was adjourned at 5:32 PM.

Respectfully Submitted,




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

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 9, 2020**  
FROM: **KEN GREHM / KEITH SCHMIDT**   
SUBJECT: **SECOND AMENDMENT TO THE AGREEMENT WITH GEO-LOGIC FOR LINER CONSTRUCTION QUALITY ASSURANCE SERVICES**

**RECOMMENDED ACTION:**

Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign the Second Amendment to the Waste Acceptance Policy, Waste Classification and Liner Design Services Agreement (Agreement) with Geo-Logic Associates (GLA) authorizing additional construction quality assurance services for a total of \$18,141, increasing the total not-to-exceed cost of the Agreement to \$342,140.

**BACKGROUND:**

After conducting a competitive procurement process, your Board awarded the Agreement to GLA on December 14, 2017, that included design of a Class II/Class III separation liner and construction quality assurance (CQA) for the resultant liner construction project. As a separate action, the competitive bid for construction of the liner was awarded to Innovative Construction Solutions (ICS). ICS was directed to start work on September 16, 2019; ICS's initial schedule suggested work would be complete within their contracted timeframe of 120 calendar days<sup>1</sup>, however ICS was unable to keep that schedule. On February 13, 2020, your Board approved the First Amendment to the Agreement authorizing GLA to provide CQA services through March 18, 2020, based on ICS's schedule at the time. On February 24, WPWMA received a further revised schedule from ICS suggesting project completion by April 10, 2020. On April 20, 2020, ICS provided a revised schedule showing a project completion date of May 18, 2020. The Executive Director subsequently approved the reallocation of unspent GLA project budgets to cover anticipated CQA and construction management costs through May 18, 2020. ICS reached Substantial Completion on May 29, 2020, resulting in an additional cost of \$18,141 for GLA to complete the CQA effort.

**ENVIRONMENTAL CLEARANCE:**

Landfill base liner and final closure projects were addressed in the Environmental Impact Report (EIR) and Supplemental EIR certified by your Board in August of 1996 and August 2000, respectively. No further environmental review is required.

**FISCAL IMPACT:**

The estimated cost of providing the services identified in the proposed Second Amendment is \$18,141. Sufficient funding for these services is included in the FY 2020/21 Preliminary Budget. Staff will work with WPWMA Counsel regarding the potential to assess liquidated damages against ICS which could partially offset the cost of the additional CQA services.

ATTACHMENT: SECOND AMENDMENT

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<sup>1</sup> The construction contract includes provisions for weather related delays that would not count against this figure.

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

**AGREEMENT:** 45188

**DESCRIPTION:** Second Amendment to Agreement for Waste Acceptance Policy, Waste Classification and Liner Design Services

This SECOND Amendment is made to be effective as of, from and after the day of \_\_\_\_\_, and between the Western Placer Waste Management Authority, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and Geo-Logic Associates, Inc. a California Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "Waste Acceptance Policy, Waste Classification and Liner Design Services Agreement" as of January 29, 2018, amended on April 16, 2020 by the First Amendment (hereinafter referred to as the "Agreement").
2. The WPWMA and Consultant agree that the Construction Quality Assurance (CQA) budget proposed by Consultant must be increased due to unforeseen project delays caused by a separate construction contractor, the work for which Consultant is providing CQA services.
3. The WPWMA requested a cost proposal from Consultant to provide additional CQA services and construction management services through the revised end of construction and Consultant responded with a cost of Eighteen Thousand One Hundred Forty One Dollars (\$18,141).
4. The WPWMA and Consultant desire to amend the Agreement to reflect the revised budget amounts and fee schedule and to increase the total, not-to-exceed cost of the Agreement to Three Hundred Forty Two Thousand One Hundred Forty Dollars (\$342,140).
5. All references in this Second Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning therein.

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

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

"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Three Hundred Forty Two Thousand One Hundred Forty Dollars (\$342,140).
1. Exhibits B.1 and B-1.1 shall be deleted and Exhibits B.2 and B-1.2 attached hereto is substituted therefore.

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

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

Western Placer Waste Management Authority

By: \_\_\_\_\_  
Executive Director or Designee

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

Geo-Logic Associates, Inc.

By: \_\_\_\_\_  
Gary L. Lass, CEO

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

By: \_\_\_\_\_  
John M. Hower, Senior Vice President

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

APPROVED AS TO FORM:

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

## **EXHIBIT B.2**

### **PAYMENT FOR SERVICES RENDERED**

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.2 and subject to the task budgets listed in Table 1.1, below.

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Three Hundred Forty Two Thousand One Hundred Forty Dollars (\$342,140) over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

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

**Table 1.1 – Task Budgets**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>ORIGINAL BUDGET</b>	<b>SECOND AMENDMENT</b>	<b>TOTAL</b>
<b>1.0</b>	<b>Waste Classification Designation Evaluation</b>			
1.1	Kickoff Meeting and Class II Designation Review	\$10,030.00	---	\$10,030.00
1.2	Comparable Facility Identification	\$2,320.00	---	\$2,320.00
1.3	Evaluation of Separation System Necessity	\$2,860.00	---	\$2,860.00
1.4	Waste Acceptance Scenario Cost Estimates	\$28,259.00	---	\$37,801.00
1.5	Conceptual Landfill Configurations & Operating Scenarios	\$28,476.78	---	\$64,993.00
<b>2.0</b>	<b>Waste Acceptance Policy</b>			
2.1	Waste Acceptance Evaluation	\$14,104.00	---	\$14,104.00
2.2	Waste Acceptance Policy Preparation	\$8,532.00	---	\$8,532.00
<b>3.0</b>	<b>Liner Design and Construction Quality Assurance</b>			
3.1	Liner Design	\$32,499.00	---	\$25,999.00
3.2	Construction Bidding & Permitting Assistance	\$4,448.00	---	\$4,448.00
3.3	Construction Assistance	\$2,224.00	---	\$2,224.00
3.4	Construction Quality Assurance and Limited Construction Management	\$189,671.00	\$18,141.00	\$207,812.00
<b>4.0</b>	<b>Additional Services</b>	\$575.22		\$15,000.00
<b>TOTAL</b>		<b>\$323,299.00</b>	<b>\$18,141.00</b>	<b>\$342,140.00</b>

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 9, 2020**  
FROM: **KEN GREHM / KEITH SCHMIDT**   
SUBJECT: **SOLE-SOURCE AGREEMENT WITH SCS ENGINEERS FOR AQUIFER TESTING**

**RECOMMENDED ACTION:**

Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign a sole-source agreement with SCS Engineers (SCS), to conduct an Aquifer Pump Test for an amount not to exceed \$285,000.

**BACKGROUND:**

As reported to your Board at the February 14, 2019 meeting, areas of the WPWMA landfill developed prior to 1984 (Modules 1, 2, 10 and most of Module 11, see attached site map) were constructed without the geomembrane plastic liner systems required today. Landfill gas (LFG) probes installed above normal groundwater levels adjacent to the landfill in the unlined area are designed to be the earliest detection point of potential methane migration and LFG-related groundwater impacts. Groundwater wells are also located adjacent to the landfill and are designed to detect impacts from LFG or landfill leachate.

As early as 1992, groundwater impacts near the landfill were detected in three onsite groundwater monitoring wells, including the groundwater extraction well. In 1994, the WPWMA installed a series of LFG probes which immediately indicated LFG impacts; as a result, the WPWMA was required to install additional groundwater wells and submit a Corrective Action Plan (CAP) to the Central Valley Regional Water Quality Control Board (Water Board). The WPWMA submitted and the Water Board approved a Feasibility Study and CAP requiring the WPWMA to: 1) cease landfilling in the unlined areas of the landfill and install a final cap system, 2) use a LFG recovery system to correct impacts to groundwater, 3) conduct more frequent sampling of select wells, and 4) conduct additional analysis until the matter was resolved to the Water Board's satisfaction.

On January 17, 2019, the Water Board issued a Notice of Violation (NOV) for persistent Volatile Organic Compounds (VOCs) in groundwater, despite implementation of the CAP. The Water Board directed the WPWMA to prepare and submit a new CAP and revised Report of Waste Discharge (ROWD).

At the March 14, 2019 meeting, your Board authorized SCS to prepare the analysis and reports required by the NOV. SCS conducted a desktop analysis of the viability of corrective action alternatives. Their analysis identified a pump and treat system as the most cost effective and technically viable alternative to remediate the groundwater impacts. The WPWMA reported SCS's findings to the Water Board in an Engineering Feasibility Report (EFS) on December 31, 2019, with a request for additional time to

investigate the viability of a pump and treat system by conducting a pumping test to gather site-specific data.

The Water Board responded to the EFS in the enclosed letter dated February 27, 2020, directing the WPWMA to submit a Work Plan by April 15, 2020 and to complete the investigative work on an accelerated schedule. Furthermore, the Water Board indicated that the aquifer test and revised ROWD had to be completed within 90 days of submittal of the Work Plan (i.e. July 14, 2020). Given the required time to design and construct the test wells, conduct the test, evaluate the results, and prepare the appropriate ROWD, the 90-day timeline is not realistic. As a result, the WPWMA will not meet the Water Board's July 14, 2020 deadline to submit the ROWD. Staff will nonetheless notify the Water Board of our plans to conduct the necessary work and our anticipated schedule for submittal of the appropriate documents.

The Work Plan for the proposed Aquifer Pump Test includes drilling two test wells and one piezometer, pumping each of the test wells for three to seven days, and monitoring the aquifer response using pressure readings from existing adjacent groundwater wells and the new piezometer. Results from this test will be used to determine the potential water pumping rate, area of influence of the wells, and likelihood of cost-effectively remediating the existing groundwater impacts. The data will also allow staff to estimate the capital and operating costs of a potential future pump and treat system.

Due to SCS's extensive history with and detailed knowledge of the Western Regional Sanitary Landfill, including site history, current practices, and water quality monitoring trends, staff believes SCS is the best qualified firm to design and conduct the proposed Aquifer Pump Test. Staff requested a proposal from SCS to execute the Aquifer Pump Test as drafted and negotiated the attached agreement. Once the proposed Aquifer Pump Test is completed and SCS has completed their cost analysis of a permanent pump and treat system, staff will return to your Board with a recommendation on how to proceed.

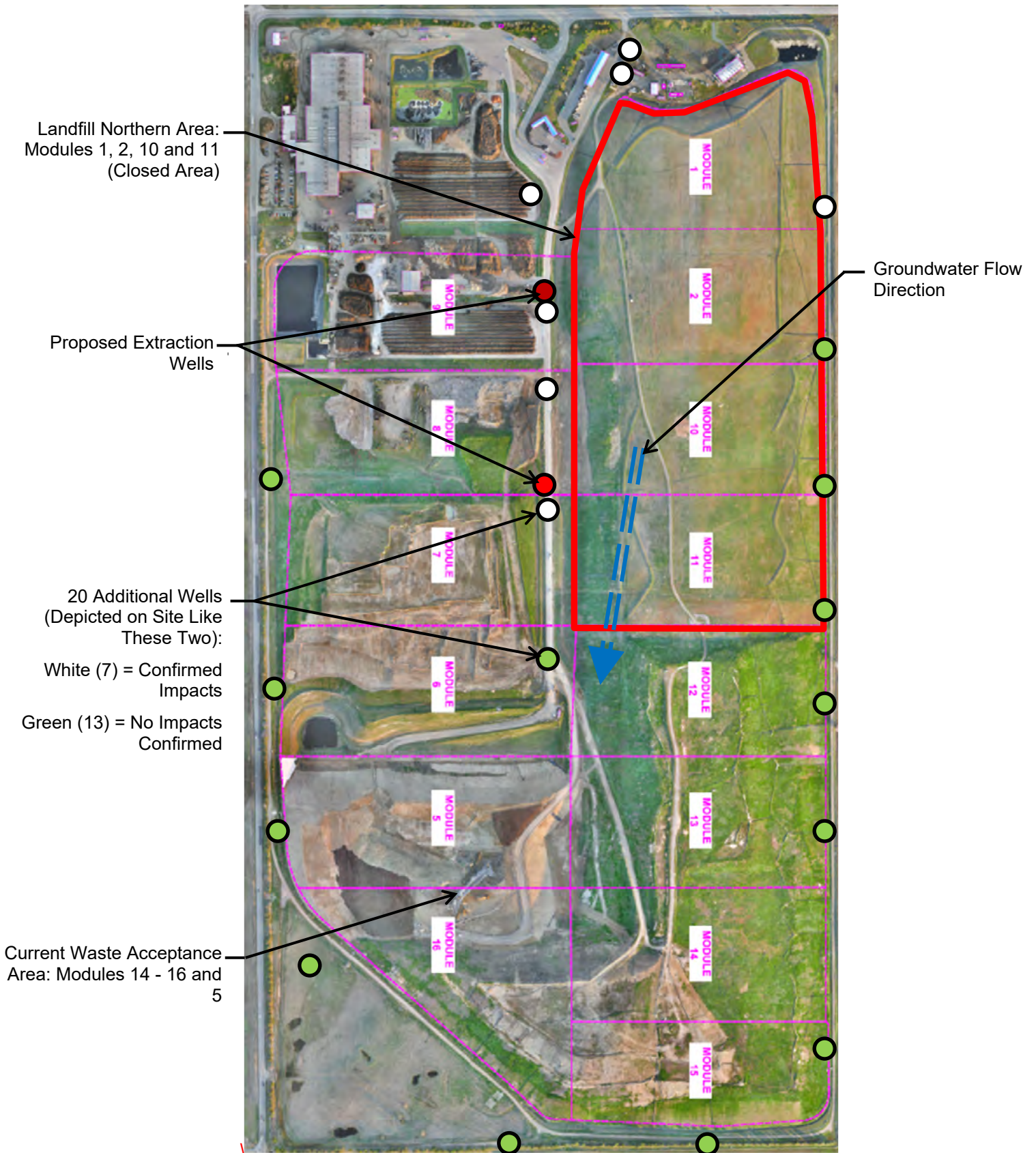
#### **ENVIRONMENTAL CLEARANCE:**

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 cost of providing the proposed services is \$285,000 which includes an assumed direct cost of \$95,000 for the services of a well driller and a \$15,000 contingency for additional services. Sufficient funding for the proposed agreement is available in Account 52380 of the FY 2020/21 Preliminary Budget.

ATTACHMENT: LANDFILL SITE MAP  
SCOPE OF SERVICES  
WATER BOARD LETTER DATED FEBRUARY 27, 2020



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The WPWMA is a Joint Powers Authority comprised of the cities of Rocklin, Lincoln, Roseville and the County of Placer (County) governed by a Board of Directors comprised of elected officials from each of these entities. The WPWMA facility includes a solid waste transfer station, materials recovery facility, composting facility, landfill (the Western Regional Sanitary Landfill, WRSL), household hazardous waste collection facility, recycleables buyback facility. Stormwater and groundwater protection measures at the entire facility are enforced by the Central Valley Regional Water Quality Control Board (Water Board).

The WRSL has documented groundwater impacts dating back as early as 1992 and implemented a Corrective Action Plan (CAP) in 1997 to address those issues and required the WPWMA: 1) permanently close the unlined area of the landfill, 2) use a LFG recovery system to correct impacts to groundwater, 3) conduct more frequent sampling of select wells, and 4) conduct additional analysis of the groundwater until the matter was corrected and the case closed. The Water Board issued a Notice of Violation (NOV) dated January 17, 2019 indicating Volatile Organic Compounds (VOCs) continued to persist in groundwater beneath the WPWMA landfill and along the site boundary, even with the WPWMA Corrective Action Plan (CAP) underway. The Water Board directed the WPWMA to prepare and submit a new CAP and a revised Report of Waste Discharge (ROWD) and permit application. In a separate agreement, the WPWMA Board authorized Consultant to prepare the analysis, reports and design required by the NOV.

Part of the analysis and reporting process included reviewing the current CAP and conducting a desktop analysis of the viability of other alternatives for corrective action. Consultant identified the alternative most likely to correct the issue was to install a pumping system to extract the groundwater from the impacted area of the landfill and treat and dispose of the water (hereinafter referred to as a pump and treat system).

As part of the reporting process, the WPWMA submitted an Engineering Feasibility Report (EFS) on December 31, 2019 indicating a desire for additional time to investigate the viability of a pump and treat system. The Water Board responded to the EFS in a letter dated February 27, 2020 directing the WPWMA to submit a Work Plan by April 15, 2020. Staff submitted the Work Plan on April 15, 2020 and, in order to meet the timelines stipulated in the cover letter, requested approval from the WPWMA to execute the Work Plan via this agreement with Consultant.

Consultant shall execute the steps outlined in the Aquifer Test Work Plan dated April 15, 2020, consisting of the following tasks:

#### **TASK 1: WELL DESIGN, PERMITTING, AND SOLICITATION OF BIDS**

Acting as the prime contractor, Consultant shall develop a well design, including plans and specifications, sufficient to retain and direct the work of a drilling subcontractor. The well design shall include, but not necessarily be limited to, the following: the proposed drilling method and drilling diameter; soil sampling intervals; well materials including filter pack design; proposed well depths; filter pack and well seal depth intervals, and casing lengths including screen intervals based on available information with provisions for field adjustment. The documents shall be marked "Issued for Bidding" and contain a sufficient amount of detail to bid and build the groundwater extraction wells using competitive bidding. The bid documents shall also include applicable permits and standards, required notifications, site access and coordination, drilling requirements, soil logging requirements, field modification notifications and approvals, well installation and sealing requirements, well development

methods and requirements, drill cuttings and development water handling and disposal, and final well monument construction and protection requirements.

For purposes of this scope and budget, WPWMA will pay the direct costs of the well permitting fees to the County of Placer. No site preparations (drill pads, roads, etc.) are anticipated.

Consultant shall include the following sections of text in the bid solicitation regarding Prevailing Wages:

*“Prevailing Wages*

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

Upon the WPWMA's approval of the Issued for Bidding documents, Consultant shall obtain bids from at least three contractors with at least five (5) years of groundwater well drilling experience. Consultant shall conduct a site walk with the prospective contractors along with the WPWMA representatives. After the site walk, Consultant shall conduct a telephone conference with the bidders to answer questions. Consultant shall receive and review the submitted contractor bids, and submit a summary of the bids, with bid costs and bidder qualifications, and recommendation for selection to the WPWMA with prices based on the Issued for Bidding documents. Consultant shall host one teleconference to review the quotes and summary with the WPWMA. Based on the WPWMA's concurrence with the Consultant's recommendation of a contractor, Consultant shall select the construction contractor and prepare final award and contract documents as required to retain the contractor.

*Pre-Construction*

Consultant shall secure and execute contracts with the construction contractor. Completion of this task with the construction contractor assumes that the construction contractor shall enter into a contract with Consultant with non-detrimental terms to Consultant. Consultant shall arrange and lead a construction kickoff meeting at the WRSL prior to construction that includes the construction contractor, landfill operator representatives and the WPWMA. The Consultant shall review with the construction contractor the:

- Project staging areas for construction
- Other construction work anticipated to be or currently underway by the WPWMA and/or its contractors and coordination with the WPWMA staff and operations
- Scope of work
- Project schedule



- Project management and environmental protocols
- As-built documentation requirements

Consultant shall prepare construction meeting minutes after the kickoff meeting. The meeting minutes shall define project goals, assumptions, timetables, and lines of communication. Consultant shall prepare and distribute updates to the construction timetables and lines of communication as necessary during the course of the project. Consultant shall document the project kickoff meeting and deliver the meeting minutes in electronic (PDF) file to the WPWMA for review within five (5) business days of the meeting, and send the final meeting minutes to all attendees.

Prior to commencing site activities, Consultant and its construction contractor shall walk the construction area with the WPWMA personnel to identify any underground utilities, site features, and/or obstructions and adjust the well locations as necessary prior to starting construction. Consultant shall establish via topographic survey the coordinates (Northings and Eastings) for each well and set stakes marking the installation locations. In addition, during the pre-construction meeting, Consultant shall establish the procedures for determining any revised well construction details based on field observations made during construction.

*Deliverables & Schedule*

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Well Permit Application	Within two (2) weeks of contract execution	PDF
“Issued for Bidding” Drilling Contract Documents	Within four (4) weeks of contract execution	PDF
Construction Meeting Minutes	Within five (5) business days of meeting	PDF

**TASK 2: WELL AND PIEZOMETER DRILLING, AQUIFER PUMPING**

This task is intended to encompass the direct costs Consultant will pass through to the WPWMA. The construction contractor shall provide services needed to drill, develop and complete the wells and piezometer. The contract shall also provide the pumping, water management, and other field labor and equipment required to pump the wells for ninety six (96) hours and measure the response across the approximately seven (7) days in support of Consultant’s completion of the study. Contractor shall follow the Aquifer Test Plan and Issued for Bidding documents at the direction of Consultant, attend the kickoff meeting, and schedule all activities at times agreeable to the WPWMA and Consultant.

*Substantial Completion*

"Substantial Completion" means the stage when the construction work identified in Task 2 (hereinafter "Construction Work") is complete and in accordance with the Contract Documents as determined by, and in the sole discretion of, the WPWMA, except only for completion of minor items which do not impair the WPWMA's ability to fully utilize the Construction Work for its intended purpose.

When Consultant gives notice to the WPWMA that the Construction Work is substantially complete, unless the WPWMA determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, the WPWMA will inspect the Construction Work, and prepare and give to the Consultant a comprehensive list

of items to be completed or corrected before establishing Substantial Completion. Consultant shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Consultant to complete all Construction Work in accordance with the Contract Documents. The WPWMA will make an inspection to determine whether the Construction Work is substantially complete. If the WPWMA's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, the Consultant shall, before issuance of the Certificate of Substantial Completion, complete or correct such item to the satisfaction of the WPWMA. Consultant shall then submit a request for another inspection by the WPWMA to determine Substantial Completion. The WPWMA reserves the right to deduct the costs for additional inspection by the WPWMA from any monies due and payable to the Consultant.

When the WPWMA determines that the Construction Work is substantially complete, the WPWMA will prepare a Certificate of Substantial Completion on a WPWMA form, which, when signed by the WPWMA, shall establish the date of Substantial Completion and the responsibilities of the WPWMA and the Consultant for security, maintenance, utilities, insurance, and damage to the Construction Work. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that are not fully operational or are not accepted by the WPWMA. The Guarantee to Repair Period for equipment or systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by the WPWMA. The daily rate included in the Agreement and specifically identified as the rate to be paid to the Consultant for Compensable Delays shall not apply to any delays occurring after the Construction Work is substantially completed.

#### *Time for Completion and Liquidated Damages*

In the event that construction has not reached Substantial Completion, as defined herein by the date listed below in Deliverables and Schedule, unless otherwise agreed to in writing by both parties, liquidated damages shall be imposed upon and paid by Consultant subject to the limitations of paragraph 3 of Exhibit D of the Agreement. After considering the full consequences of such a breach, Consultant and the WPWMA agree that a reasonable damage for such a breach shall be the amount of Two Thousand Dollars (\$2,000) per calendar day, and the payment of the same is payment of liquidated damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Agreement, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the WPWMA may deduct the amount thereof from any money due or to become due to said Consultant.

Upon execution of this Agreement, Consultant and WPWMA have assumed regulatory agency approvals exist, will be timely, or are forthcoming and will not hinder prosecution of the work, specifically: 1) For the County of Placer issued Well Permit, the WPWMA assumes a one (1) week turn-around time, and 2) For Water Board approval of the Aquifer Test Work Plan, the WPWMA assumes the Work Plan will be accepted as submitted on April 15, 2020, and that this plan will suffice as the Well Installation Work Plan.

### *Warranties*

Consultant unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the WPWMA, any and all materials which may be defective or improperly installed. The Consultant shall repair or replace to the satisfaction of the WPWMA any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above stated conditions within a reasonable time, the WPWMA is authorized to have the defect repaired and made good at the expense of the Consultant who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs of the WPWMA, and Project Management, legal and other consultant fees incurred to enforce this section. The signing of this Agreement by the Consultant and the signature of any contracts by a construction contractor(s) required to fulfill the Consultant's terms of this Agreement shall constitute execution of the above guarantees. Except as otherwise provided in this Agreement, the guarantees and warranties shall remain in effect for a period of one (1) year after Substantial Completion."

### *Winterization*

Consultant represents that it shall complete the construction effort in summer/fall of 2020, have limited earth disturbing activities, such that acquiring coverage for stormwater related impacts under the Construction General Permit will not be required. Consultant shall be responsible for winterization, subject to the limitations of paragraph 3 of Exhibit D of the Agreement, if required by law.

### *Deliverables & Schedule*

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Two Completed Water Wells and One Completed Lysimeter	Within nine (9) weeks after submittal of the Issued for Bid documents to the WPWMA	N/A

## **TASK 3: WELL CONSTRUCTION QUALITY ASSURANCE AND PUMP TEST MEMORANDUM**

### *Construction Quality Assurance*

Consultant shall oversee all aspects of the construction of the two groundwater aquifer test wells. This includes observation of underground activities and significant construction items (e.g., construction of the well casing, seal, monument, etc.) and directing the construction contractor at what intervals to screen while logging the soil/aquifer characteristics.

Consultant shall answer contractor questions and review contractor submittals. Consultant shall provide a daily project summary electronic mail to the WPWMA summarizing items complete, upcoming items, and critical path items. Consultant shall coordinate the installation of the improvements and is ultimately responsible for the successful construction of the improvements specified in the Issued for Bidding documents. This scope and budget are based on the following assumptions:

- The WPWMA shall provide review comments on all draft submittals within three (3) working days



- WPWMA shall not charge a tipping fee for the disposal of encountered refuse or project-generated waste, but will require Consultant to transport landfilled, project-generated waste to the WPWMA scalehouse and subsequently to the WRSL for disposal
- If Consultant encounters groundwater, contaminated groundwater, or other liquids that hinder construction activities, Consultant shall contain and transport the liquids from the construction activities and dispose of the liquids per applicable law and consistent with direction of the WPWMA. For purposes of this scope and budget, Consultant assumes discharging the pumped liquids to the southern edge of the WPWMA South Compost Pad will be an acceptable discharge method.

Consultant shall attend a final construction completion job walk. Consultant shall prepare a construction completion punch list. Consultant shall work with the construction contractor to assure that the project punch list is completed. Once the final punch list is completed, Consultant shall make a final review of the site to ensure the work area is left free of construction debris. Consultant shall leave the areas disturbed during construction neat and graded to match and drain via surrounding contours. Upon completion of final cleanup, Consultant shall demobilize all equipment and manpower from the site.

Consultant shall prepare a Well Construction Quality Assurance (CQA) report summarizing the design and quality control observations and inspections of the improvements during construction, and determine the contractor's conformance with the design documents. Consultant shall prepare boring and well construction logs based on field notes and shall include these logs in the report as an appendix. The CQA report shall also contain copies of the contractor's field reports and Consultant's construction photograph documentation. Consultant shall utilize the contractor's construction notes, photographs, as-built survey data, and as-built drawings to provide a complete set of record drawings for the project. Consultant shall include these record drawings in the CQA report.

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

### *Aquifer Analysis*

After completion of the wells, Consultant shall pump the each well separately for 96-hours of pumping, totaling approximately seven days elapsed time (accounting for periods of aquifer recharge), and monitor and record the aquifer response using pressure readings from existing, adjacent groundwater wells and piezometer. Results from this test will be used to determine the potential water pumping rate, the area of influence of the wells, and the potential for accelerating the groundwater remediation process. Consultant shall also collect data to estimate the capital cost of the pump and treat system as well as the operational costs such as electricity, water treatment and disposal costs, and personnel costs.

Prior to initiation of each aquifer test, Consultant shall furnish, install and configure a temporary submersible pump and flow meter in the extraction well, and pressure transducers/data loggers in the extraction well and nearby monitoring wells. For EX-1, this shall include the monitoring wells MW-9, MW-11R, and the cluster wells CW-9S, CW-9M, and

CW-9D. For EX-2 this shall include monitoring well MW-5 and the cluster wells CW-5S, CW-5M, and CW-5D. Consultant shall also furnish, install and configure pressure transducers/data loggers in the newly installed piezometer, MW-10, MW-2, MW-12, and MW-13, which shall be used as observation points for both tests. All transducers shall be barometric pressure compensating and Consultant shall monitor barometric pressure onsite recorded it at least every hour or continuously during the tests. Consultant shall also compare the barometric pressure data to the WPWMA's onsite weather station data for purposes of ensuring data accuracy and consistency.

Consultant shall begin each pump test with a brief step test to determine specific yield versus pumping rate, and a target pumping rate that is expected to provide sufficient drawdown while attaining a safe yield and static conditions during the test. Once a rate is established, Consultant shall turn off the pump and allow water levels to recover to static conditions for a period of at least 24 hours. The main aquifer test will then be initiated at the constant rate determined from the initial pump test and this test will be for a minimum of 96 continuous hours. If necessary, Consultant shall adjust pump rates from the extraction wells over the duration of the test to maintain a constant flow rate throughout the test. At the conclusion of the pumping period, Consultant shall turn off the pump and allow water levels to recover to pretest conditions. The time needed for this recovery monitoring will be based on aquifer response.

During aquifer testing, Consultant shall conduct periodic water quality sampling to monitor groundwater conditions during pumping. Consultant shall collect samples from both EX-1 and EX-2, at 12 hour intervals during pumping and analyze for field parameters (temperature, pH, specific conductivity, and turbidity). Consultant shall also collect samples at the same intervals for laboratory analysis of VOCs, total dissolved solids, and standard anions/cations (listed Monitoring Parameters in Table I of the Monitoring and Reporting Program of Order R5-2007-0047). During aquifer testing, Consultant shall route all water pumped from the extraction wells to the lined South Compost Pond as noted above in Task 2 for evaporation/disposal. Following completion of each aquifer test, Consultant shall analyze the data using AQTESOLV software. Consultant shall make best-fit calculations for transmissivity and storage coefficient. Because the extraction wells will likely be screened across multiple hydrogeologic beds (sands, silts and clays), these will be estimated averages across the screened zones. Based on observation well data, Consultant shall also make an estimate of radius of influence will also be made for each extraction well. Consultant shall compile the field data and analysis results and submit a brief Pump Test Field Work Status Memorandum. The laboratory analysis data, however, will be reported in Task 4 due to the laboratory analysis turn around time.

*Deliverables & Schedule*

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Pump Test Field Work Status Memo	Within two (2) weeks of completion of pump test field work	PDF

**TASK 4: GROUNDWATER PUMP AND TREAT SYSTEM ENGINEERING FEASIBILITY STUDY AND PRELIMINARY DESIGN REPORT**

Consultant shall prepare a report of aquifer test results including well logs for the extraction wells, test procedures, test results and calculations, and application data. The report shall include estimates well flow rates and radius of influence for extraction wells, which shall be

shown in plans and cross-sections. Consultant shall also prepare and include a MODFLOW groundwater flow model for the site to predict capture and seasonal scenarios, capture zone analysis, particle tracking, evaluate seasonal operation options. Consultant shall investigate various pumping scenarios and provide recommendations for pumping scenarios and additional extraction wells based on model results.

Consultant shall tabulate, summarize and interpret the laboratory analysis reports and recommend the best treatment technology, treatment plant site location, and preliminary design. For purposes of this scope and budget, this assumes treatment for VOCs only. Consultant shall also evaluate the water disposal alternatives based on differing levels of treatment: if water is treated by discharge to the sanitary sewer connection, this may not be needed, but if the water is treated onsite, water reuse and disposal alternatives shall be evaluated. Consultant shall specifically identify if treated water could be used for a portion of the year for dust control, landfill cap maintenance, and/or other operations such as composting. Consultant shall determine if other arrangements may need to be made for discharge of treated water to other locations during wet weather including but not limited to evaluation of sewer connection upgrade and the possible upgrade and ongoing disposal costs in the Placer County sewer. Consultant shall evaluate long-term water disposal including projected capital costs, operation & maintenance costs, infrastructure improvements needed, and other factors necessary to select appropriate water disposal options and include the recommendations in a Groundwater Pump and Treat Engineering Feasibility Study (EFS). The EFS shall include an estimate of probable construction and operations costs for the WPWMA Board consideration. This report shall summarize the geological considerations of the below-ground improvements and indicate the estimated time for such a system to create the capture zone based on the MODFLOW software.

Consultant shall then prepare a Preliminary Design Report sufficient for a professional engineer or geologist familiar with the standard of care for this type of work to understand the design sufficiently to prepare a final design for construction of the above-ground components of the pump and treat system.

*Deliverables & Schedule*

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Pump and Treat EFS	Within six (6) weeks after completion of the pump test field work	PDF
Final Pump and Treat EFS	Within one (1) weeks of receipt of WPWMA consolidated comments	PDF
Draft Preliminary Design	Within eight (8) weeks after completion of the pump test field work	PDF
Final Preliminary Design	Within one (1) weeks of receipt of WPWMA consolidated comments	PDF

**TASK 5: ADDITIONAL SERVICES**

This Agreement allows for Additional Services subject to the prior written approval from the WPWMA Executive Director or designee up to a maximum amount of Fifteen Thousand Dollars (\$15,000). The total amount payable for all services provided under this Agreement, including additional services, shall not exceed the cost allocated in Exhibit B. The services included in this task are not currently identified. Should the WPWMA request services not identified in this Agreement or should services of greater scope or depth than identified and budgeted herein be required, Consultant shall notify the WPWMA and shall submit a

supplemental proposal for additional services prior to starting work. Any approved Additional services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

### **GENERAL ASSUMPTIONS**

Minor Changes to Contract – Said scope of services may be amended only with the prior written approval of Consultant and the WPWMA Executive Director or designee, however, in no event shall such amendment create any additional liability to the WPWMA.

Scope of Reviews – Consultant shall respond to a single round of review comments on draft work products unless noted otherwise. Consultant shall develop a comment matrix to document their response to WPWMA comments, and if the comment was accepted, rejected or modified.

Use of Subcontractors – Consultant shall administer and supervise the work of all subconsultants it contracted for the work of this Agreement. No subcontractors have been selected. Consultant shall notify WPWMA of intent to hire a subcontractor with the subcontractor's qualifications. WPWMA will review the information and indicate if the WPWMA takes exception to the use of that contractor. No other subcontractors are to be used in performing this scope of services without the prior written approval of the Project Manager.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

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

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed **Two Hundred and Eighty Five Thousand and no/100 Dollars (\$285,000.00)** over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

**Table 1 – Task Budgets**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
1	Well Design, Permitting, And Solicitation of Bids	\$30,000
2	Well and Piezometer Drilling, Aquifer Pumping	\$95,000
3	Well Construction Quality Assurance and Pump Test Memorandum	\$35,000
4	Groundwater Pump and Treat System Engineering Feasibility Study And Preliminary Design Report	\$110,000
5	Additional Services	\$15,000
<b>TOTAL</b>		<b>\$285,000</b>

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

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## Central Valley Regional Water Quality Control Board

27 February 2020

Kevin Bell  
Deputy Executive Director  
Western Placer Waste Management Authority  
11476 C Avenue, Auburn, CA 95603

### ***ENGINEERING FEASIBILITY STUDY REVIEW, WESTERN REGIONAL SANITARY LANDFILL, PLACER COUNTY***

The Western Placer Waste Management Authority (hereafter Discharger) operates the Western Regional Sanitary Landfill, which is regulated by Waste Discharge Requirements (WDRs) Order R5-2007-0047. The facility consists of two waste management units (WMU), a partially closed Class III WMU, which consists of six individual modules; Modules 1, 2, 10, 11, 12, and 13, and a Class II WMU, which currently consists of four modules; Modules 5, 14, 15, and 16. Modules 1, 2, 10, and a portion of Module 11 are unlined; however, the remaining modules are lined and have an overlaying leachate collection and removal system (LCRS).

#### **Background**

In a 17 January 2019 Notice of Violation (NOV), Water Board staff documented multiple reporting violations, as well as ongoing volatile organic compound (VOC) and inorganic constituent impacts to groundwater beneath the site. To address these impacts, the NOV directed the Discharger to submit an amended report of waste discharge (ROWD) by 1 July 2019. The amended ROWD was to contain a proposal to enhance the site's corrective action program, to ensure all constituent impacts to groundwater and the unsaturated zone were contained and remediated.

In a 2 July 2019 letter, the Discharger proposed a revised schedule to submit an amended ROWD. The Discharger stated that they would submit an Engineering Feasibility Study (EFS) by 30 September 2019 and a Corrective Action Plan (CAP)/ROWD 120-days after EFS approval. After failing to meet their own revised schedule, the Discharger, in a 23 October 2019 letter, stated that they would submit an EFS by 31 December 2019 and a CAP/ROWD 120-days after EFS approval. Water Board staff responded to each letter notifying the Discharger that they were in violation of the 1 July 2019 reporting date established in the 17 January 2019 NOV.

On 31 December 2019, the Discharger submitted the 31 December 2019 *Engineering Feasibility Study (EFS)*, and this letter documents Water Board staff's review of the *EFS*.

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KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

## Report Summary

The *EFS* discusses site conditions, completed and ongoing remedial efforts, and ongoing VOC impacts to groundwater. Remedial efforts completed to date include the closure of Waste Modules 1 and 2 in 1998 and Waste Modules 10 and 11 in 1999, and the continued operation of the site's landfill gas (LFG) collection and control system (GCCS). The GCCS extracts LFG from 87 infill wells, 27 perimeter wells, and 3 leachate risers, which are monitored monthly to optimize system performance.

The *EFS* focuses on the remediation of VOCs in groundwater, and the Discharger states that along with LFG extraction, that a case could be made for the application of Monitored Natural Attenuation (MNA) to address the VOC impacts that persist in groundwater. However, the Discharger recommends that along with LFG extraction, that an aquifer pump test be completed: 1) to determine the feasibility of operating a groundwater extraction system, and 2) to obtain data required to design an effective remedial system.

The *EFS* recommends that an aquifer pump test be completed using two extraction wells installed near the VOC impacted wells located west/downgradient of Waste Modules 1, 2, 10, and 11. The pump test will run for between three and seven days, and existing monitoring wells will be used to provide drawdown information. As part of the test, the Discharger will also evaluate options to dispose of extracted groundwater.

Given their intent to explore the viability of operating a groundwater pump-and-treat system, the Discharger has requested additional time to complete their proposed pump test, and potentially design, build, and implement a groundwater CAP. The Discharger has proposed to: 1) retain a consultant by 1 June 2020, 2) complete a groundwater pump test by 1 October 2020, 3) complete a design report for a groundwater CAP by 1 February 2021, 4) complete construction documents for a groundwater CAP by 1 September 2021, and 5) complete the construction bid process for a groundwater CAP by 1 December 2021.

## Water Board Staff Response

The Discharger's proposed schedule does not comply with Title 27 or the WDRs. Combined with the Discharger's previous delays, this schedule will result in a delay of almost 3-years before the Discharger is prepared to expand the site's corrective action program, and system construction and startup are not even discussed in the schedule. Section 20430(j) of Title 27 states in part that if the Water Board determines that the site's corrective action program does not satisfy the requirements of this section, that the Discharger shall, within **90-days of notification**, submit an amended ROWD to make appropriate changes to the corrective action program. Therefore, an expedited schedule will be required.

In the *EFS*, the Discharger states that an argument could be made for using MNA to address the VOC impacts that persist in groundwater beneath the site. However, Section 20430(c) of Title 27 states in part that the Discharger shall implement corrective action measures that ensure constituents achieve their respective concentration limits by "removing the waste constituents or treating them in place". MNA does not meet the requirements of this section. Furthermore, Title 27 requires full containment of all discharges of waste to land; therefore, MNA would only be acceptable for a landfill that was clean closed in accordance with Section 21090(f) of Title 27. Given the facility is an active landfill with documented constituent impacts that persist in the unsaturated zone and groundwater, MNA would not meet the requirements for a Corrective Action Program as outline in Section 20430 of Title 27.

Therefore, to expedite required modifications to the site's Corrective Action Program, the Western Placer Waste Management Authority shall submit, by **15 April 2020**, a work plan to conduct a groundwater pump test as recommended in the *EFS*. To ensure that the data set acquired during this proposed pump test is adequate to accurately characterize aquifer conditions and design an effective remedial system, the pump test should contain a proposal to:

1. Complete separate pump tests at multiple location using multiple observation wells during each test.
2. Use pressure transducers and data loggers at each extraction and each observation well during each test. The work plan shall outline which well will be used for extraction and which wells will be used as observation wells during each test.
3. Complete at least one continuous rate pump test that runs for a minimum of 96-hours of active pumping, followed by a similar period of recovery monitoring.
4. Collect periodic baseline pre-test water level measurement using pressure transducers in each extraction and observation well to account for any periodic or on-going regional water level fluctuations.
5. Collect periodic baseline pre-test barometric pressure readings and continue these readings throughout the test and recovery period.
6. Based on the data obtained, be prepared to provide scaled maps and cross-sections estimating the radius of influence expected both horizontally and vertical beneath the site, once groundwater treatment begins.
7. Collect, store, and properly dispose of all groundwater generated during the proposed pumps tests. In the *EFS*, the Discharger discusses disposing of untreated groundwater from the pump test, and future remedial efforts, by spray irrigating seasonally across lined areas of the landfill cover. The disposal of



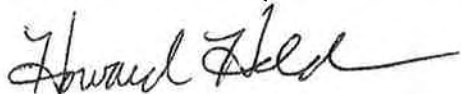
impacted and untreated groundwater would be in violation of the site's WDRs, Title 27, and the water code. If the Discharger does not receive approval from the South Placer Wastewater Authority to dispose of extracted groundwater to the sanitary sewer, all extracted groundwater must be properly treated and disposed under permit from this office. A general order has been prepared for just such clean-up efforts; *Order R5-2015-0012, Waste Discharge Requirements General Order for In-Situ Remediation and Discharge of Treated Groundwater to Land.*

The Work Plan, due by **15 April 2020**, must also contain an expedited schedule to: 1) complete the proposed pump test, 2) complete a design report for groundwater corrective action, to be submitted as an amended ROWD, 3) complete construction documents, 4) construct the proposed system, 5) obtain authorization to discharge from the system, and 6) begin groundwater remediation.

As required by Section 20425(d) of Title 27, within **90-days** of completing the work proposed in an EFS (the Work Plan requested above), the Discharger shall submit an amended ROWD to establish a corrective action program. This amended ROWD, as required above, shall be completed in accordance with Section 20425(d)(2) of Title 27, and meet the requirements of Section 20430 of Title 27. Additionally, based on the required reporting schedule outlined in Sections 20425 and 20430 of Title 27, Water Board staff will expect an amended ROWD, adequate to implement changes to the site's corrective action program, to be submitted no later than **14 July 2020**.

All reports shall be uploaded to GeoTracker, and once uploaded; an email shall be sent to [centralvalleysacramento@waterboards.ca.gov](mailto:centralvalleysacramento@waterboards.ca.gov) notifying Water Board staff of the upload. To ensure each GeoTracker upload notification is routed to appropriate staff, please include the following information in the body of the email: Attn: Paul Sanders, Compliance Unit, Title 27, the Date and Title of the report, the reports GeoTracker uploaded confirmation number, and the facility's CIWQS place ID (CW-272229).

If you have any questions regarding this letter or would like to meet to discuss any of the findings or requirements outline above, please contact Paul Sanders at 916-464-4817 or [paul.sanders@waterboards.ca.gov](mailto:paul.sanders@waterboards.ca.gov).



HOWARD HOLD, PG # 7466  
Senior Engineering Geologist  
WDRs Compliance and Enforcement Unit

cc: Paul Halloway, Placer County Environmental Health Department, Auburn  
Keith Schmidt, Western Placer Waste Management Authority, Roseville  
Wayne Pearce, SCS Engineers, Sacramento