

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **OCTOBER 13, 2016**  
FROM: **KEN GREHM / STEPHANIE ULMER** *SU*  
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR FACILITY MASTER  
PLANNING AND ENVIRONMENTAL SERVICES**

**RECOMMENDED ACTION:**

Authorize the Chair to sign the Agreement with CH2M for planning and environmental review services related to potential future uses of the WPWMA's properties for an amount not to exceed \$2,292,000.

**BACKGROUND:**

Over the past two years staff have evaluated the potential future needs of the WPWMA in terms of addressing anticipated regional growth, changes in applicable regulations, increasing material diversion rates, increasing operational efficiencies and improving compatibility between operations and current and future adjacent land uses. On July 9, 2015, staff presented your Board with a series of potential facility modifications and enhancements addressing the aforementioned issues and was authorized to initiate the process of hiring a firm to prepare necessary technical studies and appropriate CEQA-related documents.

Placer County's Procurement Services Division solicited proposals on behalf of the WPWMA from firms providing engineering and environmental services and received responses from four firms: Ascent Environmental, SLR International Corporation, Tetra Tech BAS, Inc. and CH2M. Upon evaluation of the proposals by a 5-member review panel comprised of staff from the WPWMA and the Member Agencies, Procurement tabulated the results and CH2M was ranked as the best suited firm to provide the requested services.

Staff negotiated the attached Scope of Services with CH2M which is divided into the following three separate phases:

**Phase I – Master Planning and Facility Evaluation.** The first phase involves the identification and evaluation of the various potential future uses of the WPWMA's facilities and how they might be combined into a single, preferred project layout. A series of technical studies will be prepared under this phase to support any subsequent CEQA analysis. To insure consensus on the future layout of facility, an Advisory Committee - comprised of representatives from the Member Agencies - will be established to provide input at key points in the process. Staff will return to your Board periodically during this phase to provide updates and seek guidance on the project; staff will also seek your Board's concurrence before proceeding to the second phase of the Agreement.

**Phase II – Environmental Review.** During this phase, if authorized by your Board, CH2M will prepare the appropriate level of environmental document. For the purposes

of preparing a comprehensive Scope of Services, staff has assumed a full Environmental Impact Report will be required. If a lower level of environmental review is necessary, staff will work with CH2M to adjust the scope and reduce the budget as appropriate.

**Phase III – Permitting.** Because it is unclear at this time what the final project layout may be, and therefore what new permits may be required and what existing permits may require revision, a defined scope and cost for this phase has not been negotiated. Staff will return to your Board following the completion of Phase II with a proposed amendment to the Agreement addressing this phase of the work.

**ENVIRONMENTAL CLEARANCE:**

Approval of an Agreement for planning and preparation of the necessary environmental documents for future potential uses of the WPWMA's properties is not considered a "project" under the CEQA guidelines.

**FISCAL IMPACT:**

The total, not-to-exceed cost of the proposed Agreement is \$2,292,000. Of this amount, \$750,000 has been included in the FY 2016/17 Budget with the remainder identified in the Financial Forecast as occurring over the next several fiscal years.

ATTACHMENT: SCOPE OF SERVICES

## **EXHIBIT A SCOPE OF SERVICES**

### **INTRODUCTION**

The purpose of the Scope of Services of this Agreement is to conduct a thorough and detailed evaluation of possible future operational uses of the WPWMA's properties and, if appropriate and authorized by the WPWMA, conduct the necessary environmental review consistent with the California Environmental Quality Act (CEQA) to allow for the subsequent entitlement and permitting of the WPWMA's properties.

The Parties acknowledge that the WPWMA's goals in evaluating the possible future uses of its properties include, but are not necessarily limited to:

1. Maintaining the viability of the WPWMA's facility acknowledging that it provides a critical and necessary service to the residents and businesses of Placer County.
2. The ability to respond to the needs of its Member Agencies and provide the necessary services so that the Member Agencies are able to fully comply with current and future solid waste-related mandates.
3. Improve the efficiency of the WPWMA's operations in order to maintain a reasonable and stable cost structure.
4. Improve compatibility between the WPWMA's operations and current and future developments proximate to the WPWMA's facility.

It is acknowledged by the Parties that the list of possible future uses to be considered at the WPWMA's facility may evolve and change over the course of this Agreement as a direct result of Consultant's evaluations, the WPWMA's identified operational needs, regulatory or other legal mandates, or environmental, technical and economic factors. Accordingly, the WPWMA may, in its sole discretion, revise the focus of this Scope of Services to accommodate these potential future uses and priorities. The Parties agree that detailed assumptions for the following Scope of Services and any agreed to revisions will be documented in project charter documents completed by the Consultant in agreement with the WPWMA staff at project initiation, and amended as agreed to throughout the course of the project. These assumptions will be incorporated by reference in this contract. It is agreed by the Parties that the primary list of possible future uses of the WPWMA's properties initially consists of the following elements:

1. Relocation of composting operations.
2. Relocation of the public unloading area, recyclable material buyback/drop-off center, and household hazardous waste collection facility.
3. Development of an access tunnel or roadway overpass to the WPWMA's western properties, if the western property is developed for operational uses by the WPWMA.
4. Relocation, expansion or development of a secondary landfill gas blower/flare station and development of a landfill gas to compressed natural gas production and fueling facility.

5. New landfill modules on the WPWMA's eastern property.
6. Excavation and relocation of wastes from existing unlined modules to new Subtitle D compliant waste modules.
7. Provisions to allow for conducting/hosting solid waste related alternative energy/alternative technology pilot studies.
8. Provisions for facilitating long-term alternative energy/alterative technology/compatible manufacturing facilities.
9. Provisions for collaborations with current or future college campuses including, but not limited to, a solid waste/alternative energy/alternative technology research and development center.

The aforementioned potential project elements were first identified at the July 9, 2015 meeting of the WPWMA Board of Directors and subsequently included in Request for Proposals No. 10530 issued in April 2016 which resulted in the selection of Consultant by the WPWMA to conduct the services herein. Information regarding this primary list of possible future uses is included as Exhibit E of this Agreement. In addition to these primary possible future uses, the WPWMA has identified additional possible future uses of the WPWMA's properties which shall be analyzed by Consultant as part of this Agreement. These additional possible uses include, but are not necessarily limited to, the following elements:

1. Expansion of the existing administrative office building.
2. Expansion or relocation of the existing materials recovery facility maintenance building.
3. Expansion or modification of the existing construction and demolition debris processing area.
4. Development of additional storage area for recovered and marketed materials.
5. Onsite store for the resale of recovered and reusable consumer goods to the public.
6. Relocation of the facility entranceway and scalehouse complex.
7. Onsite use of reclaimed water.
8. Development of a new facility education center.

These primary and additional potential future uses, as noted above or as they may change and evolve over the course of this Agreement, are collectively referred to henceforth as the "Project Elements". For the purposes of conducting the necessary analysis, the following Scope of Services is based on assumptions about these Project Elements and is divided into the following three (3) phases: 1) Master Planning and Facility Evaluation, 2) Environmental Review and 3) Permitting. The following generally describes each of these phases; the specific tasks required of Consultant are detailed after this general description.

### **Phase I: Master Planning and Facility Evaluation**

The primary purpose of this phase is to evaluate the technical, economic and

environmental factors associated with each of the Project Elements and to determine the optimal size and location for each Project Element selected, resulting in a preferred project layout.

Throughout this phase, it will be critical to establish a level of consensus amongst the WPWMA and the Member Agencies. Additionally, it will be important to provide regular updates and seek clarification and direction from the WPWMA Board of Directors at key stages during this phase. As such, an Advisory Committee consisting of select staff from the WPWMA and Member Agencies will be established to participate at various stages of the project's development by reviewing and commenting on the conceptual Project Elements, their sizing and location. The WPWMA shall be responsible for contacting the Member Agencies to identify the members of the Advisory Committee and will provide committee member contact information to Consultant. This communication and coordination will be established through a Key Stakeholder Engagement Plan which will be developed in Phase I, which will guide stakeholder engagement throughout the project, focusing on the Advisory Committed and Member Agencies during Phase I.

Prior to conducting any of the required technical studies, the Parties will meet to solidify the overall goals of the project, establish a communications protocol, conduct an initial data and site inventory and develop a realistic and detailed project schedule. At the same time, a list of key Member Agency staff (other than those selected for the Advisory Committee) and applicable regulatory agency personnel will be identified that will be engaged early in the Phase I process to insure a consistent level of understanding and awareness about the proposed project.

Before any further consideration or evaluation of the Project Elements, Consultant will prepare a series of technical evaluations that will serve as the basis for the preliminary sizing needs of the Project Elements as well as any notable constraints (biological, cultural, regulatory, economic, etc.) that may impact the size, location or overall viability of the Project Elements.

Upon completion of the technical evaluations, Consultant shall develop a series of conceptual layouts of the Project Elements for review and comment by the WPWMA and Advisory Committee. As part of this review process, Consultant shall lead a charrette process of the WPWMA and Advisory Committee to refine the conceptual layouts into two distinct project alternatives. These alternatives will then be presented to the WPWMA Board of Directors for consideration and comment with the goal of ultimately identifying the preferred project option. Following the presentation to the WPWMA Board, meetings will be held with key Member Agency and regulatory agency staff; additional public meetings with other potential stakeholders (including local residents, nearby landowners, representatives from the Thunder Valley Casino and any other self-identified stakeholders) will also be held to solicit comments, suggestions and concerns regarding the two possible project alternatives. Feedback from the WPWMA Board and the aforementioned stakeholder meetings will be considered when developing the preferred project layout.

The preferred project option will be presented to the WPWMA Board of Directors for approval prior to initiating Phase II. If at this stage the WPWMA Board of Directors

elects not to proceed further with the proposed project, this Agreement will terminate in accordance with Section 9 of Appendix D.

### **Phase II: Environmental Review**

Under this phase, if the WPWMA Board of Directors has elected to proceed with this phase of the work, Consultant will prepare the necessary environmental review documents consistent with CEQA. As the lead agency, the WPWMA will issue the appropriate CEQA documents for review and comment and conduct the requisite public hearings when considering approval and certification of the documents.

At the onset of this phase, Consultant shall establish a public outreach strategy intended to provide a clear, meaningful and recognizable method of communications with all stakeholder groups, whether or not they were engaged during Phase I of the project. A dedicated page on the WPWMA's website that includes all pertinent information about the project will be included as an element in the outreach strategy.

### **Phase III: Permitting**

This phase will involve Consultant assisting the WPWMA in obtaining the necessary land use entitlement and operating permits consistent with the resulting certified environmental document. Because it is unclear at this time what, if any, permits or entitlements will be required, a Scope of Services and associated budget for this phase is not included in the Agreement. The Parties agree that the WPWMA may, at its sole discretion, elect to amend the Agreement, following successful completion of any required environmental review, to establish a mutually agreeable Scope of Services and budget for this phase of the work.

## **PROJECT ADMINISTRATION AND DELIVERABLE FORMAT**

Consultant shall adhere to the following Scope of Services and acknowledges that each task includes project management, review of existing information, and coordination with WPWMA staff and other applicable agencies as necessary. The WPWMA will provide any requested information to the Consultant to the extent that it is available.

Consultant shall provide draft documents to the WPWMA and the Advisory Committee, or other entity as applicable, in electronic form for review and shall incorporate all comments/revisions into the final document. WPWMA shall be responsible for consolidating all comments into a single draft document prior to returning to Consultant for finalization.

Schedules and timeframes listed in this scope of work will be followed unless there is documented mutual agreement by the Parties.

Additional edits requested by the WPWMA will be charged at the hourly rates identified in the Rate Schedule in Exhibit B-1. Consultant shall submit all draft documents to the WPWMA in Microsoft Word or Microsoft Excel (as appropriate) and final documents in Word, Excel and PDF formats, and shall provide web-viewable PDFs for all public documents. Consultant shall provide one (1) electronic copy of each draft and final document unless otherwise noted.

# PHASE 1 – MASTER PLANNING AND FACILITY EVALUATION

## TASK 1 – KICKOFF MEETING AND INITIAL SITE VISIT

Consultant shall schedule, prepare an agenda for, and participate in a project kickoff meeting with WPWMA staff and the Advisory Committee to: 1) solidify objectives and expectations for the project, 2) discuss the WPWMA's goals and priorities for the project, 2) confirm roles and responsibilities of the WPWMA, the Advisory Committee and Consultant throughout the project, 3) establish communication protocols, 4) discuss and develop a detailed project schedule, 5) identify a list of the key stakeholders, and 6) identify and WPWMA documents Consultant believes are necessary as background information for the project.

Within one (1) week after the meeting, Consultant shall submit to the WPWMA and the Advisory Committee members, for review and comment, a meeting summary noting key points discussed at the meeting and a list of action items. Consultant shall revise and reissue the summary to reflect comments from the WPWMA and Advisory Committee members.

Following the kickoff meeting, Consultant shall tour the WPWMA's properties with WPWMA staff to observe existing operations, identify potential opportunity sites for the Project Elements, note existing infrastructure, and initially identify obvious environmentally sensitive areas of the WPWMA's property. Within two (2) weeks of conducting the site walk, Consultant shall submit to the WPWMA, for review and comment, a summary of their findings. Consultant shall revise and reissue the summary of findings to reflect comments from the WPWMA.

Within one (1) week of receiving the draft summary of the kickoff meeting, WPWMA will compile the requested background documents and data identified by Consultant, to the degree they are available, and transmit them to Consultant for their review and information.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Meeting agenda</li><li>• Draft and final meeting summary</li><li>• Draft and final site visit notes</li></ul>	<ul style="list-style-type: none"><li>• Meeting with WPWMA staff and Advisory Committee</li><li>• Site visit</li></ul>

## TASK 2 KEY STAKEHOLDER ENGAGEMENT PLAN

Consultant shall develop a key stakeholder engagement plan that, at a minimum, identifies: 1) a list of key stakeholders, 2) messaging goals, 3) potential concerns of the key stakeholders and methods to address these potential concerns, 4) strategies and mechanisms for engaging the key stakeholders, and 5) a preliminary schedule of meetings between the WPWMA and the key stakeholders.

Consultant shall schedule, prepare an agenda for, and participate in a meeting with the WPWMA and Advisory Committee staff to discuss goals, objectives, challenges and opportunities for key stakeholder engagement during the project and discuss ta draft

version of the stakeholder engagement plan.

Based on feedback from the WPWMA and Advisory Committee, Consultant shall finalize the key stakeholder engagement plan.

Consultant shall be responsible for scheduling, prepare agendas for, and participating in the meetings identified in the key stakeholder engagement plan. Consultant shall provide summary level meeting notes to the WPWMA and Advisory Committee following each meeting. It is acknowledged by the Parties that the meetings with some of the key stakeholders may occur within other tasks identified in Phase I of this Agreement and that the meetings identified under this Task 2 are not intended to result in, or otherwise require, additional meetings with the subject key stakeholders.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Meeting agendas</li><li>• Draft and final key stakeholder engagement plan</li><li>• Draft and final meeting summaries</li></ul>	<ul style="list-style-type: none"><li>• Meeting with WPWMA and Advisory Committee</li><li>• Meetings with WPWMA and key stakeholders (unless identified in other tasks)</li></ul>

### **TASK 3 TECHNICAL STUDIES**

Under this task, Consultant shall prepare the required technical studies that will be used as the basis for subsequent analysis of Project Elements.

#### **Task 3.1 General Project Constraints**

Within one (1) month of conducting the project kickoff meeting under Task 1, Consultant shall schedule, prepare an agenda for and participate in a meeting with the WPWMA and the Advisory Committee to identify and discuss the general constraints that may have an impact on the implementation of the Project Elements and/or may influence the direction or approach to conducting the necessary technical studies identified in Task 2.2. Possible constraints that shall be discussed include, but are not necessarily limited to, the following:

- General site operational and functional adjacency requirements.
- Possible project phasing and how this phasing may have an impact on existing operations.
- General technical approaches for each Project Element (e.g.: composting methods and feedstocks, public drop-off facility features, entranceway and scalehouse preferences)
- Under/overpass location limitations.
- Utility limitations (e.g.: water, sewer and power) and any anticipated planned upgrades to these utilities.
- Any new or revised project proposals for neighboring/nearby properties.
- Traffic circulation requirements or limitations.
- Wetland/vernal pool mitigation requirements.

- Anticipated changes to land use designations and zonings.
- Waste stream growth assumptions.
- Odors and other nuisances associated with operations.
- Economic or budgetary limitations.

Within one (1) week of the meeting, Consultant shall submit to the WPWMA, for review and comment, summary meeting notes of this general project constraints meeting. Consultant shall revise and reissue the summary meeting notes to reflect comments from the WPWMA.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Meeting agenda</li> <li>• Draft and final meeting summary</li> </ul>	<ul style="list-style-type: none"> <li>• Meeting with WPWMA and Advisory Committee</li> </ul>

### **Task 3.2 Initial Engagement of Regulatory Agencies**

Consultant shall schedule, prepare an agenda for, and participate in separate meetings with the WPWMA and the applicable local and state-level regulatory agencies that oversee the WPWMA’s operations including: 1) the Placer County Local Enforcement Agency acting on behalf of CalRecycle, 2) the Central Valley Regional Water Quality Control Board and 3) the Placer County Air Pollution Control District. The primary purpose of these meetings will be to: 1) provide each regulatory agency with an overview of the planned project including a brief description of the Project Elements, the technical evaluations that will be conducted and the general methodology that will be followed for each evaluation, 2) discussing the base-line conditions that are anticipated to be used for the purposes of conducting any subsequent environmental review, 3) identifying any initial concerns or requirements of the regulatory agencies, and 4) identifying what level of involvement is appropriate and desired for each agency over the course of the project.

Within one (1) week of the each meeting, Consultant shall submit to the WPWMA, for review and comment, summary meeting notes of each meeting. The WPWMA will solicit comments from each regulatory agency on the draft summary meeting notes and will consolidate the regulatory agencies’ comments with those of the WPWMA. Consultant shall revise and reissue the summary meeting notes to reflect comments provided by the WPWMA. The WPWMA will be responsible for providing the final summary meeting notes to each of the applicable regulatory agencies.

Consultant shall prepare a Baseline Conditions technical memorandum for use as official communication to regulatory agencies summarizing initial base line conditions and regulatory feedback received during the applicable meetings. Consultant shall submit to the WPWMA, for review and comment, the Baseline Conditions technical memorandum and shall revise the memo to reflect comments received from the WPWMA. The WPWMA will provide a copy of the memo to the applicable regulatory agencies.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Meeting agendas (3)</li> <li>• Draft and final summary meeting notes (3)</li> <li>• Draft and final Baseline Conditions memo</li> </ul>	<ul style="list-style-type: none"> <li>• Meetings (3) with WPWMA applicable regulatory agencies</li> </ul>

### **Task 3.3 Technical Evaluations and Analyses**

Consultant shall conduct the necessary technical investigations/studies and prepare technical memorandums for each of the following categories for the purposes of evaluating and recommending project alternatives and shall incorporate this information into the Constraints Analysis Report prepared by Consultant as part of Task 4:

Air Quality – Consultant shall conduct an initial technical analysis of anticipated air quality permitting and CEQA-related constraints for consideration in defining the preferred project and prepare a technical memo including federal, state and local regulatory settings. This analysis will consider the existing permitted levels as the “base case.” Consultant shall use this information to begin defining the protocol for subsequent studies and analysis to be conducted by Consultant during Phase II of the Agreement (if proceeding to Phase II is approved by the WPWMA Board of Directors as noted under Task 6 of the Agreement). At this stage, Consultant shall focus on air quality and greenhouse gas issues at a summary level; Consultant shall not be expected to conduct emissions/dispersion modeling or a health risk assessment as part of their efforts herein.

Odor Mitigation – Consultant shall build off existing odor studies (not necessarily limited to those previously commissioned by the WPWMA) to identify possible methods to reduce the facility’s current and potential future odor profile. This study shall include a site visit by the appropriate technical specialists identified by Consultant. Consultant shall prepare a list of possible odor mitigation measures and the typical approximate capital and operating costs associated with the each odor mitigation measure. Consultant shall present qualitative assessments of the anticipated effectiveness of the identified measures relative to the overall facility odor profile (compared to the results of the most recent odor study performed by the WPWMA) as a result of implementing one or more of the identified mitigation measures.

Biological Reconnaissance Survey – Consultant shall review available documents that identify the extent of vernal pools and wetlands on the WPWMA’s east and west properties. Following the document review, Consultant shall conduct a focused field reconnaissance using a botanist specializing in vernal pools to further delineate the extent of vernal pools and wetland areas on the WPWMA’s east and west properties. Based on this preliminary resource mapping, Consultant shall describe the opportunities for site expansion and potential constraints associated with wetland avoidance and/or mitigation requirements. Consultant shall compile the results of this survey into a memorandum that describes the potential wetland impacts that could be anticipated with site expansion, typical mitigation requirements associated with these impacts, opportunities available to the WPWMA to streamline the permitting and mitigation process by virtue of being a Participating Special Entity in the Placer County Conservation Plan, and benefits and drawbacks of establishing a permanent wetland

mitigation area on portions of the WPWMA's property.

Cultural Resources Screening – Consultant shall perform a high-level screening to identify general sensitivity for potential impacts to cultural resources on the WPWMA's property.

Consultant shall review the National Register of Historic Places and published historical information to identify any known sites of historical importance and propose areas for additional study.

The Parties acknowledge that the WPWMA has received several requests from Native American tribes seeking formal notification of proposed projects within their boundaries. Consultant shall prepare an informal response to these Native American tribes noting whether the location of the WPWMA's property has no traditional or cultural affiliation with the subject tribe or that the tribe will be notified, as appropriate, of all subsequent public review periods for documents produced as part of this Agreement. Consultant shall review any responses received by the WPWMA and prepare language for WPWMA to issue in formal response letters as appropriate. Responses will be signed and issued by the WPWMA.

Supplemental Subsurface Geologic and Geotechnical – Consultant shall conduct a limited field investigation on the WPWMA's eastern property (APN: 017-063-003-000) to confirm existing subsurface information and depths to groundwater to support the possibility of landfill expansion on the subject property.

Consultant shall review available data for previous exploratory borings conducted on the WPWMA's east property and shall conduct five (5) additional hollow stem borings on the subject property to determine the depth to groundwater. After an initial site reconnaissance, Consultant shall identify the proposed boring locations which shall be subject to approval by the WPWMA before Consultant proceeds with the investigation. Assuming the depth to groundwater is approximately one hundred (100) feet below existing grade, Consultant shall obtain split-spoon samples every five (5) feet for the first fifty (50) feet and every ten (10) feet for the second fifty (50) feet for a total of fifteen (15) samples per boring. Consultant shall prepare boring logs for each location. Consultant shall transport all samples to a soils testing laboratory for analyses including Atterberg limits, grain size, moisture-density relationship, shear strength and hydraulic conductivity.

Clean Closure – Consultant shall research the available literature and review the applicable regulations for the purposes of developing a conceptual plan for relocating the wastes from the unlined modules to Subtitle D compliant modules (clean closure). At a minimum, the conceptual plan shall include the following: 1) the approximate volume of materials that would need to be relocated including an estimate of the potential amount of over excavation required to remove anticipated contaminated soils, 2) the standards that would be used to evaluate and determine when the underlying soils are deemed suitably clean, 3) an estimate of the time required to excavate and relocate the wastes assuming no significant mining or recovery operations of the materials, 4) methods for mitigating odors during the relocation process and 5) any other relevant issues identified during the literature research.

Fill Plans – Consultant shall develop conceptual site-wide fill plans, including but not limited to base grade and final grade contour maps, for the landfill for the following scenarios:

- Fully develop eastern property as landfill, no relocation of waste from unlined modules. Achieve maximum volume without increasing total landfill height over the currently permitted maximum elevation.
- Fully develop the eastern property as landfill, relocate waste from unlined modules to Subtitle D lined modules and redevelop unlined modules for landfilling. Achieve maximum volume without increasing total landfill height over the currently permitted maximum elevation.
- Fully develop the eastern property as landfill, relocate waste from unlined modules to Subtitle D lined modules and redevelop unlined modules for landfilling. Achieve maximum volume by increasing total landfill height to maximum stable elevation.

For each scenario, Consultant shall compute total airspace volume and total additional airspace volume (over the existing permitted maximum capacity figure). Utilizing historical landfilling tonnage data, annual growth rate estimates identified in other technical reports developed for this task, Consultant shall compute estimates of the additional site life, in years, for each scenario noted above.

Waste Stream Projections – Consultant shall develop estimates of annual waste tonnages received and processed at the WPWMA's facility by major material classification (i.e. municipal solid waste, construction and demolition debris, food waste, green waste, wood waste, inert materials, and sludges) and by delivery method (i.e.: commercial and larger haulers versus self-haul) and project the estimates over the next fifty (50) years following a methodology developed by Consultant in agreement with WPWMA. Consultant shall utilize WPWMA's historical material receipt data as well as current and historical population rates or other appropriate demographic data, SACOG or other regional growth estimates, current development plans for each of the municipalities in the WPWMA's service area and best estimates of changes in the waste stream due to changes in applicable laws and regulations.

General Water Balance Calculations – Consultant shall develop a conceptual water balance for the site using rainfall data from the Western Regional Climate Center or other readily available data, zero-discharge sizing factors (e.g. 25 year return period storm year followed by an average storm year), and estimates of seasonal (or monthly) operational water usage at the facility (e.g. dust control, compost operations, other non-potable water uses) Consultant shall develop a conceptual on-site stormwater detention basin network (including approximate basin sizes, possible locations and configurations) assuming all stormwater is captured onsite for later operational reuse or allowed to evaporate.

Landfill Gas Generation Modeling – Consultant shall use the waste stream and site life calculations identified in other technical reports developed for this task to update the current landfill gas generation model for the purposes of sizing the landfill gas blower flare and compressed natural gas fueling station and to support the CEQA air quality

impact analysis.

Preliminary Project Element Sizing and Growth Analysis – Consultant shall prepare calculations of current and anticipated future space needs for the composting and public tipping areas using general process needs and waste stream growth projections identified elsewhere in this task. Consultant shall also prepare estimates of the required size of modifications/expansions to: 1) the administrative office building, 2) facility maintenance shop assuming the maintenance facility serves both the MRF and landfill operations, 3) landfill gas to compressed natural gas fueling station utilizing fast fill, slow fill or a combination of these methods and 4) recovered material storage covered area(s).

Adjacency Study – Consultant shall evaluate existing operational activities and impacts of the phasing of the Project Elements on current operations. Consultant shall identify the need for adjacency of related site elements as well as locations that may be beneficial to identify and reserve for future operational growth. To gain additional insights in this area, Consultant shall meet with WPWMA staff and shall develop a brief questionnaire, for review and comment by the WPWMA, which will be provided to the facility operator, WPWMA scalehouse staff and select self-haul customers to obtain feedback on the current facility configuration and anticipated improvements and modifications. Results of the questionnaire shall be summarized in the resulting technical memorandum.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Draft and final technical memorandums for each category.</li><li>• Draft and final questionnaire</li></ul>	<ul style="list-style-type: none"><li>• Biological Reconnaissance site visit/investigation</li><li>• Geologic and Geotechnical site visit/investigation</li><li>• Adjacency Study meeting with WPWMA staff and associated interviews</li></ul>

## **TASK 4      CONCEPTUAL LAYOUTS AND PROJECT ALTERNATIVES**

Under this task, Consultant shall initially develop four (4) conceptual facility layouts incorporating each of the Project Elements. After review and comment from the WPWMA and the Advisory Committee, Consultant shall develop two (2) project alternatives for further analysis and consideration.

### **Task 4.1      Conceptual Project Element Layout and Project Charrette Process**

Utilizing the information gathered in Tasks 1 and 3 as well as other site visits as necessary, Consultant shall develop four (4) initial conceptual facility layouts that will be used to discuss and prioritize inclusion and/or location of the individual Project Elements. Each conceptual layout shall identify the approximate area of wetlands or vernal pools that would be impacted by each individual Project Element based on the biological reconnaissance survey in Task 3.3 and general assumptions about the extent and areas of each Project Element.

Consultant shall provide a summary of the pros and cons of each layout in terms of meeting the WPWMA’s overall project goals as noted in the introduction to this Scope of Services and as refined during Task 1. Consultant shall also prepare a qualitative cost comparison of the individual Project Elements between each layout (based on readily available published industry costs) as well as an overall qualitative cost comparison of each layout.

Consultant shall schedule, prepare an agenda for, and participate in a meeting with WPWMA staff and the Advisory Committee to present and discuss the conceptual layouts, the pros and cons and comparative costs of each. The primary outcome of the meeting will be to establish two (2) preferred alternative layouts. These two preferred layouts may be two of the conceptual layouts developed by Consultant, combinations of elements from one or more of the four conceptual layouts or other variants based on input from the WPWMA and Advisory Committee. Consultant shall conduct the meeting in such a way that feedback from the WPWMA and Advisory Committee can be immediately addressed and displayed as revised conceptual layouts in real time (for example, Consultant may utilize AutoCAD or other graphics program to rearrange and reconfigure possible layouts based on feedback during the meeting.) Prior to conclusion of the meeting, Consultant shall obtain consensus from the meeting participants on the layout of the two (2) preferred project alternatives.

Within two (2) weeks after the meeting, Consultant shall submit to the WPWMA and the Advisory Committee members, for review and comment, summary level meeting notes along with preliminary AutoCAD drawings of the resulting two (2) preferred project alternatives. Consultant shall revise and reissue the summary meeting notes and drawings to reflect comments from the WPWMA and Advisory Committee members.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Conceptual layouts (4)</li> <li>• Preferred alternatives (2)</li> <li>• Draft and final summary meeting notes</li> </ul>	<ul style="list-style-type: none"> <li>• Meeting with WPWMA staff and Advisory Committee</li> </ul>

**Task 4.2 Preliminary Design of Preferred Project Alternatives**

Consultant shall prepare more detailed AutoCAD drawings of the two (2) preferred project alternatives identified under Task 4.1 for use in developing a Constraints Analysis Report as part of Task 4. Consultant shall include sufficient detail in the two designs such that the main details of each design are readily identifiable, discernable and understandable by the WPWMA Board of Directors and other potential stakeholders.

Consultant shall provide a summary of the pros and cons of each alternative in terms of meeting the WPWMA’s overall project goals as noted in the introduction to this Scope of Services and as refined during Task 1. Consultant shall also prepare budgetary level capital costs and differences from current operating costs for each alternative strictly for the purposes of providing a high-level cost comparison between the two alternatives.

Consultant shall present the two preferred project alternatives to the WPWMA Board of Directors for comment and consideration. It is acknowledged by the Parties that

possible outcomes of the meeting with the WPWMA Board of Directors include, but are not limited to, approval of one or both of the preferred project alternatives, removal of individual Project Elements from further consideration or electing not to proceed further with the proposed project (in which case this Agreement will terminate in accordance with Section 9 of Appendix D.)

Following the presentation to the WPWMA Board of Directors, Consultant shall revise the two preferred project alternatives to incorporate comments from the WPWMA Board of Directors (unless the WPWMA has elected to terminate the project). Once these revisions have been made, Consultant shall schedule, prepare an agenda for and participate in a series of meetings with the WPWMA and: 1) the individual regulatory agencies identified in Task 3.2 for a total of three (3) meetings, 2) a single meeting of the key Member Agency personnel identified in Task 1 and 3) a public workshop targeting land owners in and around the Sunset Industrial Area (including the Thunder Valley Casino), local residents and other self-identified stakeholders. The purpose of these meetings will be to obtain feedback on the preferred project alternatives that may affect the subsequent Constraints Analysis or development of the preferred project layout.

Within one (1) week of the each meeting, Consultant shall submit to the WPWMA, for review and comment, summary meeting notes of each meeting. The WPWMA will solicit comments from individual regulatory and Member Agency meeting attendees on the draft summary meeting notes and will consolidate the comments with those of the WPWMA. Consultant shall revise and reissue the summary meeting notes to reflect comments provided by the WPWMA. The WPWMA will be responsible for providing the final summary meeting notes to each of the meeting attendees.

Upon the conclusion of these additional meetings, Consultant shall schedule, prepare an agenda for, and participate in a meeting with WPWMA staff and the Advisory Committee to present and discuss any suggested changes or alterations to the preferred project alternatives based on feedback received during the meetings and public workshop. Prior to conclusion of the meeting, Consultant shall obtain consensus from the WPWMA and Advisory Committee on any revisions to the layout of the two (2) preferred project alternatives. Within one (1) week of the follow-up meeting, Consultant shall submit to the WPWMA and Advisory Committee, for review and comment, minutes of the meeting. Consultant shall revise and reissue the summary meeting notes to reflect comments provided by the WPWMA and Advisory Committee.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• AutoCAD drawings for preferred alternatives</li> <li>• Summary of pros and cons of each alternative</li> <li>• Budgetary level cost estimates for each preferred alternative.</li> <li>• Draft and final meeting agendas for meetings with the individual regulatory agencies, key Member Agency staff, and public workshop.</li> <li>• Draft and final summary meeting notes from each meeting noted above.</li> <li>• Draft and final agenda for follow-up meeting with WPWMA and Advisory Committee.</li> <li>• Draft and final summary meeting notes from follow-up meeting with WPWMA and Advisory Committee.</li> </ul>	<ul style="list-style-type: none"> <li>• Presentation to WPWMA Board</li> <li>• Meetings with regulatory agencies (3)</li> <li>• Meeting with key Member Agency personnel</li> <li>• Public workshop</li> <li>• Follow-up meeting with WPWMA and Advisory Committee</li> </ul>

## **TASK 5      CONSTRAINTS ANALYSIS**

Consultant shall conduct a detailed constraints analysis of the two (2) preferred project alternatives identified in Task 4.2 to identify and highlight key site-specific environmental and economic issues that could affect the project and should be given due consideration during any subsequent environmental review. Furthermore, the efforts by Consultant under this task are intended to facilitate the project planning process, assist with more fully evaluating the Project Elements, help define the preferred project layout, and assess potential permitting and mitigation requirements prior to engaging in a more formalized environmental review process. The resulting constraints analysis will serve as the basis for the environmental document's impact assessment and provide the framework to more concretely define project characteristics.

### **Task 5.1      Environmental Constraints Analysis**

Consultant shall, utilizing results from the technical studies conducted in Task 3.3 as appropriate, conduct a detailed environmental constraints analysis identifying and evaluating all physical environmental conditions that could constrain implementation of the any of the Project Elements.

Consultant shall, at a minimum, evaluate the following:

- Wetland and vernal pool location – Consultant shall identify the optimal placement of the Project Elements to avoid or minimize impacts to these resources. Consultant shall identify a range of wetland and vernal pool areas that may be impacted despite the optimization of Project Element placement and identify possible mitigation measures and their associated costs.
- Site geologic conditions related to landfill expansion – Consultant shall identify any limitations to the potential subgrade design of an eastward expansion of the landfill. Based on these findings, along with the conceptual fill plans prepared by

Consultant under Task 3.3 and current operational practices, Consultant shall estimate the site soil balance of the three (3) possible landfill configurations noted in Task 3.3.

- Utility infrastructure – Consultant shall identify the likely electrical, water and waste water loadings for the preferred project alternatives and identify if the existing infrastructure is adequate to support these requirements. If any component of the evaluated utility infrastructure has insufficient available capacity to accommodate the anticipated needs, Consultant shall quantify the deficiency and provide a range of options and budgetary-level cost estimates for obtaining the necessary capacity.
- Cultural resources – Consultant shall identify what, if any, areas of the WPWMA’s property likely contain resources of cultural significance that would limit the WPWMA’s ability to develop the identified area(s). Consultant shall identify what, if any, mitigation measures could be employed if the subject area(s) are critical to develop for one or both of the preferred project alternatives.
- Noise – Consultant shall identify the potential for each of the preferred project alternatives to exceed the allowable noise thresholds at the property boundary (both during daytime and nighttime scenarios) and identify possible methods for mitigating these noise levels to the allowable limits.
- Odors – Consultant shall identify which Project Elements are anticipated to reduce the potential for odors, which Project Elements may increase the potential for odors and provide an estimate of the net increase or decrease in odors compared to baseline conditions. Consultant shall identify and rank potential odor mitigation measures in order of technical ability to implement (from highest to lowest) and cost (from lowest to highest).
- Traffic loading and onsite circulation patterns – Consultant shall identify what, if any, of the Project Elements or resulting preferred project alternatives have the potential to adversely impact off-site traffic conditions and identify reasonable mitigation measures to reduce the potential for offsite impacts. Further, Consultant shall identify the areas of the facility under each preferred project alternative where there is the potential for traffic congestion and increased risk of traffic collisions or other traffic-related accidents. Consultant shall identify possible mitigation measures to reduce the potential for the identified onsite traffic impacts.
- NOx and VOC emissions – Consultant shall identify which Project Elements are anticipated to reduce the potential for NOx and VOC emissions, which Project Elements may increase the potential for NOx and VOC emissions and an engineering level discussion of the expected range of increase or decrease in NOx and VOC emissions compared to baseline conditions. Consultant shall identify and rank potential NOx and VOC emissions mitigation measures in order of technical ability to implement (from highest to lowest) and cost range (from lowest to highest).
- Greenhouse gasses emissions – Consultant shall identify which Project

Elements are anticipated to reduce the potential for GHG emissions, which Project Elements may increase the potential for GHG emissions and an engineering level discussion of the expected range of increase or decrease in GHG emissions compared to baseline conditions. Consultant shall identify and rank potential GHG emissions mitigation measures in order of technical ability to implement (from highest to lowest) and cost range (from lowest to highest).

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>None – findings to be included in Constraints Analysis report</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>

## Task 5.2 Economic Constraints Analysis

Consultant shall conduct a detailed analysis of site-specific economic constraints including a projection of amortized capital costs for each Project Element and comparative operating costs associated with the two (2) preferred project alternatives over a minimum 20-year planning horizon.

Capital Costs – Consultant shall develop a preliminary cost estimate for the capital cost of each Project Element (Class 4 as defined by the Association for the Advancement of Cost Engineering, -30%/+50% accuracy). Consultant shall include references for each cost in the estimate (e.g. estimates from technology, equipment or other vendors, cost indices, etc.).

Operating Costs – Consultant shall identify operating cost differences of similar/competing operational approaches between the preferred project alternatives.

Economic Model and Constraints Evaluation – Consultant shall develop a modeling framework for capital cost projections and operating cost differences for each year of the minimum 20-year planning horizon for each preferred project alternative. Consultant shall identify all assumptions used in the analysis for each of the preferred project alternatives. Consultant shall use appropriate cost information for each Project Element, using site-specific data rather than industry standards wherever possible. Consultant shall consider inflation impacts and convert the estimated annual costs of each preferred project alternative to a single present-value comparative metric. Consultant shall include a “Sensitivity Analysis” in the final constraints analysis report discussing major risk factors associated with the cost projections of each Project Element. Consultant shall provide the cost estimates in spreadsheet format (Microsoft Excel) to allow for evaluation by the WPWMA of various combinations of assumptions or changes in anticipated costs.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>None – findings to be included in Constraints Analysis report</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>

## Task 5.3 Evaluation Criteria and Ranking

Consultant shall prepare a summary of recommended evaluation criteria based on work conducted in previous tasks and shall develop a scoring and ranking methodology that

provides a mechanism for ranking the relative importance of each evaluation criterion. Consultant shall schedule, prepare an agenda for and participate in a meeting with the WPWMA and Advisory Committee to discuss and finalize the evaluation criteria and ranking methodology.

Following the finalization of the evaluation criteria and ranking methodology, Consultant shall prepare a consequence table to present how each preferred project alternative scores against the evaluation criteria and shall summarize and tabulate the information to reflect a total for each preferred project alternative. Consultant shall compile and present the results in the Constraints Analysis Report.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final agenda</li> <li>• Draft and final evaluation criteria</li> </ul>	<ul style="list-style-type: none"> <li>• Meeting with the WPWMA and Advisory Committee</li> </ul>

#### **Task 5.4 Constraints Analysis Report**

Consultant shall compile all information from Tasks 5.1, 5.2, and 5.3 into a Constraints Analysis Report (CAR). The CAR shall clearly identify and rank the severity of the potential project constraints and include a comparative analysis of the two preferred project alternatives as well as a quantitative comparison based on the consequence tables prepared under Task 5.3. The CAR shall include Consultant’s recommendation on the preferred project layout consistent with the findings of the constraints analysis.

Consultant shall provide a draft copy of the CAR to the WPWMA and Advisory Committee members for review and comment. Consultant shall schedule, prepare an agenda for and lead a meeting with the WPWMA and Advisory Committee to summarize and discuss the findings of the CAR and receive general feedback on the CAR. The WPWMA will combine its comments with those of the Advisory Committee and provide a single set of comments to Consultant. Consultant shall revise the CAR incorporating the provided comments and reissue the revised CAR to the WPWMA and Advisory Committee.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final Constraints Analysis Reports</li> <li>• Draft and final agenda</li> </ul>	<ul style="list-style-type: none"> <li>• Meeting with WPWMA staff and Advisory Committee</li> </ul>

### **TASK 6 PRESENTATION OF THE PREFERRED PROJECT LAYOUT**

Consultant shall prepare a Preferred Project Summary Report presenting the layout and other parameters for the identified preferred Project that will serve as the basis for the Project description identified in Task 8.2. Consultant shall include in the report a refined site layout based on the Constraints Analysis Report, the basis for design assumptions for the preferred Project, a summary of the calculations used for sizing and operational factors for the preferred Project, and additional conceptual design of the preferred Project to streamline CEQA review and subsequent permitting.

Consultant shall develop a presentation package that can be provided to the WPWMA

Executive Management team and WPWMA Board of Directors that, at a minimum, provides: 1) an overview of the two (2) preferred project alternatives, 2) a summary of the engagement process with key stakeholders and the feedback on the preferred project alternatives received from these stakeholders, 3) a summary of the constraints analysis and resulting CAR, and 4) a recommended project layout. Consultant shall provide a draft of the presentation package to the WPWMA for review and comment and shall finalize the package, based on WPWMA comments, such that it can be provided to the WPWMA's Executive Management team and Board of Directors at least three (3) weeks prior to a scheduled meeting of the WPWMA Board.

Consultant shall make a presentation to the WPWMA Board of Directors at a regularly scheduled meeting to summarize the information provided in the presentation package for the purpose of obtaining approval from the WPWMA Board of the preferred project layout and to authorization to proceed to Phase II of the Agreement. Conversely, if the WPWMA Board of Directors opts not to pursue the project further and does not authorize proceeding to Phase II, this Agreement shall terminate in accordance with Section 9 of Appendix D.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final Preferred Project Summary Report</li> <li>• Draft and final presentation package</li> </ul>	<ul style="list-style-type: none"> <li>• Presentation to WPWMA Board of Directors</li> </ul>

## PHASE II – ENVIRONMENTAL REVIEW

This phase is contingent upon completion of Phase I and the WPWMA Board of Director's approval and authorization to proceed with Phase II.

The Parties acknowledge that at the time of development of this Scope of Services, the level of environmental review that may be required is unknown. However, for the purposes of providing the most comprehensive Scope of Services for this phase, the Parties concur that the Scope of Services is written assuming a full Environmental Impact Report will be required. Should the Parties agree that a different level of environmental review (e.g. Mitigated Negative Declaration) is appropriate, the Parties acknowledge that the level of effort required of Consultant (and therefore the amount paid by the WPWMA for the services performed) will be less than identified herein. For the purposes of this phase, the preferred project layout approved by the WPWMA shall be referred to as the "Project".

Prior to initiating the formal environmental process, Consultant shall develop an appropriate public outreach strategy to insure a high level of transparency and awareness of the Project.

### **TASK 7 PUBLIC OUTREACH PLAN**

Consultant shall develop a Public Outreach that builds upon the key stakeholder engagement plan identified in Task 2. Similar to the stakeholder engagement plan, the public outreach plan shall identify: 1) goals and objectives, 2) target audiences, 3) key

message themes, 4) strategies to address potential community concerns and engage the public, 5) the use of community meetings, media relations, advertising, and 6) a public outreach timeline.

Consultant shall develop three (3) conceptual Project “brands” including Project name, logo and slogan intended to help connect audiences to the Project for the WPWMA’s consideration.

Consultant shall schedule, prepare an agenda for, and participate in a meeting with the WPWMA and Advisory Committee staff to discuss goals, objectives, challenges and opportunities for public outreach related to the Project, to discuss the outreach plan and to consider the proposed Project branding materials.

Based on feedback from the WPWMA and Advisory Committee, Consultant shall finalize the outreach plan and refine the branding materials to reflect a single Project “branding” design package.

Consultant shall be responsible for development, design, and production of all Project messaging, materials, ads, notifications and press releases and shall lead all meetings identified in the Plan. The WPWMA will distribute these materials via the appropriate means (e.g. certified mail to landowners in the project area, email, Facebook).

Consultant shall prepare templates of the following Project items for future refinement based on Project progression: 1) a fact sheet intended to describe the Project and CEQA process; 2) frequently asked questions about the Project and the CEQA process; 3) a newsletter containing Project background, updates, public meeting invitation and projected milestones; 4) a letter to landowners within the Project vicinity; 5) legal advertisement; 6) meeting invitation (postcard and e-blast); 7) meeting sign-in sheet; and 8) a comment card to allow participants to submit written comments regarding the scope of issues to be evaluated during environmental review. Consultant shall provide a combination of these materials, as approved by the WPWMA, for each public meeting as identified in the Plan.

Consultant shall provide draft and final outreach materials for WPWMA review and approval prior to public distribution.

Public Meeting Support – Consultant shall work with WPWMA staff to determine appropriate dates, locations and targeted attendees for each public outreach meeting. Consultant shall be responsible for production and distribution of all public meeting materials within a timely manner and consistent with CEQA requirements. Consultant shall provide assistance at and prepare written summaries of all public meetings

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Meeting agenda and summary meeting notes</li> <li>• Draft and final public outreach plan</li> <li>• Project branding options (3)</li> <li>• Draft and final outreach material templates (fact sheet, FAQ, newsletter, landowner letter, legal advertisement, meeting invitations, sign-in sheet, comment card)</li> </ul>	<ul style="list-style-type: none"> <li>• Meeting with WPWMA staff and Advisory Committee (2)</li> </ul>

## **TASK 8 ENVIRONMENTAL REVIEW**

The following task outlines the required services of Consultant for preparing and Environmental Impact Report (EIR) for the Project.

The Parties acknowledge that at the time this Scope of Services was developed, the potential Project Elements included relatively well-defined project concepts that would warrant project-level review as well as less well-defined concepts (intended to streamline the process for possible future public-private partnerships) that may warrant programmatic-level review. As such, Consultant shall prepare a combined program and project EIR pursuant to CEQA for the overall Project. Consultant shall tier from EIRs that have evaluated similar potential Project components and incorporate those analyses as appropriate to establish the framework for, and expedite approval of, the WPWMA's EIR. Consultant shall be responsible for production of all documents in the quantities required by CEQA and for delivery of all documents to the State Clearinghouse. The WPWMA will be responsible for additional distribution to interested parties.

### **Task 8.1 Notice of Preparation and Scoping Meeting**

Upon WPWMA Board authorization to proceed, Consultant shall schedule and participate in a meeting with the WPWMA and Advisory Committee to discuss information needs, expectations for the environmental review process, present an initial schedule for conducting the CEQA process and develop a list of the entities (including members of the public and responsible and trustee agencies) that will be provided with a copy of the notice of preparation (NOP) for review and comment. Consultant shall prepare and issue a meeting summary to the WPWMA and Advisory Committee members noting key points discussed at the meeting and a list of action items. Consultant shall revise and reissue the summary to reflect comments from the WPWMA and Advisory Committee members.

Following this initial meeting, Consultant shall refine the CEQA process schedule to incorporate any comments from the initial meeting and to identify all of the tasks necessary to complete the CEQA process for the Project. Consultant shall specify all necessary tasks in the schedule from the notice to proceed to the WPWMA Board decision on the Project and filing of the Notice of Determination. This refined schedule will be used to allow ongoing milestone tracking by the WPWMA and Consultant during the CEQA process.

Consultant shall prepare a "CEQA Basis Strategy" memorandum summarizing baseline analyses and regulatory feedback from previous tasks and establishing the baseline

conditions under which the proposed Project will be compared during CEQA analysis. Consultant shall provide a copy of the draft CEQA Basis Strategy memorandum to the WPWMA for review and comment. Consultant shall revise and reissue the memorandum to reflect the WPWMA's comments.

Consultant shall develop a preliminary Project description of suitable detail for inclusion in the NOP. Consultant shall provide a draft copy of the preliminary Project description to the WPWMA for review and comment. Consultant shall revise the preliminary Project description to reflect comments from the WPWMA.

Consultant shall develop a NOP for the Project in accordance with Section 15082 of the CEQA guidelines. The NOP shall include the preliminary Project description, vicinity map, site plan, identification of possible alternatives, identification of potentially significant effects on the environment, where documents are available for review, where written comments on the scope of the Project may be sent, and the deadline for submitting comments. Consultant shall provide a draft of the NOP to the WPWMA for review and comment and shall revise the NOP as appropriate to incorporate the WPWMA's comments.

Following approval by the WPWMA of the NOP, Consultant shall submit the required number of copies, along with a Notice of Completion, to the Governor's Office of Planning and Research, State Clearinghouse. Consultant shall assist the WPWMA as necessary in distributing the NOP to the entities identified during the initial meeting of this Task.

During the public review period for the NOP, Consultant shall prepare for, assist the WPWMA in advertising the meeting, and conduct an open-house style public scoping meeting to solicit public comments on the NOP. Consultant shall prepare the necessary presentation materials, including hand-outs and a PowerPoint presentation, for the meeting. Consultant shall provide these materials to the WPWMA for review and comment and shall revise to address the WPWMA's comments. Consultant shall schedule and lead a preparation meeting with WPWMA staff in advance of the scoping meeting. Consultant shall summarize the comments received at the scoping meeting for inclusion in the subsequent EIR.

At the conclusion of the public review period for the NOP, Consultant shall summarize comments received on the document, combine with the comment summary from the scoping meeting and include as an appendix to the EIR.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• CEQA kick-off meeting agenda and meeting summary</li> <li>• Refined EIR Project Schedule</li> <li>• Draft and final CEQA Basis Strategy memo</li> <li>• Draft and final preliminary Project description</li> <li>• Draft and final NOP</li> <li>• Scoping meeting presentation materials</li> <li>• Compilation of comments received at scoping meeting and during NOP review period</li> </ul>	<ul style="list-style-type: none"> <li>• CEQA kick-off Meeting with the WPWMA and Advisory Committee</li> <li>• Public scoping meeting</li> </ul>

### **Task 8.2 Project Description**

Consultant shall review and further develop the Project description included in the NOP to a suitable level of detail for inclusion in the EIR. At a minimum, the Project description shall include a discussion of the regional and local setting, site history, objectives of the Project, Project characteristics, and discretionary actions required by the WPWMA and other municipal or regulatory agencies. Consultant shall provide a draft copy of the Project description to the WPWMA for review and comment. Consultant shall revise the Project description to reflect comments from the WPWMA.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final Project description</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>

### **Task 8.3 Administrative Draft EIR**

Consultant shall prepare a full-scope Administrative Draft EIR (ADEIR) for submittal to the WPWMA. For elements of the Project warranting project-level review, mitigation measures shall be as detailed and complete as possible; for elements of the Project warranting program-level analysis, mitigation measures will likely be less specific and require revision during subsequent CEQA review (by others outside of this Agreement) when more project detail is available at future entitlement stages.

The ADEIR shall include evaluation of all environmental issue areas identified in Appendix G of the CEQA Guidelines (environmental checklist). Each environmental resource chapter shall include a description of the environmental setting (i.e., the baseline environmental conditions as identified by Consultant in the CEQA Baseline Strategy memorandum), the regulatory setting (federal, state, and local regulations), significance criteria that are used to determine the resource impacts, analysis methodology and assumptions, issues or potential impacts not discussed further, and detailed discussion of the potential environmental effects of the project. Impact conclusions will be based on substantial evidence and mitigation measures will be recommended for impacts identified as significant. The supporting technical studies prepared by Consultant under Task 3 will be cited as necessary and included as appendices to the EIR.

Consultant shall conduct analysis and prepare a technical memorandum for each resource topic: Land Use; Traffic and Circulation; Air Quality; Noise; Utilities; Public Services; Aesthetics; Public Health and Hazards; Geology and Soils; Hydrology and Water Quality; Cultural Resources; Biological Resources (up to 300 acres for wetland delineation and two (2) blooming seasons). Consultant shall perform minimal research to determine if the Project has adverse effects on recreation, population and housing, agricultural resources, or mineral resources.

Consultant shall prepare the ADEIR to generally adhere to the following outline:

### **Introduction**

The introduction chapter of the ADEIR will form a clear and concise context for both the Project and the EIR. The introduction chapter shall include the following: 1) a description of the lead agency under CEQA, 2) objectives, purpose, and need for the Project, 3) intended uses of the EIR, including a list of responsible, trustee, and other agencies expected to use the EIR in decision making, 4) the scope of the EIR, 5) definition of the CEQA baseline conditions, 6) basis for significance criteria, 7) facility background and history, 8) definition of terms used in the EIR, 9) required permits and a description of the project review and CEQA review processes, and 10) a summary of NOP/IS comments and where these comments are addressed in the EIR.

### **Executive Summary**

This chapter shall include the following: 1) a summary description of the proposed Project and alternatives, 2) key environmental issues, 3) areas of controversy, 4) issues to be resolved, and 5) a summary of impacts and mitigation measures. The summary of impacts and mitigation measures shall be presented in a table format that identifies the impact, the level of significance before mitigation, applicable mitigation measures, and the significance after mitigation. A summary of the alternatives analyses shall also be presented, along with a summary table comparing the significance of impacts by alternative. The summary table shall be provided first with the Screencheck Draft EIR (under Task 8.5).

### **Project Description**

The Project description, as developed in Task 8.2, shall be utilized for this chapter.

### **Approach to Environmental Analysis**

This chapter will describe the contents of the environmental analysis sections (environmental setting, regulatory framework, and environmental impacts and recommended mitigation measures).

### **Aesthetics/Visual Resources**

This EIR chapter will evaluate the visual changes that are expected to occur with implementation of the proposed Project. This chapter shall describe the current appearance of the facility from key vantage points (e.g., publically accessible areas such as parks and roads), including off-site areas with direct views of the

facility. Consultant shall include photos from representative locations in the EIR to assist in describing existing conditions. Consultant shall describe how views of these areas may change from existing conditions as a result of Project implementation.

### **Air Quality**

The air quality chapter shall describe regional and local air quality, including attainment status for all criteria pollutants. Based on the Placer County Air Pollution Control District (PCAPCD) CEQA Air Quality Handbook (PCAPCD 2012) and accepted industry standards, Consultant shall prepare the air quality impact assessment for the proposed Project. The assessment shall include an evaluation of existing emission conditions, as well as an estimation of project-related emissions of criteria pollutants and toxic air contaminants (TAC) from operations and relocation/construction/modification of project facilities. Emissions estimates shall include construction and operational emissions for comparison to applicable PCAPCD significance thresholds, and shall be used for evaluation of potential reduction/mitigation measures. The following emission sources will be evaluated:

- **Operational Emissions for Existing Sources and Relocation/Construction** – Existing sources include landfill emissions from waste, including landfill surface emissions and controlled landfill gas (LFG) emissions. Consultant will work with WPWMA to develop a reasonable mechanism for estimating existing and proposed LFG collection efficiency and surface emissions, with consideration of relocation and construction of new cells and other facilities. Total LFG emissions shall be estimated using the U.S. Environmental Protection Agency's (USEPA's) LFG generation model (LANDGEM) or an equivalent model, using appropriate input values for in-place refuse mass, the refuse decay constant, and ultimate methane generation rate, calibrated with site-specific LFG recovery data, and collection efficiency estimates. If site-specific LFG testing data are available, Consultant shall use such site-specific data estimate emission rates for TACs from the landfill and flare operations. In addition to fugitive landfill gas and flare emissions, Consultant shall estimate construction and operation emissions for fuel combustion in mobile and portable equipment, soil disturbance and fugitive dust, off-road and on-road vehicle travel, and stationary sources. Emissions associated with construction and operation of the proposed Project will be calculated using models developed by the California Air Pollution Control Officers Association (CAPCOA) and the California Air Resources Board (CARB), such as the California Emissions Estimator Model (CalEEMod) and the most recent version of the Emission FACTors model (EMFAC2014). Fugitive dust emissions will be calculated using emission factors from approved sources such as the USEPA "Compilation of Air Pollutant Emission Factors" (AP-42), CalEEMod, EMFAC, and the Western Regional Air Partnership (WRAP) Dust Handbook. Odor emission impacts will be evaluated on the basis of facility odor control

practices, information from similar processes and facilities, verified complaint data (if applicable), and approved District methods.

- **Project Emissions for MRF Operations and Maintenance Building Relocation/Construction** – Consultant shall estimate emissions associated with MRF operations and relocation/construction of the MRF maintenance building using facility information provided by WPWMA, approved emission factors, information from similar facilities, and models such as CalEEMod and EMFAC. Emissions sources will include fuel combustion in mobile and portable equipment, fugitive dust, off-road and on-road vehicle travel, and stationary sources.
- **Project Emissions for Compost Facility Process and Operations and Relocation/Construction** – Consultant shall estimate emissions associated with operation and relocation/construction/modification of the compost facility using facility and process information provided by WPWMA, approved emission factors, information from similar studies and facilities, and models such as CalEEMod and EMFAC. Emission sources will include fuel combustion in mobile and portable equipment, process emissions, fugitive dust and odors, off-road and on-road vehicle travel, and stationary sources.
- **Emissions Associated with Project Elements** – These include emissions generated from construction and operation of specific Project Elements that are otherwise included in the emissions categories not identified above, such as the public customer areas, a tunnel/overpass, and/or R&D/pilot facilities. If needed, emissions associated with operation and relocation/construction/modification of these facilities will be calculated contingent on facility and process information provided by WPWMA, approved emission factors, information from similar studies and facilities, and models such as CalEEMod and EMFAC.

### **Dispersion Modeling and Health Risk Assessment**

Requirements and methods for air dispersion modeling will be discussed with PCAPCD prior to the modeling analysis. If required, Consultant shall conduct dispersion modeling to assess the potential air quality impacts of the criteria pollutant emissions from construction and operation of the proposed project, for comparison to national and California ambient air quality standards and/or applicable thresholds. Emission rates developed by the Consultant will be input and modeled using the EPA-approved AERMOD dispersion modeling system. The dispersion modeling impact assessment will include emissions associated with the relocation of facility elements, landfill operation, flare operation, MRF operation, composting operation, and onsite vehicle trips associated with operations.

Consultant shall use AERMAP to determine the base elevations for receptors, stationary sources, and mobile sources. The nearest receptor locations will be placed at existing residences, commercial properties, and sensitive receptors. Emission source elevations will be estimated from engineering drawings provided

by WPWMA, when available, and United States Geological Survey (USGS) digital elevation maps and datasets.

Requirements and methods for health risk assessment will be discussed with PCAPCD prior to the modeling analysis. If required, a health risk assessment (HRA) will be prepared to predict potential human health risks from exposure to TAC emissions from construction and operation of the proposed Project. The risk categories evaluated will include individual lifetime cancer risk, noncancer health effects from chronic (long-term) exposure, and noncancer health effects from acute (short-term) exposure. Consultant shall conduct the HRA in accordance with guidance outlined in the Guidance Manual for Preparation of Health Risk Assessments (Office of Environmental Health Hazard Assessment [OEHHA], 2015), for risk assessment and ambient air modeling.

The dispersion modeling and HRA will provide a detailed assessment of the ambient impacts and health risks associated with project implementation. Results will be compared to applicable significance thresholds, and will be used for evaluation of potential reduction/mitigation measures.

### **Greenhouse Gas Analysis**

Consultant shall provide a greenhouse gas (GHG) analysis for the proposed Project. The analysis shall include relevant regulations, GHG emission sources and offsets, significance, mitigating factors and other analysis as determined appropriate by the Consultant. Emission calculation methodologies will use CalEEMod and CARB methodologies and emission factors. If methods or emission factors are not available from CARB, Consultant shall identify and utilize alternative methods and emission factors will be chosen from alternative sources, including the USEPA, Intergovernmental Panel on Climate Change (IPCC), The Climate Registry (TCR), or other appropriate sources. The GHG emission analysis will identify reductions in GHG emissions that could result from increased operational efficiencies and expanded energy generation.

### **Mitigation Measures**

Consultant shall prepare a list of possible mitigation measures from approved references and similar projects for air quality or GHG impacts found to be significant or potentially significant. Consultant shall assess the effectiveness of mitigation measures in comparison with applicable air quality thresholds of significance. When feasible, Consultant shall quantify the benefits of the recommended mitigation measures.

### **Biological Resources**

Consultant shall incorporate information from the biological reconnaissance survey performed by Consultant under Task 3 and from the PCCP into the environmental setting and impact analysis of this chapter, additionally, to establish the necessary level of documentation for CEQA, the Consultant shall prepare a Biological Resources analysis that includes wetland delineation and a rare plant study. Based on this information, Consultant shall describe the presence or potential presence of plant, animal, or habitat considered sensitive,

threatened, endangered, or otherwise considered rare, as described in California Code of Regulations (CCR) Section 15380 of the State CEQA Guidelines, as well as the Project's potential to affect identified biological resources. Applicable federal, State, and local regulations related to biological resources will be summarized. The conservation measures in the PCCP will be described as they relate to potential development of land within the PCCP boundary. Consultant shall assess the potential direct, indirect, and cumulative impacts that could occur with the Project. Consultant shall include potential mitigation measures for impacts determined to be significant.

### **Cultural Resources**

Consultant shall base this chapter on the results of the Cultural Resources Screening performed by Consultant under Task 3 and the discussion in the Sunset Industrial Area Existing Conditions Report prepared by Placer County.

### **Geology and Soils**

This chapter shall describe the potential adverse environmental effects related to soils and geology. Consultant shall describe the existing site conditions as well as potential geologic hazards such as including distance from faults and hazards associated with earthquakes such as liquefaction, landslides, loose/weak soils, shallow groundwater, compaction, and ground shaking. Consultant shall include a general discussion of the site topography, slope stability, soil characteristics, and erosion potential will be presented, as well as the potential for these characteristics to affect stability of cut and fill slopes, erosion of graded areas, and unprotected drainage ways.

### **Hazards and Hazardous Materials**

This chapter shall address the potential for exposure to toxic materials as a result of implementation of the Project.

### **Hydrology and Water Quality**

This chapter shall evaluate potential changes in hydrology and water quality associated with the Project.

### **Land Use and Planning**

Consultant shall discuss how the Project fits within existing land use types, allowable uses, potential impacts to surrounding land uses, and consistency with the Countywide General Plan.

### **Noise**

The Noise chapter shall include a discussion of noise fundamentals and descriptors; identification of applicable federal, state, and local regulations; and a description of existing noise and vibration conditions within the Project area and the nearby vicinity. This will include information on the location of existing sensitive receptors (e.g., residential land uses located near the Project area), ambient levels, and natural factors that relate to the attenuation thereof. Consultant shall evaluate potential impacts related to short-term construction

noise, as well as noise from operations. The significance of short-term and long-term noise impacts shall be determined based on comparison to applicable standards, and Consultant shall identify mitigation measures as needed that clearly identify timing, responsibility, and performance standards.

**Transportation/Traffic**

The transportation chapter shall discuss potential traffic impacts on roadway segments and intersections under existing conditions, existing plus Project conditions, cumulative no Project conditions, and cumulative plus Project conditions. The analysis will address peak hour conditions during both construction and operation of the Project.

**Utilities**

Consultant shall analyze potential additional demand for water, sewer and other utilities, available supply, and potential need for expanded utility infrastructure as a result of the Project.

Consultant shall prepare a summary of the Project alternatives that were considered but rejected as infeasible, the potential impacts of alternatives relative to the proposed project, an analysis of the No Project Alternative, and identification of the environmentally superior alternative.

Consultant shall prepare a summary of any significant and unavoidable impacts as identified in the resource topics analysis.

Consultant shall include a description of the need for a Statement of Overriding Considerations to be adopted by the WPWMA Board to approve the project.

Consultant shall reference any project alternatives that avoid any of the identified avoidable impacts.

Consultant shall prepare all other sections necessary to assemble a full and complete EIR analysis, including preparation of the table of contents, executive summary, introduction, effects not found to be significant, references, individuals and agencies consulted, and all necessary appendices.

Consultant shall provide a copy of the ADEIR to the WPWMA for review and comment. Comments provided by the WPWMA shall be incorporated by Consultant as part of Task 8.5 below.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>ADEIR</li></ul>	<ul style="list-style-type: none"><li>As required (assumed to be 7 meetings)</li></ul>

**Task 8.4 Mitigation Monitoring and Reporting Program**

Consultant shall prepare a Mitigation Monitoring and Reporting Program (MMRP) identifying specific mitigation and monitoring activities for Project elements determined to have environmental impacts and shall establish evaluation criteria, a reporting system, the implementing party, reviewing/monitoring party, and timing of each mitigation measure.

Consultant shall provide a draft copy of the MMRP to the WPWMA for review and comment. Consultant shall revise and reissue the MMRP to reflect comments provided by the WPWMA.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final MMRP</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>

**Task 8.5 Screencheck Draft and Public Draft EIR**

Consultant shall incorporate WPWMA comments on the ADEIR to create a Screencheck Draft EIR which will be used to prepare a Public Draft EIR. This task will include preparation of a Notice of Completion concurrent with public notice of the availability of the Draft EIR.

Draft EIR Review and Revision – Consultant shall incorporate all WPWMA comments on the ADEIR to create a Screencheck Draft EIR. Consultant shall provide a copy of the Screencheck Draft EIR to the WPWMA for review and comment.

Consultant shall incorporate the WPWMA’s comments on the Screencheck Draft EIR and produce the Draft EIR for public review. Consultant shall provide an electronic copy, nine (9) hardcopies and five (5) compact disks containing the Draft EIR to the WPWMA.

Draft EIR Noticing and Public Review – Consultant shall prepare a Notice of Availability pursuant to CEQA Guidelines Section 15087 (a) including Project description and location, identification of significant environmental impacts, specification of the review period and comment deadline, how and where comments can be submitted, public hearing date and location, address where the Draft EIR can be reviewed, and identification of the location of documents referenced in the EIR.

Consultant shall provide a draft copy of the NOA to the WPWMA for review and comment. Consultant shall revise and reissue the NOA to reflect comments provided by the WPWMA. The WPWMA will publish and distribute the NOA.

Consultant shall prepare a Notice of Completion including a brief Project description and information on the Project location, address where the Draft EIR is available, and identification of the public review period.

Consultant shall provide a draft copy of the NOC to the WPWMA for review and comment. Consultant shall revise and reissue the NOC to reflect comments provided by the WPWMA. Concurrently with publication of the NOA by the WPWMA, consultant shall submit the NOC to the State Clearinghouse along with fifteen (15) hard copies and one (1) electronic copy of the Draft EIR Executive Summary.

Public Meeting – Consultant shall prepare for, advertise and participate in one community workshop with the WPWMA prior to the public hearing before the WPWMA Board. Consultant shall prepare a summary of the meeting and provide the summary to the WPWMA for review and comment. Consultant shall revise the summary to incorporate the WPWMA’s comments.

Draft EIR Public Hearing – Consultant shall attend a public hearing, scheduled by the

WPWMA, anticipated to occur on the same night as a regularly scheduled meeting of the WPWMA Board of Directors, to present the Draft EIR, discuss the findings and answer questions from the public and the WPWMA Board. The WPWMA will record the hearing and provide Consultant with a copy of the recording for the purposes of summarizing comments from the Board and the public. Consultant shall provide a copy of the comment summary to the WPWMA for review and comment. Consultant shall revise the comment summary to incorporate the WPWMA's comments.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"> <li>• Draft and final MMRP</li> <li>• Screencheck Draft EIR</li> <li>• Draft EIR</li> <li>• Executive Summary</li> <li>• Draft and final Notice of Availability</li> <li>• Draft and final Notice of Completion</li> <li>• Community workshop/public meeting summary</li> <li>• Draft EIR public hearing summary</li> </ul>	<ul style="list-style-type: none"> <li>• Community workshop/public meeting</li> <li>• Draft EIR public hearing</li> </ul>

### **Task 8.6 Administrative Final EIR and Final Public EIR**

Consultant shall review and respond to comments received during the public review period and at the public hearing, and prepare responses to comments and any necessary revisions to the Draft EIR to create an Administrative Final EIR consistent with CEQA requirements.

Consultant shall use the Administrative Final EIR to prepare the Final EIR.

Administrative Final EIR Preparation – Consultant shall review comments received during the Draft EIR comment period and conduct a meeting with WPWMA staff to discuss the response strategy. Consultant shall prepare responses to comments made in written form by interested agencies and individuals and oral comments raised during the Draft EIR public hearing. Consultant shall also make any necessary changes to the Draft EIR to create the Administrative Final EIR which will include an introductory chapter, enumerated comment letters and public hearing transcript comments on the Draft EIR, responses to all comments on the Draft EIR, and a summary listing all text revisions to the Draft EIR.

Consultant shall provide a draft copy of the Administrative Final EIR to the WPWMA for review and comment.

Final EIR Preparation, Public Release and Board Hearing – Consultant shall incorporate WPWMA comments on the Administrative Final EIR and produce the Final EIR for public release no less than ten (10) days prior to the WPWMA Board decision on the project.

Consultant shall present for WPWMA Board consideration the comments received on the Draft EIR and the responses to be included in the Final EIR (this meeting will serve as the public hearing and opportunity for the Board to certify the Final EIR, adopt the

findings and make a final decision on the project).

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Administrative Final EIR</li><li>• Final EIR</li></ul>	<ul style="list-style-type: none"><li>• WPWMA Board meeting</li></ul>

### **Task 8.7 Findings of Fact and Statement of Overriding Considerations**

Consultant shall prepare draft CEQA Findings of Fact specifying the incorporated Project mitigation measures, explaining any infeasible mitigation measures, and identifying any infeasible project alternatives. Consultant shall evaluate the need for and, if necessary, draft a Statement of Overriding Considerations. Consultant shall finalize the Findings and Statement upon review by WPWMA staff and WPWMA Counsel. Consultant shall attend and present the Final EIR, Finding of Fact and Statement of Overriding Considerations (if required) to the WPWMA Board of Directors for consideration. Consultant shall schedule and lead a hearing preparation meeting with WPWMA staff prior to the Board meeting.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Findings of Fact</li><li>• Statement of Overriding Considerations (if required)</li></ul>	<ul style="list-style-type: none"><li>• Hearing preparation meeting with WPWMA staff</li><li>• WPWMA Board meeting</li></ul>

### **Task 8.8 Notice of Determination**

Consultant shall prepare a Notice of Determination consistent with CEQA Guidelines Section 15094 following certification of the Final EIR and project approval by the WPWMA Board.

Consultant shall send an electronic copy to the Governor’s Office of Planning and Research and the Placer County Clerk for public posting within five (5) working days following Project approval.

<u>Deliverables</u>	<u>Meetings</u>
<ul style="list-style-type: none"><li>• Notice of Determination</li></ul>	<ul style="list-style-type: none"><li>• None</li></ul>

## **PHASE 3 – PERMITTING**

At the sole discretion of the WPWMA, this phase may be carried out via an amendment to this Agreement or under a separate agreement with the Consultant upon completion of this Agreement and any necessary approvals by the WPWMA Board.

## **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 million two hundred ninety two thousand dollars (\$2,292,000.00).

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.

Subcontractor costs will be invoiced at cost plus a maximum general Administrative Fee of ten percent (10%). An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable customary in-house photocopying will be billed at a maximum of five percent (5%) of the total labor fees. The Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. Staffing, travel and miscellaneous rates are established in Exhibit B-1 (2016 and 2017 rates).

**Table 1 – Project Budget**

Task	Description	Budget
<b>PHASE I – MASTER PLANNING AND FACILITY EVALUATION</b>		
1	Kickoff Meeting and Initial Site Visit	\$35,000
2	Key Stakeholder Engagement Plan	\$24,000
3	Technical Studies	
3.1	General Project Constraints	\$39,000
3.2	Initial Engagement of Regulatory Agencies	\$32,000
3.3	Technical Evaluations and Analysis	\$336,000
4	Conceptual Layouts and Project Alternatives	
4.1	Conceptual Project Element Layout and Project Charrette Process	\$122,000
4.2	Preliminary Design of Preferred Project Alternatives	\$230,000
5	Constraints Analysis	
5.1	Environmental Constraints	\$80,000
5.2	Economic Constraints	\$90,000
5.3	Evaluation Criteria and Ranking	\$20,000
5.4	Constraints Analysis Report	\$58,000
6	Presentation of Preferred Project Layout	\$75,000
<b>PHASE II – ENVIRONMENTAL REVIEW</b>		
7	Public Outreach Plan	\$87,000
8	Environmental Review	
8.1	Notice of Preparation and Scoping Meeting	\$119,000
8.2	Project Description	\$18,000
8.3	Administrative Draft EIR	\$663,000
8.4	Mitigation Monitoring and Reporting Program	\$19,000
8.5	Screencheck Draft EIR and Public Draft EIR	\$101,000
8.6	Administrative Final EIR and Public Final EIR	\$120,000
8.7	Findings of Fact and Statement of Overriding Considerations	\$22,000
8.8	Notice of Determination	\$2,000
<b>PHASE III - PERMITTING</b>		
9	Permitting	N/A
<b>Total</b>		<b>\$2,292,000</b>

**EXHIBIT B-1  
RATE SCHEDULE**

<b>STAFF POSITION</b>	<b>HOURLY RATE</b>
Sr. Principal/Program Manager/Sr. Practice Lead	\$260
Principal/Program Manager/Practice Leader/Program	\$235
Sr. Technologist/Sr. Project Manager/Sr. Consultant	\$215
Senior Environmental Specialist	\$200
Senior Public Involvement Specialist	\$195
Public Involvement Specialist	\$185
Senior Engineer/Scientist	\$180
Public Involvement Coordinator	\$160
Senior Project Engineer/Scientist	\$160
Public Involvement Art Director	\$150
Project Engineer/Scientist	\$135
Public Involvement Project Manager	\$130
Staff Engineer 2	\$125
Staff Engineer 1/Staff Engineer Scientist	\$115
Technician 5/Senior Draftsperson/Senior Technician	\$115
Technician 4/Senior Draftsperson/Senior Technician	\$110
Engineer/Scientist	\$105
Technician 3/Senior Draftsperson 3	\$100
Technician 2/Staff Technician	\$90
Technician 1/Technical Aide/Office	\$75

<b>DESCRIPTION</b>	<b>RATE</b>	<b>UNIT</b>
Vehicle Mileage	IRS Rate	Mile
Travel & Miscellaneous Expenses	Cost	Per
Health & Safety	\$1.15	Hour