

Napa-Vallejo Waste Management Authority

City of American Canyon
City Council Meeting Chambers
4381 Broadway Street, Ste 201 - American Canyon, CA 94503



Agenda

Thursday, May 9, 2024

10:00 AM

4381 Broadway Street, Ste 201 - American Canyon, CA 94503

Napa-Vallejo Waste Management Authority

Leon Garcia, Chair
Robert McConnell, Vice Chair
Mary Luros, Member
Alfredo Pedroza, Member
Anne Cottrell, Alternate Member
David Oro, Alternate Member
Tina Arriola, Alternate Member
Bernie Narvaez, Alternate Member

Chris Celsi, Executive Director
Tracy Schulze, Auditor
Marie Nicholas, Secretary/Clerk
Thomas C. Zeleny, Legal Counsel
Robert Minahen, Treasurer

Members of the public are encouraged to participate in the meeting by submitting written comments electronically to the Executive Director at NVWMA@countyofnapa.org. This email will be monitored during the meeting. Public comments will be accepted until the Chair closes public comment for each item during the meeting. All comments will be distributed to the Board members and included in the records.

**Submit Public Comments Via Email @:
NVWMA@countyofnapa.org**

GENERAL INFORMATION

The Napa-Vallejo Waste Management Authority meets the 2nd Thursday of each month at 10:00 A.M. at 4381 Broadway Street, Suite 201, American Canyon, California 94503. The meeting room is wheelchair accessible. Requests for disability related modifications or accommodations, aids or services may be made no less than 72 hours prior to the meeting date by contacting 707 253-4471.

The Agenda is divided into two sections:

CONSENT ITEMS

These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

ADMINISTRATIVE ITEMS

These items include significant policy and administrative actions, and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Napa-Vallejo Waste Management Authority which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of, but prior to the meeting, will be available for public inspection, at the time of such distribution, in the office of Auditor Controller, 1195 Third Street, Suite B-10, Napa CA 94559, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or Napa Vallejo Waste Management staff, and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA, please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

In this time period, anyone who wishes to speak to the Authority Board of Directors regarding any subject over which the Board has jurisdiction, that is not on the agenda, or to request consideration to place an item on a future Board agenda, may do so at this time. Individuals will be limited to a three minute presentation. The Board of Directors will take no action as a result of any item presented at this time.

5. PRESENTATIONS AND COMMENDATIONS
6. APPROVAL OF MINUTES

- A. Approval of Board Minutes for the April 11, 2024 Regular Meeting. [24-707](#)
Attachments: [4-11-24 Minutes](#)

7. CONSENT ITEMS

- A. Napa-Vallejo Waste Management Authority - Internal Audit Report for the Quarter-Ended March 31, 2024 [24-723](#)
Approving Authority: Board of Supervisors
Attachments: [NVWMA Quarterly Review 3.31.24.pdf](#)
 - B. REQUESTED ACTION: Approval and authorization for the Chair to sign the Fourth Amendment to Agreement No. 2020-02 with WSP USA Inc. to provide operations, monitoring, and maintenance, compliance reporting and non-routine services for the American Canyon Sanitary Landfill, for the term July 1, 2024 to June 30, 2025 with an annual amount not to exceed \$158,694. [24-754](#)
Attachments: [Amendment # 4](#)
[Rates FY 2024-2025](#)
 - C. REQUESTED ACTION: Approval and authorization for the Chair to sign the Third Amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for routine and non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2024, to June 30, 2025, with an annual amount not to exceed \$200,000. This is an increase of \$5,750 over last year's amount. [24-755](#)
Attachments: [Amendment #3](#)
[Rates FY 2024-2025](#)

- D.** REQUESTED ACTION: Approval and authorization for the Chair to sign the First Amendment for Agreement 2023-02 with Sonoma RSA, Inc. DBA RSA+, for engineering, architectural and related services to support design and construction of the C&D Building at the Devlin Road Transfer Station, Project #17810 in an amount not to exceed \$2,220,000. [24-783](#)

Attachments: [First Amendment](#)

8. ADMINISTRATIVE ITEMS

- A.** STUDY SESSION: Staff to present draft FY 24/25 budget for discussion. [24-706](#)

Attachments: [May Budget Draft FY 2024-2025](#)

- B.** Executive Director to report on Authority related activities. [24-708](#)

Approving Authority: Napa-Vallejo Waste Management Authority

- C.** Authorize the Executive Director to exercise a one-year extension to the Agreement with Northern Recycling Waste Management Services (NROWS) for operation of the Devlin Road Transfer Station. [24-721](#)

Attachments: [NROWS Contract Extension 2024](#)

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

- A.** Discussion of any items Board members wish to have addressed at a future meeting date. [24-709](#)

- B.** Reports of current information relevant to the Authority by the member jurisdictions: [24-710](#)

11. CLOSED SESSION

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held on June 13, 2024.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-707

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of Board Minutes for the April 11, 2024 Regular Meeting.

FISCAL & STRATEGIC PLAN IMPACT

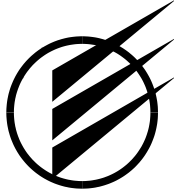
Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Please refer to the attached April 11, 2024 Minutes.



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY
MINUTES OF THE THURSDAY APRIL 11, 2024**

10:00 A.M. REGULAR MEETING OF THE BOARD OF DIRECTORS

1. CALL TO ORDER

The Napa-Vallejo Waste Management Authority met Thursday, April 11, 2024, at the City of American City Hall. Chair Garcia called the meeting to order at 10:05 a.m.

2. ROLL CALL

The following Directors were present: Director Lueros, Vice-Chair McConnell, and Chair Garcia. Director Pedroza was excused.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT – NONE

5. PRESENTATIONS AND COMMENDATIONS - NONE

6. APPROVAL OF MINUTES

A. APPROVAL OF MINUTES

Approval of Board Minutes for the March 14, 2024 Regular Meeting.

Item 6A: Approved as submitted ML-RM

7. CONSENT ITEMS - NONE

8. ADMINISTRATIVE ITEMS

A. Executive Director to report on Authority related activities.

B. STUDY SESSION: Staff to present draft FY 24/25 budget for discussion.

9. FACILITIES BUSINESS ITEMS - NONE

10. OTHER BUSINESS ITEMS

A. FUTURE AGENDA ITEMS

B. REPORTS FROM JURISDICTIONS

DISCUSSION ITEM: Reports of current information relevant to the Authority by the member jurisdictions:

- i. Vallejo: - Robert McConnell reported for the City
- ii. Napa City: - Kevin Miller reported for the City

- iii. Napa County: - No Report
- iv. American Canyon: - Chair Garcia reported for the City

Item 10B Reports only – No Taken Action

11. CLOSED SESSION

12. ADJOURNMENT

The Meeting adjourned at 10:21 A.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on May 9, 2024.

ATTEST: Marie Nicholas
Marie Nicholas, NVWMA Secretary

KEY

Vote: RM=Robert McConnell, AP=Alfredo Pedroza, LG=Leon Garcia, ML=Mary Luros
The maker of the motion and second are reflected respectively in the order of the recorded vote.
Notations next to vote: N = No; X = Excused; A = Abstain; B = Absent



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-723

TO: Honorable Board of Directors
FROM: Christopher Celsi, Executive Director
REPORT BY: Tracy Schulze, Auditor-Controller
SUBJECT: Napa-Vallejo Waste Management Authority - Internal Audit Report for the Quarter Ended March 31, 2024.

RECOMMENDATION

Executive Director requests acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended March 31, 2024

EXECUTIVE SUMMARY

Staff recommends acceptance of the Quarterly Monitoring Internal Audit Report for Napa-Vallejo Waste Management Authority for the quarter ended March 31, 2024.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over internal controls during fiscal year 2023-24. The engagement was conducted in conformance with the International Standards for the Professional Practice of Internal Auditing (Standards) established by the Institute of Internal Auditors. These Standards require that we identify, analyze, evaluate, and document

sufficient information and evidence to achieve our objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

The primary objectives of this engagement were to:

1. Determine if internal controls over fees, collections, manual (hand tags) tickets, void and replacement tickets were adequately designed and implemented.
2. Report Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250.
3. Report cash (shortage) / overage from cash/check and credit card transactions.

Based on our review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2024.

The Treasurer-Tax Collector's collection measures and efforts appears reasonable. Accounts Receivable exceeding 90 days with a balance of more than \$250 is currently at \$5,096.

A reconciliation of all cash and credit card transactions between Northern's cash reports and Treasury's journal entries found a net cash overage of \$149 for the quarter.

Please see the attached report for additional details.

Napa County

Auditor-Controller

Internal Audit Report

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
Internal Controls Review

For the Quarter Ended March 31, 2024

Report Date: April 15, 2024



A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Engagement Team

Susan MacDonald

Staff Auditor



A Tradition of Stewardship
A Commitment to Service

Auditor-Controller
1195 Third Street · Room B10
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Tracy A. Schulze
Auditor-Controller

April 15, 2024

Board of Directors
Napa-Vallejo Waste Management Authority

Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa-Vallejo Waste Management Authority (Authority) for the quarter ended March 31, 2024.

Internal audit conducted the review in conformance with the *International Standards for the Professional Practice of Internal Auditing (Standards)* established by the Institute of Internal Auditors. These *Standards* require that internal audit identify, analyze, evaluate, and document sufficient information and evidence to achieve the objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

Based on this review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2024. We noted a net cash overage of \$149. (Exhibit A) The Treasurer Tax-Collector Central Collections aging report for customer accounts with a balance greater than \$250 for 90 days or longer totaled \$5,096. (Exhibit B)

This report is a matter of public record and is intended solely for the information and use of the Authority's Board of Directors and Executive Director, Northern's Manager, and the Treasurer-Tax Collector. I want to thank the internal audit team, Northern's staff, and the Authority's management for their expertise and professionalism in conducting this engagement.

Sincerely,

A handwritten signature in blue ink that reads "Tracy A. Schulze".
Tracy A. Schulze, CPA
Auditor-Controller

Napa-Vallejo Waste Management Authority

Quarterly Monitoring

For the Quarter March 31, 2024

Background and Authority

The agreement between the Napa-Vallejo Waste Management Authority (Authority), a joint powers agency organized under the laws of the State of California pursuant to Government Code Section 6500 et seq., and Northern Recycling Operations and Waste Services LLC (Northern), a California Limited Liability Company was entered into and executed as of March 1, 2007, and subsequently amended on March 19th, 2010.

The Authority is composed of County of Napa and the Cities of Napa, American Canyon, and Vallejo. The Authority was formed for the purpose of providing economic coordination of solid waste processing, transfer, and disposal services. The Authority has contracted with Northern to operate the Devlin Road Transfer Station (DRTS), pursuant to the provisions of *Public Resource Code section 40059(a)(2)*. The Authority and Northern are authorized to enter into a transfer station operation agreement where Northern will operate DRTS.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over internal controls during fiscal year 2023-24.

Objective and Scope

The primary objectives of this engagement were to:

- Determine if internal controls over fees, collections, manual (hand tags) tickets, void and replacement tickets were adequately designed and implemented
- Report Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250
- Report cash (shortage) / overage from cash/check, and credit card transactions

The scope included a review of the Authority's and Northern's records for the quarter ended March 31, 2024

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2024

Procedures

To achieve our objectives, our procedures included, but not limited to, the following:

1. Northern's Scale Transaction Report

- Agreed revenue (non-cash transactions) per Northern's Scale Transaction Report to Detail Receivables Report generated from Tyler Munis
- Verified Ticket Rates (i.e., scale rates charged) to the Board's Resolution
- Verified the completeness of the report (i.e., missing tickets)
- Verified internal controls over voided and replacement tickets and manual (hand tag) tickets

2. Accounts Receivable Aging Report

- Compiled Accounts Receivable 90 Day Aging Report from Treasurer-Tax Collector's Tyler Munis Reports
- Reported Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250

3. Cash Overage / (Shortage) Summary

- Compared Northern's Cash Receipt Reports (i.e., cash, checks, credit cards) to the Authority's general ledger
- Investigated short pays over \$25 for reasonableness
- Reported cash overage / (shortage) from cash/checks, and credit card transactions for quarter-end and fiscal year cumulative

Conclusion

Based on our review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2024. Treasurer-Tax Collector's Accounts Receivables exceeding 90 days with balances of \$250 or more is currently at \$5,096. The Treasurer-Tax Collector will submit a request to NVWMA for two write-offs totaling \$1,691. A reconciliation of all cash and credit card transactions between Northern's cash reports and Treasury's journal entries found a net cash overage of \$149 for the quarter.

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2024

Exhibit A – Cash (Shortage) / Overage Summary

Description	For Quarter Ended September 30, 2023	For Quarter Ended December 31, 2023	For Quarter Ended March 31, 2024
Authority's General Ledger			
Cash	\$ 639,767	\$ 457,370	\$ 524,084
VISA/MC	1,637,299	1,595,241	1,496,377
Bank/TTC Adjustments	(150)	(1,239)	(147)
Total	\$ 2,276,916	\$ 2,051,372	\$ 2,020,314
Northern's Records			
Cash/Check per Northern's Cash Report	\$ 639,906	457,703	440,118
VISA/MC per Northern's Cash Report	1,637,152	1,594,651	1,580,047
Total	\$ 2,277,058	\$ 2,052,354	\$ 2,020,165
Cash Overage / (Shortage)	\$ (142)	\$ (982)	\$ 149

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2024

Exhibit B – Treasurer-Tax Collector’s Accounts Receivable Aging Report and Collection Measures
for Receivables over 90 days with account balances exceeding \$250

<u>Account Name</u>	<u>Customer ID</u>	<u>Total</u>	<u>Collection Measures</u>
Account 501 - General A/R			
A C Enterprises	62002	360.89	Continue with collection procedures
American Canyon Recycling	54053	\$451.56	Payment was promised ASAP (prior QE)
Blue Cord Demolition	1377	\$678.50	TTC requesting write-off from NVWMA
CSA Roofing, Heating	52856	\$508.75	Continue with collection procedures
Dynasty Pavers and Design, Inc	1328	\$478.71	Payment was promised ASAP
Service Masters Cleaning	63249	\$1,012.56	TTC requesting write-off from NVWMA
Trash Logic LLC	63663	\$1,605.03	Continue with collection procedures
Total Accounts Receivable		<u><u>\$5,096.00</u></u>	

Note: Collection measures provided by Treasurer-Tax Collector, Central Collections. (as of 4/12/2024)



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-754

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Fourth Amendment to Agreement 2020-02 with WSP USA Inc.

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign the Fourth Amendment to Agreement No. 2020-02 with WSP USA Inc. to provide operations, monitoring, and maintenance, compliance reporting and non-routine services for the American Canyon Sanitary Landfill, for the term July 1, 2024 to June 30, 2025 with an annual amount not to exceed \$158,694.

EXECUTIVE SUMMARY

Compliance reporting, monitoring and assistance with operation and maintenance are necessary to meet the requirements of the Landfill's Post Closure Maintenance Plan and the Bay Area Air Quality Management District Permit. In addition, the Authority occasionally requires non-routine technical assistance to resolve Landfill gas and flare operation problems.

WSP USA Inc. has provided these services to the Authority for several years, and they have significant experience with the ACSL gas collection and flare system. They remain uniquely qualified to continue providing this service to the Authority. The current agreement expires June 30, 2024. The proposed Amendment would provide a one-year extension to June 30, 2025 to ensure continuity of services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FOURTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2020-02**

PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT 2020-02 is made and entered into as of this 9th day of May, 2024, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as “AUTHORITY,” and WSP USA, Inc., hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Parties entered into Agreement 2020-02 (“Agreement”) which authorized CONSULTANT to provide certain professional services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on May 5, 2022, the Board approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Parties entered into the Second Amendment to the Agreement extending the contract duration to June 30, 2024; and

WHEREAS, on July 13, 2023, the Parties entered into the Third Amendment to the Agreement to increase the maximum compensation for Fiscal Year 2022-2023 by \$40,000 to pay an outstanding invoice from that fiscal year that was delayed by WSP USA’s acquisition of Golder Associates USA, the original consultant retained by the AUTHORITY under this Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the contract duration to June 30, 2025, and amend the scope of work and fee schedule to include services for Fiscal Year 2024-2025;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. Section 2 of the Agreement is amended to read in full as follows:
 2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267 dated April 22, 2022, attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267.000 dated April 9, 2024, attached hereto as Exhibit "A-2" and hereby incorporated by reference.
3. Section 3 of the Agreement is amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and incorporated by reference herein, with an annual labor rate increase no greater than 2% per each fiscal year. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "A" of Exhibit "A-1." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "1" of Exhibit "A-2."
 - (b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B." Commencing on July 1, 2022, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment "A" of Exhibit "A-1," upon submission of an invoice in accordance with Paragraph 4 below. Commencing on July 1, 2024, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment "2" of Exhibit "A-2," upon submission of an invoice in accordance with Paragraph 4 below.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of One Hundred Forty-five Thousand Six Hundred Dollars (\$145,600.00); and, if renewed for Fiscal Year 2020-2021, a total of One Hundred Forty-eight Thousand Five Hundred Twelve Dollars (\$148,512.00); and if renewed for Fiscal Year 2021-2022, One Hundred Fifty-one Thousand Four Hundred Eighty-two dollars,

(\$151,482.00); for Fiscal Year 2022-2023, a total of One Hundred Seventy-nine Thousand Nine Hundred Thirty-nine Dollars (\$179,939.00); for Fiscal Year 2023-2024, a total of One Hundred Thirty-nine Thousand Nine Hundred Thirty-nine Dollars (\$139,939.00); for Fiscal Year 2024-2025, a total of One Hundred Fifty-eight Thousand Six Hundred Ninety-four Dollars (\$158,694.00) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. This Fourth Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Fourth Amendment shall remain in full force and effect.

5. This Fourth Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Fourth Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

WSP USA, Inc.

By: 
KRIS JOHNSON

By: 
JEFFREY DOBROWOLSKI

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
LEON GARCIA, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>April 19, 2024</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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4/9/2024

Proposal No. GL19120267.000

Chris Celsi

Napa Vallejo Waste Management Authority
1195 3rd St, Rm 101
Napa, Ca 94559

RE: PROPOSAL TO PROVIDE OPERATIONS, MAINTENANCE, AND COMPLIANCE REPORTING SERVICES, AMERICAN CANYON SANITARY LANDFILL, NAPA COUNTY, CALIFORNIA FY 2024/2025

Dear Mr. Celsi,

WSP USA is pleased to submit this proposal to provide landfill gas (LFG) collection and control system (GCCS) operations, monitoring, maintenance, compliance reporting, and non-routine services for the Napa-Vallejo Waste Management Authority's (Authority's) American Canyon Sanitary Landfill (ACSL) located at the end of Eucalyptus Road in American Canyon, California.

These proposed services include:

- Task 1 Routine Operations, Maintenance, and Monitoring Activities
 - Task 1.1 - Routine Wellfield Compliance Monitoring
 - Task 1.2 - Annual Surface Emissions Monitoring (SEM)
 - Task 1.3 – Minor Wellfield and Flare Station Maintenance
 - Task 1.4 - Annual Compliance Source Test
 - Task 1.5 – Project Management
- Task 2- Routine Compliance Reporting
 - Task 2.1 - Flare Operations Review
 - Task 2.2 - Monthly Reporting
 - Task 2.3 - Annual Title 17 Report
 - Task 2.4 – Annual Bay Area Air Quality Management District (BAAQMD) Report
 - Task 2.5 - Annual Greenhouse Gas Reports

- Task 2.6 – Project Management
- Task 3 – Non-routine Activities
 - Task 3.1 – Non-routine Services
 - Task 3.2 – Emergency Services
 - Task 3.3 – Project Management

This proposal presents our scope of work, schedule, and budget. This scope of work has been prepared based upon our familiarity with the site and our overall landfill expertise.

Section 1 – Scope of Work

WSP's proposed services are described below. WSP is not proposing any significant changes to the services currently being provided to the Authority.

Task 1 – Routine Operations, Maintenance and Monitoring Activities

Task 1 includes the routine field activities required to operate the GCCS in compliance with applicable regulations and to obtain the monitoring data necessary to document compliance. WSP will conduct two site visits per month. We understand the ACSL site manager will collect the necessary flare station data and manage flare operations.

Task 1.1 – Monthly Wellfield Monitoring

Routine compliance monitoring will be conducted as required by BAAQMD Permit Number A9183, updated February 27, 2020, BAAQMD Regulation 8, Rule 34 (Rule 8-34), and California Code of Regulations Title 17, Article 4, Subarticle 6, Methane Emissions from Municipal Solid Waste Landfill (Title 17).

Using a GEM5000 or equivalent unit, WSP will monitor and adjust, as necessary, all the Authority's LFG extraction wells a minimum of once each month as required by Rule 8-34 and Title 17. Wells that require more frequent tuning will be monitored and adjusted during the second monthly site visit. Routine maintenance activities, as described below, will also be performed during the second monthly site visit. During the site visits, adjustments to the flow rates from the wells will be made as necessary to maintain compliance with Rule 8-34 and Title 17 surface emissions requirements. All data collected will be downloaded to a data management system. Routine weekly methane concentration data is recorded on the Relilink data storage/telemetry system and routinely downloaded by WSP staff.

Additionally, during the site visits, the final cover integrity check will be performed. The final cover integrity check results are included in the annual BAAQMD report.

Task 1.2 – Minor Wellfield and Flare Station Maintenance

WSP will perform minor maintenance (e.g., labor to replace damaged/worn flex hoses, monitoring ports, and flow control valves not exceeding one hour per occasion) on LFG collection system components during wellfield monitoring activities. Materials and supplies used for minor maintenance will be obtained locally or from spare parts inventories maintained by WSP. WSP will replace the materials and supplies and charge the Authority accordingly. Maintenance items, other than minor maintenance items, will be reported to the ACSL site manager for handling.

Concurrent with wellfield and gas collection system maintenance activities, WSP will remotely check the flare station Yokogawa data system and/or Relilink regularly to determine if the flare operation is in compliance with permit conditions. Per agreement with the Authority, on those occasions when the flare is operational, the Authority will assure that the flare is operating above the minimum operating temperature after startup and WSP will be notified of any startup, shutdown, or malfunction as soon as practical.

Task 1.3 - Annual Surface Emissions Monitoring

WSP will conduct annual SEM pursuant to the Title 17 requirements. Monitoring according to the Title 17 protocol will also satisfy the less stringent SEM requirements of Rule 8-34. Since the landfill has not had a recent instantaneous surface methane emission exceeding 500 parts per million by volume in air (ppmv) or an integrated surface methane emissions exceeding an average of 25 ppmv that could not be remediated within 10 days, requiring a return to quarterly SEM, it is assumed that SEM will continue to be conducted annually.

If either of the exceedances described above are detected during the annual SEM, the ACSL site manager will be notified. Title 17 allows 10 days for remediation of the exceedance. If remonitoring determines the remediation was successful, annual SEM may continue. If the remediation is not successful, quarterly SEM is required. If a site visit in addition to the two monthly site visits is required for remonitoring, the additional site visit will be considered a non-routine activity.

Following completion of the SEM, a report summarizing the SEM activities will be submitted to the Authority. The SEM report will also be included in the annual Title 17 report (Task 2.3) and annual BAAQMD report (Task 2.4).

Task 1.4 – Annual Compliance Source Test

An annual compliance source test is to be performed no later than 12 months after the previous test as required by Permit 9183. The annual source test will demonstrate the performance of the LFG flare (Source A-2) with the emission requirements contained in Permit 9183. A source test protocol will be prepared and submitted to the BAAQMD, Source Test Section at least 14 days prior to the test date. The Source Test Section will be notified of the scheduled test date at least 7 days before the test. The following determinations will be made during the source test:

- Landfill gas flow rate (dry basis)
- LFG concentrations of Carbon Dioxide (CO₂), Nitrogen (N₂), Oxygen (O₂), Total Hydrocarbon (THC), Methane (CH₄), non-methane organic compounds (NMOC). All concentrations shall be reported on a dry basis
- Stack gas flow rate from the flare using EPA Method 19 or equivalent (dry basis)
- Stack gas concentrations (dry basis) of THC, CH₄, NMOC, Carbon Monoxide (CO), Nitrogen Oxides (NO_x), Sulfur Dioxide (SO₂), and O₂
- NMOC, THC, and methane destruction efficiency achieved by the flare
- The average combustion temperature in the flare during the test duration

Three samples of the stack gas will be taken for analysis.

WSP will contract a California Air Resources Board-approved contractor to perform the source testing activities. The source testing activities will include preparation of the source test protocol, equipment calibration, sample

collection, analyses, and data reduction. WSP will review the source test protocol to determine consistency with the sampling protocols, perform quality assurance checks of the collected data, and review the draft and final reports for completeness and accuracy.

A report presenting the results of the test will be prepared and presented to the Authority for review within 45 days of the completion of the test. The final report is due to the BAAQMD 60 days after testing has occurred.

Task 1.5 – Project Management

Project management occurs on a day-to-day basis to monitor work activities, review data, review reports, maintain routine communications with the client and other parties, and to meet periodically with the Authority to review the status of all elements of the project.

Task 2 – Routine Compliance Reporting

The scope of work presented below describes the activities required to keep the Authority informed of operational and compliance issues and to document compliance with regulatory conditions.

Task 2.1 - Flare Operations Review

WSP will periodically review and/or download flare operating data either from the Yokogawa Data Acquisition System (DAS) or Relilink. Routine communications will be maintained with the Authority and the site manager concerning flare operations. In the event the flare data shows that any key operating parameter is not within compliance limits, the Authority will be contacted as soon as practical following the determination to initiate corrective action.

Task 2.2 - Monthly Reporting

Monthly reports will be submitted to the Authority within 20 days following the end of each month. These reports will summarize all activities performed during the month and present collected data in a tabular format. Collected data will be checked against regulatory standards for compliance. Recommendations for data that is out of compliance will be made to ensure that progress towards compliance is being achieved. Monthly reports will be formal written reports.

Task 2.3 – Annual Title17 Report

WSP will prepare an annual report that summarizes procedures and results of the annual monitoring to be included in the annual Title 17 report.

The Title 17 annual report will include:

- Landfill name, owner, address, and SWIS number
- Total volume and average composition of landfill gas collected
- Gas control device type, year of installation, rating, fuel type, total amount of landfill gas combusted, and methane destruction efficiency
- Date the GCCS was installed and in full operation
- GCCS downtime exceeding one hour and five calendar days
- Wellhead monitoring results

- Flare operating parameters records
- Expected landfill gas generation flow rate
- Landfill SEM monitoring results
- Most recent topographic map of the site showing areas with final cover
- Flare source test report

The report is to be submitted by March 15. A draft of the report will be submitted to the Authority approximately two weeks prior to the due date for review and approval. Upon receipt of your comments, WSP will finalize and submit the annual report to the BAAQMD and the Authority electronically.

Task 2.4 - Annual BAAQMD Report

BAAQMD Rule 8-34 requires an annual report that includes compliance activities conducted pursuant to Rule 8-34. WSP will provide the necessary materials and labor to assemble, review, and summarize the operations monitoring data and prepare the report for Authority review and approval.

The following records are required to be included in the annual report:

- Operating records which consists of equipment operating logs, emission and collection system downtime, flare operating records, waste acceptance rates and in place waste tonnage
- Landfill component leak check monitoring records and results
- Monthly wellhead monitoring records
- Landfill SEM monitoring results
- Cover integrity monitoring records
- Flare continuous temperature monitoring records
- Gas flow meter records from the Yokogawa DAS or Relilink
- Flare source test report

The annual reporting period is February 1 through January 31. The report is to be submitted by the end of February. A draft of the report will be submitted to the Authority approximately two weeks prior to the due date for review and approval. Upon receipt of your comments, WSP will finalize and submit the annual report to the BAAQMD and the Authority via electronically.

Task 2.5 - Annual Greenhouse Gas Reports

The USEPA and the California Air Resources Board (CARB) require annual greenhouse gas reports. The USEPA requires the completion of an annual online emissions inventory. CARB requires a report that describes greenhouse gas monitoring activities. WSP will prepare and submit these reports using the same format as previously used.

Task 2.6 – Project Management

Project management occurs on a day-to-day basis to monitor work activities, review data, review reports, maintain routine communications with the client and other parties, and to meet periodically with the Authority to review the status of all elements of the project.

Task 3 – Non-Routine Services

Task 3.1 – Non-routine Services

Non-routine activities include special tasks that are aimed at controlling LFG migration, improving collection system performance, and achieving and maintaining regulatory compliance. These tasks will be identified during routine compliance and OM&M activities and be developed through discussions between the Authority and WSP. WSP will undertake these work efforts as required, after receiving authorization to proceed from the Authority.

Non-routine services could include, but are not limited, to: additional site visits to re-monitor wells or obtain compliance data; special engineering work, such as calculations or studies; or other work essential to achieving and maintaining LFG system compliance. Non-routine services are considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. Non-routine services may also include system design, plans/drawings and various other engineering services.

BAAQMD is becoming more stringent regarding the classification and reporting of shutdowns. Often shutdowns, particularly those caused by a power outage, have been classified as maintenance with the shutdown time allocated to the 240 hours per year allowed for inspection and maintenance activities. BAAQMD in its November 5, 2018 Compliance Advisory makes it clear that, in general, they consider an unplanned shutdown to be a breakdown and that BAAQMD must be notified and a Reportable Compliance Activity (RAC) form submitted. Breakdown relief can be requested and BAAQMD may determine not to take enforcement action if emissions are in compliance.

Non-routine services will include preparing and submitting a RCA following an unplanned shutdown.

Task 3.2 – Emergency Services

The Authority is the primary responder to flare shutdowns. In those cases where Authority personnel are not available and at the Authority's request, WSP will acknowledge and respond. WSP will inform the Authority of the actions taken as soon as practical after initiating a response. WSP will also inform the BAAQMD as necessary to meet compliance obligations.

WSP will work with the Authority's personnel with respect to the need for additional labor, procurement of parts, or coordination of subcontractors to respond to an emergency situation.

Task 3.3 – Project Management

Project management will be required to coordinate non-routine and emergency services on an as-needed basis.

Section 2 - Assumptions

This proposal is based on the following assumptions:

- A WSP field technician will perform two site visits per month

- Surface emissions monitoring will be conducted annually on a 100-foot grid
- Minor wellfield and flare station maintenance will require no more than one hour per occasion
- The Authority will continue to provide a site supervisor who will be the first responder to flare callouts
- The Authority will be responsible for leachate removal, as needed, to maintain wellhead compliance

Section 3 - Schedule

Our current contract with the Authority expires on June 30, 2024. WSP proposes to provide the services described herein beginning July 1, 2024. The term of service is for twelve consecutive months.

The OM&M schedule includes the following elements:

- Monthly – Two field visits, wellfield monitoring, one remonitoring if required, inspection, and minor maintenance activities
- Annually – Flare source test and surface emissions monitoring
- Annually – Data Update Form

The compliance schedule includes the following due dates:

- Monthly – Monthly reports to be submitted to the Authority for review within 20 days after the end of the month
- February 28 – Annual BAAQMD Report
- March 15 – Annual Title 17 Report
- April 1 - USEPA Greenhouse Gas Emissions Report

Non-routine tasks will be performed on an as-needed basis. Project management activities will be continuous throughout the project.

Section 4 – Key Personnel

The project staff currently providing service to the Authority are proposed to continue to provide service to the Authority, as presented below.

- Kris Johnson will act as the Project Director, providing oversight of all activities
- Damon Minarich will act as the Project Manager, performing daily data review, working with field staff, and reviewing all documents to be submitted to regulatory agencies and the Authority
- Jonathon Martinez will be responsible for assuring all data sets are complete, prepare reports, and monitor trends in the data
- Steve Giacomini will be the field technician adjusting wellheads, performing routine and non-routine maintenance, collecting all monitoring data, and working with Authority staff to assure compliant operation

Resumes for key personnel will be provided upon request.

Section 5 - Budget

The services proposed herein will be performed on a time and materials basis in accordance with WSP's Professional Services Rate Schedule for 2024, as shown in Attachment A.

The estimated cost and proposed scope of work are based on information available to WSP at this time and the listed assumptions. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. The total cost will not be exceeded or the scope of work altered without the express written consent of the Authority.

WSP suggests a budget of approximately \$32,000 to cover non-routine services. Please be aware that the extent of non-routine related services and expenses cannot be predicted and will depend on actual conditions and events.

The cost estimate for the proposed scope of work is presented in the table below. Project management budgets are included in the total labor cost. Please see attached rate sheet for updated labor pricing.

Labor Hour and Budget Estimate

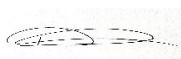
Task	Task Description	Estimated Hours	Labor Cost	Subcontract and ODC	Estimated Cost
1	Routine OM&M Activities	346	\$54,836	\$26,128	\$80,964
2	Routine Compliance Reporting	298	\$45,548	\$0	\$45,548
3	Non-routine Services	200	\$30,732	\$1,450	\$32,182
Total Project Estimate		844	\$131,116	\$27,578	\$158,694

We appreciate the opportunity to provide this proposal to the Authority and look forward to working with you on this important project. If the scope of work and cost are acceptable, please provide your written authorization to proceed.

If you have any questions or need additional information, please contact Damon Minarich 916-521-8438.

Sincerely,

Damon Minarich
WSP USA Inc.



Damon Minarich
Senior Technician



Kris Johnson
Vice President, Geology

DWM/KJ/dwm

CC: Chris Celsi

Attachments: Attachment 1 – WSP 2024 rate schedule

[https://wspnlinenam-my.sharepoint.com/personal/damon_minarich_wsp_com/documents/misc folder/projects/acsl monthly/2024-2025 proposal/acsl fy24-25 proposal-final.docx](https://wspnlinenam-my.sharepoint.com/personal/damon_minarich_wsp_com/documents/misc%20folder/projects/acsl%20monthly/2024-2025%20proposal/acsl%20fy24-25%20proposal-final.docx)

Attachment 1

WSP 2024 Rate Schedule



**Professional Rate Schedule
FOR WSP Earth & Environment
US West Region
Effective January 1, 2024**

Invoices include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

CONSULTANTS & DIRECTORS	RATE	ADMINISTRATIVE SUPPORT	RATE
P1 - Assistant Consultant	\$120	S2 - Project Coordinator	\$93
P2 - Associate Consultant	\$135	S3 - Sr. Project Coordinator	\$111
P3 - Consultant	\$156	S4 - Administrative Specialist	\$126
P4 - Sr. Consultant	\$177	S5 - Sr. Administrative Specialist	\$156
P5 - Lead Consultant	\$208		
P6/L1 - Sr. Lead Consultant	\$241		
P7/L2 - Director	\$286		
P8/L3 - Sr. Director	\$297		
E1 - Principal Director	\$310		

TECHNICIANS	RATE	ENGINEERING/DESIGN SUPPORT	RATE
T0 - Technician Assistant	\$83	LD1 - Coordinator, Technical Engineering Support	\$97
T1 - Coordinator, Technician	\$104	LD2 - Sr. Coordinator, Technical Engineering Support	\$112
T2 - Sr. Coordinator, Technician	\$125	LD3 - Specialist, Technical Engineering Support	\$130
T3 - Specialist	\$146	LD4 - Sr. Technical Engineering Support Specialist	\$154
T4 - Sr. Technician	\$156	LD5 - Lead Design/Technical Engineering Support Specialist	\$170
T5 - Lead Technician	\$170		

Notes:

The above rates are subject to revision.

Rates are in US Dollars (\$US)

¹ A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

² Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

³ Rates for laboratory services and use of company owned equipment will be provided upon request.

⁴ The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

⁵ The rates noted herein do not contemplate prevailing wage law requirements. A separate rate sheet will be provided if and to the extent prevailing wage applies.

WSP USA INC.
UNIT CHARGE FORM
COST CENTER #:

Attachment 2

1813

Site: ACSL
Description of work: _____
Form prepared by: _____

Project No.: _____
Phase/Task No.: _____
Field Dates: _____

DESCRIPTION	VALUE	RATE	QUANTITY	TOTAL COST
Field Vehicle	\$150	day		
Vehicle Mileage	\$0.585	mile		
Bridge Toll	\$4 - \$6	toll		
GPS Unit	\$25	day		
Generator	\$55	day		
Metal Detector	\$50	day		
Meter, Analyzer & Extractor (GEM)	\$110	day		
Meter, 4-Gas Monitor	\$12	day		
Meter, Combustion Gas Analyzer	\$155	day		
Meter, GPS/FID (Trimble)	\$280	day		
Meter, Nuclear Density Gauge	\$150	day		
Meter, Organic Vapor Analyzer (PID)	\$110	day		
Meter, Turbidity	\$25	day		
Water Multimeter	\$75	day		
FC-88 Flow Calculator	\$100	use		
Probe, Inclinator Probe & Digital Readout	\$150	day		
Probe, Water Level Indicator (<500')	\$20	day		
Probe, Water Level Indicator (500')	\$35	day		
Probe, Water Level Indicator (500')	\$100	week		
Probe, Water Level Indicator (500')	\$300	month		
Pump, Air Sampling	\$10	day		
Pump, Peristaltic	\$25	day		
Pump, Rediflo/Purge	\$75	day		
Pump, Trash	\$50	day		
Deionized Water	\$0.50	gal		
Field Sample Filter	\$18	each		
Sampling Line (string)	\$4	roll		
Standard Nitrile Gloves, pair	\$8	dozen		
Heavy Duty Nitrile Outer Gloves, pair	\$2	each		
Bailers, weighted, disposable (36")	\$10	each		
HDPE Pipe Fusion Machine	\$150	day		
Hand Auger	\$30	day		
Soil Gas Sample Kit	\$150	day		
Stainless Steel Sample Tubes w/end caps	\$10	each		
Tubing, C-Flex (L/S-15)	\$3	foot		
Tubing, LDPE (1/4")	\$0.50	foot		
Tubing, Teflon (1/4")	\$4	foot		
Tubing, Viton (L/S-15)	\$12	foot		

OTHER

Per Location Charge Sampling	\$35.00	Per Loc		

TOTAL _____



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-755

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Third Amendment to Agreement 2020-03 with Aptim Environmental and Infrastructure, LLC

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign the Third Amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for routine and non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2024, to June 30, 2025, with an annual amount not to exceed \$200,000. This is an increase of \$5,750 over last year's amount.

EXECUTIVE SUMMARY

APTIM Environmental & Infrastructure, LLC provides technical consulting services for the American Canyon Sanitary Landfill (ACSL) and the Devlin Road Transfer Station (DRTS) sites. Tasks include semi-annual field sampling, monitoring and results reporting to the Regional Water Quality Control Board, CalRecycle and other regulatory agencies as well as field/tank sampling and quarterly reporting related to leachate disposal. DRTS tasks include mandatory storm water monitoring and annual reporting to the Regional Water Quality Control Board. Aptim also has the ability to perform repairs and emergency services that might be required on short notice to keep the Landfill in compliance with its environmental permits or respond to emergencies. The current agreement expires June 30, 2024. The proposed Amendment would provide a one-year extension to June 30, 2025, to ensure continuity of services. Aptim has proposed a \$5,750 increase over last year's price. However, over the years of service, Aptim has continued to provide these services at significantly less than their contracted price.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2020-03**

PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT 2020-03 is made and entered into as of this 9th day of May, 2024, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as “AUTHORITY,” and Aptim Environmental & Infrastructure, LLC, hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Parties entered into Agreement 2020-03 (“Agreement”) which authorized Consultant to provide environmental monitoring services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on April 7, 2022, the Board of Directors of AUTHORITY (“Board”) approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Board approved the Second Amendment to the Agreement extending the contract duration to June 30, 2024, and updating the labor rates; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract duration to June 30, 2025, update the labor rates, and adopt the scope of services to be performed in Fiscal Year 2024-2025;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said

expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated March 14, 2022 attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 23, 2024, attached hereto as Exhibit "A-3" and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

- (a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and incorporated by reference herein. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Table 3 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-3."

- (b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B." Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Table 4 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-3."

- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of Two Hundred Ten Thousand Seven Hundred and Five Dollars (\$210,705.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. For Fiscal Year 2022-2023, the maximum payment for professional services shall be a total of One Hundred Eighty Three Thousand Seven Hundred Dollars (\$183,700.00); for Fiscal Year 2023-2024, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Four Thousand Two Hundred and Fifty Dollars (\$194,250.00); for Fiscal Year 2024-2025, the maximum payment for professional services shall not exceed a total of

Two Hundred Thousand Dollars (\$200,000.00); all provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. The proposal letter from Aptim Environmental & Infrastructure dated April 23, 2024, is attached hereto as Exhibit "A-3" and hereby incorporated by reference.

5. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Third Amendment shall remain in full force and effect.

6. This Third Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT by and through its duly authorized officer(s).

APTIM Environmental & Infrastructure, LLC

By: _____

By: _____

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
LEON GARCIA, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>April 25, 2024</u> PL Doc. No. 113735</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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April 23, 2024

Mr. Chris Celsi, Executive Director
Napa-Vallejo Waste Management Authority (NVWMA)
1195 Third Street, Room B-10
Napa, California 94559-3082

**RE: American Canyon Sanitary Landfill and Devlin Road Transfer Station
Proposed FY 2024–2025 Scope of Services and Budget
for Environmental Monitoring and Non-Routine Services**

Dear Mr. Celsi:

Aptim Environmental & Infrastructure, LLC (APTIM) is submitting this proposal to the Napa-Vallejo Waste Management Authority (NVWMA) to provide environmental monitoring and reporting services and non-routine services for the American Canyon Sanitary Landfill and the Devlin Road Transfer Station for NVWMA's Fiscal Year (FY) 2024–2025 (i.e., July 1, 2024 through June 30, 2025). The scope of services and corresponding costs are broken down into Task Orders 1 through 9 listed below.

American Canyon Sanitary Landfill (ACSL):

- Task 1 - Semiannual monitoring of groundwater, surface water, and leachate, and quarterly monitoring of vadose zone gas.
- Task 2 - Analytical laboratory testing of monitoring samples collected under Task 1.
- Task 3 - Semiannual reporting of monitoring results.
- Task 4 - Special leachate monitoring (sampling and testing) events required by the Vallejo Flood and Wastewater District (VFWD).
- Task 5 - Reporting of leachate analytical laboratory test results (obtain under Task 4) to the VFWD.
- Task 6 - Minor well repairs (as needed).
- Task 7 - Resampling and retesting events (as needed).
- Task 8 - Non-routine services (if needed / as requested).

Devlin Road Transfer Station (DRTS):

- Task 9 - DRTS stormwater compliance services (as requested).

Environmental monitoring and reporting services at the ACSL are conducted in strict accordance with the San Francisco Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDR) Order No. R2-2019-0010 - Self Monitoring Program (SMP). A detailed discussion of the monitoring and reporting activities, broken down by task orders are presented on the following pages.

SCOPE OF SERVICES

Task 1 - Semiannual Monitoring of Groundwater, Surface Water, and Leachate, and Quarterly Monitoring of Vadose Zone Gas

Groundwater Monitoring. In accordance with the ACSL's WDR, APTIM will monitor the site's fifteen (15) groundwater monitoring wells semiannually. Groundwater monitoring includes field measurement of groundwater levels, pH, electrical conductivity, temperature, turbidity, and dissolved oxygen at each well. Further, groundwater monitoring includes environmental sampling at each well for analytical laboratory testing of the analytes required by the WDR-SMP (Table B-1). The list of groundwater monitoring wells to be monitored and the parameters to be monitored for are summarized on **Table 2** in Attachment 1. The required 5-year constituents of concern (COC) analytes to be monitored for are also shown on **Table 2** (Attachment 1). The next 5-year COC monitoring event will be performed in the third quarter of 2026.

Leachate Monitoring. In accordance with the ACSL's WDR-SMP, APTIM will monitor (i.e., measure and record) the leachate levels in the LFG extraction wells, the dual extraction wells, and the leachate sumps semiannually, prepare semiannual leachate level contour maps with the corresponding field data, and include the field data and contour maps in the semiannual monitoring reports. The required leachate level monitoring points are shown on **Table 1** (Attachment 1).

The ACSL's WDR requires semiannual reporting of the monthly leachate volumes pumped to the Vallejo Flood and Wastewater District (VFWD) - Wastewater Treatment Plant (WWTP). APTIM assumes the NVWMA will provide to APTIM these monthly volumes based on their monthly recorded leachate meter readings. APTIM will report these monthly volumes in the semiannual reports.

Surface Water. In accordance with the ACSL's WDR, APTIM will monitor surface water from the slough located on the east side of the site, which flows into the Napa River. APTIM will monitor in two locations — at an upstream monitoring point (S-1), and a downstream monitoring point (S-2). Sampling and analytical laboratory testing will take place as the tide is receding to best show the effects of site recharge to the slough. Samples will be collected and tested on a semiannual basis for the monitoring parameters listed on **Table 2** (Attachment 1).

Vadose Zone Landfill Gas. Quarterly vadose zone landfill gas (LFG) probe monitoring will be conducted at the seven (7) LFG monitoring probes (MP-1 through MP-7), and the two (2) on-site facilities (maintenance building and LFG flare station). The monitoring of LFG (i.e., methane, carbon dioxide, oxygen, temperature) will be conducted in the field with a LANDTEC GEM™ landfill gas analyzer (or equivalent). The results will be included in the semiannual reports as described in Task 3. Any additional services for LFG monitoring and reporting or special assessments due to regulatory exceedances, if necessary, will be billed on a time and material basis to the Non-Routine Services Task Order No. 8 cost code, and will be performed only upon prior approval of scope and budget by the NVWMA.

Task 2 - Analytical Laboratory Testing of Task 1 Monitoring Samples

APTIM will submit the groundwater and surface water samples (collected under Task 1) to Pace Analytical for analytical laboratory testing of parameters required by the WDR-SMP, and as shown on **Table 2** (Attachment 1). APTIM will work closely with Pace Analytical to obtain high quality analytical test reports and results. In order to simplify the billing process, APTIM will incorporate the Pace Analytical laboratory costs into our monthly invoicing to the NVWMA at costs plus 10 percent to cover administrative services. The estimated laboratory costs are shown on **Table 3** (Attachment 1).

Task 3 - Semiannual Reporting of Monitoring Results

In accordance with the ACSL's WDR, results of the ACSL semiannual environmental monitoring of groundwater, surface water, leachate, and LFG, as well as the required on-site observations, are to be reported semiannually to the RWQCB.

Semiannual Monitoring Reports. Monitoring reports will be prepared semiannually and submitted by April 30 and October 31, following the respective monitoring event period. The reports will include the following, as required in the ACSL's WDR:

- Transmittal letter discussing compliance, noted violations, corrective actions taken.
- Tables of the groundwater, surface water, leachate, and vadose zone gas monitoring results.
- Tables of the monthly leachate discharge volumes.
- Tables of the leachate analytical results for discharges to the VFWD.
- Certified analytical reports including laboratory quality control reports.
- Evaluation of the groundwater and surface water quality.
- Groundwater / leachate contour map.
- Sampling, equipment, and purging details.
- Map of observations and monitoring points.
- An evaluation of the effectiveness of the leachate monitoring and extraction facilities which includes:
 - Evaluation of the leachate mound within the landfill, and
 - Summary of leachate volumes removed from the landfill.
- Standard observations summary and certification (to be supplied by NVWMA staff).

Additionally, the second semiannual report will include a summary narrative of annual monitoring results and performance from both first and second semiannual monitoring events. The semiannual monitoring reports will be submitted to the RWQCB and the Napa County Local Enforcement Agent (LEA) on CD disks in PDF format and emailed to the NVWMA in PDF format. The semiannual reports and data will be uploaded to the RWQCB GeoTracker website in conformance with the RWQCB GeoTracker requirements.

Groundwater and Surface Water Data Evaluation. The ACSL's WDR requires the comparison of groundwater and surface water analytical laboratory test data to the corresponding maximum contaminant levels (MCLs). APTIM will use Federal and California MCLs to evaluate the data when MCLs exists. APTIM will use the Sanitas™ software program to statistically evaluate the inorganic data using concentration limits in accordance with the approved Water Quality Protection Standard.

The ACSL's WDR notes that if a concentration limit is exceeded, the NVWMA must immediately resample the compliance point and submit a report in writing to the RWQCB within seven days of the exceedance. If the resampling confirms the exceedance, an Evaluation Monitoring Program (EMP) may be implemented at the direction of the Regional Water Board. Monitoring will continue per the DMP. If required by the Executive Officer, the EMP shall be implemented to determine the nature and extent of any release detected by the DMP.

Leachate Monitoring Evaluation and Reporting. APTIM will include the results of the leachate monitoring events and an evaluation of the effectiveness of the leachate extraction system. Specifically, the following information will be included in the semiannual reports:

- A discussion of the leachate monitoring wells and collection sumps.
- Leachate levels measured semiannually from the LFG extraction wells, the dual extraction wells, and the leachate sump.
- Leachate level contour maps for the first and second semiannual monitoring events.
- An evaluation of the effectiveness of the leachate extraction system.

APTIM will also include in the semiannual reports, the analytical laboratory test results for the leachate samples collected from the five (5) on-site leachate tanks, as required by the Vallejo Flood and Wastewater District. *Refer to the Task 4 scope of services (below) for the VFWD leachate tank sampling, testing, and reporting requirements.*

Vadose Zone Landfill Gas Monitoring Results. APTIM will include the quarterly monitoring results for the seven (7) LFG monitoring probes (MP-1 through MP-7) and the two (2) on-site facilities (maintenance building and LFG flare station) in the semiannual monitoring reports.

Task 4 - Special Leachate Monitoring (Sampling and Testing) Events Required by the VFWD

In accordance with the ACSL's Vallejo Flood and Wastewater District (VFWD) - Wastewater Discharge Permit, leachate sampling, analytical laboratory testing, and reporting to the VFWD is required prior to discharge of the ACSL leachate to the VFWD – Wastewater Treatment Plant (WWTP). The following leachate monitoring program was implemented to assure that the leachate from the landfill does not exceed the VFWD's discharge acceptance criteria limits:

- Environmental samples will be collected quarterly from each of the five (5) ACSL leachate storage tanks for analytical laboratory testing of the monitoring parameters required by the VFWD Discharge Permit, as shown on **Table 2** (Attachment 1). In addition to the required quarterly monitoring, individual tanks will be sampled and tested whenever the tank is full / at capacity prior to its pump out and delivery to the VFWD - WWTP. *Note, the analytical laboratory testing fees are paid directly by the NVWMA.*
- The analytical laboratory test results for the individual leachate tanks will be sent to the VFWD to gain permission/ approval prior to discharging to the VFWD WWTP.

The VFWD monitoring program was developed to confirm that leachate from the ACSL stays within the VFWD's discharge acceptance criteria limits. The VFWD monitoring program is in addition to the routine semiannual monitoring and reporting described in Task 2 and Task 3, respectively.

Task 5 - Quarterly Reporting to the VFWD of Leachate Test Results

The VFWD has established criteria for acceptance of leachate at their WWTP. The ACSL analytical laboratory test results for the leachate samples collected under Task 4, will be summarized in a letter report with the VFWD acceptance criteria, and submitted to the VFWD and the NVWMA. If the leachate analytical test results exceed any of the VFWD acceptance criteria, APTIM will call the NVWMA and the VFWD upon discovery. The results of the analytical laboratory tests for the individual leachate tanks will be sent to the VFWD to gain permission / approval prior to discharging leachate to the VFWD WWTP.

Task 6 - Minor Well Repairs (As Needed)

Normal wear and tear of wells from use and exposure requires the periodic need for repairs. We have included costs for minor well repairs if needed during the year. If required, services will be billed on a time and expense basis only after receiving authorization to complete the work from the NVWMA. If a drill rig is required to replace or abandon a well, a separate cost estimate will be prepared under the non-routine contract.

Task 7 - Retest Events (As Needed)

In the event that one or more of the wells or leachate tanks need to be retested due to the exceedance of a concentration limit, costs for a retesting event are included under Task 7. These costs are based on a one-day sampling event and a lump sum for analytical costs. If a retest event is required, it will be billed on a time and expense basis only after receiving authorization from the NVWMA.

Task 8 - Non-Routine Services (As Needed)

Non-Routine Services (Non-Emergency). Non-routine services may be identified during routine monitoring activities conducted by APTIM, and during discussions between the NVWMA and APTIM. Non-routine services may include:

- Additional groundwater, surface water, or gas probe monitoring.
- Sampling, analytical laboratory testing, and evaluation of leachate seeps if they occur.
- Preparation of work plans for groundwater, surface water, or landfill gas related issues requested by the RWQCB, the LEA, and/or CalRecycle.
- Maintenance, repair, and / or replacement of various site equipment, systems, and features that may be compromised:
 - compressor equipment,
 - conveyance piping,
 - leachate sumps,
 - LFG electrical systems,
 - groundwater wells, extraction wells, and/or monitoring probes,
 - areas affected by localized settlement requiring regrading,
 - LFG flare and/or blower equipment, and
 - leachate tank farm components.

Non-Routine Emergency Services. Non-routine emergency services could consist of emergency situations requiring immediate response to restore the operation of one of the ACSL environmental control systems for management of LFG, leachate, groundwater, and/or surface water. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operation are relatively minor in scope. If upon response to the site, during a call-out event, APTIM determines that the actions required are major in scope, we will perform only the work required at that time to ensure no safety hazard exists. APTIM will continue to work with the NVWMA's personnel with respect to site-specific call out and personnel contact procedures required to effectively implement these services.

Task 9 – DRTS Stormwater Compliance Services (As Needed)

APTIM understands the DRTS contracts with another consultant to provide the regulatory required stormwater sampling, analytical laboratory testing services, SMARTS Data Entry, and routine compliance reporting. APTIM has included a budget of **\$4,800** to supplement these services, if needed — specifically to assist with the annual stormwater compliance reporting, amend the SWPPP, provide training, and complete exceedance response action reporting.

PROPOSED BUDGET

A cost estimate of **\$200,000** for the **NVWMA's 2024-2025 Fiscal Year Budget** for the Tasks 1 through 9 services (described above) is included on **Table 3** (Attachment 1). A copy of our **2024–2025 Rate Table** is provided on **Table 4** (Attachment 1). If this proposal is acceptable to the NVWMA, please send us a new Professional Services Agreement (PSA) for the 2024–2025 FY to authorize the work. You can email the 2021–2022 FY PSA to me at pamela.thomas@aptim.com. These services are subject to mutually negotiable terms and conditions.

If you should have any questions, please call me at 630.444.1644. Thank you for the opportunity to serve you.

Sincerely,

Aptim Environmental and Infrastructure, LLC



Pamela Thomas
Project Manager

Enc.: Attachment 1:

- Table 1 – ACSL Environmental Monitoring Locations
- Table 2 – Summary of ACSL Monitoring Parameters and Schedule
- Table 3 – APTIM's Proposed 2024-2025 FY Cost Estimate
- Table 4 – APTIM 2024–2025 Rate Table

ATTACHMENT 1

TABLES 1 - 4

TABLE 1
American Canyon Sanitary Landfill
Environmental Monitoring Locations

Landfill Gas (Vadose Zone) Monitoring (9)	Groundwater Monitoring Wells (15)	Leachate / Liquid Levels Monitoring Locations (97)							Surface Water Sampling Locations (2)	Leachate Tank Sampling As Required by VFWD
		LFG / Leachate Dual Extraction Wells (34)		Landfill Gas (LFG) Extraction Wells (48)				Leachate Sumps (14)		
Quarterly	Semiannual	Semiannual		Semiannual				Semiannual	Semiannual	See Below
<u>LFG Probes :</u>	G-1	L-1	L-19	EW-1	EW-22	GS-2	GS-89	GR-1	S-1	Five (5) Leachate Tanks (each 27,000 gallons) are sampled / tested quarterly, and again when tanks are full and require pumpout / removal to VFWD.
MP-1	G-1D	L-2	L-20	EW-5	EW-23	GS-7	GS-90	GR-2	S-2	
MP-2R	G-2	L-3	L-22	EW-7	EW-24	GS-18	GS-93	GR-3		
MP-3R	G-2DR	L-4	L-23	EW-8	EW-25	GS-19	GS-94	GR-4		
MP-4R	G-3A	L-5	L-24	EW-10	EW-26	GS-21	GS-96	GR-5		
MP-5R	G-3D	L-6	L-25	EW-11	EW-27	GS-23	GS-97	GR-6		
MP-6R	G-4R	L-8	L-26	EW-12	EW-28	GS-25	GS-98	GR-7		
MP-7R	G-6AR2	L-9	L-27	EW-14	EW-29	GS-29	GS-99	GR-8		
	G-7A	L-10	L-28	EW-15		GS-41		GR-9		
<u>On-Site Facilities :</u>	G-8	L-11	L-29	EW-16		GS-59		GR-10		
LFG Flare Station	G-9R	L-12	L-30	EW-17		GS-61		GR-11		
Maintenance Bldg	G-10	L-13	L-31	EW-18		GS-69		GR-12		
	G-12	L-14	L-32	EW-19		GS-70		GR-13		
	GW-4	L-15	L-33	EW-20		GS-76		GR-14		
	GW-6	L-16	L-34	EW-21		GS-77				
		L-17	L-35			GS-85				
		L-18	L-36			GS-88				

Source: APTIM Environmental & Infrastructure, LLC - Monitoring Work Plan, WDR Order No. R2-2019-0010, and VFWD Leachate Tank Sampling / Testing Requirements.

Notes:

- Seven (7) landfill gas probes (MP-1 through MP-7) and two (2) on-site facilities (maintenance building and LFG flare station) are monitored quarterly for methane, oxygen, and static pressure using a LANDTEC GEM™ gas analyzer equipment (or equivalent) in field.
- Groundwater levels are measured semiannually at fifteen (15) groundwater monitoring wells, and groundwater samples are collected semiannually for analytical laboratory testing.
- Leachate levels are monitored semiannually at thirty-four (34) dual extraction wells ("L-"), forty-eight (48) gas extraction wells ("EW-" and "GS-"), and fourteen (14) leachate sumps ("GR-").
- Surface water samples are collected semiannually at two locations (S-1 and S-2) for analytical laboratory testing (same as groundwater wells).

Table 2 - ACSL Monitoring Parameters

GROUNDWATER MONITORING (POC) WELLS

15 in number: G-1, G-1D, G-2, G-2DR, G-3A, G-3D, G-4R, G-6AR2, G-7A, G-8, G-9R, G-10, G-12, GW-4, and GW-6

Monitoring Event	Frequency	Parameters
Constituents of Concern (POC Wells)	Once every five (5) years Next COC Report due in 2026 (previous COC Report was 2021)	Monitoring Parameters & Volatile Organic Compounds (Subtitle D Appendix I) Dissolved Metals - As, Ba, Co, Cr, Hg, Ni, Se, Ag, Sn, V, Zn Field Parameters – pH, electrical conductivity, temperature, turbidity, and dissolved oxygen
Monitoring Parameters (MPs) (POC Wells)	Semiannual <u>1st Report due April 30</u> <u>2nd Report due October 31</u>	Total Dissolved Solids Volatile Organic Compounds (Subtitle D Appendix I) Field Parameters – pH, electrical conductivity, temperature, turbidity, and dissolved oxygen
Groundwater & Leachate Levels	Semiannual	As detailed in Part A of WDR
Standard Observations	Semiannual	As detailed in Part A of WDR

Table 2 - ACSL Monitoring Parameters
(continued)

LEACHATE COLLECTION SYSTEM WELLS

97 in number: L-1 through L-20, L-22 through L-36,
EW-1, EW-5, EW-7 through EW-12, EW-14 through EW- 29,
GS-2, GS-7, GS-18, GS-19, GS-21, GS-23, GS-25, GS-29,
GS-41, GS-59, GS-61, GS-69, GS-70, GS-76, GS-77, GS-85,
GS-88, GS-89, GS-90, GS-93, GS-94, GS-96, GS-98, GS-99,
and GR-1 through GR-14

Monitoring Event	Frequency	Parameters
Monitoring Parameters (MPs) Sampling Point - Leachate Tank Parameters from POTW requirements	Semiannual <u>1st Report due April 30</u> <u>2nd Report due October 31</u>	Dissolved Metals - As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn Total Dissolved Solids Total Phenols Total Cyanide Total Oil and Grease Total Suspended Solids Biological Oxygen Demand Organochlorine Pesticides and PCBs Field Parameters – pH

Source: WDR Table B-1.

Note: "POC" is point of compliance.

TABLE 3																						
Proposed Cost Estimate Fiscal Year 2024-2025																						
American Canyon Sanitary Landfill and Devlin Road Transfer Station																						
Labor Titles / Rates			American Canyon Sanitary Landfill (ACSL)																Devlin Road Transfer Station (DRTS) Stormwater Compliance As-Needed Services		TOTAL LABOR COSTS	
			Semiannual Field Monitoring & Sampling Events		Semiannual Analytical Laboratory Testing		Semiannual Reporting		VFWD Leachate Tank Field Monitoring & Smping Events		VFWD Reporting		Minor Well Repairs		Resampling / Retesting Events		Non-Routine Services					
			TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9			
Labor Title	2023-2024 Labor Rate	2024-2025 Labor Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Engineer V (Stephanie Hamilton)	\$ 195	\$ 205		\$ -	-	\$ -	-	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	2	\$ 410		\$ -	2	\$ 410
Geologist V (Dan Easter / Matt Curtis)	\$ 175	\$ 175	12	\$ 2,100	-	\$ -	24	\$ 4,200		\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,100	-	\$ -	48	\$ 8,400
Project Manager IV / Engineer IV (Pam Thomas)	\$ 145	\$ 165	20	\$ 3,300	-	\$ -	80	\$ 13,200	10	\$ 1,650	50	\$ 8,250	-	\$ -	-	\$ -	80	\$ 13,200	-	\$ -	240	\$ 39,600
Scientist III (Cassie Tremblay)	\$ 135																					
Engineer II / Geologist II (Ethan Diedrick / Simone Boudreau)	\$ 115	\$ 115	32	\$ 3,680	-	\$ -	120	\$ 13,800	32	\$ 3,680	140	\$ 16,100	4	\$ 460	4	\$ 460	24	\$ 2,760	-	\$ -	356	\$ 40,940
Environmental Technician IV (Paul Weinhardt)	\$ 115	\$ 120	72	\$ 8,640	-	\$ -		\$ -	312	\$ 37,440	-	\$ -	8	\$ 960	16	\$ 1,920	-	\$ -	-	\$ -	408	\$ 48,960
Scientist IV (Jim Teo)	\$ 150	\$ 150		\$ -	-	\$ -		\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -		\$ -	32	\$ 4,800	32	\$ 4,800
CAD Designer III (Terry Schaeffer)	\$ 110	\$ 115		\$ -	-	\$ -	12	\$ 1,380		\$ -	-	\$ -	-	\$ -	-	\$ -		\$ -	-	\$ -	12	\$ 1,380
Administrative Assistant III (Kathy Ditore)	\$ 85	\$ 85	-	\$ -	-	\$ -	-	\$ -	8	\$ 680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 680
TOTAL LABOR COSTS:			136	\$ 17,720	-	\$ -	236	\$ 32,580	362	\$ 43,450	190	\$ 24,350	12	\$ 1,420	20	\$ 2,380	118	\$ 18,470	32	\$ 4,800	1,106	\$ 145,170
Direct Expenses			Semiannual Field Monitoring & Sampling Events		Semiannual Analytical Laboratory Testing		Semiannual Reporting		VFWD Leachate Tank Field Monitoring & Smping Events		VFWD Reporting		Minor Well Repairs		Resampling / Retesting Events		Non-Routine Services		DRTS Stormwater Compliance Services		TOTAL DIRECT EXPENSES	
			TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9			
Pace Analytical Laboratory, Envirotech - Field Equipment Rentals & Supplies, Sanitas Statistical Software Annual Renewal, Pine Environmental (Composite Sampler Rental), Other Subcontractors			\$ -		\$ 15,000		\$ -		\$ -		\$ -		\$ -		\$ 500		\$ 31,210		\$ -		\$ 46,710	
Field Expenses: Truck, Fuel, Ice, Other)			\$ 2,500		\$ -		\$ -		\$ 4,800		\$ -		\$ 150		\$ 120		\$ -		\$ 550		\$ 8,120	
TOTAL DIRECT EXPENSES:			\$ 2,500		\$ 15,000		\$ -		\$ 4,800		\$ -		\$ 150		\$ 620		\$ 31,210		\$ 550		\$ 54,830	
TOTAL COSTS:			\$ 20,220		\$ 15,000		\$ 32,580		\$ 48,250		\$ 24,350		\$ 1,570		\$ 3,000		\$ 49,680		\$ 5,350		\$ 200,000	

TABLE 4



**Aptim Environmental & Infrastructure, LLC
NVWMA FY 2024-2025 Labor Rate Schedule
for Commercial Division Staff**

<u>STAFF TITLE</u>	<u>RATE</u>
Principal	
Engineer	\$250.00
Geologist / Scientist	\$205.00
Professional Level V	
Engineer	\$205.00
Geologist / Scientist	\$175.00
Professional Level IV	
Project Manager	\$165.00
Engineer	\$165.00
Geologist / Scientist	\$150.00
Designer	\$125.00
Technican	\$120.00
Administrative Assistant	\$95.00
Professional Level III	
Project Manager	\$150.00
Engineer	\$140.00
Geologist / Scientist	\$130.00
Designer	\$115.00
Technician	\$110.00
Administrative Assistant	\$85.00
Professional Level II	
Project Manager	\$135.00
Engineer	\$115.00
Geologist / Scientist	\$115.00
Designer	\$100.00
Technican	\$95.00
Administrative Assistant	\$75.00
Professional Level I	
Project Manager	\$125.00
Engineer	\$95.00
Geologist / Scientist	\$95.00
Designer	\$90.00
Technican	\$85.00
Administrative Assistant	\$65.00

TABLE 4

(continued)



**Aptim Environmental & Infrastructure, LLC
NVWMA FY 2024-2025
Field Equipment, Supplies, & Materials Rates**

FIELD EQUIPMENT, SUPPLIES & MATERIALS

1. Truck / Vehicle Rental (per day)	\$80.00 per day
2. Fuel for Truck / Vehicle and Generator (per day)	Cost
3. GEM-5000 (per day)	\$25.00 per day
4. Field Supplies / Materials / Reimbursables (e.g., bailers, rope, gloves, ice, misc. hardware)	Cost
5. Subcontractors / Subconsultants / Vendors (e.g., Pace Analytical, Envirotech, Pine Environmental, Geotech, Sanitas, etc.)	Cost + 10% Markup
6. Water Level Indicator (per day)	No Charge
7. Conductivity / Temperature / pH Meter (per day)	No Charge
8. Multi-Parameter Water Quality Meter (per day)	No Charge
9. Water Purge Pump (per day)	No Charge



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-783

TO: Napa-Vallejo Waste Management Authority
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: First Amendment - Agreement 2023-02 Services to DRTS C&D Building

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign the First Amendment for Agreement 2023-02 with Sonoma RSA, Inc. DBA RSA+, for engineering, architectural and related services to support design and construction of the C&D Building at the Devlin Road Transfer Station, Project #17810 in an amount not to exceed \$2,220,000.

EXECUTIVE SUMMARY

The proposed contract with RSA+ will continue to provide engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project #17810. On February 22, 2022 the Authority issued a "Request for Statements of Qualifications for Design and Construction Support for a Building for Processing Construction and Demolition (C&D) Waste." Statements of qualification were received from three firms on March 25, 2022, and were evaluated by a selection committee. Interviews were conducted with the two highest rated firms. RSA+ received the highest rating from the committee and was selected to enter contract negotiations.

The proposed contract will provide services in three principal phases:

Phase 1. Planning/Updated Opinion of Probable Costs/Schematic Design/Entitlement (not to exceed \$445,000)

Phase 2. Design Development (Not to exceed \$775,000)

Phase 3. Construction Documents and Bidding (Not to exceed \$1,000,000)

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FIRST AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2023-02**

THIS FIRST AMENDMENT TO AGREEMENT 2023-02 is made and entered into as of this 9th day of May, 2024, by and between the Napa-Vallejo Waste Management Authority, hereinafter referred to as "AUTHORITY," a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq., and Sonoma RSA, Inc. dba RSA+, a California Type S Corporation, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this Amendment individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on July 14, 2022, the Parties entered into Agreement 2023-02 ("Agreement") for engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project No. 17810; and

WHEREAS, the Agreement will expire on June 30, 2024, but the Parties desire to extend the Agreement for two more years and update the fee schedule so that CONSULTANT can be available to help answer questions that may come up during construction;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 14, 2022, and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A" attached hereto and hereby incorporated by reference, including

Attachments 1 and 2 to Exhibit A. After the bidding phase of the Project, CONSULTANT shall be available to help answer questions about the design that may arise during construction of the Project, to the extent funds are available to pay CONSULTANT under section 3 of the Agreement.

3. Section 3 of the Agreement is amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment 3 to Exhibit "A," not to exceed the maximum amounts set forth in subparagraph (c). For services provided on or after July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed the maximum amounts set forth in subparagraph (c).

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Attachment 3 to Exhibit "A." For expenses incurred on or after July 1, 2024, travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed the following amounts for each of the project phases described in Attachment 1 to Exhibit "A":

Phase 1. "Planning/Updated Opinion of Probable Costs/ Schematic Design/Entitlement" shall not exceed Four Hundred Forty-five Thousand Dollars (\$445,000.00).

Phase 2. "Design Development" shall not exceed Seven Hundred Seventy-five Thousand Dollars (\$775,000.00).

Phase 3. "Construction Documents and Bidding Assistance" shall not exceed One Million Dollars (\$1,000,000.00).

The maximum total payments for professional services under this agreement for all project phases shall not exceed Two Million Two Hundred Forty-five Thousand Dollars (\$2,220,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Rate Adjustments. After December 31, 2024, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONSULTANT's written request and justification as set forth in this subparagraph. Increases may only be made once per year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted

against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONSULTANT's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONSULTANT, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. AUTHORITY may only approve CONSULTANT's request in writing.

4. This First Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement not addressed in this First Amendment shall remain in full force and effect.

5. This First Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this First Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

SONOMA RSA, INC., dba RSA+

DocuSigned by:
By: Hugh Linn
9C7CF9930B15470...

By: Hugh Linn
Principal + President

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
LEON GARCIA, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS	ATTEST: MARIE NICHOLAS Secretary of the Authority
By: <u>Thomas C. Zeleny</u> Authority Counsel	Date: _____ Processed By: _____	By: _____
Date: <u>April 24, 2024</u>	_____ Secretary of the Authority	



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024 **File ID #:** 24-706

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: FY 2024/2025 Proposed Budget Study Session

RECOMMENDATION

STUDY SESSION: Staff to present draft FY 24/25 budget for discussion.

- 1. Revenue Projections and Operations Budget; and
- 2. Operating and Capital Reserves; and
- 3. Capital Improvement Budget

EXECUTIVE SUMMARY

Per the Authority Bylaws, the Executive Director, in cooperation with the Auditor-Controller, presented the preliminary FY2024/2025 budget to the Board of Directors at their April 11, 2024 meeting. Staff will present an update to that Proposed Budget. It is anticipated that a Final Budget will be presented for adoption by the Board, with a noticed Public Hearing, at the June 13, 2024 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This is the proposed operating budget for Fiscal Year 2024/2025
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget must be adopted in order to expend funds to cover the Authority’s obligations.
Is the general fund affected?	Yes
Future fiscal impact:	None. This is only for the upcoming fiscal year.
Consequences if not approved:	Expenditures cannot be made.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa Vallejo Waste Management Authority
FY 2024 - 2025 BUDGET

Budget / Estimated Tons per Year----->

Calendar Yr 2023 total was 263,000 tons

		5/2/2024					
		270,000	263,000	276,000	281,520	287,150	292,893
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
		Est. Actuals	Final	Draft	Estimated	Estimated	Estimated
10	Total Revenue	\$ 22,000,000	\$ 22,000,000	22,756,250	\$ 23,000,000	\$ 23,000,000	\$ 24,000,000
11	Operating Expenditures						
12	Administration Total	\$ 539,000	\$ 603,000	\$ 647,576	\$ 662,000	\$ 683,000	\$ 705,000
13	Landfill Operation Total	\$ 763,000	\$ 825,000	\$ 833,674	\$ 867,000	\$ 904,000	\$ 942,000
14	Transfer Station Total	\$ 10,000,000	\$ 11,000,000	\$ 11,269,857	\$ 13,000,000	\$ 14,000,000	\$ 150,000
15	Disposal Total	\$ 7,000,000	\$ 7,000,000	\$ 7,508,702	\$ 8,000,000	\$ 9,000,000	\$ 9,000,000
16	Household Hazardous Waste Total	\$ 647,000	\$ 838,000	\$ 871,994	\$ 907,000	\$ 944,000	\$ 982,000
17	Total Operating Expenditures	\$ 19,000,000	\$ 20,000,000	\$ 21,131,803	\$ 24,000,000	\$ 25,000,000	\$ 27,000,000
18	Net From Operations	\$ 3,000,000	\$ 2,000,000	\$ 1,624,447	\$ (1,000,000)	\$ (2,000,000)	\$ (3,000,000)
19	Capital Expenditures						
20	ACSL Leachate Line Improvements	\$ 220,000	\$ 220,000	\$ 300,000	\$ -	\$ -	\$ -
21	DRTS C&D Bldg - 17810	\$ 2,050,000	\$ 750,000	\$ 9,450,000	\$ 24,400,000	\$ -	\$ -
22	Recycled Waterline Project	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
23	Levee Project	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -
24	Devlin Road Transfer Station Roof	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -
25	Future Projects	\$ -	\$ 210,000	\$ 220,000	\$ 210,000	\$ 210,000	\$ 210,000
	Total Capital Expenditures	\$ 2,270,000	\$ 2,180,000	\$ 10,370,000	\$ 25,810,000	\$ 210,000	\$ 210,000
27	Total Expenditures	\$ 21,270,000	\$ 22,180,000	\$ 31,501,803	\$ 49,810,000	\$ 25,210,000	\$ 27,210,000
28	Net Surplus (Deficit)	\$ 712,000	\$ (396,000)	\$ (8,745,553)	\$ (26,810,000)	\$ (2,210,000)	\$ (3,210,000)
29	Total Cash Balance (<i>accrual basis</i>)	\$ 23,000,000	\$ 23,000,000	\$ 14,254,447	\$ (12,555,553)	\$ (14,765,553)	\$ (17,975,553)
30	Allocation to Reserves						
31	Operating Reserve						
	Recommended Allocation	3,000,000	3,000,000	3,521,967	4,000,000	4,000,000	4,500,000
32	Capital Reserve						
	Recommended Allocation	20,000,000	20,000,000	10,732,479	(3,000,000)	(4,800,000)	(22,475,553)



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-708

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Executive Director's Report

RECOMMENDATION

Executive Director to report on Authority related activities.

EXECUTIVE SUMMARY

The Executive Director will report on recent activities relating to the Authority.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Executive Director will report on recent activities concerning the Authority.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-721

TO: Napa-Vallejo Waste Management Authority
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Extension of Agreement with Northern Recycling Waste Management Services

RECOMMENDATION

Authorize the Executive Director to exercise a one-year extension to the Agreement with Northern Recycling Waste Management Services (NROWS) for operation of the Devlin Road Transfer Station.

EXECUTIVE SUMMARY

The Authority's contract with NROWS for operation of the Devlin Road Transfer Station is expiring on December 31, 2024. The Authority has been negotiating with NROWS for a possible new, long-term contract. The Agreement includes four one-year extensions, two of which have already been exercised by the Authority. Authority staff requests authorization to exercise the third of four one-year extensions while discussions continue with NROWS. This would extend the expiration date of the Agreement with NROWS until December 31, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing use.

BACKGROUND AND DISCUSSION

The Authority entered into Agreement 07-03 (Agreement) with NROWS on July 1, 2007, for Municipal Solid Waste diversion, transfer, and transport services at the Authority's Devlin Road Transfer Station. That contract was subsequently replaced with an amended and restated Agreement in 2010, and then amended again in 2018 to address substantially increased transportation costs. The Agreement had an expiration date of December 31, 2022, with four one-year extensions that may be exercised in the discretion of the Authority.

The Authority exercised two of the four one-year extensions, extending the current expiration date of the Agreement to December 31, 2024.

Authority staff is in discussions with NROWS exploring the possibility of a new, long-term contract. While discussions continue, Authority staff would like to exercise the third of the four one-year extensions, pursuant to paragraph 4.02(a) of the Agreement which requires six months prior notice to NROWS. This will extend the expiration date of the Agreement to December 31, 2025.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

April 25, 2024

Transmitted via email

Steve Kelley
General Manager
Devlin Road Transfer Station
889 Devlin Road
American Canyon, CA

RE: NROWS Contract Extension

Dear Steve,

As you know, the contract between NROWS and NVWMA originally had an expiration date of December 31, 2022, which NVWMA extended until December 31, 2024, by exercising two of the four one-year renewal options under paragraph 4.02(a) of the contract. Notification of intent to exercise a one-year extension must be made at least six months prior to the expiration of the contract. Please consider this letter as that notice.

There are currently ongoing discussions between NVWMA and NROWS about the possibility of a long-term contract extension. I am hopeful this will be resolved prior to the current expiration date of December 31, 2024. However, in the interest of continuity of facility operations, I intend to ask the NVWMA Board for authority to exercise another one-year extension of the agreement, extending the expiration date until December 31, 2025. This item will be tentatively scheduled for this May's meeting of the Board.

In accordance with provision of Article 4.02 b. of the Agreement, Conditions of Term Extension, I am requesting a letter from NROWS certifying that *"... since the date hereof, there shall not have occurred any material change, financial or otherwise, that would adversely affect the ability of the Guarantors to perform Guarantor's obligations under the Financial Guaranty Agreement or the ability of Contractor to perform Contractor's Obligations hereunder or its obligations under any other agreement, contract or instrument entered into or to be*

**1195 Third Street, Suite 810
Napa CA 94559
707-299-1731**

entered into by the Contractor in connection with Facility Operation, Contractor's Obligations, the services hereunder and the transactions contemplated hereby."

Please contact me if you have any questions or comments.

A handwritten signature in blue ink, appearing to read "Chris Celsi", with a long horizontal flourish extending to the right.

Chris Celsi
Executive Director



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-709

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Future Agenda Items

RECOMMENDATION

Discussion of any items Board members wish to have addressed at a future meeting date.

EXECUTIVE SUMMARY

Discussion of any items Board members wish to have addressed at a future meeting date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/9/2024

File ID #: 24-710

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

Reports of current information relevant to the Authority by the member jurisdictions:

EXECUTIVE SUMMARY

- i. Vallejo: Robert McConnell
- ii. Napa City: Mary Luros
- iii. Napa County: Alfredo Pedroza
- iv. American Canyon: Leon Garcia

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.