

REQUEST FOR PROPOSALS

FOR

**WATER QUALITY AND LANDFILL-GAS MONITORING
AND REPORTING
AT CUMMINGS ROAD LANDFILL**

ISSUED BY:



**Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501**

April 14 2023

Submission Deadline: 4:00 PM Pacific Standard May 12, 2023

I. Objective

Humboldt Waste Management Authority (HWMA) is soliciting proposals from qualified environmental consultants to conduct groundwater quality, perimeter landfill gas, and leachate monitoring and reporting for the Cummings Road Landfill from July 2023 through June 2025, with the potential of two five-year extensions each, in the discretion of HWMA. The proposed scope of work is based on Cummings Road Landfill’s Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R1-2013-0014 and the perimeter landfill gas (LFG) migration monitoring requirements specified under Title 27 of the California Code of Regulations (CCR).

II. Background

Cummings Road Landfill (CLR or Landfill) is a closed Class III non-hazardous municipal solid-waste disposal facility. CLR encompasses approximately 107 acres of hilly terrain two miles southeast of Eureka, California (**Figure 1**). Approximately 33.6 acres of the property have previously been used as a permitted landfill. Phase 1 closure of the Landfill was completed in 2012, an adjacent (offsite) burn-ash site was excavated and clean-closed in 2014, and the final portion of the landfill closure (**Phase 2**) was completed in September 2015. With closure of CRL complete, the Landfill is currently in the 30-year “Postclosure Maintenance Period” as defined by Title 27 CCR.

CRL is owned by HWMA and is regulated by the North Coast Regional Water Quality Control Board (NCRWQCB), Humboldt County Division of Environmental Health (Local Enforcement Agency, LEA), CalRecycle, and the North Coast Unified Air Quality Management District. The Landfill is currently in “corrective action” to reduce groundwater impacts, as required by the NCRWQCB and Title 27. After groundwater degradation was initially detected in the 1980s, groundwater monitoring wells were periodically installed in both the Hookton Formation Aquifer and multiple aquifers within the Wildcat Group Formation to find the limits of groundwater degradation. Some of the wells are up to 3,000 feet away from the Landfill. MRP No. R1-2013-0014 also requires several springs to be sampled during the semi-annual groundwater-monitoring events.

Several wells and springs are required to be sampled semi-annually (twice per year) by the WDR and MPR. Other wells and springs are only sampled biennially (every other year) on odd and even years. This “routine” monitoring is summarized in **Table 1** and the monitoring locations are shown on **Figure 2**. Almost all the monitoring wells are required to be measured for depth to water on a quarterly basis and siltation checks on an annual basis. Water samples are collected from each well, seep or spring, and field tested using hand-held meters for “field parameters” (temperature, pH, electrical conductivity, and turbidity) and then sampled with bottles provided

by the laboratory. Laboratory analyses are specified in the WDR and MPR and include mineral constituents and VOC's commonly detected in landfill leachate. Every five years, extra sampling parameters will be included in the groundwater monitoring event, the five-year constituents-of-concern (COC) parameters are shown in **Tables 2** and **3**.

There are six perimeter landfill gas monitoring wells around the Landfill, and each well has multiple probe intervals. There are also three habitable structures located on the Landfill property that include a maintenance shop, office trailer, and restrooms. All perimeter gas probes and structures are required to be monitored quarterly under Title 27. Furthermore, the Landfill's WDRs require semiannual field measurements of methane and laboratory analysis of VOCs using EPA Method TO-15 in the unsaturated zone at selected gas-monitoring wells and one landfill gas-extraction well (See **Tables 1** and **2**).

The Landfill's WDR also requires surface-water sampling and reporting. HWMA staff are responsible for collecting surface-water samples, and the consultant is responsible for preparing bimonthly surface water reports using data supplied by HWMA staff. The consultant will also be responsible for reporting the surface-water results in the semi-annual groundwater reports. The Landfill is no longer considered an industrial facility and is therefore no longer monitored under a Stormwater Industrial General Permit.

HWMA recommends reviewing the documents listed below prior to submission of a proposal. The following documents referenced below can be found on the State Water Resources Control Board's GeoTracker website:

https://geotracker.waterboards.ca.gov/profile_report?global_id=L10005403404.

- Golder Associates, January 26, 2022, *Cummings Road Landfill 2021 Second Semi-Annual and Annual Monitoring Report*.
- Golder Associates, January 26, 2022, *Cummings Road Landfill 2022 First Semi-Annual Monitoring Report*.
- Golder Associates, December 15, 2022, *Bi-Monthly Surface Water Monitoring Report October – November 2022 Cummings Road Landfill Humboldt County, California*. This report represents the surface water monitoring required under the WDR and MRP noted above.
- Golder Associates, July 15, 2022 *Second Quarter 2022, Perimeter and On-Site Structure Landfill Gas Monitoring, Cummings Road Landfill, Eureka, California*. The second quarter perimeter gas-monitoring report is included in Appendix G of the *Cummings Road Landfill 2022 First Semi-Annual Monitoring Report*, referenced above.
- Lawrence & Associates, January 2010, revised October 2012, *Cummings Road Landfill, Joint Technical Document for Closure and Postclosure SWIS 12-AA-005 (JTD)*. This

document describes the design assumptions for the closure cap and postclosure maintenance.

The following document can be provided upon request:

- California Regional Water Quality Control Board North Coast Region, May 2, 2013, *Order No. R1-2023-0014 Waste Discharge Requirements for Closure of the Humboldt Waste Management Authority Cummings Road Class III Solid Waste Disposal Site Humboldt County*. Waste Discharge Requirements (WDR) are developed and issued by the NCRWQCB, and describe the minimum required landfill monitoring and maintenance during postclosure. The Monitoring and Reporting Program (MRP) is the part of the WDR that describes the required groundwater, surface water, leachate, gas, and visual monitoring.
- Lawrence & Associates, September 9, 2016, revised December 20, 2016, *Postclosure Monitoring and Operations Plan for Cumming Road Landfill SWIS 12-AA-005*. This document provides a summary of the methods of monitoring and maintaining the Landfill.

III. Scope of Work

HWMA intends to enter into an agreement with a qualified environmental consultant to perform groundwater, surface water, perimeter landfill gas, vapor, and leachate monitoring and prepare various reports for Cummings Road Landfill from third quarter/second half of 2023 through second quarter/first half 2025. At HWMA's discretion, the contract could be extended for two additional terms of five years each. A copy of HWMA's standard agreement is included in Attachment A. The scope of work is based on Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R1-2013-0014 and the perimeter landfill gas (LFG) monitoring requirements specified under Title 27.

Groundwater, Leachate, Vapor and Surface Water Monitoring and Reporting

Sampling and analysis shall be performed in accordance with MRP No. R1-2013-0014 and as summarized **Tables 1, 2 and 3** (following text). The selected consultant will be required to conduct the following monitoring and reporting tasks in accordance with the requirements of MRP No. R1-2013-0014:

- Measure and record the depth-to-water in each onsite groundwater-monitoring well and piezometers on a quarterly basis.
- Sample the onsite groundwater monitoring wells and various springs points on a semiannual or biennial basis, as required under the MRP. Field measurements for pH, specific conductance, temperature, turbidity, and siltation shall be taken and recorded on field data sheets. Samples shall be properly preserved and

immediately stored on ice. Chain-of-custody documentation shall accompany the samples through collection and delivery to the laboratory.

- Sample leachate points EW-11R, L-15, L-17R, L-11R, L-22, L-20R on a semi-annually basis (**Table 1**).
- On a semi-annual basis, unsaturated-zone monitoring shall be performed at perimeter gas-monitoring wells P-1/D2, GP-5S, GP-5D, and gas-extraction well EW-12. The unsaturated-zone monitoring entails field sampling for methane and collection of vapor samples for VOC analysis using EPA method TO-15 (See **Tables 1** and **2**). The methane and TO-15 results are reported in the semi-annual and annual monitoring reports required under the WDR/MRP. TO-15 sampling is currently performed on a semi-annual basis, however, the TO-15 sampling frequency may be reduced to every five years (as required in the MRP) if VOCs continue to be non-detect in the perimeter gas-monitoring wells.
- Perform the five-year COC monitoring event. The next COC event is required in 2025.
- Submit samples to a California state-certified analytical laboratory for routine analyses. The consultant is responsible for paying for all required laboratory analyses, except for any surface water samples collected by HWMA.
- HWMA personnel will sample the first storm that produces surface-water runoff and at least one subsequent storm. HWMA personnel will be responsible for collecting surface-water samples twice per rainy season and will provide the results to the consultant. HWMA will provide all analytical and field results, and the consultant is responsible for including the surface-water results in the semiannual and annual monitoring reports.
- Prepare semi-annual and annual monitoring reports per the WDR/MRP requirements. Consultant shall prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all field-data sheets, chain-of-custody documentation, and certified analytical reports. Consultant shall incorporate information provided by HWMA personnel to address other requirements of the MRP. This information

includes site inspections, leachate extraction volumes, standard observations, and any other pertinent observations. Consultant shall provide the semi-annual and annual monitoring reports to HWMA for approval and certification prior to regulatory submittal.

- Consultant is responsible for uploading all monitoring reports and groundwater data to the State of California GeoTracker website.

Bimonthly Surface Water Reporting

Consultant shall prepare the bimonthly surface-water monitoring reports using field and laboratory data supplied by HWMA staff, including field sample forms, rainfall data, and laboratory analytical results, as required in the MRP Order No. R1-2013-0014, Subsection I.A.3. – Surface Water and Storm Water Sampling Report. HWMA personnel will be responsible for collecting surface-water samples and providing the results to the consultant. HWMA will provide all analytical and field data, and the consultant is responsible for preparing the bi-monthly surface water reports and include the surface-water results in the semiannual and annual monitoring reports. Each report shall include a site map showing the sample locations, summary of results, a discussion of water quality sampling and seep detection and response, tabular summary of the monitoring results, rainfall records, laboratory reports, conclusions and recommendations. Consultant shall review the analytical results to determine if there are any water-quality exceedances attributed to leachate. Each report shall include all sampling results from the previous months and the final report of each rainy season shall document when surface-water discharge stopped at the site for the season. Consultant shall assume five reports per year. The bimonthly surface water report is required to be submitted by the 15th day of the month after the first sampling and then every second month on the 15th of the month for the remainder of the rainy season. Up to five bi-monthly surface water reports may be required per year. Consultant shall provide reports to HWMA for approval prior to regulatory submittal. Consultant is responsible for uploading all bimonthly surface water reports and data to the State of California GeoTracker website.

Landfill Gas Perimeter Probe and Structure Monitoring and Reporting

Consultant shall perform perimeter gas-monitoring and structure monitoring as required by Title 27. All perimeter gas-monitoring probes and structures will be monitored quarterly using a landfill gas (LFG) analyzer, such as a Landtec GEM 5000 LFG monitor (or equivalent). The LFG analyzer shall be calibrated in accordance with manufacturer's recommendations. The consultant will be responsible to perform the following tasks:

- Conduct quarterly perimeter landfill-gas monitoring at the six perimeter landfill gas monitoring wells located around the Landfill and the three structures located at the site, including the maintenance shop, office trailer, and restrooms **(Figure 2)**.
- Prepare perimeter gas-monitoring reports on a quarterly basis.
- Submit gas-monitoring reports to the HWMA for review and approval, and submitting the approved reports to the LEA. Copies of the quarterly gas-monitoring reports shall be included in the semi-annual and annual monitoring reports required under the WDR/MRP.

Deliverables

All water quality reports shall be signed and stamped by a California-certified professional civil engineer or professional geologist. All reports shall be provided to HWMA for review at least seven business days prior to the regulatory due dates. Following HWMA approval, the reports shall be submitted electronically to the regulatory agencies and promptly uploaded to GeoTracker.

Schedule

Consultant is responsible to make quarterly groundwater-level measurements. Groundwater sampling for the first-half semi-annual period shall be performed in the first quarter, and reporting for the first-half semi-annual monitoring period (January through June) shall be performed in early July. Sampling for the second semi-annual monitoring period (July through December) shall be performed in the third quarter and reported in the second-half and annual monitoring report. This sampling interval ensures samples are obtained during the wet and dry seasons.

For the surface water reporting, the landfill monitoring data (field forms, rainfall data, lab reports) will be provided to consultant at least two weeks prior to the report due dates.

Perimeter gas monitoring shall be performed on a quarterly basis, and the gas-monitoring reports shall be submitted on a quarterly basis, within 15 days of the end of the previous quarter.

Qualifications

The selected consultant must be a full-service vendor and shall provide to HWMA all labor materials, equipment, supplies and expertise necessary to fulfill the monitoring and reporting requirement specified herein. The performance of these services shall be in full compliance

with all applicable Federal, State and local laws, rules, regulations, and orders specified above.

IV. Project Schedule

1. Release Request for Proposal April 14, 2023
2. Proposal Due Date May 12, 2023
3. Staff Evaluation review/recommendation June 1, 2023
4. HWMA Board Consideration & Approval June 8, 2023
5. Award Contract June 8, 2023

V. Proposal Requirements

The Proposal must contain the following components:

1. Cover/Transmittal Letter: This letter must be signed by a member of the firm with the authority to commit to an agreement on behalf of the firm submitting the Proposal. Please acknowledge receipt of any addenda received, if applicable.
2. Company Profile: Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience.
3. Statement of Qualifications: Provide specific information concerning the Proposer's experience with the services specified in this Request for Proposal. Examples of projects in progress or completed in the last five years that are comparable to the Scope of Work described above. Support your capacity to perform the services detailed in this Request for Proposal. Include references with names, addresses, and phone numbers.
4. List of Responsible Personnel: List the principal-in-charge, and others who will be directly involved with the Contract work. Provide a description of experience for each person listed. Include an organizational chart of key personnel involved.
5. Acknowledgement of Scope of Work: Provide an acknowledgement of the Scope of Work and provide an analysis of the methodology developed to perform all required services for the scope of work described above.
6. Acknowledgement of Review of Contract Agreement: The respondent selected to provide the requested scope of services shall be retained under HWMA's contract agreement ("Agreement"). A sample of the Agreement is attached to this Request for Proposal as **Attachment A**. Include a written acknowledgement that the sample

agreement was reviewed and is acceptable. If any portion of the agreement is unacceptable to the respondent, the acknowledgement shall note the respondent's exception.

7. Budget Proposal: Provide a separate, sealed budget proposal and fee schedule that outlines all associated costs associated with the required services, broken down by category of products and services, and all on-going costs for any recommended or required services. The Budget Proposal shall include a fee schedule showing the applicable rates and charges ordinarily incurred during pursuit of the services anticipated by the Scope of Work including, but not limited to, direct personnel rates, overhead rates, equipment and vehicle charges, mobilization, travel and per diem charges, shipping, office and reproduction charges, and sub-contracting/outside services mark-ups including all laboratory analyses.

The budget proposal and fee schedule shall be submitted in a separate, sealed, envelope marked with the respondent's name and labeled "Budget Proposal for Cummings Road Landfill Monitoring and Reporting Proposal." The Budget Proposal will not be opened by HWMA until a review of the Proposal (Items #1 through #6) has been completed.

VI. Submission Requirements

The Consultant shall submit five hard copies of the Proposal, an electronic copy on a USB drive, and the separately, sealed and labeled Fee Proposal all together in a sealed envelope or box clearly marked with the Consultant's name and labeled "**2023 Proposal for Cummings Road Landfill Monitoring and Reporting.**"

The proposals shall be delivered to the Humboldt Waste Management Authority at the address shown below no later than 4 p.m. on May 12, 2023. Late proposals will not be accepted.

*Anthony Heacock, Director of Environmental Health & Safety
Humboldt Waste Management Authority
1059 West Hawthorne St.
Eureka, CA 95501*

VII. Evaluation Criteria

Statement of Qualifications will be screened for technical merit by a Review Committee comprised of HWMA and HWMA-designated personnel. The Committee will score and then rank the respondents based on the scoring from the proposal (Items #1 through #6 listed under

Section 5). The following items will be used to assist in the scoring of the Statement of Qualifications:

1. Understanding of the work to be done (20%).
2. Experience with similar kinds of work (40%).
3. Quality of staff for work to be done (15%).
4. Demonstrated technical ability (25%).

After ranking the respondents, the Committee will examine the Budget Proposal from the top-ranked respondent. If, in the opinion of HWMA, that the Fee Proposal is unacceptable, HWMA will attempt to negotiate acceptable changes. If, in the opinion of the HWMA the negotiations are unsuccessful, HWMA will open the Fee Proposal from the next-ranked respondent and either accept the Fee Proposal as-is or attempt to negotiate reasonable changes. This process will be repeated until, in the judgment of HWMA, a respondent is arrived at that is best qualified to perform the requested services at the most reasonable cost and in the best interest of HWMA. HWMA is not obligated to accept any of the submissions or to enter into an agreement with any of the respondents.

VIII. Award of Agreement

HWMA reserves the right to negotiate the terms of the agreement for this project with one or more respondents. If only one respondent submits a Proposal, HWMA may, at its sole discretion, enter negotiations with that respondent or terminate the Request for Proposal process. Upon completion of the evaluation period, HWMA shall notify the respondent(s) who will be considered for further evaluation and negotiation. All respondents so notified may be requested to make presentations and, if necessary, shall negotiate in good faith in accordance with direction from HWMA. Any delay caused by respondent's failure to respond to direction from the HWMA may lead to a rejection of the submission. HWMA may, in its sole discretion, determine not to enter into negotiations with any respondents or with all respondents. Once negotiations with a particular respondent are terminated, HWMA will not reopen negotiations with that respondent. Notwithstanding anything to the contrary in this Request for Proposal, HWMA reserves the right to award the agreement to the respondent whose submittal is determined by HWMA, in its sole discretion, to be in the best interest of HWMA. The respondent with the lowest price will not necessarily be selected.

If HWMA determines to award the agreement, a personal services agreement (see Attachment A) will be sent to the successful respondent for execution. Respondents are advised to ensure that they will meet insurance coverage requirements before submitting their proposals. No

submission shall be binding upon HWMA until the agreement is signed by duly authorized representatives of the selected respondent and HWMA and insurance certificates are received by HWMA.

IX. Right to Reject

This Request for Proposal is not a contract or commitment of any kind by HWMA and does not commit HWMA to award a contract or pay any cost incurred in the preparation of a submission. HWMA, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposals. All submittals will become the property of HWMA. Failure to provide any of the requested information within the specified submission period may cause HWMA, at its sole discretion, to reject the submittal or require additional information.

X. Confidentiality of Proposals

All submittals are subject to the California Public Records Act (Cal. Govt. Code Sections 6250 et seq.). If a proposer believes any portion of a submittal contains trade secrets or other proprietary information as defined by applicable state law, the proposer may mark such proprietary information as “Confidential,” and HWMA will withhold such information from public disclosure provided HWMA concurs that the information, or portion, is exempt from disclosure under state law. HWMA will have no obligation to withhold from public disclosure any information not marked by the proposer as confidential. All proposals will be withheld from public disclosure until a contract with a successful consultant has been fully executed or this procurement is otherwise terminated by HWMA.

The party submitting a proposal assumes all responsibility for any challenges resulting from any non-disclosure and shall indemnify and hold harmless HWMA from and against all damages (including but not limited to attorneys’ fees), and pay any and all cost and expenses related to the withholding of proposal information. A prospective consultant and/or contractor shall not make a claim, sue, or maintain any legal action against HWMA or its directors, officers, employees, or agents concerning the withholding from disclosure of submitted information.

XI. Protest Procedures

Protests based upon alleged improprieties in this procurement process must be submitted in writing to HWMA’s Executive Director or Director’s designee, within 72 hours from receipt of the notice from HWMA advising of staff’s recommendation for award of contract. The protest must contain a complete written statement of the basis for the protest and include all supporting documentation on which the protest is based.

Table 1 - Routine Monitoring Locations and Testing Programs, MRP R1-2013-0014

Parameters	Test Methods	Groundwater					Springs			Leachate	Unsat. Zone
		Semi Annual MW-5-AL, MW-7-WCA, MW-14-HCA, MW-19- HCA, MW-32-HCA, MW-45-W, MW-46-WCA, MW-47- W, MW-53-HCA	Annual MW-23-W, MW-25-W, MW-26-W, MW-48-W, MW-49-W, MW-51-HCA, MW-52-W	Biennial - Odd MW-15-W, MW-21-W, MW-22-H, MW-29-H, MW-31-HCA, MW-38-HCA, MW-40-H	Biennial –Even MW-18-WCA, MW-28A-WCA, MW-30-HCA, MW-39-HCA	Quarterly Piezometers: MW-33-W, MW- 34-W, MW-41-W, MW-42-W, MW- 43-W, MW-44-W	Semiannual SPR-1CA, SPR-2CA, SPR-8, Woodgulch, WoodgulchA	Biennial Odd SPR-3CA, SPR-5CA, SPR-10	Biennial Even SPR-4CA, SPR-6ACA, SPR-7, SPR-9		
Field											
Groundwater Elevation	Field	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	N/A	N/A	N/A	Semiannual	N/A
pH, EC, temperature	Field	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Turbidity	Field or EPA Method 180.1	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	N/A	N/A
Flow rate	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Monthly1	N/A
Total Flow	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Monthly1	N/A
Dissolved oxygen	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A
Siltation	Field	Annual	Annual	Annual	Annual	N/A	N/A	N/A	N/A	N/A	N/A
Methane	Field	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Semiannual
Lab						N/A					
Chloride	EPA Method 300.0	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Calcium, Magnesium, Potassium, Sodium; Ammonia as N; Sulfate	EPA Method 6020 (Ca, Mg, K, Na) EPA Method 300.0 (sulfate) EPA Method 351.2 (Ammonia)	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Bicarbonate and Carbonate Alkalinity as CaCO3; Total Dissolved Solids		Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	N/A
Volatile Organic Compounds (VOC)	EPA Method 8260 or TO-15	Semiannual	Annual	Biennial, odd year	Biennial, even year	N/A	Semiannual	Biennial, odd year	Biennial, even year	Semiannual	Semiannual
Chemical Oxygen Demand	EPA Method 410.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Semiannual	N/A

Footnotes: CA = Corrective Action Monitoring Points; N/A = Not Applicable 1: Total flow from system.

Table 2 – Five-Year COC Monitoring Locations and Testing Programs, MRP R1-2013-0014

Parameters	Groundwater			Springs	Leachate	Unsaturation Zone
	MW-5-AL, MW-7-WCA, MW-14-HCA, MW-15-W, MW-18-WCA, MW-19-HCA, MW-28A-WCA, MW-32-HCA, MW-45-W, MW-46-WCA, MW-47-W, MW-48-W, MW-49-W, MW-51-HCA, MW-52-W, MW-53-HCA	MW-23-W, MW-25-W, MW-26-W, MW-22-H, MW-29-H, MW-30-HCA, MW-40-H	MW-21-W, MW-31-HCA, MW-38-HCA, MW-39-HCA	SPR-1CA, SPR-2CA, SPR-8, Woodgulch, WoodgulchA	EW-11R, L-15, L-17R, L-11R, L-22, L-20R	GP-1/D2, GP-5S, GP-5D, EW-12
Dissolved inorganics, low level VOC, SVOCs, chlorophenoxy herbicides, organophosphorus pesticides, PCBs, organochlorine pesticides	Five year			Five year	Five year	
Dissolved ions (Ca, Mg Na, K, Cl, SO ₄ , HCO ₃ , CO ₃)		Five year				
Dissolved ions, organochlorine pesticides			Five year			
VOC (TO-15)						Semiannual ¹

Footnotes: CA = Corrective Action Monitoring Points;

Dissolved inorganics = Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Ag, Sn, V, Zn, Fe, Mn, Pb, Hg, Ni, Se, Tl, cyanide, sulfide, Ca, Mg, Na, K, Cl, sulfate, bicarbonate/carbonate alkalinity.

1 = Unsaturated Zone Monitoring may be reduced to 5-year frequency, depending on results.

Table 3 - Five-Year Constituents-of-Concern Monitoring Parameters and Test Methods

Parameter	Test Method
VOC (low level)	EPA Method 8260
Chlorinated herbicides	EPA Method 8151A
Organophosphorus pesticides	EPA Method 8141A
Semi-volatile organic compounds	EPA Method 8270
PCBs	EPA Method 8082
Organochlorine pesticides	EPA Method 8081A
Cyanide	EPA Method 335.2
Dissolved Inorganics*	EPA Method Series 6000/7000 for metals; EPA Method 9010B or 335.2 for cyanide, EPA Method 9030B or SM4500-2F for sulfide; EPA Method 300 for chloride and sulfate, SM2320B for HCO ₃ /CO ₃ alkalinity

Footnotes: * Dissolved inorganics = Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Ag, Sn, V, Zn, Fe, Mn, Pb, Hg, Ni, Se, Tl, cyanide, sulfide, Ca, Mg, Na, K, Cl, sulfate, bicarbonate/carbonate alkalinity – requires sample filtering.

ATTACHMENT A

Water Quality & Landfill Gas Monitoring & Reporting, Cummings Road Landfill Services Agreement

**AGREEMENT BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY AND
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (“Agreement”) is effective as of _____, by and between the Humboldt Waste Management Authority, a joint powers authority (hereinafter referred to as “Authority”) and _____, a _____ (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, HWMA solicited proposals for Water Quality and Landfill-Gas Monitoring and Reporting at Cummings Road Landfill; and

WHEREAS, HWMA has determined that Consultant has the demonstrated qualifications, skills and training necessary to perform the services and the Authority desires to retain Consultant to complete the services based on the terms and conditions below.

NOW THEREFORE, based on the mutual terms, conditions, covenants and agreements recited above and made a material part hereof, the parties agree as follows:

1. Scope of Services.

1.1 Services Defined. Consultant agrees to perform services as set out in Exhibit A, “Scope of Work, Compensation” attached hereto and incorporated herein (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1-18 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1-18 shall control over those in Exhibit A.

(a) Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing services pursuant to this Agreement excepting those specifically identified in Exhibit A.

1.2 Special Conditions. Consultant shall comply all additional terms set forth in Exhibit B “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions X No Special Conditions

1.3 Special Insurance Conditions. Consultant shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit C “Special Insurance Conditions,” if any are so required [*check applicable box*]:

_____ Special Insurance Conditions X No Special Insurance Conditions

2. Compensation for Services, Payment.

2.1 The Authority shall pay Consultant at the rate and basis as set forth in Exhibit B, not to exceed \$_____.

2.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments, Consultant shall provide a time summary of work performed by each person for whom

charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, condition of this Agreement, or if the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. Term, Commencement of Services, Completion of Services.

3.1 *Initial Term, Commencement of Services.* Services of Consultant shall commence on **July 1, 2023**. Unless earlier terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement shall begin on the Effective Date and terminate two (2) years after the Commencement Date on June 30, 2025 (“Term”).

3.2 *Additional Terms.* The Authority has the exclusive right to extend the Term beyond the period stated in Section 3.1 for two (2) periods of five (5) years each. The Authority shall notify the Consultant of its intent to extend the Agreement no later 180 days prior to the end of the then-current Term. Within thirty (30) calendar days of Authority’s notice, Contractor shall provide written acknowledgment of the extended contract period. All provisions of this Agreement shall remain in effect during any Extension, including the Contractor’s obligations and all provisions related to Contractor compensation, subject to amendment of those Agreement provisions expressly made by mutual Agreement of the Parties and in writing. Wherever used in this Agreement, “Term” shall mean and include any additional period duly extended under this Section.

3.3 Suspension and Termination.

(a) *Suspension.* At any time and for any reason, the Authority may temporarily suspend the Services upon five days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the Authority has provided written notice to Consultant to re-commence Services.

(b) *Project Termination.* The Authority may for any reason and at any time terminate the project for which Services were engaged and thereby permanently suspend the Services upon five days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement and Consultant shall be entitled to invoice the Authority to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred until the effective date of termination.

3.4 *Delivery of Project Materials to Authority.* Upon the effective date of Services termination, Consultant shall promptly deliver to the Authority all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of the Authority upon the date of termination.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Consultant Status.** Consultant is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.

6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Each party shall provide the name and contact information of its Designated Representative in writing to the other, and either party may change its Designated Representative or contact information by giving written notice to the other party.

8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:
 Executive Director
 Humboldt Waste Management Authority,
 1059 West Hawthorne Street, Eureka, CA, 95501

Consultant:

9. **Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and Consultant is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, Consultant shall hold harmless, defend and indemnify the Authority, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Authority, except where caused by the active negligence, sole negligence, or willful misconduct of the Authority.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or Consultant is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission

of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are attributable to, in whole or in part, negligence of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

10. Insurance.

10.1 General Insurance Requirements.

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10 and Exhibit C, Special Insurance Provisions, if any. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.
- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Consultant shall have its insurer endorse the third party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.
- (e) In the event the Consultant subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- (g) The Authority may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for the Authority, and the financial capability of the Consultant to bear the risk of losses

without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit C.

- 10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, professional or errors and omissions insurance coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
 - 10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, commercial general liability insurance coverage shall not be less than \$2,000,000 general aggregate.
 - 10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review. On an annual basis, such coverage shall meet the limits and requirements of HWMA then in effect. As of the Effective Date of this Agreement, automobile insurance coverage shall not be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
11. **Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.
 12. **Time of the Essence.** Time limits stated in this Agreement are of the essence.
 13. **Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
 14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
 15. **Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid

unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

16. Assignment, Subcontract. Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:

- a) Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- b) Each subcontractor shall be obligated to Consultant and the Authority in the same manner and to the same extent as Consultant is obligated to the Authority under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
- c) Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Consultant shall provide insurance certificates and endorsements of its subcontractors.

17. Permits, Licenses And Approvals. Consultant shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

Eric Keller-Heckman, Executive Director

Date: _____

CONSULTANT:

Name:
Title:

Date: _____

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION