

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED MAY 21, 2021

BETWEEN CITY OF CHICO

AND

NV5
Consultant

**HUMBOLDT ROAD BURN DUMP AND PRIVATE PROPERTIES
OPERABLE UNIT ENVIRONMENTAL MONITORING AND REPORTING
AND REPORT OF WASTE DISCHARGE/JOINT TECHNICAL DOCUMENT**

Project Title

396-000-7462
Budget Account No.

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on April 22, 2024, between the City of Chico, a municipal corporation under the laws of the State of California (City), and NV5, (Consultant). On February 6, 2024, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B4-R1 attached hereto.
2. Exhibit C is hereby superseded and replaced by revised Pages C1-R1 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

CITY:

Mark Sorensen
Mark Sorensen (Apr 22, 2024 14:13 PDT)
Mark Sorensen, City Manager*

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:

John W. Lam
John W. Lam (Apr 19, 2024 11:59 PDT)
John Lam, City Attorney*

CONSULTANT:

Shane D. Cummings
Shane D. Cummings (Apr 19, 2024 13:59 PDT)
By: Shane D. Cummings
Title Director

APPROVED AS TO CONTENT:

Brendan Ottoboni
Brendan Ottoboni (Apr 19, 2024 13:59 PDT)
Brendan Ottoboni, Public Works Director,
Engineering

*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:


Barbara Martin (Apr 22, 2024 13:13 PDT)

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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AMENDED
EXHIBIT B

Amendment No. 1 Services in bold:

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

**TASK 1: ANNUAL SITE MAINTENANCE INSPECTION, WINTERIZATION INSPECTION,
AND GROUNDWATER MONITORING**

The Consultant shall perform the annual site maintenance and site winterization inspections as required by the WDRs prior to the required deadline of September 30, 2024. Following receipt of the Notice to Proceed and before September 30, 2024, the Consultant shall assist City staff in identifying winterization tasks that need to be performed and coordinate performance of winterization tasks. It is anticipated that the Consultant shall meet with City staff to discuss required maintenance and shall travel to the site at least once to inspect ongoing winterization work. It is assumed that coordination and inspection of winterization tasks shall take up to three (3) hours to complete.

The Consultant shall measure groundwater elevations in site monitoring wells quarterly. Annual groundwater monitoring, leachate system monitoring and standard observations are anticipated to be performed concurrently with the winterization inspection. Groundwater monitoring shall be conducted at the six site groundwater monitoring wells MW-1, MW-2, MW-4, MW-5, MW-6, and MW-7 and leachate monitoring from the leachate sump at the Humboldt Road Burn Dump

(HRBD) and leachate collection berm outlet pipe at the Private Properties Operable Unit (PPOU) in accordance with the WDRs and MRPs. In addition, a single groundwater field duplicate sample shall be collected and submitted for laboratory analysis.

Prior to collection of groundwater samples, static groundwater levels shall be measured in each of the site monitoring wells using an electronic water level sounding probe calibrated to 0.01 feet. Groundwater level data shall be used to calculate groundwater elevation and flow direction (if feasible). Groundwater monitoring wells shall be purged either a minimum of 3 well volumes (or until dry) or using low flow sampling protocols. The Consultant shall measure field parameters or temperature, pH, electrical conductivity, and turbidity using a calibrated multi-parameter meter.

Leachate monitoring shall be conducted at the leachate sump at HRBD. The liquid level shall be measured to evaluate remaining freeboard and a sample shall be collected if liquids are present at the time of groundwater sample collection. The Consultant assumes that pumping and disposal shall not be required as part of this Agreement. A budget augmentation shall be needed to address leachate disposal.

The leachate collection berm and outlet pipe at the PPOU shall be inspected for the presence of leachate annually and after major storm events (i.e. 1 inch of precipitation or more within 24 hours). If leachate is present, one annual sample shall be collected, at the time of groundwater sample collection, and submitted to the laboratory for analysis. If liquid is removed from the leachate collection berm, the volume of leachate shall be recorded.

Groundwater and leachate samples shall be collected in clean laboratory supplied containers. The containers shall be labeled appropriately and stored on ice at 4°C or less pending shipment to a laboratory accredited by the California Environmental Laboratory Accreditation Program. Following collection, samples shall be maintained under chain-of-custody protocols and analyzed for the following parameters specified in MRP R5-2009-0046/0047.

- Total Dissolved Solids (TDS) by Standard Method (SM) 2540C;
- Total Alkalinity (carbonate and bicarbonate) by SM 2320B;
- Nitrate as Nitrogen, Chloride and Sulfate (anions) by United States Environmental Protection Agency (USEPA) Method 300.0;
- Calcium, Magnesium, Sodium and Potassium (cations) by USEPA Method 200.7 or USEPA 6010; and
- Dissolved Antimony, Arsenic and Lead by USEPA Method 6010B.

Samples shall be analyzed for dissolved metals and the cations/anions shall be field filtered through a 45-micron groundwater filter.

TASK 2: POST-STORM EVENT INSPECTION

The Consultant shall conduct post-storm event inspections within 7 days of a major storm event

as defined by the WDRs. The Consultant shall make and record observations of areas of erosion or sedimentation and recommend repairs as appropriate. The Consultant assumes that any significant erosion repairs that may be required and cannot be addressed during the inspection shall be performed by the City. For budgeting purposes, it is assumed that up to four post-storm inspections shall be performed during the rainy season (generally, October through April).

TASK 3: DATA MANAGEMENT AND REPORTING

The Consultant shall maintain inspection reports and analytical results. The Consultant shall prepare an Annual Monitoring Summary report that includes site location and site layout maps, summaries of analytical data in tabular format, trend analysis using intrawell statistics, descriptions of field procedures, analytical methods, quality control procedures, copies of field notes, laboratory reports, and other information deemed appropriate by the Consultant's professional geologist or engineer. The report shall be signed, stamped, and authorized for release by a California-licensed professional geologist or engineer. In addition the Consultant shall prepare the certification cover letter for City signature and post the annual report and associated electronic data files to Geotracker, as required by the WDRs.

TASK 4: PROJECT MANAGEMENT

Consultant shall contact the Central Valley Regional Water Quality Control Board (RWQCB) to assist in developing a scope of work for preparation of the Report of Waste Discharge/Joint Technical Document (ROWD/JTD) and post closure maintenance plans. Consultant shall coordinate with the RWQCB, the City, and other public agencies to determine what information is required to be submitted. Preliminary discussion with the RWQCB indicates that the ROWD/JTD shall include both the HRBD and the PPOU. The RWQCB is considering issuing a set of Waste Discharge Requirements (WDR) encompassing the two sites.

Once new WDRs are issued, Consultant shall consult with the City to provide guidance regarding any new maintenance and/or monitoring requirements associated with the updated WDRs. If new requirements are imposed, Consultant shall develop a cost estimate to comply with the new requirements.

TASK 5: PREPARE DRAFT ROWD/JTD

Consultant shall collect and review pertinent historical documentation required to prepare a draft ROWD/JTD that combines the two sites. As the facilities are existing closed landfills, documentation shall include as-built drawings showing the waste management structures, groundwater monitoring systems, and storm water drainage and control systems. Documentation of site conditions shall include discussions of site geology, hydrogeology, climatology, and local land uses, including previous use of the sites prior to closure activities. Additionally, historical documentation of monitoring activities shall be presented as part of the ROWD/JTD. Post-Closure Maintenance Plans shall also be

updated for each of the waste units and included within the ROWD/JTD, including cost estimates for post-closure maintenance activities associated with reasonably foreseeable releases from the waste units.

Consultant shall issue the draft for City review prior to submittal to the RWQCB. Consultant anticipates one round of comments from the City. It is assumed that comment incorporation may take up to 4 hours of staff time. If additional time is needed or a second round of comments is received, Consultant shall request a budget augmentation.

TASK 6: PREPARE FINAL REPORT

Consultant assumes that the RWQCB and other public agencies shall provide comments on the draft ROWD/JTD prior to acceptance of the final documents and adoption of new WDRs. Consultant shall coordinate with the City, the RWQCB, and other stakeholders to address any data gaps or other issues that must be addressed prior to acceptance of a final ROWD/JTD and adoption of new WDRs. Because the nature of the comments is unknown, it is assumed that comment incorporation may take up to 30 hours of staff time. If additional time is needed or a second round of comments is received, Consultant shall request a budget augmentation.

Completion Schedule

The Consultant shall complete all services outlined herein in compliance by January 31, 2025.

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EXHIBIT C

COMPENSATION

Amendment No. 1 services in bold:

Total maximum compensation for the services outlined herein shall not exceed \$18,680.00
\$41,205.00.

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:

Task	Fee	Quantity	Extended Rate
1. Annual Site Maintenance Inspection, Winterization Inspection and Groundwater Monitoring	\$8,477.00	1	\$8,477.00
2. Post-Storm Event Inspection	\$687.00	4	\$2,748.00
3. Data Management and Reporting	\$7,455.00	1	\$7,455.00
Total Estimated Fee			\$18,680.00

Task	Time & Materials Fee Estimate	
1. Project Management	\$5,325.00	
2. Prepare Draft Report of Waste Discharge & Joint Technical Document	\$10,886.00	
3. Prepare Final Report	\$6,314.00	
Amendment No. 1 Total Estimated Fee:		\$22,525.00