

**COUNTY OF MENDOCINO**  
**DEPARTMENT OF TRANSPORTATION**

340 Lake Mendocino Drive ♦ Ukiah, CA 95482 ♦ (707) 463-4363  
[straessa@mendocinocounty.org](mailto:straessa@mendocinocounty.org)

**REQUEST FOR PROPOSAL (RFP)**

**ENGINEERING SERVICES FOR LAYTONVILLE LANDFILL COVER REPAIRS**

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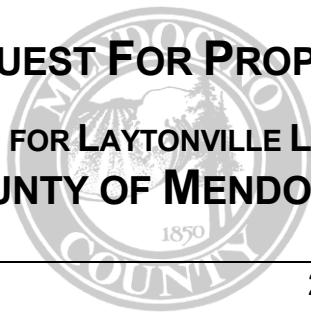
<b>RFP No.</b>	<b>220042</b>
<b>RFP Issue Date:</b>	<b>February 1, 2023</b>
<b>RFP Submission Deadline:</b>	<b>March 31, 2023</b>
<b>Issued by:</b>	<b>Department of Transportation</b>

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# REQUEST FOR PROPOSAL

## ENGINEERING SERVICES FOR LAYTONVILLE LANDFILL COVER REPAIRS COUNTY OF MENDOCINO



<b>RFP No.</b>	<b>220042</b>
<b>RFP Issue Date:</b>	<b>February 1, 2023</b>
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### I. INTENT

This Request for Proposal (RFP) announces the intent of the County of Mendocino (COUNTY) to award a contract for engineering services towards repair of the landfill cap for the Laytonville Landfill.

The purpose of the RFP is to (1) prepare Plans and Specifications for construction, (2) prepare a CQA Plan for construction, (3) update the Joint Technical Document (Final Closure/Post Closure Maintenance Plan) November 2006, for the Laytonville Landfill to address to be up to date with current regulatory requirements, and final design for construction, (4) develop and prepare required permits and CEQA documentation for project construction, and (5) participate in an engagement process with the Cahto Tribe of the Laytonville Rancheria (CAHTO TRIBE) related to project design and construction. The tasks above may require CONSULTANT preparation for, attendance, and participation in up to two community meetings in Laytonville, California.

COUNTY may require the assistance of CONSULTANT during the advertise and award process and during construction to answer Requests for Information (RFI) as pertains to Plans and Specifications. A contract amendment will be issued for this task as needed.

### II. DEFINITIONS

**COUNTY** – The County of Mendocino.

**CAHTO TRIBE** - Cahto Tribe of the Laytonville Rancheria

**VENDOR** – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.

**CONTRACTOR** – A vendor who signs a contract with the COUNTY to perform services.

### III. PROPOSAL SUBMISSION GUIDELINES

A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on CD, flash drives are not acceptable. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked

“Mendocino County RFP No. 220042”, and delivered by 2:00 p.m. March 31, 2023 to:

Mendocino County Department of Transportation  
Attn: Alex Straessle  
340 Lake Mendocino Drive  
Ukiah, CA 95482

**Late or facsimile proposals will not be accepted.** It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the date and time specified will not be considered.** Note: The unauthorized use of the County’s official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
  - Attachment B – Proposal Checklist/Table of Contents
  - Executive summary of proposal
  - Scope of services
  - Company background and experience
  - Proposal cost plan and narrative (as identified in Section XIII, Format of Cost Proposal)
  - Attachment C – Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-collusion
  - Insurance coverage/certificate of insurance
  - Acknowledgement of receipt of addenda, if applicable.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- D. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, vendor shall provide unit of issue and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.

- H. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- I. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendor shall become the property of the County of Mendocino.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. Vendor must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. This service has been selected to be made available for use by other local government agencies (piggy-back). The use of the contract, by the other government agencies, will be optional. Sales to these governmental agencies by the Contractor shall be optional. If bidders choose to extend prices offered on this proposal to other governmental agencies, any resulting contract will be solely between the supplier and the third party unit of government. Mendocino County shall not be responsible for any problems which may arise between other government agencies and the contractor as a result of any sales and/or purchases made.
- N. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Attachment G- Sample Mendocino County Contract ).
- O. Certain portions of work may be subject to prevailing wage requirements. Firms that conduct work subject to prevailing wage requirements shall be registered with the Department of Industrial Relations (DIR). Attention is further directed to Exhibit E of Attachment 2, Department of Industrial Relations Compliance with SB 854.

#### **IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT**

- A. Pre-submittal inquires and correspondence shall be directed to:

- Procedural inquires: Amber Fisette, Deputy Director of Transportation  
(707) 234-2838  
fisettea@mendocinocounty.org
- Technical inquires: Alex Straessle, Engineer II  
(707) 234-2803  
straessa@mendocinocounty.org

- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).
- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested vendor(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each vendor known to have received a copy of this RFP. **Vendors must include in their proposals acknowledgement of receipt of any and all addenda issued.**
- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI SCHEDULE OF ACTIVITIES.**
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

## V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals.** Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals.**

## VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to**

change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.

Scheduled Activity	Proposed Date
Letter of interest and Request for Proposals mailed to prospective proposers	<b>February 1, 2023</b>
Inquiry Deadline	<b>March 1, 2023</b>
RFP Submission Deadline	<b>March 31, 2023</b>
Presentations/Demonstrations (if applicable)	<b>NONE</b>
RFP Selection and Notification	<b>April 19, 2023</b>
County Board of Supervisors Approval of Recommendation(s)	<b>June 6, 2023</b>
Approximate Contract Start Date	<b>June 6, 2023</b>

**VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Vendors’ proposals. The selection process will be governed by the following criteria:
  - 1. The proposals must adhere to the instructions and format as specified in this RFP.
  - 2. The evaluation will include a review of all documents and information relating to the Vendor’s services, organizational structure, capabilities, qualifications, past performance, and costs.
  - 3. Vendors may be required to make an oral presentation and interview before final selection is made.
  - 4. The County may evaluate any information from any source it deems relevant to the evaluation.
  - 5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

**VIII. SELECTION CRITERIA**

- A. The selection of VENDORS(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. VENDORS(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.

C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.

D. Proposal Review and Evaluation Process

1. The proposal will be judged based on service capabilities and experience of the prospective Vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
  - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
  - b. Experience of Vendor in providing services and quality of work.
  - c. Status of Professional Certification including whether the Vendor meets the minimum requirements to provide service.
  - d. Cost of providing services as outlined in Section XI SCOPE OF WORK.
  - e. All criteria identified in Attachment F, Proposal Evaluation Form.

## **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Vendor agrees that should it be awarded a contract, the Vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful Vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract

period. A sample contract is attached to this Request for Proposal as Attachment G. It is the Vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Vendor agrees to the terms and conditions as stated in the contract.

- E. The terms and conditions of this Request for Proposal as well as the Vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the Vendor's qualifications. Should any of the information requested by Mendocino County be considered by the Vendor to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Vendor as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.

G. Open Procurement

- 1. The Vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Vendor's Proposal. Items and/or services that the Vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
- 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
- 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
- 4. Mendocino County reserves the right to negotiate a contract with more than one Vendor at the same time.

H. Local Vendor Preference:

- 1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
  - a. Those contracts which State Law or, other law or regulation precludes this local preference.
  - b. Public Works construction projects.



2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

## **X. BACKGROUND INFORMATION**

The Laytonville Landfill (SWIS: 23-AA-0008) is an approximately 7-acre inactive Class III solid waste disposal facility in central Mendocino County, approximately 1.75 miles southwest of the community of Laytonville, California. 1825 Branscomb Road. APN 01425032. NE ¼ of SW ¼ Sec 14, T21N, R15W, MDBM. A location map is included as Figure 1. A general site map is included as Figure 2.

Final cover was placed on the Laytonville Landfill in 1997; however, following construction, slope stability analyses performed to evaluate the final cover determined that the cap does not meet requirements included in 27 CCR. In response to this condition the County hired a consultant to complete a field and laboratory investigation of the final cover and to develop a recommendation to repair or reconfigure the final cover to comply with 27 CCR.

The Joint Technical Document (JTD) Final Closure/Post Closure Maintenance Plan (FCPCMP), November 2006, proposes an "engineered alternative" final cover to satisfy all requirements included in 27 CCR, Sections 21090 and 20080(b). The engineered alternative cover includes two final cover "sections." On landfill deck areas the existing final cover, constructed in 1997 using a geosynthetic clay layer (GCL), was proposed to be retained. Since the stability of the GCL final cover on the landfill slopes is not currently satisfactory, as detailed in Section 3.3.2 of the JTD, the side slopes of the landfill cover were proposed to be reconstructed to remove the GCL section and replace it with a clay soil barrier layer.

In addition to the need to reconfigure the final cover, several other problematic site conditions were also proposed to be addressed in the JTD including the following:

- The height between existing exterior benches locally exceeds the 50-foot vertical spacing maximum allowed under 27 CCR. A revised final grading and drainage control scheme has been prepared to address this condition.
- The existing "half-rounds" that were used as part of the final drainage control system are not adequately conveying surface water flows away from the refuse fill area. Existing half-round CMPs are proposed to be replaced using a geotextile-lined pipe and rock drainage system.
- Removal of the geosynthetic cover components to reduce the likelihood of leachate seeps and additional gas controls to minimize the potential for volatile organic compounds (VOCs) to be transmitted to seeps.

- The Final Cover design includes provisions for an enhanced gas venting system at the site. In addition, as a precautionary measure and to allow for conversion to active gas collection (if required), the new gas venting system will include a number of deep vertical gas wells that will be installed through the full thickness of wastes. If leachate is encountered at the refuse/native interface, then provisions will be provided to allow for leachate extraction.

The JTD/FCPCMP (April 2005, Revised November 2006) includes all the technical support data (e.g. stability analyses, hydrologic analyses, etc.) required under 27 CCR to demonstrate the suitability of the revised closure design at the time.

*It is the Department's intention to pursue an "engineered alternative" design to address side slopes and other noted problematic site conditions as opposed to complete cover replacement.*

The Revised JTD/FCPCMP was not submitted until recently in 2020 and since its development much has happened that affect JTD updates. A brief outline of landfill activities since the JTD is presented below.

- In 2006 the landfill face below the access road to pond 1 at the southwest corner of the landfill was repaired with rock slope protection as a result of storm damage.
- In 2007 a small portion of the western slope above the access road and adjacent to pond 1 was repaired with rock slope protection. There was also a section that was protected with plastic sheeting at the lower slope hinge point above the pond that extends from the RSP repair through the 2017 slide repair, thence to the other side of pond 1.
- In 2011 repairs on the eastern slope included the regrading of eroded and sloughing slopes, a rock lined ditch at the toe of the slope and installation of a second half-round CMP mid-slope drain below the existing mid-slope drain. Google Earth shows the eastern slope being covered in plastic sheeting from 2003 until repair in 2011. The CMP half pipes that were used as drainage ditches on the upper deck were full of sediment and removed as part of the project. (The CMP half-rounds were removed due to being filled in with sediment. Iso-settlement within the areas of CMP half-round removal may be as a result of half-round removal and subsequent regrading, or indicative of erosion that filled the half-rounds, perhaps both.)
- In 2016 undermining of the lower CMP half-round on the eastern slope created a small blowout on the lower end/downhill side of the culvert and was repaired under the presumption that the cause was localized. (A site inspection in fall 2018 indicated that this was not the case with the entire length of culvert being undermined due to piping of sand under-fill. Rodent activity as evidenced by collapsed burrows and piping, along with surface rilling, and soil collapse adjacent to the culvert lining likely contributed to increased run-on and subsequent erosion under the culvert lining.)
- In 2017 a portion of the western face of the landfill above sedimentation pond #1 was repaired with RSP facing to repair soils that slipped off the geosynthetic clay barrier from top to bottom of the landfill as a result of the winter 2015 storms.

- Since 2018, temporary repairs on the eastern slope have concentrated on protecting slopes with temporary plastic sheeting to route water directly to the lower half-round drainage culvert, filling of rodent burrows and rills, and filling voids under the lower culvert to create check dams and reduce the effective erosion flow length to prevent further undermining.
- Iso-settlement mapping surveys were performed in 2019 with landfill settlement being compared to 2006 baseline topographic mapping.
- In 2020 an application was submitted to the North Coast Regional Water Quality Control Board (Water Board) for project implementation.
- By letter dated March 24, 2021, the Water Board raised concern over corrective action well 93-2. Starting in about 2017, corrective action well 93-2 on the southeastern side of the landfill records intra-well exceedances of the upper predictive limit for more than 10 general chemistry indicator parameters and, in general, well 93-2 records increasing trends in several indicator parameters since around 2011. The results from well 93-2 trigger requirement No. 10 of the Monitoring and Reporting Program – Detection of Release. The Water Board has expressed concern regarding the matter and in consideration of updating the JTD/FCPCMP for needed landfill repairs.
- Further discussions with the Water Board resulted in the need for a down-gradient monitoring well from ground water monitoring well 93-2. It has been agreed that this new monitoring well be addressed in the updated JTD/FCPCMP.
- Also, as a result of the application process, it was brought to the County's attention the Cahto Tribe at the Laytonville Rancheria (CAHTO TRIBE) initiated a government-to-government consultation with the CalEPA in May 2020 to address the CAHTO TRIBE's concerns regarding the landfill through a review of available data. To date, the County has been excluded from the process and has not been notified of any findings.
- In August 2021 a Request for Proposals was issued to update the JTD/FCPCMP for landfill construction to address landfill cap deficiencies and other needed improvements. Two proposals were received but then put on hold pending recent developments with the neighboring CAHTO TRIBE.
- On February 22, 2022, a site visit was conducted with representatives from; the County, Water Board, CAHTO TRIBE and their environmental consultant to discuss concerns and issues regarding the landfill.
- By letter dated February 22, 2022, from the Water Board, an extension to update the JTD/FCPCMP was granted to provide an updated schedule which incorporates appropriate engagement with Tribal Leadership and plans for tribal consultation throughout the planning and design phase of the updated Report of Waste Discharge and Joint Technical Documents Package.
- On December 13, 2022, the COUNTY entered into a Memorandum of Understanding (MOU) with the CAHTO TRIBE established a process and timeline for the CAHTO TRIBE's input and review of the project plans, including the following:
  - COUNTY, or consultant for COUNTY, shall consult with CAHTO TRIBE's Executive Committee or designated officer/agent(s) to solicit input on the project prior to beginning design work (scoping phase).
  - COUNTY shall make draft plans and specifications available for CAHTO

TRIBE to review once they are approximately 65% and 90% completed, and any other point at which COUNTY deems CAHTO TRIBE input helpful or necessary to the process.

- CAHTO TRIBE's Executive Committee or designated officer/agent(s) shall review draft plans and specifications and provide written comments or other submittals no later than fourteen (14) business days after drafts are made available for review, unless a longer review time is specified by COUNTY.
- COUNTY reserves the right to proceed with work if CAHTO TRIBE fails to respond and/or provide timely input to COUNTY on project issues. Unless mutually agreed upon, the CAHTO TRIBE will have a minimum of fourteen (14) business days to respond to or provide input on projects.
- COUNTY agrees to review and take into consideration any written comments or other submittals provided by the CAHTO TRIBE; however, the parties agree the CAHTO TRIBE's input is not binding and COUNTY is not obligated to abide by any comments or input provided by the CAHTO TRIBE unless required by law.
- COUNTY commits to provide written responses to the CAHTO TRIBE's comments or input.
- COUNTY agrees to engage Cultural Monitor(s), designated and approved by the CAHTO TRIBE, to be present on site during any earth moving, excavation, drilling or clearing activities that take place as a result of project related activities. Maintenance activities and other activities in previously disturbed areas, and drilling within the landfill footprint are exempt from cultural monitoring.

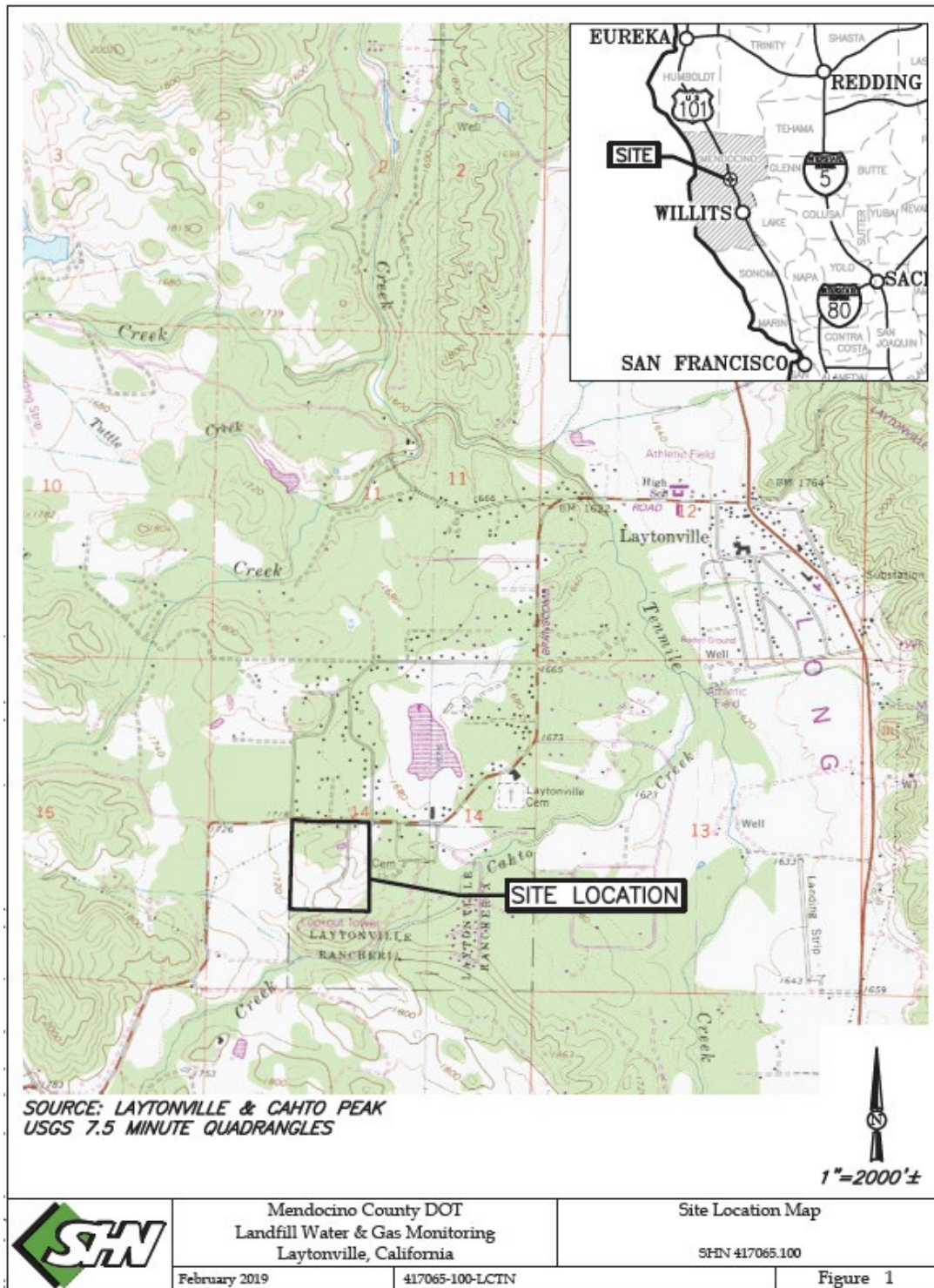
Correspondence between Water Board and COUNTY regarding Detection of Release and engagement with Tribal Leadership is included within Attachment H of this RFP.

Memorandum of Understanding Between the CAHTO TRIBE at the Laytonville Rancheria and County of Mendocino is included within Attachment I of this RFP.

Site documents are available on Geotracker.

Landfill access is behind the County Road Yard or Laytonville Transfer Station behind locked gates. Combination is available by request.

Figure 1





**XI. SCOPE OF WORK**

The scope of work for the project includes the following base tasks:

1. Prepare Plans and Specifications for construction.
2. Prepare Construction Quality Assurance (CQA) Plan.
3. Update Joint Technical Document (Final Closure/Post Closure Maintenance Plan), November 2006, for Laytonville Landfill to be up to date with current regulatory requirements and final design for construction. Updated JTD shall address Water Board concerns included within Attachment H of this RFP.
4. Develop and prepare required permits and CEQA documentation for project construction.
5. Participate in an engagement process with the Cahto Tribe of the Laytonville Rancheria (CAHTO TRIBE) in accordance with the attached MOU between COUNTY and CAHTO TRIBE.
6. Prepare for, attend, and participate in up to two community meetings in Laytonville, California.

COUNTY may require the assistance of CONSULTANT during the advertise and award process and during construction to answer Requests for Information (RFI) as pertains to plans, specifications and CQA plan. A contract amendment shall be issued for this task, if necessary.

**XII. PROPOSAL FORMAT AND CONTENT**

**Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:**

- A. An executive summary and written narrative, including a detailed description of your organization's experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- B. A description of the process/approach to be used in providing the services described in Sections XI – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- C. A description of Contractor's experience in providing the requested services.
- D. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- E. Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification

information about Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.

- F. Any exceptions to the terms and conditions as specified in Attachment G to this RFP. The terms and conditions not specifically identified will be considered acceptable to Contractor.
- G. Two (2) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Contractor has worked to provide services.
- H. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- I. Timeline indicating implementation schedule and training schedule (if applicable).
- J. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

### **XIII. FORMAT OF COST PROPOSAL**

The Vendor must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

### **XIV. CONTRACT**

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected vendor has not signed the agreement within two (2) weeks after the notification of intent of award.
- B. Execution of Contract
  - 1. Upon the acceptance of a Vendor's Proposal, County will prepare and submit a contract to the successful Vendor for signature. (See sample contract, as Attachment G, which contains required contractual language.) In the event that the successful Vendor fails, neglects or refuses to execute the contract within two (2)



weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

2. Incorporated by reference into the contract which is to be entered into by County and the successful Vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Vendor's response thereto, and (b) all written communications between County and the successful Vendor whose Proposal is accepted.

#### C. No Assignment

Assignment by the successful Contractor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

#### D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### E. Contract Term

The term of the AGREEMENT(s) will be for a period of up to three (3) year(s) with the option to extend the AGREEMENT(s) up to two (2) additional one-year periods.

#### F. Insurance

Prior to commencement of this AGREEMENT, the CONTRACTOR(s) shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR(s) upon request shall provide a certified copy of the policy or policies. Refer to Exhibit C (Insurance Requirements) of Attachment G, Sample Mendocino County Contract.

## **XVI. REJECTION OF PROPOSALS**

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in

part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected contractor will be required to obtain a County business license if not already held.

## **XVII. GENERAL CONDITIONS**

While the intent of the County is to award the contract to the selected Vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

### Limitations

- 1) The Vendor should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Vendor should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to the Vendor at any time during the period of the project if the County finds that the Vendor's performance is not satisfactory (as specified in Attachment G – Sample Mendocino County Contract, paragraph 19).
- 3) Contract payments will be made on the basis of satisfactory performance by the Vendor as determined by the County. Final payment to the Vendor will only be made when the County finds that the work performed by the Vendor to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

## **XVIII. LIST OF ATTACHMENTS**

Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)  
Attachment B – Proposal Checklist/Table of Contents  
Attachment C – Exceptions to RFP  
Attachment D – Letters of Reference

- Attachment E – Certificate of Non-collusion
- Attachment F – Proposal Evaluation Form
- Attachment G – Sample Mendocino County Contract
- Attachment H – Water Board and County Correspondences
- Attachment I – Memorandum of Understanding Between the Cahto Tribe at the Laytonville Rancheria and County of Mendocino

**ATTACHMENT A  
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

County of Mendocino  
Department of Transportation

 **Engineering Services for Laytonville Landfill Cover Repairs**  
RFP No. 220042

<b>RFP No.</b>	<b>220042</b>
<b>RFP Issue Date:</b>	<b>February 1, 2023</b>
<b>RFP Submission Deadline:</b>	<b>March 31, 2023</b>

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 220042", and delivered by 2:00 p.m. March 31, 2023 to: Mendocino County Department of Transportation, Attn: Alex Straessle, 340 Lake Mendocino Drive, Ukiah, CA 95482.

**Questions regarding this RFP should be directed to:**

- Procedural inquires: Amber Fisette, Deputy Director of Transportation  
(707) 234-2838  
fisettea@mendocinocounty.org
- Technical inquires: Alex Straessle, Engineer II  
(707) 234-2803  
straessa@mendocinocounty.org

**This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.**

**Vendor Authorized Representative**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Email: \_\_\_\_\_

**RFP Contact Information (if different then above)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Certifications:

- 1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?  
 YES     NO
- 2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?  
 YES     NO
- 3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.  
 YES     NO
- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?  
 YES     NO
- 5. Do you agree that the proposal amount includes all costs incident to the proposed contract?  
 YES     NO
- 6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?  
 YES     NO
- 7. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract ?  
 YES     NO
- 8. Is prevailing wage work required to complete the scope of work? If so, provide DIR Registration numbers.  
 YES     NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____ (Printed name)
Signature: _____

Date: _____
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**ATTACHMENT B  
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

<b>Proposal Check List/Table of Contents</b>	<b>Page No.</b>
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	
Insurance Coverage (Certificate of Insurance)	
Acknowledgement of receipt of any and all addenda issued	



**ATTACHMENT D  
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

<b>Agency</b>	<b>Contact Name/Address</b>	<b>Phone No.</b>	<b>Dates Services Provided (From/Through)</b>



**ATTACHMENT E  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_, 2022  
Date

**ATTACHMENT F**  
**COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM**  
**RFP No. 220042**  
**ENGINEERING SERVICES FOR LAYTONVILLE LANDFILL COVER REPAIRS**

Vendor Name: \_\_\_\_\_

Evaluated By: \_\_\_\_\_

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Cost	15 points		
E.	Implementation Plan and Schedule	35 points		
F.	Relevant Experience	25 points		
G.	References	10 points		
H.	Overall Proposal	15 points		

Evaluation Total (Maximum 500)		
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Comments:

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**Scoring: (To be performed by the Executive Office/Purchasing Agent)**

Weight      X      \*Rating (per Scale)      =      Points Total

\*Rating Scale: 5 = Excellent    4 = Above Average    3 = Average    2 = Fair    1 = Poor    0 = Unacceptable

**ATTACHMENT G – SAMPLE MENDOCINO COUNTY CONTRACT**

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Mendocino County ePayables Information
- Exhibit E     Department of Industrial Relations Compliance with SB 854

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through \_\_\_\_\_, 20\_\_\_\_\_.

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**DEPARTMENT FISCAL REVIEW:** Transportation

**CONSULTANT/COMPANY NAME:**

HOWARD N. DASHIELL, Director    DATE \_\_\_\_\_

By: \_\_\_\_\_

Budgeted:  Yes     No

**NAME AND ADDRESS OF CONSULTANT:**

Budget Unit: \_\_\_\_\_

\_\_\_\_\_

Line Item: \_\_\_\_\_

\_\_\_\_\_

Grant:  Yes     No

\_\_\_\_\_

Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

By: \_\_\_\_\_  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

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

**ATTEST:**  
DARCIE ANTLE, Clerk of said Board

**COUNTY COUNSEL REVIEW:**

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

By: \_\_\_\_\_  
Deputy

DARCIE ANTLE, Clerk of said Board

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

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Risk Management

By: \_\_\_\_\_  
Deputy CEO

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

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

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed**  \_\_\_\_\_

**Mendocino County Business License: Valid**

**Exempt Pursuant to MCC Section:** \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT,

withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from

any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges



prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482

Attn:

To CONSULTANT: [Name of Consultant]  
[Number and Street]  
[City, State, Zip Code]  
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any

and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by

the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONSULTANT shall provide the following services:

[END OF DEFINITION OF SERVICES]



**EXHIBIT B**

PAYMENT TERMS

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general--vanity--sg01vn000r\\_epayablesvendors--na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na)

**EXHIBIT E**  
**DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854**

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

These requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

1. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, applies to all public works projects.
2. Public Works Contractor Registration Program
  - a. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
  - b. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

DIR maintains an up-to-date listing of registered contractors.

There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees and allow unregistered contractors to be replaced with registered ones.

2. Notice Requirements

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. The prime contractor must post the following job site notices prescribed by regulation [pursuant to Calif. Code Reg. 16451(d)]:

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).”

3. Furnishing of electronic certified payroll records to Labor Commissioner
  - a. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
4. The prime contractor is required to secure the payment of worker’s compensation to his or her employees pursuant to Labor Code Section 1860.
5. The project is subject to prevailing wages. Pursuant to the provisions in Section 1773 of the Labor Code of the State of California, the Board of Supervisors of the County of Mendocino has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages, and the schedule of employer payments for health and welfare, vacation, pension and similar purposes in the County. Interested parties may review these wage rates and schedules at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, California. The successful Contractor shall obtain a copy of prevailing wage rates from the Engineer and shall post same at a prominent place at the job site pursuant to Labor Code Section 1771.4.
6. For this contract, the general prevailing rate of wages as ascertained by County shall be those in effect on the bid date. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced in the published wage rates of the Director of the Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov).

**ATTACHMENT H**  
**WATER BOARD AND COUNTY CORRESPONDENCES**

Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION

Road Commissioner  
County Engineer, RCE 42001  
County Surveyor, PLS 7148



FUNCTIONS

Administration & Business Services  
Airports  
Engineering  
Land Improvement  
Roads and Bridges  
Landfills

**COUNTY OF MENDOCINO**  
**DEPARTMENT OF TRANSPORTATION**  
340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

May 21, 2020

Gina.Morrison  
North Coast Regional Water Quality Control Board, R1  
5550 Skylane Blvd. Ste. A  
Santa Rosa, CA 95403

RE: APPLICATION FOR FINAL COVER REPAIRS FOR LAYTONVILLE LANDFILL

Gina,

Please find enclosed the application and supporting documentation for implementation of final cover repairs for Joint Technical Document (Final Closure/Post Closure Maintenance Plan) Laytonville Landfill (JTD).


The JTD of April 2005 was submitted for review and comment; forty-three comments were received and addressed with the JTD being updated accordingly in November 2006. Response to comments, the revised JTD and application for Solid Waste Facility Permit/Waste Discharge Requirements were never submitted.

The County understands the need to reevaluate the proposed "engineered alternative" final cover for the Laytonville landfill in consideration of recent iso-settlement mapping and landfill repairs since the JTD was submitted for review and comment. Of the forty-three comments received some were administrative and procedural and others were more substantive in nature in so far as final cover design is concerned in that they may affect the proposed "engineered alternative" final cover design. As such, concurrence or closure is needed on outstanding questions/responses to questions before proceeding forward with updating the "engineered alternative" final cover and appurtenant landfill improvements with consideration to recent iso-settlement mapping and landfill maintenance activities after the JTD of 2006.

After approval of comments/response to comments are received, to the degree feasible at this time, the County may move forward with hiring a Consultant to update the JTD in consideration to recent iso-settlement mapping, landfill maintenance activities after the JTD of 2006, and to complete CEQA.

If you may have any questions or concerns do not hesitate to contact me.

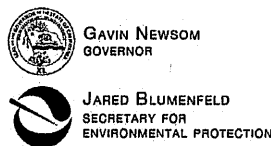
Sincerely,

  
Alex Straessle  
Engineer II

CC: Gary Leonard, LEA  
Bill Hereth, CalRecycle

Attachments:

FORM 200 and supporting documentation.



**State of California  
Regional Water Quality Control Board  
APPLICATION/REPORT OF WASTE DISCHARGE  
GENERAL INFORMATION FORM FOR  
WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT**

**I. FACILITY INFORMATION**

**A. FACILITY:**

Name Laytonville Landfill  
Address 1825 Branscomb Road  
City/County/State/Zip Code Laytonville, CA 95454  
Contact Person Alex Straessle  
Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org

**B. FACILITY OWNER:**

Name County of Mendocino  
Address 501 Low Gap Road  
City/State/Zip Code Ukiah, CA 95482  
Contact Person Alex Straessle  
Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org  
Federal Tax ID \_\_\_\_\_

Owner Type (Mark one):

- Individual  Corporation  Governmental Agency  Partnership  
 Other: \_\_\_\_\_

**C. FACILITY OPERATOR (The agency or business, not the person):**

Name Mendocino County Department of Transportation  
Address 340 Lake Mendocino Drive  
City/State/Zip Code Ukiah, CA 95482  
Contact Person Alex Straessle  
Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org

Operator Type (Mark one):

- Individual  Corporation  Governmental Agency  Partnership  
 Other: \_\_\_\_\_



**D. OWNER OF THE LAND**

Name County of Mendocino

Address 501 Low Gap Road

City/State/Zip Code Ukiah, CA 95482

Contact Person Alex Straessle

Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org

Owner Type (Mark one):

- Individual
- Corporation
- Governmental Agency
- Partnership
- Other: \_\_\_\_\_

**E. ADDRESS WHERE LEGAL NOTICE MAY BE SERVED**

Address 340 Lake Mendocino Drive

City/State/Zip Code Ukiah, CA 95482

Contact Person Alex Straessle

Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org

**F. BILLING ADDRESS**

Address 340 Lake Mendocino Drive

City/State/Zip Code Ukiah, CA 95482

Contact Person Alex Straessle

Telephone Number (707) 463-4363 Email straessa@mendocinocounty.org

**II. TYPE OF DISCHARGE**

Check Type of Discharge(s) Described in this Application:

- Waste Discharge to Land
- Waste Discharge to Surface Water

Check all that apply:

- Animal or Aquacultural Wastewater
- Animal Waste Solids
- Biosolids/Residual
- Cooling Water
- Domestic/ Municipal Wastewater Treatment and Disposal
- Dredge Material Disposal
- Hazardous Waste (see instructions)
- Industrial Process Wastewater
- Land Treatment Unit
- Landfill (see instructions)
- Mining
- Storm Water
- Surface Impoundment
- Waste Pile
- Wastewater Reclamation
- Other, please describe \_\_\_\_\_

**III. LOCATION OF THE FACILITY**

Describe the physical location of the facility:

1. Assessor's Parcel Number(s)

Facility: 01425032

Discharge Point: 01425032

2. Latitude

Facility: 39d 40m 19.5s N

Discharge Point: 1) 39d 40m 10s N 2) 39d 40s 18.1m N

3. Longitude

Facility: 123d 30m 17.8s W

Discharge Point: 1) 123d 30s 32.2m W 2) 123d s0m 16.7s W

**IV. REASON FOR FILING**

Check all that apply:

- New Discharge or Facility
- Change in Design or Operation
- Change in Quantity/Type of Discharge
- Changes in Ownership/Operator (see instructions)
- Waste Discharge Requirements Update or NPDES Permit Reissuance
- Other: \_\_\_\_\_

**V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Name of Lead Agency County of Mendocino

Has a public agency determined that the proposed project is exempt from CEQA?

- Yes
- No

If yes, state the basis for the exemption and the name of the agency supplying the exemption on the line below:

\_\_\_\_\_  
\_\_\_\_\_

Has a "Notice of Determination" been filed under CEQA?

- Yes
- No

If Yes, enclose a copy of the CEQA document, Environmental Impact Report (EIR), or Negative Declaration. If No, identify the expected type of CEQA document and expected date of completion.

Expected CEQA Documents:  EIR  Negative Declaration

Expected CEQA Completion Date: prior to initiation of construction

**VI. OTHER REQUIRED INFORMATION**

Please provide a COMPLETE characterization of your discharge. A complete characterization includes, but is not limited to, design and actual flows, a list of constituents and the discharge concentration of each constituent, a list of other appropriate waste discharge characteristics, a description and schematic drawing of all treatment processes, a description of any Best Management Practices (BMPs) used, and a description of disposal methods.

Also include a site map showing the location of the facility and, if you are submitting this application for an NPDES permit, identify the surface water to which you propose to discharge. Please try to limit your maps to a scale of 1:24,000 (7.5' USGS Quadrangle) or a street map, if more appropriate.

**VII. OTHER**

*Attach additional sheets to explain any responses which need clarification. List attachments with titles and dates below:*

Attachment 1- Form 200 Part VII. Other, May 2020

Attachment A- Facility Information/Proposed Change, October 2006 / Attachment B- JTD Response to Comments, March 2007

Attachment C- Is-Settlement Mapping, June 2019 / Attachment D- Landfill Map

You will be notified by a representative of the RWQCB within 30 days of receipt of your application. The notice will state if your application is complete or if there is additional information you must submit to complete your Application/Report of Waste Discharge, pursuant to Division 7, Section 13260 of the California Water Code.

**VIII. CERTIFICATION**

"I certify under penalty of law that this document, including all attachments and supplemental information, were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name Howard N. Dashiell Title Director  
Signature Howard N. Dashiell Date 5-21-20

**FOR OFFICE USE ONLY**

Date Form 200 Received:	Letter to Discharger:	Fee Amount Received:	Check #:
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**ATTACHMENT 1**  
**FORM 200 PART VII. OTHER**

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**SECTION III. LOCATION OF THE FACILITY**

There are two discharge points associated with the Laytonville landfill. Discharge point #1 is located at the southwest corner of the property below sedimentation pond #1. Discharge point #2 is located along the eastern fence line below the leachate containment facility within the vicinity of gas monitoring point LFG-2.

**SECTION IV. REASON FOR FILING**

Please see Attachment A. prepared by BAS in 2007 as part of an E-1-77 application package that was never submitted. Also included as Attachment B. are response to comments to the Joint Technical Document (Final Closure/Post-Closure Maintenance Plan), Laytonville Landfill, Mendocono County, California, April 2005 (JTD). The JTD, Revised November 2006 has been previously provided in hard copy and uploaded to Geotracker.

**SECTION V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Due to potentially unknown project design changes potential project impacts cannot fully be evaluated towards demonstrating CEQA compliance. Also, the Department is anticipating that this will be a protracted process that may jeopardize the usefulness of biological studies and reports for CEQA and project implementation. Once final design changes have been made and approved, CEQA may be finalized prior to initiation of construction. It is hoped that the RWQCB and CIWMB will review and conditionally approve the JTD (FCPCMP) pending completion of CEQA.

**SECTION VI. OTHER REQUIRED INFORMATION**

Discharge characterization is covered in detail through Monitoring and Reporting Program (MRP) reporting and is available on Geotracker.

The MRP for the Laytonville Landfill requires that Iso-settlement mapping be performed in 2019 and every five years thereafter. 2019 Iso-Settlement mapping was completed that depicts differential settlement for a 13 year period between May 2006 and April 2019. The NCRWQCB has expressed concern of GCL boundary layer integrity in areas of settlement over 2 feet and that the Final Cover Remediation Plan should be reevaluated in consideration of recent iso-settlement mapping (Iso-settlement mapping is included as Attachment C).

Also of concern is that since the JTD of 2006, there have been several repairs to the landfill that need to be considered as part of the Final Cover Remediation Plan. Changes since that time are briefly discussed below in order of occurrence and included on the landfill map included as Attachment D.

- In 2006 the landfill face below the access road to pond 1 at the south west corner of the landfill was repaired with rock slope protection as a result of storm damage.
- In 2007 a small portion of the western slope above the access road and adjacent to pond 1 was repaired with rock slope protection. There was also a section that was protected with plastic sheeting at the lower slope hinge point above the pond that extends from the RSP repair through the 2017 slide repair, thence to the other side of pond 1.
- In 2011 repairs on the eastern slope included the regrading of eroded and sloughing slopes, a rock lined ditch at the toe of the slope and installation of a second half-round CMP mid-slope

drain below the existing mid-slope drain. Google Earth shows the eastern slope being covered in plastic sheeting from 2003 until repair in 2011. The CMP half pipes that were used as drainage ditches on the upper deck were full of sediment and removed as part of the project. (The CMP half-rounds were removed due to being filled in with sediment. Iso-settlement within the areas of CMP half-round removal may be as a result of half-round removal and subsequent regrading, or indicative of erosion that filled the half-rounds, perhaps both.)

- In 2016 undermining of the lower CMP half-round created a small blowout on the lower end/downhill side of the culvert and was repaired under the presumption that the cause was localized. (A site inspection of fall 2018 indicated that this was not the case with the entire length of culvert being undermined due to piping of sand under-fill. Rodent activity as evidenced by collapsed burrows and piping, along with surface rilling, and soil collapse adjacent to the culvert lining likely contributed to increased run-on and subsequent erosion under the culvert lining.)
- In 2017 the eastern face of the landfill above sedimentation pond #1 was repaired with RSP facing to repair soils that slipped off the geosynthetic clay barrier from top to bottom of the landfill as a result of the winter 2015 storms.
- Since 2018, temporary repairs on the eastern slope have concentrated on protecting slopes with temporary plastic sheeting to route water directly to the culvert, filling of rodent burrows and rills, and using anything feasible to place in voids under the culvert to create check dams and reduce the effective erosion flow length to prevent further undermining.

The JTD of April 2005 was submitted for review and comment, comments were received and addressed with the JTD being updated accordingly in November 2006. Response to comments, the revised JTD and application for Solid Waste Facility Permit/Waste Discharge Requirements were never submitted. Several comments/response to comments are rather substantive in that they may affect the proposed "engineered alternative" final cover design. Concurrence is needed on outstanding questions/responses to questions before proceeding forward with updating the "engineered alternative" final cover and appurtenant landfill improvements with consideration to recent iso-settlement mapping and landfill maintenance activities after the JTD of 2006.

## ATTACHMENT A

### Part 3. FACILITY INFORMATION

#### A. PROPOSED CHANGE (Check applicable box(es)):

##### 1. DESIGN (describe):

Final cover was placed on the Laytonville Landfill in 1997. However, following construction, slope stability analyses performed to evaluate the final cover determined that the cap does not meet requirements included in 27 CCR. In response to this condition, SWD contracted GeoLogic Associates (GLA) to complete a field and laboratory investigation of the final cover and to develop a recommendation to repair or reconfigure the final cover to comply with 27 CCR.

As detailed in the Slope Stability Evaluation report prepared by GLA (Appendix A of the JTD [FCPCMP]), the evaluation determined that the low interface strengths of the geosynthetic components of the existing final cover resulted in problematic stability conditions. A subsequent Landfill Cover Soil Evaluation prepared by GLA (Appendix B of the JTD [FCPCMP]) concluded that the existing foundation and vegetative layer soils could be processed and compacted to meet 27 CCR low-permeability layer requirements for a final cover. Based on these findings, and after comparison with other final cover remediation alternatives, recommended repair of the final cover involves the following:

- Removal and stockpiling of the existing 18-inch thick vegetative cover soils from the final cover slopes.
- Removal and disposal of existing geosynthetic barrier layer from the final cover slopes.
- Reprocessing and recompaction of the upper 6 inches of the existing 2-foot thick foundation layer on landfill slopes.
- Processing and compaction of 6 inches of low-permeability borrow soils for inclusion in the final cover barrier layer on landfill slopes.
- Replacement and recompaction of stockpiled vegetative layer soils.

The final cover repairs proposed for the Laytonville Landfill by Mendocino County constitute an "engineered alternative" final cover that satisfy all requirements included in 27 CCR, Sections 21090 and 20080(b). The engineered alternative cover will include two final cover "sections." On landfill deck areas, the existing final cover, constructed in 1997 using a geosynthetic clay layer (GCL), will be retained. Since the stability of the GCL final cover on the landfill slopes is not currently satisfactory, the side slopes of the landfill cover will be reconstructed to remove the GCL section and replace it with a clay soil barrier layer.

GCL barrier layers have been incorporated in numerous landfill covers throughout California and its use at the site was approved in 1996 by both the RWQCB and the CIWMB prior to construction of the existing landfill cover. The hydraulic conductivity of the GCL (approximately  $1 \times 10^{-9}$  centimeters per second [cm/s]) is significantly less than the State's prescriptive standard of  $1 \times 10^{-6}$  cm/s, which provides for improved waste isolation/containment from seasonal rain water. In addition, isolation of waste is also furthered by the low permeability properties expected of the underlying clayey foundation layer soils that testing at the site indicates also typically meet the State's prescriptive standard for barrier layers.

In addition to the need to reconfigure the final cover, several other problematic site conditions will also be addressed by this project including the following:

- The height between existing exterior benches locally exceeds the 50-foot vertical spacing maximum allowed under 27 CCR. A revised final grading and drainage control scheme has been prepared to address this condition.
- The existing "half-rounds" that were used as part of the final drainage control system are not adequately conveying surface water flows away from the refuse fill area. As detailed herein, the half-rounds will be removed, disposed, and replaced using a geotextile-lined pipe and rock drainage system.
- Leachate seeps seasonally daylight the final cover along the landfill's eastern slope. Removal of the geosynthetic cover components should improve this condition and the additional gas controls that will be provided for this project will minimize the potential for volatile organic compounds (VOCs) to be transmitted to seeps.
- Inasmuch as landfill gas poses a threat to groundwater quality in the area, and as a means of reducing VOC concentrations in seeps at the site, the Final Cover design includes provisions for an enhanced gas venting system at the site. In addition, as a precautionary measure and to allow for conversion to active gas collection (if required), the new gas venting system will include a number of deep vertical gas wells that will be installed through the full thickness of wastes. If leachate is encountered at the refuse/native interface, then provisions will be provided to allow for leachate extraction.

## ATTACHMENT B



**BRYAN A. STIRRAT & ASSOCIATES**  
CIVIL AND ENVIRONMENTAL ENGINEERS

March 21, 2007

JN: 2003.0164/200

Ms. Gina M. Morrison, P.E.  
Water Resource Control Engineer  
Regional Water Quality Control Board  
North Coast Region  
5550 Skylane Boulevard, Suite A  
Santa Rosa, California 95403

**RE: RESPONSE TO RWQCB COMMENTS  
FINAL CLOSURE / POST-CLOSURE MAINTENANCE PLAN  
LAYTONVILLE LANDFILL, MENDOCINO COUNTY**

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Dear Ms. Morrison:

On behalf of the County of Mendocino (County), this letter and attachments provide responses to comments provided by the Regional Water Quality Control Board – North Coast Region (RWQCB) in its letter dated May 13, 2005 regarding the draft Joint Technical Document (Final Closure/Post Closure Maintenance Plan) (JTD (FCPCMP)) that was prepared by Bryan A. Stirrat & Associates (BAS) and GeoLogic Associates (GLA) for the Laytonville Landfill (April 2005). RWQCB comments are listed below together with the County's responses. The revised JTD (FCPCMP) is included as Attachment A to this letter.

**Comment 1:** The JTD/ROWD should include a completed JTD index and Form E-1-77 (in lieu of a Form 200). We have enclosed a copy of the index and Form E-1-77. In addition, you may download a copy of the index from the State Water Resources Control Board (SWRCB) website at [http://www.waterboards.ca.gov/cwphome/land/avail\\_docs.html](http://www.waterboards.ca.gov/cwphome/land/avail_docs.html) and a copy of Form E-1-77 from <http://www.ciwmb.ca.gov/LEACentral/Forms/#Permit>.

**Response:** As referenced in Section 1.1, a JTD Index has been included with the JTD (FCPCMP) as Appendix J. Only those items that are applicable to the closure of the Laytonville Landfill have been indexed on the JTD Index. Also, Form E-1-77 has been completed for submittal with this response to comments and is included as Attachment B.



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**Comment 2:** The JTD/ROWD must include information demonstrating compliance with 40 Code of Federal Regulations (CFR) 258. We have provided a copy of a SWRCB-created checklist for guidance in meeting this requirement.

**Response:** The Subtitle D Checklist has been completed for those items related to landfill closure. The checklist is referenced in Section 1.1 of the JTD (FCPCMP) as Appendix K.

**Comment 3:** The Discharger must provide an updated interested parties list with both names and mailing addresses. The interested parties list should include citizens' groups, environmental organizations, nearby property owners, government and tribal contacts, persons that have expressed interest in the site, and local media. You should provide both a hard copy of this information, as well as an electronic file on computer disk in an Access™ or Excel™ format, with 13 columns labeled assessor's parcel number (if applicable); first name; last name; agency or organization (if applicable); P.O. Box (where needed for mail delivery); street number; street name; city; state; zip code; phone number (if available); facsimile number (if available); and site name. Where data for a given column is not applicable or available, the column should be left blank for that entry. All entries at a minimum must have a name and valid mailing address. For your project, the site name is Laytonville SWDS.

**Response:** Comment is noted. An updated listing of interested parties is provided in the JTD (FCPCMP) as Table 7 as referenced in Section 1.6. An electronic copy is also included herein as Attachment C for the RWQCB.

**Comment 4:** Please revise the schedule submitted (Table 1) in the document to include the proper time intervals to allow for regulatory review, approval, and adoption of Waste Discharge Requirements (WDRs) prior to the start of closure construction and for having erosion control measures in place by October 1st per WDR requirements.

**Response:** Table 1 has been revised to include regulatory review, approval, and adoption of the Waste Discharge Requirements prior to the start of closure construction. Upon commencement of construction activities, erosion control measures will be in place by 1st of October. This information is discussed in Section 3.3.1 of the JTD (FCPCMP).

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**Comment 5:** In Sections 1.1 and 3.2.2 and Appendix F, you indicate that your proposed replacement cap for the side slopes consists of 18 inches of foundation soils, 12 inches of low permeability clay, and 18-inches of vegetative soils. This proposal does not meet the minimum requirements of Title 27 California Code of Regulations (CCR). The proposed design must comply with Title 27 CCR.

**Response:** Mendocino County proposes to construct an "engineered alternative" final cover at the Laytonville Landfill that satisfies all requirements included in 27CCR Sections 21090 and 20080(b). The engineered alternative cover will include two final cover "sections". On landfill deck areas, the existing final cover which was constructed in 1997 using a geosynthetic clay layer (GCL) will be retained. Since the stability of the GCL final cover on the landfill slopes is not currently satisfactory, as detailed in Section 3.3.2, the side slopes of the landfill cover will be reconstructed to remove the GCL section and replace it with a clay soil barrier layer.

GCL barrier layers have been incorporated in numerous landfill covers throughout California and its use at the site was approved in 1996 by both the RWQCB and the CIWMB prior to construction of the existing landfill cover. The hydraulic conductivity of the GCL (approximately  $1 \times 10^{-9}$  centimeters per second [cm/s]) is significantly less than the state's prescriptive standard of  $1 \times 10^{-6}$  cm/s, which provides for improved waste isolation/containment from seasonal rain water. In addition, isolation of waste is also furthered by the low permeability properties expected of the underlying clayey foundation layer soils that testing at the site indicates also typically meet the state's prescriptive standard for barrier layers.

As indicated in Appendix D and earlier studies of the site, testing completed by GeoLogic Associates ([GLA]; 2002a, 2002b) to evaluate the permeability and engineering properties of existing foundation layer soils and soils that are available for use at the site indicate that, when properly moisture conditioned and compacted, the permeability of site soils meet the state's prescriptive criteria for landfill cap barrier layers (i.e., hydraulic conductivity is less than  $1 \times 10^{-6}$  cm/s). In fact, GLA's testing program indicated that the compaction of the existing foundation layer soils is relatively high (typically, greater than 93%) and that the permeability of these soils typically satisfies the state's prescriptive minimum standard. Considering these conditions and the fact that the same soils will be used for all three landfill cover layers (i.e., foundation, barrier, and vegetative layers), in a real sense, the proposed alternative final cover configuration for the side slopes at the LLF

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can be considered a single unit whose barrier layer thickness will significantly exceed the one-foot minimum thickness required in 27CCR.

Of note, costs for removal and disposal of the GCL from the landfill deck areas and replacement with low-permeability soils would be about \$250,000. Recognizing these costs and the improved performance expected of the retained GCL cover section compared to the prescriptive design, replacement of the GCL on deck areas is considered unreasonably burdensome and impractical for attainment of the state's landfill cover performance standards.

**Comment 6:** The description of the proposed replacement cap does not include enough data to confirm that the 18 inches of foundation layer that are reportedly in place are, in fact, actually present and still meet the compaction requirements of Title 27 CCR. Previous sampling data collected by GLA and data to be collected under the proposed sampling efforts described in Section 3.2.4 will not provide adequate data to confirm that the foundation layer meets the requirements.

**Response:** Several lines of evidence exist to indicate that the landfill foundation layer is/will be at least 2 feet thick on landfill cover slopes and that these soils have been/will be compacted as required in 27CCR Section 21090(a). First, as shown in the Foundation Layer Evaluation report (GLA, July 2006), investigation of the foundation layer soils near the break in slope between the landfill deck and side slope areas indicates that the soils are sufficiently thick and compacted to support the reconstructed barrier and vegetative layers proposed for the side slope areas. Second, the existing landfill cover design was originally based on the need to achieve a maximum slope gradient of 3:1 (horizontal: vertical). Design changes made concurrent with cover construction in 1997 resulted in a flattening of cover slopes to 3.4:1. This was achieved by placing a greater thickness of cover soils on the slopes and by moving the toe of slopes further out from the limits of refuse. This resulted in an even thicker foundation layer thickness on landfill slopes. Third, earlier study of the interim cover soils that existed prior to construction of the existing cap (Anderson Consulting Group, 1997) indicated that these soils were at least ½-foot thick across the entire site and 1- to 2-feet thick across 70 % of the landfill footprint. Subsequent cover construction assumed that the interim cover was only ½-foot thick and that additional foundation layer soils would need to be 18 inches thick to make up a 24-inch thick cover. Fourth, as indicated in Appendix B of the JTD (FCPCMP), compaction testing that was performed during placement of the foundation layer soils documents the adequacy of the compaction effort

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that was applied during construction, and these results will be included in the final "as-built" construction quality assurance (CQA) report that will be submitted following construction of the new final cover. Finally, the confirmation study that is proposed to be performed during the final cover reconstruction project will permit further validation of foundation soils and mitigation, if necessary.

**Comment 7:** Sections 1.1 and 3.3.2 discuss the replacement of the existing half round drainage pipes with asphalt lined open drainage channels. Asphalt lined drainage channels would likely have the same problem that the half-rounds have experienced, where differential settlement has led to undercutting of the drainage structure. Please describe how your proposed design addresses this problem. What is the expected functional life of the asphalt lined drainage channels? In addition, asphalt has the potential to contaminate storm water with volatile and semi-volatile organic compounds, so its use will require additional in-channel monitoring; please ensure that the Closure Plan includes a monitoring element which addresses this concern.

**Response:** The lips along the edge of the steel half round are problematic when compared to asphalt ditches. The steel half rounds have a sharp vertical edge which enhances erosion and undercutting of the drainage feature. When the steel half rounds fail they must be completely removed to reestablish the foundation. For these reasons the steel half rounds have proven more maintenance intensive and unreliable when compared to the asphalt ditches, which have the added benefit of being semi-ductile. In any event, and as indicated in the revised Drawings 4, 6, and 7 in the JTD, to respond to the RWQCB's concerns, the asphalt ditches have been removed from the landfill cover design and have been replaced with PCC paving. The asphalt paving in the design will be replaced with reinforced PCC paving which will be more durable and will not introduce VOC's into the runoff. Waste in the landfill is relatively thin has likely experienced most of the anticipated settlement therefore any problems with differential settlement should be minor and resolved through routine maintenance.

**Comment 8:** Section 1.1 states that the proposed design should minimize leachate seeps that are currently present on the eastern slope. Uncontrolled leachate seeps are a violation of the WDRs. Does the current proposal include leaving the french drain for continued leachate collection and disposal or does the proposed cap reconfiguration eliminate this problem? Please clarify.

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**Response:** By removing the geosynthetic elements currently included in the landfill slope cover section and replacing them with a single low-permeability soil type, the potential for landfill gas condensate to collect on final cover slopes will be greatly reduced. Currently, the french drain system that was installed on the landfill's eastern slope intercepts VOC-impacted surface water that results from landfill condensate collecting at the "vapor gap" that exists within the landfill cover's geonet drainage layer. By eliminating the GCL and geonet drainage layer, a soil "continuum" will be established that, in combination with the new vertical gas wells that are proposed, will promote venting, rather than condensation, of landfill gases. Accordingly, the existing french drain system will not be required and it has been eliminated from the new landfill slope cover section.

**Comment 9:** **Section 1.2.5 – the information provided on groundwater movement does not match data provided in GLA's February report. Please provide groundwater elevation contours and flow movement data for both the Plio-Pleistocene sedimentary aquifer and the Franciscan Formation aquifer.**

**Response:** The comment is noted. Section 1.2.5 has been updated to include the new hydrogeologic data that has been developed during recent monitoring well construction work at the site. The JTD (FCPCMP) has also been updated to present groundwater elevation contour plans for both the upper Continental Terrace groundwater unit and the deeper fractured Franciscan Formation bedrock aquifer included as Figures 3A and 3B.

**Comment 10:** **Section 1.3.2 includes a statement that the LEA should be notified in the event of a change in owner. The RWQCB should also be notified and a new Form E-1-77 provided.**

**Response:** The text in Section 1.3.2 has been revised as requested.

**Comment 11:** **Section 1.5 indicates that the post-closure use will be vegetated open space. Will the site be irrigated or non-irrigated? Non-irrigated is preferred, however short term irrigation to establish vegetation can be allowed if you submit a defined plan for inclusion in the WDRs.**

**Response:** The site will be non-irrigated. Section 1.5 has been revised to reflect this information.

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**Comment 12:** Section 2.1 includes a statement that historic aerial photographs were used to estimate the bottom landfill elevation; please provide a legible copy of these photographs for review.

**Response:** The landfill gas monitoring probes at the site were installed in 1994 by Anderson Consulting Group. While the County of Mendocino is not in possession of the historical aerial photographs which are referenced in Section 2.1 and that were reportedly used to develop the gas probe design, inspection of the USGS Cato Peak quadrangle map (Figure 1) supports the inference that the base landfill is at an elevation of about 1760 feet above sea level.

**Comment 13:** Section 2.1 also includes a statement that there are not hazardous levels of landfill gas present at the landfill, but it does not mention that the Discharger attributes the storm water contamination on the east slope to landfill gas issues. How does this Closure Plan address this surface water contamination from landfill gas?

**Response:** Please see the response to Comment No. 8.

**Comment 14:** Sections 2.2, 2.3, and 4.4 indicate that monitoring is conducted in accordance with WDR Order No. 75-50. The landfill and its monitoring are currently regulated by WDR Order Nos. 75-50 and 93-83, and by several 13267 orders. Please reference these additional regulatory orders in the Closure Plan documentation.

**Response:** The comment is noted. Sections 2.2, 2.3, and 4.4 have been modified to reflect all the monitoring orders.

**Comment 15:** Sections 2.3 and 2.4 are not complete. Please provide more information on the current storm water and surface water sampling programs at the site, and discuss whether additional sampling is necessary during the reconstruction of the cap.

**Response:** The current industrial NPDES permit for the site requires for runoff testing to be completed twice a year. A separate NPDES permit will be obtained to accommodate landfill cover reconstruction at the site. This information has been included in Section 2.4 of the JTD (FCPCMP).

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**Comment 16:** The Section 2.5 discussion regarding the leachate collection and removal system (LCRS) is incomplete and misleading. The original LCRS stopped operating, and the Discharger determined that the piping system had caved in. The Discharger installed the french drain in order to properly drain the storm water from the east slope because this area was found to be marshy. After installation of the french drain system, the Discharger found that the gas condensate layer was contaminating the storm water, thus requiring that the storm water be contained and disposed of as leachate. The french drain system was not designed nor intended to, nor does it function as, a leachate collection and removal system to drain leachate forming in the waste footprint.

Therefore, at present this site does not have an operating LCRS. The Discharger must install a minimum of two leachate observation/sampling wells to determine whether there is a need to rebuild the landfill's LCRS. The leachate well locations should be based on the direction of flow within the first groundwater aquifer, as well as the topography of the landfill's base. Please submit the proposal for the well installation with the closure plan or as a separate report as part of the JTD/ROWD.

**Response:** Section 2.5 was written with the understanding that water that comes into contact with landfill wastes must be considered leachate. Accordingly, the resulting mix of landfill gas condensate and surface water runoff was considered to be leachate. Section 2.5 has been revised to clarify the system description.

As requested, the County of Mendocino will install at least 2 leachate extraction wells through refuse. Since the landfill gas wells that are planned for the site will extend through the full thickness of wastes, if leachate is encountered at the base of refuse, provisions will be provided in these wells for removal of both leachate and landfill gas. The landfill gas venting wells will be installed at representative locations throughout the site, and will take into account the pre-development topography of the landfill footprint and groundwater flow directions on the property.

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**Comment 17:** Section 3.2.1 includes discussion regarding the foundation layer and Appendix F includes discussion about the minimum thickness requirement for the foundation layer, but neither discussion mentions that this foundation layer must be compacted to the maximum density obtainable at optimum moisture content, using methods that are in accordance with accepted civil engineering practice. You must also consider the compaction requirements when determining whether the current foundation is suitable for the cap reconstruction or whether it must be improved.

**Response:** In accordance with accepted geotechnical practice, the Plans and Specifications that were approved by the RWQCB and CIWMB for the existing landfill cover stipulated that the existing foundation layer soils must be a minimum of 2 feet thick and that these soils be compacted to no less than 90% relative compaction at  $\pm 3\%$  of optimum moisture content as determined by ASTM Test Method D-1557. The CQA test results that were obtained during construction of the existing landfill cover confirm these requirements and will be included in the "as-built" report that will be submitted following construction of the Final Cover. (See also response to Comment #6).

**Comment 18:** Section 3.2.2 indicates that engineered alternative caps are allowed under Section 21090, Title 27 CCR. However, the discussion in Section 3.2.2 does not include any reference to Section 20080(b), Title 27 CCR, regarding engineered alternatives. Section 20080(b) states that the Discharger must demonstrate that the construction or prescriptive standard is not feasible, that there is a specific engineered alternative that is consistent with the performance goal addressed by the particular construction or prescriptive standard, and that the alternative affords equivalent protection against water quality impairment. Any proposed engineered alternative will be required to demonstrate compliance with Section 20080(b), Title 27 CCR.

**Response:** See response to Comment No. 5. Section 3.2.2 of the JTD (FCPCMP) has been revised to include the information included in the response to Comment No. 5.



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**Comment 19:** Section 3.2.2 describes a cap design which combines an engineered alternative clay cap with an engineered alternative geosynthetic clay layer cap. The Closure Plan does not include the information necessary to demonstrate compliance with Section 20080(b), Title 27 CCR for either of these separate engineered alternative caps. In addition, you must demonstrate the feasibility of constructing, connecting, and maintaining these two different cap systems and the connection between them. Where has this successfully been done? Will it work at the Laytonville SWDS?

**Response:** The Laytonville Landfill is currently constructed with an approved engineered alternative geosynthetic cover. The County of Mendocino is proposing to remove a portion of the approved engineered alternative geosynthetic cover on the slopes where stability has come into question and replace that portion of the cover with low-permeability clayey soils that will satisfy the State's requirements for a "prescriptive cover". Both the approved alternative cover and the proposed prescriptive cover sections have been constructed and maintained successfully throughout California. The Jamestown Landfill, in Tuolumne County, has been approved and constructed using an alternative cover on portions of the landfill and a prescriptive cover in the remaining area. Of note, the interface between the engineered alternative geosynthetic cover and the prescriptive cover sections will not require any more additional maintenance than what is normally encountered on a prescriptive cover. The interfaces are located generally along the tops of the slopes and should settle in an advantageous motion to keep the interface intact and maintain appropriate containment of wastes. (See also response to Comment No. 5).

**Comment 20:** Section 3.2.2 indicates that you propose to leave the GCL in place on the top deck of the landfill. Given the recent evidence at other landfills of panel separation, and considering that the CQA report for the GCL cap installation at this site showed that the minimum required panel overlap was not always met, what evidence do you have that these GCL panels are intact and functioning as intended?

**Response:** Geosynthetic Clay Liner (GCL) panel separation is a recently documented phenomenon that has been observed on relatively long and steep slopes. The County of Mendocino is proposing to remove all existing geosynthetic materials on slopes that are steeper than approximately 5 to 1. Considering the relative uniform settlement that has apparently occurred on the landfill decks since 1997, GCL panel separation is not expected to be significant in these areas. Of note, panel separation is also mitigated by the clayey

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character of the underlying foundation layer soils. As detailed in field and laboratory study of the existing cover (GLA, 2002a), foundation layer soils typically meet the State's prescriptive requirements for the Final Cover barrier layer.

**Comment 21:** In Section 3.2.4, the discussion about foundation layer confirmation states that the thickness of the interim cover was evaluated, however test pits were only excavated to the bottom of the foundation layer, and did not penetrate the reportedly 18-inch thick interim cover that the GLA report indicates is present. In addition, materials testing was limited to the top 8 inches, and does not adequately demonstrate that there is presently a 24 inch thick foundation layer meeting the Title 27 CCR compaction requirements. Please clarify.

**Response:** As described in Section 3.4.1 and detailed in Appendix E of the closure plan that was approved by the RWQCB and CIWMB for the existing landfill cover, interim cover soils were investigated prior to construction of the existing foundation layer. While this evaluation indicated that interim cover soils ranged in thickness from ½-foot to more than 2 feet, the earlier closure plan conservatively assumed only a ½-foot thick interim cover soil thickness. (See also the response to Comment No. 6).

**Comment 22:** Section 3.2.4 discussion about the barrier layer states that the top 6 inches of the foundation layer will be recompacted in order to serve as a portion of the barrier layer. If the top 6 inches of the foundation layer is to be used in the barrier layer, then it cannot be considered part of the foundation layer. Please ensure that the Closure plan accurately describes your proposed cap system and that it demonstrates that the cap components, individually and collectively, comply with Title 27 CCR requirements.

**Response:** As described in response to Comment No. 5, the Final Cover proposed for the LL is an engineered alternative cover that meets all 27CCR requirements and whose waste containment properties exceed the minimum standards identified in 27CCR.

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**Comment 23:** Section 3.2.4 discussion regarding the vegetation layer states that you will ensure that oversized (greater than 1 inch) material is removed from additional borrow material. This specification does not match the general earthwork requirements presented in Appendix F. Please identify the correct specification and ensure that the text throughout the Closure Plan accurately and consistently describes the proposed construction specifications.

**Response:** The correct Specification for new earth fills for the cover is presented in Appendix F, Section 5.1(k) which states that "Irreducible rock or rock fragments in excess of one (1) inch in maximum dimension shall not be utilized in the barrier layer, and rock fragments in excess of three (3) inches shall not be utilized in the vegetative cover." Section 3.2.4 has been corrected to reflect this requirement.

**Comment 24:** Sections 3.2.4 and 3.7.3 discussions regarding vegetation and erosion control should indicate that these components must be installed prior to October 1st, in order to meet WDR requirements.

**Response:** The text in Sections 3.2.4 and 3.7.3 have been revised to indicate that vegetation and erosion control measures will be installed by 1<sup>st</sup> of October.

**Comment 25:** Section 3.2.4 discussion regarding the final cover transition indicates that the geosynthetic cap will be folded into a trench at the interface. How will you collect gas condensate at this interface? How will you compact the new barrier layer against this interface without creating a preferential path for surface water infiltration?

**Response:** Surface water infiltration rates will be controlled by the hydraulic conductivity properties of the vegetative layer materials, which will be the same across the site. Thus, there will be no "preferential path for surface water infiltration" associated with the proposed Final Cover.

The collection pipe that will be located at the interface between the deck area GCL barrier layer and the new slope area soil barrier layer is intended to permit collection of infiltrating surface water that may "perch" on the GCL layer. Slope area soils will be relatively homogenous and perched conditions are not expected in these areas. Of note, elimination of geosynthetic layers on landfill slopes and inclusion of the new vertical gas venting wells will minimize the potential for landfill gas condensate within the final cover. However if gas condensate does form at the GCL, since the collection pipes "daylight" to surface water drainage channels, it will be

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possible to identify and mitigate source areas should surface water runoff analyses indicate landfill gas impacts. In this event, it is likely that additional gas control measures would also be undertaken.

Like other areas on the landfill cover where improvements may require use of hand equipment to compact cover soils (e.g., around the landfill gas wells), it is probable that the contractor will employ hand compaction equipment (e.g., "wackers") to compact cover soils at the union between the landfill deck GCL and the new slope area soils. As indicated in the revised CQA plan included in the JTD, to accommodate compaction concerns in these areas, two moisture/density tests (i.e., relative compaction tests) will be performed for every 100 linear feet of union. One test will be performed to evaluate soils on or immediately upslope of the collection pipes, and one test will be performed immediately down slope of the unions.

**Comment 26:** Section 3.3.2 includes a statement that the May 1998 topographic map was used in this design and Section 3.4.1 indicates that the estimated settlement was based on the original calculations. We know that portions of the landfill have settled significantly, causing many of the half-round drainage structures to fail, and that the landfill is overdue for its 5-year isosettlement mapping. You must base the Closure Plan design on current conditions; therefore, we request that you provide a current topographic base map; information regarding any regrading that has occurred since 1998; and an isosettlement map derived from this information, as part of the JTD/ROWD. Further, you should review the settlement calculations used in this design to determine whether the original settlement calculations are accurate, or whether they need to be updated based on actual data. If they need to be updated to reflect current site conditions, please ensure that the design is also modified as necessary.

**Response:** As discussed in Section 3.4.1, topographic plans for 1998, 2004, and 2006 indicate that settlement at the landfill has been quite minor and uniform across the site. Accordingly, the existing settlement analyses for the site are considered appropriate. The performance issues associated with the drainage half-rounds appear to be the result of very minor settlement or erosion. As described in the response to Comment No. 7, the half-rounds do not accommodate erosion or settlement, and these devices will be replaced with a geosynthetic-lined rock and pipe drainage systems.

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**Comment 27:** Sections 3.4.2 and 4.7.2 indicate that two settlement monuments are to be installed on the landfill crowns per Section 20950(d), Title 27 CCR. Section 20950(d), Title 27 CCR states that Closed Units shall be provided with at least two permanent monuments, installed by a licensed land surveyor or a registered civil engineer, from which the location and elevation of wastes, containment structures, and monitoring facilities can be determined throughout the post closure maintenance period. These surveying monuments must be located off of the waste footprint, and within visual sight of the waste containment structures and monitoring facilities, in order to meet the requirements. The markers on the landfill will be useful for measuring settlement, but they do not fulfill the Section 20950(d) requirement for permanent surveying monuments. Please describe how you intend to comply with the survey monument requirement.

**Response:** As shown on Drawing 2 (of 9), four permanent survey monuments (Points 69, 70, 71 and 72) are located around the perimeter of the facility and within sight of the landfill. Two settlement monuments were installed on the central landfill deck and are incorporated in the revised final closure design as discussed in Section 3.4.2 of the JTD (FCPCMP)

**Comment 28:** Section 3.7.2 includes information regarding the calculated soil loss, to be used in designing the sediment basins. You calculated an average soil loss value that is half the value recommended by the California Integrated Waste Management Board (CIWMB). Based on your calculated average soil loss, are the existing sedimentation basins properly sized? Can the sediment basins handle a level of soil loss consistent with CIWMB's more conservative value? Please include calculations.

**Response:** The average soil loss per year is a calculated value (not a recommended value) using the Universal Soil Loss Equation (USLE). The California Integrated Waste Management Board's recommendation of 2 tons per acre per year is not a recommended value; it is a maximum recommended value. The calculations for the soil loss on the site, the maximum volume that each sediment basin can contain and the theoretical maximum sediment volume that will be routed to each basin in a year, has been included for review. According to the latest aerial survey the basins are able to contain approximately a total of 14,000 cubic yards (CY) of sediment. The capacities of the basins were evaluated against the routed soil loss to each basin and no basin exceeded one percent of capacity based on the annual soil loss.

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**Comment 29:** It is unclear if the erosion control benches described in Section 3.7.3 meet the Section 21090(a), Title 27 CCR requirement for a 15 foot bench for every 50 feet of vertical height. If you are proposing an engineered alternative to this requirement, please so disclose, and demonstrate that this engineered alternative complies with the Section 20080(b) requirements.

**Response:** The Title 27 requirement of a 15-foot wide bench every 50 vertical feet will be met. The plans specify a 15-foot wide bench approximately mid-slope. Section 3.7.3 has been revised to reflect the plans.

**Comment 30:** The WDR requires that you install erosion control by October 1st of each year. Please include discussion to this effect in Section 3.7.3 and in the construction specifications, as necessary.

**Response:** See response to Comment No. 24.

**Comment 31:** Section 3 lists various monitoring and environmental control sections. As discussed in Comment No. 16, you will need to install a minimum of two leachate observation/ sampling wells and as discussed in Comment No. 7 if asphalt lined drainage ditches are used additional sampling will be required. Please discuss this in Section 3 and add the associated costs to the closure costs in Table 4.

**Response:** As described in the response to Comment No. 16, the County of Mendocino will install leachate observation/extraction wells during installation of the landfill gas venting wells. As requested, the asphalt ditches have been removed from the landfill cover design and have been replaced with a geotextile-lined pipe and rock drainage system.

**Comment 32:** Section 3.14 includes reference to California Environmental Quality Act (CEQA) compliance for the project. You will need to include full CEQA documentation (including certification) as part of the JTD/ROWD submittal.

**Response:** The County of Mendocino has instituted legal proceedings with its previous consultant to address the unsatisfactory condition of the existing landfill cover. Considering this condition and since the CEQA documentation includes the need for a biological survey that is only applicable for a one-year period before construction, the County must delay completion of the CEQA process for this project until a court decision is obtained. At that time, the CEQA documentation will be completed and immediately

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forwarded to the RWQCB. In the meantime, it is hoped that the RWQCB and CIWMB will review and conditionally approve the JTD (FCPCMP) pending completion of the CEQA documentation.

**Comment 33: Please revise Section 4.2.2 discussion regarding landfill gas monitoring to include the Regional Water Board as a recipient for all notification and testing results.**

**Response:** The text in Section 4.2.2 has been revised to include the RWQCB as a recipient for all notification and testing results.

**Comment 34: Section 4.4.1.1 includes a statement that the groundwater and surface water monitoring are to be conducted in accordance with the NCRWQCB's sampling manual. The Regional Water Board has produced a number of sampling and analysis plans (SAP) and quality assurance procedure plans (QAPP) over the years for specific projects; we are unsure which document the author is referring to. Please provide a copy of the manual you are proposing to use. SAPs and QAPPS are usually written for specific sites or project types; we recommend that you review the document and ensure that it is adequate.**

**Response:** The County of Mendocino's current SAP is included in Appendix L and referenced in Section 4.4.1.1 of the JTD (FCPCMP).

**Comment 35: Section 4.4.1.2 includes a description of the procedure to be implemented in the event that you determine "measurably significant" evidence of a release; this procedure does not meet the Title 27 CCR requirements. The Discharger must verbally notify Regional Water Board staff immediately after the determination of a potential "measurably significant" release, and shall provide written notification by certified mail within seven days of such determination. If the Discharger wishes to confirm the results by retest, the retest must be completed within 30 days. If the retest verifies the release or if the retest is not performed then the Discharger must follow Section 20420, Title 27 CCR, regarding a "measurably significant" release. Please revise Section 4.4.1.2 to accurately reflect the regulations.**

**Response:** 27CCR Section 20420 (j) requires that the County immediately notify the RWQCB by telephone of a "measurably significant" evidence of a release and shall notify the RWQCB in writing within 7 days of such a determination. Additional response measures to verify and evaluate this

Ms. Morrison  
**RE: RESPONSE TO RWQCB COMMENTS - FCPCMP  
LAYTONVILLE LANDFILL, MENDOCINO COUNTY**

March 21, 2007  
Page 17

condition are identified in Section 20420 (j)(2) and 20420 (k). Section 4.4.1.2 has been corrected to reflect these requirements.

**Comment 36: Section 4.5 includes a statement that the SWPPP is available upon request. Please submit a current copy of the SWPPP.**

**Response:** The County's current SWPPP for the site is included in the JTD (FCPCMP) as Appendix M.

**Comment 37: The monitoring reports you are currently submitting for the site are inadequate, because they are not prepared under the direction of, nor stamped by a professional civil engineer or engineering geologist. Please update Section 6.4 and Table 6 to include the costs of reports prepared by appropriate qualified personnel.**

**Response:** The County of Mendocino has recently secured the services of a State registered Professional Engineer, Engineering Geologist, or Hydrogeologist to prepare and sign monitoring reports. Costs for these services have been addressed in Table 6 of the JTD (FCPCMP).

**Comment 38: Text in Section 6.5 indicates that seven percent of the Franchise Fee bill is set aside for landfills. With the current rate of revenue, when will the Discharger have the money to implement the Closure Plan? In addition, please submit all documentation regarding financial assurance, including mechanism approval and annual updates to the Regional Water Board at the same time that you submit it to the CIWMB. Please add our office to your mailing list and provide a copy of all previously submitted documents.**

**Response:** As shown on the revenue accrual graph included in Attachment D funding for closure of the South Coast Landfill will permit its Final Closure in Fiscal Year 2007-2008, and Final Closure of the Laytonville Landfill will be accomplished during Fiscal Year 2009-2010.

Please note that the County of Mendocino submitted the "Financial Assurances Review" for both potential corrective action and post-closure maintenance for the South Coast, Laytonville, and Caspar landfills to the RWQCB in November 2004. This document is included in Appendix N of the JTD (FCPCMP). A copy of the pledge of revenue to fund these programs which was approved by the County Board of Supervisors on April 12, 2005 is also included in Appendix N of the JTD (FCPCMP).



Ms. Morrison  
RE: RESPONSE TO RWQCB COMMENTS - FCPCMP  
LAYTONVILLE LANDFILL, MENDOCINO COUNTY

March 21, 2007  
Page 18

**Comment 39:** Section 6.5 discussion regarding demonstration of financial responsibility only includes closure and post-closure maintenance costs. The Discharger also is required to provide financial assurance for initiating and completing corrective action for all known or reasonably foreseeable releases from the disposal facility, under Sections 22220, 22221, and 22222, Title 27 CCR. Please provide a current cost estimate and mechanism for review and approval.

**Response:** Please see response to Comment No. 38.

**Comment 40:** In Section 9.0, the reference to WDR No. 75-50 incorrectly lists the Central Valley Region in addition to the North Coast Region. Also, based on this comment letter, you will need to add several additional references. Please update the reference list as necessary to address these comments.

**Response:** Section 9.0 of the JTD (FCPCMP) has been revised to reference the correct Regional Board and WDRs.

**Comment 41:** Drawing Sheet 6 of 9, detail 2, only shows 6 inches of barrier layer. Please clarify.

**Response:** Detail 2 on sheet 6 is titled *Final Cover Excavation At GCL Cut* and is only referencing excavation and cutting activities in preparation for the construction of the final cover. The detail references Detail 1 on the same sheet for the construction of the final cover. The County welcomes any suggestions as to how the detail could be made clearer.

**Comment 42:** Appendix C is missing. Please provide.

**Response:** Copies of WDRs 75-50 and 93-83 are included in Appendix C of the JTD (FCPCMP).

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**Comment 43:** In Appendix F, the proposed CQA testing for field permeability is listed as BAT field permeability testing. The BAT sampler uses a very small area sample and is not an acceptable substitution for sealed double-ring infiltrometer testing. Per Section 20310(c), hydraulic conductivities shall be determined primarily by appropriate field test methods in accordance with accepted civil engineering practice. The results of laboratory tests with both water and leachate, and field tests with water (e.g., on the test pad), shall be compared to evaluate how the field permeabilities will be affected by leachate. It is acceptable for the discharger to use appropriate compaction tests in conjunction with laboratory hydraulic conductivity tests to determine field permeabilities, as long as a reasonable number of field hydraulic conductivity tests are also conducted (e.g., a sealed double-ring infiltrometer test on the test pad). If you are proposing to use any testing method to substitute for the sealed double-ring infiltrometer testing, you must demonstrate the adequacy of the proposed method(s).

**Response:** In accordance with 27CCR Section 20320(c), the BAT permeameter has been employed at landfill sites throughout California as a field method for testing the in-place hydraulic conductivity properties of liner and final cover soils. As indicated in Appendix F, the BAT results will be combined with and compared to laboratory test results to verify that the hydraulic conductivity of barrier layer soils meet 27 CCR. The chief advantages of the BAT are that results may be obtained relatively quickly with little disturbance to the constructed low-permeability layer.

Attachment E lists the results of SDRI tests that have been completed by GLA together with the average laboratory and BAT test results that were obtained at the SDRI test locations. As can be seen, the BAT field and laboratory tests compare favorably with the SDRI results. Considering these results and the fact that the foundation, barrier layer, and vegetative layer soils will be constructed using the same soils, and that the thickness of these low-permeability clayey soils are thicker than the state's prescribed 1-foot thick barrier layer, the BAT and laboratory test methods identified in Appendix F are considered appropriate for the project.

As requested, prior to landfill cover reconstruction, a Test Pad Demonstration Study will be completed using SDRI apparatus and testing in accordance with ASTM D-5093 to verify the adequacy of the borrow soils to meet the project's permeability requirements. The test pad will be configured approximately 50 feet by 25 feet, and will be 1.5 feet thick. A minimum of 3 moisture / density tests (ASTMD D-1557) will be performed

Ms. Morrison

**RE: RESPONSE TO RWQCB COMMENTS - FCPCMP  
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March 21, 2007

Page 20

for each 6- to 8-inch thick fill lift, and 5 samples will be obtained for laboratory permeability testing in accordance with ASTM D-5084. Five BAT tests will also be performed adjacent to the laboratory sampling locations to permit correlation of the SDRI, laboratory, and BAT test results. Following completion of the study and prior to landfill cover reconstruction, a summary report will be submitted to the RWQCB. If necessary, and in discussions with RWQCB staff, the landfill cover CQA program may be modified to account for the variance between the test methods and to establish revised test performance standards.

It is hoped that these responses are adequate for your purposes. Should you have any questions, please do not hesitate to call Ralph Murphy of GLA at 909-383-8728 and/or email him at [ramurphy@geo-logic.com](mailto:ramurphy@geo-logic.com).

Bryan A. Stirrat & Associates



John Boucher, Vice President  
Regulatory Compliance Manager

Attachments

c: Gary Leonard, Mendocino County  
Ralph Murphy, GeoLogic Associates

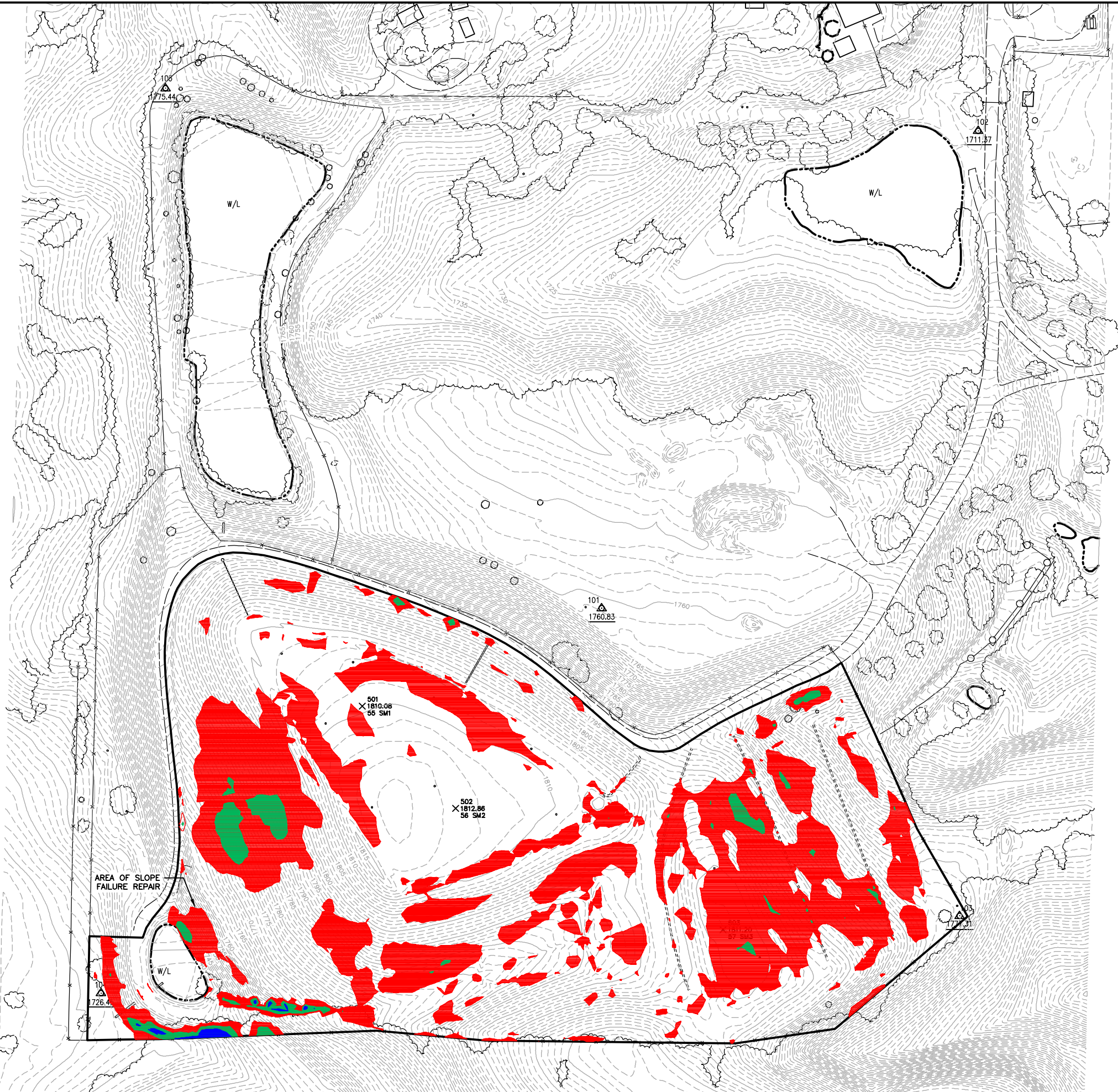
## REFERENCES

Anderson Consulting Group, 1996, "Final Closure and Post-Closure Maintenance Plan, Laytonville Landfill, Mendocino County", prepared for Mendocino County Solid Waste Division, December.

GeoLogic Associates, 2002a, "Landfill Cover Evaluation, Laytonville Landfill, Mendocino County, California", prepared for County of Mendocino Solid Waste Division, JN02-049, September.

GeoLogic Associates, 2002b, "Slope Stability Evaluation, Laytonville Landfill, Mendocino County, California", prepared for County of Mendocino Solid Waste Division, JN01-082, February.

SAVED: 6/25/2019 11:32 AM SHEATH, PLOTTED: 6/26/2019 1:23 PM SAM R. HEATH  
 \\Willis\Projects\2017\417065-Mendocino-LF\_103-LF\settlement\Draws\1417065-103V-SETTLEMENT.dwg



# ATTACHMENT C



1"=60 FEET  
 CONTOUR INTERVAL = 1 FOOT

### LEGEND

SYMBOL	INDICATES
[White box]	SETTLEMENT < 1'
[Red box]	1' ≤ SETTLEMENT < 2'
[Green box]	2' ≤ SETTLEMENT < 3'
[Blue box]	3' ≤ SETTLEMENT < 4'
[Thick black line]	SWDS FOOTPRINT BOUNDARY

### NOTES

HORIZONTAL DATUM: CCS83 ZONE 2 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (JANUARY 26, 2004) WITH CORS STATIONS CME1, HOPB & SUBT, REFERENCE EPOCH 2002.00 AT CONTROL POINT #72.

VERTICAL DATUM: NAVD 88 BASED UPON GPS OBSERVATIONS, PROCESSED BY NGS OPUS (JANUARY 26, 2004) WITH CORS STATIONS CME1, HOPB & SUBT, REFERENCE EPOCH 2002.00 AT CONTROL POINT #72.

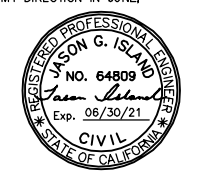
THE TOPOGRAPHIC MAPPING AND ORTHO PHOTO WERE COMPILED FROM AERIAL PHOTOGRAPHY TAKEN APRIL 17, 2019 BY GEOMAPS. THE AERIAL PHOTOGRAPHY WAS COMPILED AT A SCALE OF 1"=60' WITH A CONTOUR INTERVAL OF 1 FOOT. GROUND PROOFING MEASUREMENTS WERE MADE UPON A NUMBER OF POINTS THROUGHOUT THE SITE FOR QUALITY ASSURANCE AND WERE FOUND TO FALL WITHIN ACCEPTABLE LIMITS.

BASELINE TOPOGRAPHIC MAPPING AND ORTHO PHOTO WERE COMPILED FROM AERIAL PHOTOGRAPHY TAKEN MAY 16, 2006 BY CARTWRIGHT AERIAL SURVEYS, INC. THE AERIAL PHOTOGRAPHY WAS COMPILED AT A SCALE OF 1"=60' WITH A CONTOUR INTERVAL OF 1 FOOT. GROUND PROOFING MEASUREMENTS WERE MADE UPON A NUMBER OF POINTS THROUGHOUT THE SITE FOR QUALITY ASSURANCE AND WERE FOUND TO FALL WITHIN ACCEPTABLE LIMITS.

### CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN JUNE, 2019.

*Jason Island*  
 JASON ISLAND RCE 64809 DATE \_\_\_\_\_



VERIFY SCALES  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, SCALES ACCORDINGLY

335 S. MAIN ST  
 WILLIS, CA 95960  
 WWW.S&W-ENG.COM  
 707-489-4518

BY	REVISION	DATE	NO.

DR	CHK	JGI	APVD

DSSN MTH

Mendocino County Department of Transportation  
 Laytonville Landfill  
 Laytonville, CA

## FIVE YEAR ISO-SETTLEMENT MAP

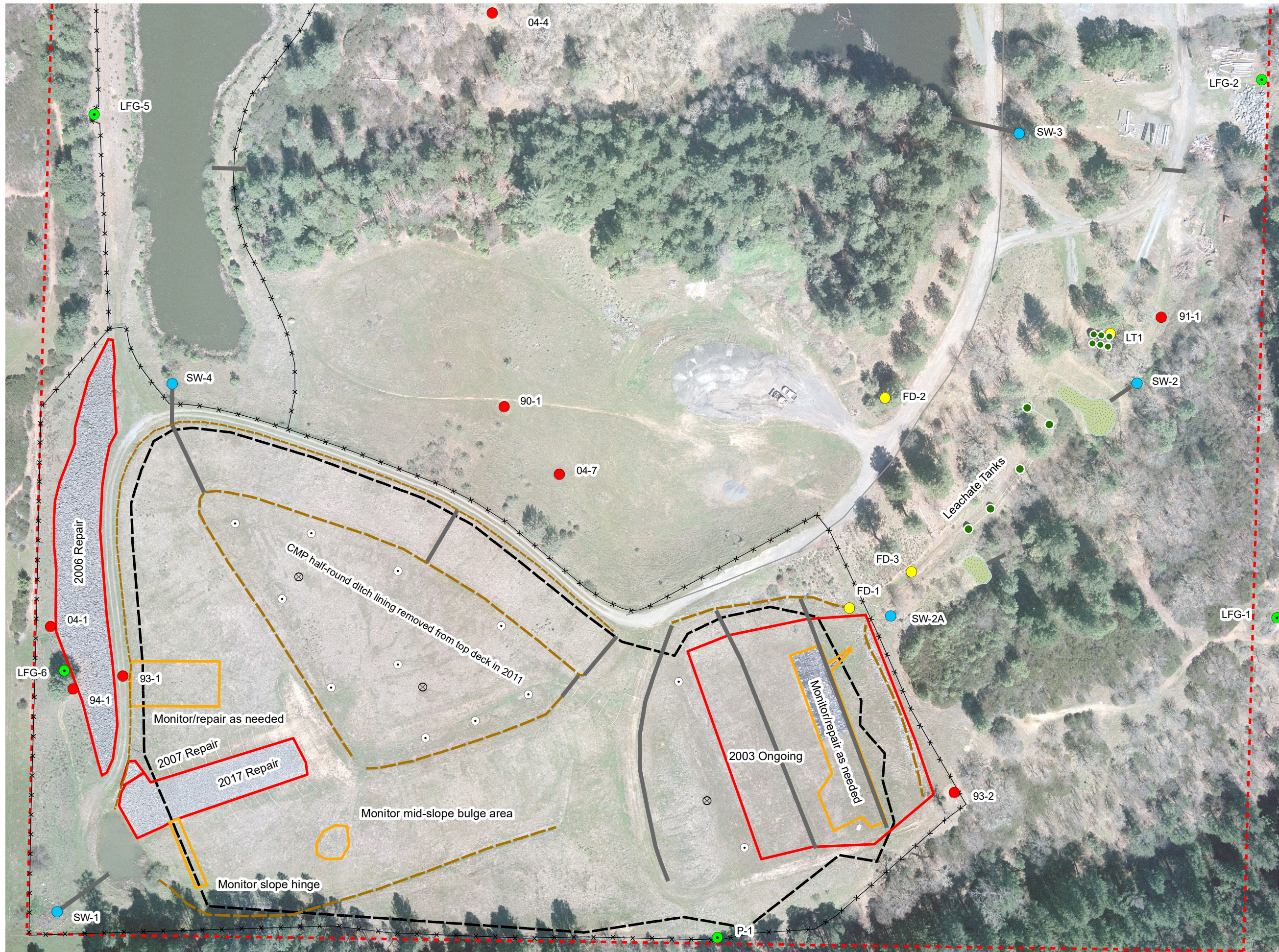
SHEET 1

SEQ

DATE 06/2019

PROJ. NO. 417065-103

# ATTACHMENT D LAYTONVILLE LANDFILL



**Legend**

- Landfill Property
- Apx Ext of GCB
- Culvert
- Ditch
- Swale
- Stream
- Fence
- Settlement Monuments
- PassiveGasVents

**Monitoring Points**

- Gas
- MRP Surface / Storm Water
- MRP Surface Water
- Ground Water
- Leachate
- Leachate (Tank)
- ▲ IGP Storm Water

**Slope Work**

- Past
- Watch

**Feet**  
 0    50    100    200  
 April 2019 photography

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## North Coast Regional Water Quality Control Board

March 24, 2021

Mr. Alex Straessle  
County of Mendocino  
Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482-9432  
[straessa@mendocinocounty.org](mailto:straessa@mendocinocounty.org)

Dear Mr. Straessle:

**Subject:** North Coast Regional Water Quality Control Board (Regional Water Board)  
Comments on 2006 Joint Technical Documents - Remediation of Final Cover,  
2020 Report of Waste Discharge, and First Half 2020 Monitoring Report

**File:** Laytonville Solid Waste Disposal Site (SWDS), Laytonville, CA 95454  
WDID 1B750500MEN

The Joint Technical Documents and Report of Waste Discharge are incomplete. Regional Water Board staff have reviewed the subject documents and have the following preliminary comments.

1. The 2020 Report of Waste Discharge (ROWD) indicates that the County of Mendocino proposes a design change to the SWDS consisting of replacing sloped sections of the Geosynthetic Clay Liner (GCL) with a compacted clay cap. The ROWD also proposes grading, drainage, leachate collection, and monitoring design changes to the landfill. The proposed design changes are documented in the 2006 Joint Technical Documents. We note the cost estimates and financial assurance review contained within the Joint Technical Documents are over 15 years old.

The ROWD contains a letter dated March 21, 2007, from Bryan A. Stirrat & Associates responding to a letter dated May 13, 2005, from Regional Water Board staff regarding an earlier version of the Joint Technical Documents. The March 2007 letter responds to 43 comments from Regional Water Board staff regarding project design and regulatory compliance including: 1) compliance with applicable requirements contained in title 40 of the Code of Federal Regulations (40 CFR) and title 27 of the California Code of Regulations (27 CCR);

2) a complete list of interested parties; 3) verification of existing conditions; 4) construction of leachate monitoring/extraction wells; 5) updated financial assurance review; and 6) reference to current regulatory orders, e.g. monitoring and reporting program and waste discharge requirements.

The Joint Technical Documents and Report of Waste Discharge need to be updated to include the following:

- a. Verification of compliance with current requirements of 40 CFR and 27 CCR
  - b. Current construction and maintenance cost estimates and financial assurance review
  - c. Verification of existing site conditions as relevant to the proposed design changes including: i) foundation layer thickness and relative compaction; ii) condition of and remaining design life of the GCL panels proposed to remain in place; iii) existing topography; iv) proposed borrow site soil quality/quantity; and v) groundwater gradient.
  - d. Proposed closure implementation schedule
  - e. Current list of interested parties
  - f. Final signed/stamped Engineering Plans and Specifications
  - g. Designation of Construction Quality Assurance Officer
  - h. Leachate extraction/monitoring well design details
2. Monitoring and Reporting Program Order R1-2018-0059 (MRP) states that the Laytonville SWDS is currently in corrective action because groundwater contamination has been detected. The First Half 2020 Monitoring Report includes statistical analysis of groundwater data. Starting in about 2017, corrective action well 93-2 records intra-well exceedances of the upper predictive limit for more than 10 general chemistry indicator parameters and in general, well 93-2 records increasing trends in several indicator parameters since around 2011. The results from well 93-2 trigger requirement No. 10 of the Monitoring and Reporting Program – Detection of Release. These requirements are listed below.

*Immediately following detection of a release, or after completion of the retest, the Discharger:*

*a. Shall immediately sample all monitoring points in the affected medium at the WMUs and determine the concentration of all COCs. Because this COC scan does not involve statistical testing, the Discharger need collect and analyze only a single water sample from each monitoring point in the affected medium. The Regional Water Board can approve an appropriate subset of monitoring points to be sampled for all COCs, based upon the hydrogeologic conditions at the WMU. [Cal. Code Regs., title 27, § 20420(k)(1)]*

*b. Within 90 days of determining measurably significant evidence of release, submit an amended ROWD to establish an evaluation monitoring program, in accordance with California Code of Regulations, title 27, section 20420(k)(5)c.*



*Within 180 days of verifying measurably significant evidence of a release from a WMU, submit an engineering feasibility study for a corrective action program. The corrective action program shall, at a minimum, meet the requirements of California Code of Regulations, title 27, section 20430. [Cal. Code Regs., title 27, § 20420(k)(6)]*

3. Beginning while the landfill was in operation and periodically since landfill closure, several studies (including geophysical surveys, soil gas surveys, and groundwater monitoring) have been performed on behalf of the Cahto Tribe of Laytonville Rancheria in the vicinity of the landfill. The site conceptual model for the SWDS indicates a northerly groundwater gradient within two principal groundwater zones. Well 93-2 is located in the southeasterly quadrant of the landfill property, topographically higher than residential areas on the Laytonville Rancheria and records an increasing trend in general indicator parameters suggesting potential variability in groundwater gradient.
4. We understand the Cahto Tribe in May 2020, initiated a government-to-government consultation with the CalEPA and is in the process of forming a Technical Work Group to address the Tribes' concerns regarding the landfill through a review of available data. CalEPA's technical review process is anticipated to complete the second or third quarter of this year.

Please provide a schedule for submitting an updated Report of Waste Discharge and Joint Technical Documents Package and addressing requirement No.10 of the MRP. Please contact me to schedule a phone call or meeting to discuss any questions or concerns at [chris.watt@waterboards.ca.gov](mailto:chris.watt@waterboards.ca.gov).

Sincerely,

Christopher Watt, CHG, CEG  
Senior Engineering Geologist

210325\_CJW\_dp\_Layton\_IncompleteWDR

cc: Chuck Striplen, PhD – Regional Tribal Coordinator, NCRWQCB,  
[Charles.Striplen@Waterboards.ca.gov](mailto:Charles.Striplen@Waterboards.ca.gov)  
Julie Pettijohn – Department of Toxic Substances Control,  
[Julie.Pettijohn@dtsc.ca.gov](mailto:Julie.Pettijohn@dtsc.ca.gov)  
Trey Strickland – County of Mendocino, Public Health Department, Division of  
Environmental Health, Local Enforcement Agency, [stricklt@mendocinocounty.org](mailto:stricklt@mendocinocounty.org)  
Malinda Dumisani – CalEPA, Environmental Justice Program,  
[Malinda.Dumisani@calepa.ca.gov](mailto:Malinda.Dumisani@calepa.ca.gov)

**Howard N. Dashiell**  
**DIRECTOR OF TRANSPORTATION**

Road Commissioner  
County Engineer, RCE 42001  
County Surveyor, PLS 7148



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Solid Waste & Landfills  
Water Agency

**COUNTY OF MENDOCINO**  
**DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

June 8, 2021

Christopher Watt, CHG, CEG  
North Coast Regional Water Quality Control Board  
5550 Skylane Blvd, Suite A  
Santa Rosa, CA 95403

Subject: Response to March 24, 2021 letter RE: Laytonville Solid Waste Disposal Site (SWDS),  
WDID 1B750500MEN

Dear Mr. Watt:

This letter is in response to your letter dated March 24, 2021 for the subject site.

Comment 1 has several requests for specifics to update the Joint Technical Document (JTD) and Report of Waste Discharge (ROWD). The county is currently preparing a Request for Proposal (RFP) to secure services from a qualified firm to respond to this request. The time frame to secure assistance are:

- Advertise Request for Proposals - June 30, 2021
- Proposals due - July 30, 2021
- Consultant selection - August 2021
- Contract routing & signatures, prepare BOS package - September 2021
- Board of Supervisors approval - October 2021

Once a contract has been authorized, the selected consultant will supply a time frame for completing the JTD and ROWD.

Comment 2 indicates that results from sampling well 93-2 trigger requirement 10 Detection of a Release of Monitoring and Reporting Program R1-2018-0059. To address the monitoring requirements, routine monitoring will be performed in June 2021 and sampling for 5-year constituents of concern will be performed in fall 2021 as required by the MRP. The reason for this adjustment from the requirements of item 10 Detection of a Release in the MRP is to focus resources on implementing the Final Cover Remediation Plan, and addressing the JTD and ROWD to take into the account of the potential release near well 93-2 in consideration when implementing the Remediation Plan. This also takes consideration of the timeframe necessary for the County to find and contract with a suitable firm for updating the JTD and ROWD.

Comment 3 suggests potential variability of groundwater flow near well 93-2. While groundwater is generally to the north, groundwater contour maps show groundwater flowing

northwest on the west side of the facility, north in the central portion of the facility, and northeast on the eastern side of the facility. To evaluate groundwater flow downgradient of well 93-2, a new monitoring well will be installed near LFG-1.

Comment 4 discusses the formation of a Technical Work Group with the Cahto Tribe and CalEPA. We look forward to their technical review.

Please feel free to contact myself or Alex Straessle if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "A. Fisette". The signature is written in a cursive, flowing style.

Amber Fisette  
Deputy Director of Transportation  
(707) 234-2838  
[fisettea@mendocinocounty.org](mailto:fisettea@mendocinocounty.org)

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## North Coast Regional Water Quality Control Board

February 22, 2022

Ms. Amber Fisette  
County of Mendocino  
Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482-9432  
[fisettea@mendocinocounty.org](mailto:fisettea@mendocinocounty.org)

Dear Ms. Fisette:

**Subject:** Timeline extension to provide an updated schedule which incorporates appropriate engagement with Tribal Leadership and plans for Community Engagement early in the planning and design phase of the updated Report of Waste Discharge and Joint Technical Documents Package.

**File:** Laytonville Solid Waste Disposal Site (SWDS)  
Laytonville, CA 95454  
Waste Discharge Identification No. 1B750500MEN

In correspondence dated March 24, 2021, our office requested the County of Mendocino provide a schedule for submitting an updated Report of Waste Discharge and Joint Technical Documents Package. In correspondence dated June 8, 2021, the County of Mendocino Department of Transportation provided the following schedule.

*The County is currently preparing a Request for Proposal (RFP) to secure services from a qualified firm to respond to this request. The time frame to secure assistance are:*

- *Advertise Request for Proposals - June 30, 2021*
- *Proposals due - July 30, 2021*
- *Consultant selection - August 2021*
- *Contract routing & signatures, prepare BOS package - September 2021*
- *Board of Supervisors approval - October 2021*

*Once a contract has been authorized, the selected consultant will supply a time frame for completing the JTD and ROWD.*

Subsequently, our office held several conference calls with County staff regarding the ongoing CalEPA lead government-to-government consultation with the Cahto Tribe of Laytonville Rancheria and the County's position on incorporating Tribal and Community engagement into the Remediation of Final Cover planning, design, permitting, and

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GREGORY A. GIUSTI , CHAIR | MATTHIAS ST. JOHN, EXECUTIVE OFFICER

construction processes. As an outcome of these meetings, we mutually agreed that it would be prudent for the County to pause its process to update its JTD to provide adequate time for the public and tribal engagement process to take place prior to finalizing the JTD/ROWD package. Water Board staff agreed to consider revising the timelines set forth in our March 24, 2021 correspondence.

Please provide an updated schedule by April 15, 2022, which incorporates appropriate engagement with Tribal Leadership and plans for Community Engagement early in the planning and design phase of the updated Report of Waste Discharge and Joint Technical Documents Package.

We are encouraged by the affirmative response from County leadership and technical staff and look forward to working with you to permit and construct the planned landfill cover repair.

Please contact me to schedule a phone call or meeting to discuss any questions or concerns at [Chris.Watt@waterboards.ca.gov](mailto:Chris.Watt@waterboards.ca.gov).

Sincerely,

Christopher Watt, CHG, CEG  
Senior Engineering Geologist

220222\_CW\_er\_Layton\_IncompleteWDR\_TimelineExt

cc: Cody Walker – Regional Tribal Coordinator, NCRWQCB  
[Cody.Walker@waterboards.ca.gov](mailto:Cody.Walker@waterboards.ca.gov)  
Julie Pettijohn – Department of Toxic Substances Control  
[Julie.Pettijohn@dtsc.ca.gov](mailto:Julie.Pettijohn@dtsc.ca.gov)  
Kirk Ford – County of Mendocino, Public Health Dept, Division of Environmental Health, Local Enforcement Agency, Acting Program Manager  
[fordk@co.mendocino.ca.us](mailto:fordk@co.mendocino.ca.us)  
Malinda Dumisani – CalEPA, Environmental Justice Program  
[Malinda.Dumisani@calepa.ca.gov](mailto:Malinda.Dumisani@calepa.ca.gov)  
Mark de Bie – CalRecycle, Deputy Director  
[Mark.DeBie@calrecycle.ca.gov](mailto:Mark.DeBie@calrecycle.ca.gov)

Howard N. Dashiell  
DIRECTOR OF TRANSPORTATION

Road Commissioner  
County Engineer, RCE 42001  
County Surveyor, PLS 7148



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Water Agency

**COUNTY OF MENDOCINO  
DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE  
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VOICE (707) 463-4363 FAX (707) 463-5474

April 8, 2022

Christopher Watt, CHG, CEG  
North Coast Regional Water Quality Control Board  
5550 Skylane Blvd, Suite A  
Santa Rosa, CA 95403

Subject: Laytonville Solid Waste Disposal Site (SWDS), WDID 1B750500MEN

Dear Mr. Watt:

This letter is in response to your letter dated February 22, 2022, for the subject site.

The County of Mendocino has actively engaged the Cahto Tribe to develop a Memorandum of Agreement (MOA) to address tribal consultation and engagement during the Laytonville Landfill Cap Repair Project. As requested by the North Coast Regional Water Quality Control Board (NCRWQCB), the following is the County's updated estimated time frame to move forward with the updated Report of Waste Discharge (ROWD) and Joint Technical Document (JTD) Package:

- Finalize MOA which includes mechanisms for Tribal engagement and input throughout the design and construction phases of the project – June 21, 2022
- Advertise Request for Proposals – July 12, 2022
- Proposals due – August 16, 2022
- Consultant selection – August/September 2022
- Contract routing & signatures, prepare BOS package – September 2022
- Board of Supervisors approval – October 2022

Once a contract has been authorized, the selected consultant will supply a time frame for completing the ROWD and JTD. As previously discussed, the County plans to include the required amended Report of Waste Discharge and engineering feasibility study for a corrective action program as part of the update of the JTD to address recent intra-well exceedances and increasing trends in several constituent concentrations.

Please feel free to contact myself or Alex Straessle if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Amber Fisette".

Amber Fisette  
Deputy Director of Transportation  
(707) 234-2838  
[fisettea@mendocinocounty.org](mailto:fisettea@mendocinocounty.org)

**ATTACHMENT I**  
**MEMORANDUM OF UNDERSTANDING BETWEEN THE CAHTO TRIBE AT THE**  
**LAYTONVILLE RANCHERIA AND COUNTY OF MENDOCINO**

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CAHTO TRIBE AT THE LAYTONVILLE RANCHERIA  
AND COUNTY OF MENDOCINO

THIS MEMORANDUM OF UNDERSTANDING, ENTERED INTO ON December 13, 2022, identifies and sets forth the joint and individual responsibilities of the Cahto Tribe of the Laytonville Rancheria (hereinafter referred to as "CAHTO TRIBE") and the County of Mendocino (hereinafter referred to as "COUNTY") in the development and review of plans for the Laytonville Landfill Final Cover Repair Project ("PROJECT"), and access for ongoing groundwater monitoring as set forth herein.

It is hereby agreed between CAHTO TRIBE and COUNTY that:

1. COUNTY shall procure and contract for the design and construction of the PROJECT and perform such administrative work as is required for procurement, contracting, and contract management of the PROJECT.
2. CAHTO TRIBE shall participate in the PROJECT as provided herein, providing COUNTY with input for activities determined by CAHTO TRIBE as having a potential to effect Tribal Resources and the health of Tribal members.
3. COUNTY shall submit a right-of-way application to the BIA in accordance with to the Act of February 5, 1948 (25 U.S.C. 323-328) and 25 CFR 169 for County access over and across tribal lands for the purpose of ongoing groundwater monitoring of Wells 04-2 and 04-3, as shown on Attachment A, with 72 hours or more notice, with an option for Tribal escorts, and limited to quarterly monitoring and well maintenance. Any changes to the wells beyond maintenance will be by agreement between both parties. The Tribe will participate in developing appropriate access consent agreements as per BIA and Tribal requirements.
4. COUNTY shall retain sole responsibility for the maintenance, upkeep, operation, and all other functions related to the ownership of the facilities that are the subject of this PROJECT. This Memorandum does not change any ownership aspects of the Laytonville Landfill or appurtenant facilities that existed before the PROJECT.
5. The aforementioned PROJECT shall be designed and constructed pursuant to the plans and technical specifications prepared by COUNTY's consultants and contractors for PROJECT work. COUNTY, or consultant for COUNTY, shall consult with CAHTO TRIBE's



Executive Committee or designated officer/agent(s) to solicit input on PROJECT prior to beginning design work (scoping phase). COUNTY shall also make draft plans and specifications available for CAHTO TRIBE to review once they are approximately 65% and 90% completed, and any other point at which COUNTY deems CAHTO TRIBE input helpful or necessary to the process. CAHTO TRIBE's Executive Committee or designated officer/agent(s) shall review draft plans and specifications and provide written comments or other submittals no later than fourteen (14) business days after drafts are made available for review, unless a longer review time is specified by COUNTY. COUNTY will endeavor to provide as much time as possible for review as well as provide schedules, when possible, of when to expect documents. Due dates will be provided by COUNTY when documents are provided.

6. COUNTY is the awarding agency for PROJECT work. COUNTY reserves the right to proceed with work if CAHTO TRIBE fails to respond and/or provide timely input to COUNTY on PROJECT issues. Unless mutually agreed upon, the Tribe will have a minimum of fourteen (14) business days to respond to or provide input on projects.

COUNTY agrees to engage Cultural Monitor(s), designated and approved by CAHTO TRIBE, to be present on site during any earth moving, excavation, drilling or clearing activities that take place as a result of project related activities. Maintenance and other activities in previously disturbed areas, and drilling within the landfill footprint are exempt. Any costs of providing the Cultural Monitor(s) shall be borne by COUNTY pursuant to a separate agreement.

7. COUNTY agrees to review and take into consideration any written comments or other submittals provided by CAHTO TRIBE; however, the parties agree CAHTO TRIBE's input is not binding and COUNTY is not obligated to abide by any comments or input provided by CAHTO TRIBE unless required by law. COUNTY commits to provide written responses to CAHTO TRIBE's comments or input. Notwithstanding anything to the contrary, nothing in this Memorandum shall a waiver of or limitation of any of the CAHTO TRIBE's rights in law, in equity, or otherwise under the CEQA, NEPA, Section 106 of the NHPA to the extent applicable, nor its sovereign rights as a federally recognized Indian Tribe participating in government-to-government consultation with any government agency on the Project.

8. COUNTY agrees to participate in an annual meeting with the Tribe's Executive Committee to discuss site-related issues including, but not limited to, monitoring data and PROJECT schedule. The meeting will be consistent with the regular meetings of the Tribe's Executive Committee with dates and times, including alternates, provided to the County. This document will also be subject to review as part of the annual meeting.
9. This Memorandum does not replace any review process that CAHTO TRIBE will participate in regarding the Laytonville Landfill with state and federal agencies. This can include providing comments regarding processes with COUNTY to the agencies regulating the sites.
10. CAHTO TRIBE shall provide designated points of contact to COUNTY for addressing any PROJECT related issues.
11. No alteration of the terms of this Memorandum shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. COUNTY shall have the right to terminate all work on the PROJECT in the event that COUNTY determines, in its sole discretion, that the cost of completing the PROJECT exceeds the funding sources available for the PROJECT or that circumstances have changed such that completion of PROJECT is not necessary. COUNTY shall have the right to terminate this Memorandum in its sole discretion by providing written notice of same to CAHTO TRIBE.
13. CAHTO TRIBE shall have the right to terminate this Memorandum in its sole discretion. CAHTO TRIBE may exercise this right at any time by providing written notice of same to COUNTY.
14. This Memorandum shall not confer any right upon any other person or party, public or private. This Memorandum does not limit or restrict either party from participating in similar activities or arrangements with other entities.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Memorandum the day and year first above written.

**CAHTO TRIBE OF THE  
LAYTONVILLE RANCHERIA**

  
\_\_\_\_\_

MARY J. NORRIS, Tribal Chairperson

Attest:

  
\_\_\_\_\_

KENDRA J. CAMPBELL, Tribal Secretary-  
Treasurer

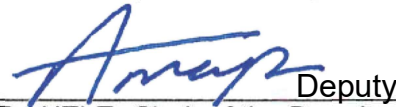
**COUNTY OF MENDOCINO**

  
\_\_\_\_\_

12/13/2022

TED WILLIAMS, Chair  
Mendocino County Board of Supervisors

Attest:

  
\_\_\_\_\_

DARCIE ANTLE, Clerk of the Board

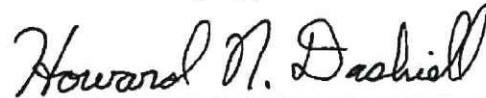
12/13/2022

Approved as to form and procedure:

  
\_\_\_\_\_

CHRISTIAN CURTIS  
County Counsel

Recommending Approval:

  
\_\_\_\_\_

HOWARD N. DASHIELL, Director of  
Mendocino County Department of  
Transportation

Insurance Review:

By:

  
\_\_\_\_\_

RISK MANAGEMENT

# Attachment A

## Laytonville Landfill Site Map

