

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

[Signature] BOARD AGENDA # *B-2

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE May 15, 2012

4/5 Vote Required YES NO

SUBJECT:

Approval to Amend the Master Agreement with Tetra Tech BAS, Inc., for Professional Design Services at the Geer Road Landfill

STAFF RECOMMENDATIONS:

1. Approve an amendment to the Master Agreement with Tetra Tech BAS, Inc., to increase the not to exceed contract amount to \$1,089,914.20 for operations, maintenance, monitoring, and reporting services at the Geer Road Landfill and add the position of Principal Engineer to Exhibit C - Fee Schedule.
2. Authorize the Chairman of the Board of Supervisors to amend Master Agreement No. A072711.
3. Authorize the Director of Environmental Resources, or her designee, to sign individual Project Authorizations during Fiscal Year 2011-2012 provided that the cumulative total does not exceed the contract amount of \$1,089,914.20.

(Continue on next page)

FISCAL IMPACT:

This item has no impact to the General Fund. The Geer Road Operating Fund receives its funding from the Geer Road Closure Fund. Funds flow into the Geer Road Closure Fund from annual transfers from the Fink Road Landfill Operating Fund as follows: \$450,000 which is designated for post-closure maintenance and \$271,400 (beginning in Fiscal Year 2011-2012) which is designated for corrective action for a total of \$721,400.

(Continue on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-233

THIS ITEM WAS REMOVED FROM THE AGENDA.
NO ACTION WAS TAKEN.

Approval to Amend the Master Agreement with Tetra Tech BAS, Inc., for Professional Design Services at the Geer Road Landfill

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Director of Environmental Resources, or her designee, to sign amendments to the Master Agreement for an overall total not to exceed amount of \$1,089,914.20.
5. Direct the Auditor-Controller to increase appropriations and revenue as detailed in the attached Budget Journal.

FISCAL IMPACT (Continued):

The Board of Supervisors authorized entering into a Master Agreement with Tetra Tech BAS, Inc. (Tetra Tech), on August 16, 2011, for the operations, maintenance, monitoring, and reporting services associated with the landfill gas system for a not to exceed amount of \$455,081 through June 30, 2012. In addition, the Board authorized remedial repairs to be completed for a not to exceed amount of \$181,067. Finally, a maximum of 5%, or \$31,807 in contract changes were authorized, bringing the Master Agreement total not to exceed contract amount to \$667,955. Funds for this purpose were available in the Department of Environmental Resources' approved budget for Fiscal Year 2011-2012.

Since the beginning of Fiscal Year 2010-2011, \$1,537,779 has been expended to date in contract services for a variety of consulting services, provided in part, by Tetra Tech, in response to a Cease and Desist Order (CDO) notification the County was issued in November 2010. The CDO was ultimately issued in April 2011. Also inclusive within this cost were legal services provided by the firm of Meyers Nave, to represent the County in the CDO hearing, and consulting services provided by SCS Engineers, for assistance with preparation for the CDO hearing and subsequent follow-up work related to the Landfill's groundwater extraction and treatment system.

At this time, the Geer Road Landfill Operating Budget for Fiscal Year 2011-2012 requires an increase in revenues and expenditures to cover additional, non-routine and/or emergency services addressed in this Amendment in the amount of \$421,959. These expenses are detailed in the Discussion portion of this agenda item. Sufficient funds remain within the Master Agreement to cover the typical, routine day-to-day expenses from now through June 30, 2012.

The revenue for these expenses will be transferred from the Geer Road Landfill Closure Account which will leave a balance of \$884,796 as of April 2012. Following the above referenced fiscal year-end transfer of \$721,400 from the Fink Road Landfill Operating Fund to the Geer Road Closure Fund, the remaining balance is estimated to be \$1,606,196.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, performs routine maintenance at the Geer Road Landfill (GRLF). For this closed site, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting, as well as for ongoing post-closure maintenance activities. Following a competitive procurement process in 2006, the firm of SCS Engineers (SCS) was awarded a three-year Master Agreement in 2007 to provide these specialized services for Stanislaus

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County through June 30, 2010. Since this time, the Board of Supervisors approved the two possible one-year extensions to the Agreement which expires June 30, 2012.

As the Board is aware, the Regional Water Quality Control Board (RWQCB) issued a Draft Cease and Desist Order (CDO) to the County for the GRLF on November 22, 2010. Under the direction of County Counsel, the Department contracted with the law firm of Meyers Nave on December 9, 2010, to represent the County's interests in the CDO proceedings. Meyers Nave is a firm that specializes in environmental compliance issues, and with the County's consent, they retained Bryan A. Stirrat and Associates (BAS), a firm with extensive expertise in landfill corrective action measures, to conduct a peer review of the County's existing consulting firm: SCS Engineers. The goal was to ensure the approach the County believed was correct for the site, was backed up with science and facts, and that the County could realistically comply with any work ordered to be performed by the CDO.

The expert witness testimony BAS provided at the CDO proceedings was pivotal in the County's successful effort to convince the RWQCB of the need to focus the majority of its remedial efforts on controlling landfill gas (LFG) as the source of contamination. Following the CDO hearing, the Board approved an amendment to the Meyers Nave contract on April 26, 2011, which included provisions for having BAS perform additional onsite evaluative work in order to develop specific recommendations for optimizing the LFG system as required by the CDO.

BAS completed their recommendations in late May, and in early June the County asked SCS to consider retaining BAS's field services division, Tetra Tech BAS, Inc. (Tetra Tech), as a subcontractor in order to implement their recommendations. This effort to have the two consulting firms work together, however, was unsuccessful. Considering that time to meet a September 30, 2011, deadline was running short, staff consulted with County Counsel about how best to proceed. County Counsel opined that the best method for completing the LFG tasks was to remove them from the SCS contract for the remainder of the contract period (June 30, 2012), and to contract directly with Tetra Tech for these services.

County Counsel also opined that while County policy requires a competitive bidding process for professional services, statute does not, and that contracting with Tetra Tech directly was warranted for the following reasons: 1) Tetra Tech has specialized expertise in LFG systems; 2) Tetra Tech has already done significant work on this project through their involvement with the RWQCB CDO issue and preparing reports for the County and Meyers Nave; 3) Tetra Tech developed recommendations specific to the GRLF site and their recommendations are best implemented by their own personnel; and 4) A significant amount of time had been invested to date and going through the Request for Proposals (RFP) process is unlikely to produce someone better qualified. The Board approved entering into a Master Agreement with Tetra Tech to take over the LFG Tasks 1, 6, 7, and 8, from SCS Project Authorization No. 07-003, on August 16, 2011.

Since this time, Tetra Tech completed a series of upgrades to the LFG System (now being referred to as Phase 1) which focused on restoring adequate vacuum to the LFG well field. This was followed by tuning of the system to achieve optimized vacuum, as required by the CDO. After monitoring and adjusting the well field over the past several months, Tetra Tech has encountered additional challenges with the LFG system controls and liquid management

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and has identified further needed repairs, estimated at \$243,863.04, which are recommended as Phase 2 of onsite upgrades, as follows:

Table 1 Phase 2 of Onsite Upgrades to the LFG System	
Equipment	Item Needing Repair/Replacement
Flare Station	Programmable Logic Controller, UV Scanner, Float Switches, Security Light Photocell, and Conduit Seal-offs and Installations
Air Compressor	Auto-Drain on the Tank/Discharge Lines
Condensate Pump	Replace Electric Pump with Pneumatic to Eliminate Explosion Risk
Back-up Condensate Tank	Replace Deteriorating Above-ground Metal Tank with Polyethylene Tank
LFG Collection System	Header Line Stabilization and Leveling, Condensate Sump Pump Replacements/Retrofits/Repairs, and Wellhead Replacements

At the beginning of the contract period in August 2011, \$30,000 was budgeted for non-routine services and/or emergency repairs. To date, it has been necessary to spend all but \$1,378 of these funds on the following services:

Table 2 Non-routine and Emergency Services	
Description	Cost
Electrical Inspection of Flare Station	\$8,288
Air Compressor Inspection	\$1,484
Vinyl Chloride Testing Equipment	\$1,301
Extraction Well No. 16 Repairs	\$2,493
Vadose Zone Wells: Water Board Request	\$4,356
Condensate Injection Pump Lubricator	\$2,299
Condensate Tank Repairs	\$6,637
Blower/Flare Station Gaskets	\$1,764
TOTAL	\$28,622 (Remaining Balance: \$1,378)

Staff recommends adding an additional \$25,000 for non-routine and/or emergency services and repairs to be available as needed through June 30, 2012.

At the beginning of the contract period (August 2011), contingency funding in the amount of \$31,807 was established to cover needed contract changes. To date, two contract changes (Project Authorizations [PA]) have been necessary, as follows: 1) PA #11-003 in the amount of \$13,264 to repair several LFG probes, replace the flare station "fire eye," and replace a missing condensate tank float; and 2) PA #12-001 in the amount of \$4,610 to repair the flare ignitor. This leaves a remaining balance of \$13,933 in contingency funds, however, Tetra

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Tech recommends the purchase of \$12,506 in spare parts to have available when needed which will nearly exhaust the currently available contingency monies. Having spare parts on hand limits down-time and helps keep the County's costs down. In addition, it minimizes the potential for violating a permit condition. Staff also recommends establishing additional contingency funds in an amount equal to 15% of the currently needed work/services, or \$55,038.16, to be available as needed through June 30, 2012.

Department staff also needs Tetra Tech's assistance in two additional areas associated with the current Master Agreement. Specifically: 1) analytical/consultation services regarding the LFG system as it relates to the underlying groundwater and the control of LFG migration; and 2) additional monitoring, testing, and reporting services as they relate to a vadose zone well project that is currently being reviewed by the RWQCB. In the former, the County has committed to the RWQCB that it intends to improve its existing groundwater extraction and treatment system to the extent possible within the existing constraints of that system. Because of the close relationship between LFG and groundwater contamination beneath the GRLF, Tetra Tech's expertise is needed to advise Department staff in this endeavor. With respect to the vadose zone well project, the County worked with Tetra Tech to submit a request to the RWQCB on March 5, 2012, to reduce the vacuum applied to these wells in an effort to improve groundwater quality. In order to consider this request, RWQCB requested additional monitoring, testing, and reporting to provide supporting data. The cost of these services is outlined as follows:

**Table 3
Additionally Needed Services**

Description	Cost
Analytical/Consultation Services re: the LFG system as it relates to the Underlying Groundwater and the Control of LFG Migration	\$35,000
Vadose Zone Wells: Monitoring, Testing, & Reporting	\$47,347
TOTAL	\$82,347

The additional services covered by the recommended Master Agreement Amendment in the amount of \$421,959.20 are summarized as follows:

**Table 4
Summary of Additional Services Covered by the Recommended Master Agreement Amendment**

Description	Cost
LFG System Repairs/Upgrades	\$243,863.04
Project Management, Meetings and Follow-up Report associated with the Repairs/Upgrades	\$15,711.00

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Non-routine/Emergency Services & Repairs	\$25,000.00
Analytical/Consultation Services re: the LFG system as it relates to the Underlying Groundwater and the Control of LFG Migration	\$35,000.00
Vadose Zone Wells: Monitoring, Testing & Reporting	\$47,347.00
Sub-total	\$366,921.04
Contingency	\$55,038.16
TOTAL	\$421,959.20

The CDO requires the County to fully optimize the LFG system in sufficient time prior to the December 31, 2012, deadline to determine whether an expansion of the LFG system will be necessary. The repairs and upgrades recommended herein, to restore proper system controls and liquid management, are those items which Tetra Tech has indicated are absolutely critical to completing the LFG system optimization. One option currently available to the County would be to eliminate the repairs and upgrades from the recommended Master Agreement Amendment, and instead, put these services out to a competitive bidding process. This could, however, put the County at great risk for not completing the required work by the deadline. Staff, therefore, recommends approval of the Master Agreement Amendment.

Lastly, Department staff recommends adding the position of Principal Engineer at the hourly rate of \$210 to Exhibit C – Fee Schedule of the Master Agreement as a cost saving mechanism. This position was inadvertently omitted previously and as such, any hours worked in this position category have been charged at the higher rate of Principal (\$246). Inclusion of the position of Principal Engineer will reduce the County's overall charges.

POLICY ISSUE:

Approval of this agenda item to amend the Master Agreement with Tetra Tech BAS, Inc., for specialized operations, maintenance, monitoring, and reporting services at the Geer Road Landfill is consistent with the Board's priorities of A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. These services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACTS:

There are no staffing impacts associated with this item. Contract oversight and management will be provided by existing staff from the Department of Environmental Resources.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Environmental Resources Telephone: 209-525-6770

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Journal Name	Text ID 7252715									
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Chart Of Accounts	Accounting Flexfield			DO NOT CHANGE						
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* List - Text										Text
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	4031	0041200	46600	0000000	000000	000000	00000		421959.2	Inc Revenue



DEPARTMENT OF ENVIRONMENTAL RESOURCES
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AMENDMENT NO. 1

TO

PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

TETRA TECH BAS, INC.

This Amendment No.1 to the Master Agreement for Professional Design Services ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and TETRA TECH BAS, INC., ("Contractor") is made and entered into on _____.

Whereas, the County and Contractor entered into a Master Agreement for Professional Design Services dated August 16, 2011 ("the Agreement"); and

Whereas, Section 2.1 – Compensation of the Master Agreement stipulates that Consultant's compensation shall in no case exceed \$667,955.00; and

Whereas, the County desires to increase this Master Agreement's "not to exceed" Limit of Expenditure amount by \$421,959.20 due to needed repairs, additionally requested monitoring, testing, and reporting by the Regional Water Quality Control Board, and needed consultation services regarding the impact of landfill gas on the underlying groundwater; and

Whereas, the County desires to add the position of Principal Engineer, at the rate of \$210.00 per hour, to the Master Agreement, Exhibit C - Fee Schedule; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section 2.1 – Compensation, the second sentence is amended as follows:

"Consultant's compensation shall in no case exceed One Million-Eighty-Nine Thousand Nine-Hundred-Fourteen Dollars and Twenty Cents (\$1,089,914.20)."

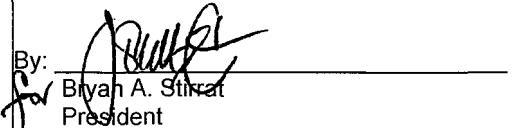
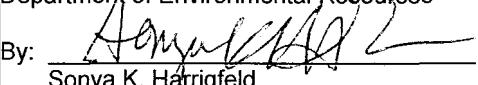
2. Exhibit C – Fee Schedule, is amended to include the following:

<u>Description</u>	<u>Billable Hourly Rate</u>
Principal Engineer	\$210.00

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS By: _____ William O'Brien Chair of The Board of Supervisors Date: _____ "County"	TETRA TECH BAS, INC.  By: _____ Bryan A. Strat President Date: <u>4-24-12</u> "Contractor"
ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California	
By: _____ Deputy Clerk Date: _____	
APPROVED AS TO CONTENT: Department of Environmental Resources  By: _____ Sonya K. Harrigfeld Director Date: <u>4-26-12</u>	
APPROVED AS TO FORM: John P. Doering County Counsel  By: _____ Thomas E. Boze Deputy County Counsel Date: <u>4-19-12</u>	

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