THE BOARD OF SUPERVISORS OF ACTION AGEND	
DEPT: Environmental Resources	BOARD AGENDA # <u>B-15</u> AGENDA DATE May 22, 2012
Urgent Routine CEO Concurs with Recommendation YES (Information	0 4/5 Vote Required YES 🔳 NO 🛄
<u>→</u>	

SUBJECT:

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

#### STAFF RECOMMENDATIONS:

- Approve an amendment to the Master Agreement with Tetra Tech BAS, Inc., to increase the not to exceed contract amount by \$421,959 from \$667,955 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. 2012-259

	f Supervisor_			, Seconded by	Supervisor _ De Martini
	d by the follow				
Ayes: Super	visors: <u>Chies</u> a	a, <u>Withrow</u>	. Monteith, De Martini	and Chairman O	Brien
Noes: Super	visors:	11	Nona		
Excused or /	Absent: Super	visors: N	None		
Abstaining:	Supervisor:	1	None		
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MOTION:					

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

STAFF RECOMMENDATIONS (Continued):

- 4. 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.
- 5. 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.
- 6. 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,

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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 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. The primary purpose of hiring an expert consulting firm is to ensure that all permit, statutory, and regulatory requirements are met. Of the various permits which regulate the GRLF, the Waste Discharge Requirements (WDRs) issued by the Regional Water Quality Control Board (RWCQB) is one of the most stringent, and therefore, the most critical.

#### Enforcement Action Taken Against the County

On November 22, 2010, the RWQCB issued a Draft Cease and Desist Order (CDO) to Stanislaus County for the GRLF for failure to meet various requirements in the WDRs. A CDO is an enforcement action that, if not complied with, carries substantial penalties. Specifically, the CDO states the following:

"If... the Discharger (Stanislaus County) fails to comply with the provisions of this Order, the Assistant Executive Officer may refer this matter to the Attorney General for judicial enforcement, may issue a complaint of civil liability, or may take other enforcement actions. Failure to comply with this Order or with the Waste Discharge Requirements may result in the assessment of Administrative Civil Liability of up to \$10,000 per violation, per day, depending on the violation."

Following the receipt of the Draft CDO and 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 in hiring a peer review expert was threefold: 1) to determine whether BAS agreed with the SCS recommendation to not proceed with the installation of an extensive, new groundwater extraction and treatment system (BAS did agree); 2) to ensure the approach that was believed to be correct for the site that would be presented at the CDO hearing, was backed up with science and facts; and 3) 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 groundwater contamination. In addition, BAS successfully argued that the existing groundwater extraction and treatment system should be optimized rather than replaced with a greatly expanded new system.

#### Activities Post- the CDO Hearing

During the CDO proceedings, RWQCB staff expressed a high degree of confidence in the BAS firm. This, together with the comfort level County staff had also developed with the BAS firm, led Department staff to recommend that additional onsite evaluative work be performed by

BAS for the GRLF site. On April 26, 2011, the Board approved an amendment to the Meyers Nave contract which included provisions for having BAS develop specific recommendations for optimizing the LFG system; one of the primary mandates of the CDO.

BAS completed their recommendations in late May 2011, and in early June the County asked SCS to consider retaining BAS's field services division, Tetra Tech BAS, Inc. (Tetra Tech), as a sub-contractor in order to implement their recommendations. This effort to have the two consulting firms work together, however, was unsuccessful. Because time was running short to meet a September 30, 2011, CDO deadline, staff concluded 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.

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.

#### Tetra Tech Work to Date and Recommendations

### Onsite Upgrades/Repairs: \$243,863.04

In August and September 2011, 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 and has identified further needed repairs, estimated at \$243,863.04, which are recommended as Phase 2 of onsite upgrades, as follows:

Table 1Phase 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

#### Non-Routine Services and/or Emergency Repairs: \$25,000

At the beginning of the contract period (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 to the budget for non-routine and/or emergency services and repairs to be available as needed through June 30, 2012.

#### Contingency Funding: \$55,038.16

Also included in the contract, was contingency funding in the amount of \$31,807 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 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.

#### Analysis/Monitoring, Testing, Reporting: \$82,347

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

Table 4Summary of Additional Services Covered by theRecommended 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					
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 a December 31, 2012, deadline to determine whether: a) an expansion of the LFG system is needed; and b) if an expansion is needed, the details for what that expansion would entail must be identified. 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. Both the RWQCB and the County are committed to performing those repairs and upgrades as quickly as possible to ensure that groundwater contamination of the County's waters arising from the Geer Road Landfill are minimized to the maximum feasible extent and to avoid the imposition of stiff civil penalties.

#### Public Bidding of the Repairs and Upgrades

Pursuant to California Public Contract Code (PCC) Section 22002, a public project means any of the following: "Construction, reconstruction, erection, alternation, renovation, improvement, demolition, and repair work" involving publicly owned facilities, including the GRLF. Additionally, Section 22032 of the PCC stipulates that public projects of more than \$175,000 shall be let to contract by formal bidding procedure. The repairs and upgrades recommended by Tetra Tech are estimated to cost \$243,863.04 which clearly exceeds the PCC limit.

The purposes of the competitive bidding requirements are as follows: 1) to guard against favoritism, improvidence, extravagance, fraud and corruption; 2) to prevent waste of public funds; and 3) to obtain the best economic results for the public. The Courts, however, particularly in <u>Graydon v. Pasadena Redevelopment Agency</u> (1980) 104 Cal.App.3d 631, have recognized a limited exception to the requirements of competitive bidding for public works projects if competitive bidding would not be useful, or would not produce a public advantage, and would thus be undesirable, impractical, or impossible. When the County initially utilized a competitive procurement approach to obtain environmental services in 2006, SCS was the only responder. Thus, it is not clear that a further competitive procurement for this scope of work would produce a public advantage. What is clear is that further delay in the ongoing remediation efforts would be undesirable and impractical for the County and the public. In the case of the groundwater contamination the County is facing at the GRLF, the public bidding process, which could result in contamination of County waters and the imposition of stiff civil penalties, would be contrary to the public interest.

The Courts also, for example in <u>Meakin v. Steveland, Inc.</u> (1977) 68 Cal.App.3d 490 and Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348, have recognized a limited exception to the requirements of competitive bidding for public works projects if competitive bidding would be unavailing and contrary to public interest where there is really only one party, i.e., a sole source, who can enter into the contract the public agency needs. For this public bidding exception to be justified, the burden of proof to justify sole source procurement falls to the requester, and one or more specific factors must be demonstrated, as follows:

- unicity, i.e., the item is only available from one single supplier; or
- immediacy, i.e., delays resulting from competitive solicitation are not acceptable; or
- emergency, i.e., delays resulting from other methods of solicitation are not bearable; or
- legitimacy, i.e., specific contexts (geographic, contractual, political, legal, military, security, etc.) may allow such a non-competition of sources; or
- inadequacy, i.e., all sources are qualified as inadequate (compatibility, compliance, price, quality, service, support, etc.); or
- exigency, i.e., any other specific reason dictating the choice of a given provider.

The Tetra Tech firm has an engineering, a field services, and construction branch under the same entity making them unique in the landfill environmental field. While they may not be the only entity that can provide this service, this combination of services is rare among the industry. To Department staff's knowledge, SCS is the only other firm that offers these same services. Possessing these multiple abilities allows Tetra Tech to troubleshoot and perform work at the same time, and if problems are encountered in the field, they are able to immediately interface with engineers to devise solutions. Because delays resulting from a competitive solution are not acceptable or bearable, and because the RWQCB has endorsed the approach proposed by Tetra Tech, and because a joint venture between SCS and Tetra Tech is not feasible, County staff believes the factors of unicity, immediacy, emergency, inadequacy, and exigency justify the sole source procurement of Tetra Tech to provide the services immediately required by the County. Accordingly, utilizing Tetra Tech's services in this case is in the public's interest.

Finally, other considerations that further demonstrate that the continued retention of Tetra Tech is in the public interest are as follows: a) Tetra Tech has already performed the investigative work at the GRLF; b) Tetra Tech is familiar with both the site and the CDO; and c) SCS was the only responder to the environmental services contract when it was publicly bid in 2006, which further indicates that there are a limited number of firms in the industry that possess both a full engineering and field services branch.

Notably, County staff has utilized a competitive procurement approach for a separate scope of work within the same overall project and will be presenting to this Board the recommended retention of the lowest, responsive, responsible bidder for that work. It is only with respect to this scope of work that County staff believes a further competitive procurement would not best serve the public's interest.

#### Conclusion

The County has two basic options at this time: 1) Approve the recommended Master Agreement Amendment including the Repairs and Upgrades Project as an exception to the public bidding process; or 2) Remove the Repairs and Upgrades Project from the Master Agreement Amendment and put that portion of the work out to a competitive bidding process. Doing so, however, would further delay groundwater remediation work at the GRLF, potentially resulting in contamination of County waters, put the County at risk for not completing the work required by the CDO deadline, and potentially subject the County to administrative penalties for failure to meet the CDO requirements. Department staff recommend proceeding with

Option 1 to approve the Master Agreement Amendment because delays and potentially increased costs would have a detrimental impact on the County.

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, or Jami Aggers, Assistant Director of Environmental Resources Telephone: 209-525-6770

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# Amend Master Agreement with Tetra Tech BAS, Inc.

Jami Aggers, Assistant Director

May 22, 2012

# Background

- 1 of 2 Professional Design Services Contracts for specialized environmental services at the Geer Road Landfill
- Include operations, maintenance, repairs, monitoring and reporting
- Competitive procurement process in 2006, the firm of SCS Engineers was awarded a contract, and with extensions it expires 6/30/12

- Primary purpose of hiring an outside expert: ensure that all permit, statutory and regulatory requirements are met
- On Nov. 22, 2012, however, the County received a Draft Cease & Desist Order (CDO) from the Water Quality Control Board for failure to meet permit requirements
- Failure to comply with the CDO = substantial penalties

- To assist the County, the law firm of Meyers Nave was retained: specialize in env. compliance
- Meyers Nave retained Bryan A. Stirrat and Assoc. (BAS) who has extensive expertise in LF corrective action measures
- BAS' role: 1) peer review; 2) to provide the facts & science behind a LFG approach; and 3) to gauge whether requirements were realistic or not

 BAS' testimony at the CDO hearing was pivotal in two ways: 1) convinced the Water Board that we should focus the majority of our remedial efforts on controlling LFG (the source of groundwater contamination); and 2) to optimize the existing groundwater treatment system vs. replacing it with a new, expanded system

- High degree of confidence was developed in the BAS firm, both Water Board and County staff
- On April 26, 2011, the Board approved an amendment to the Meyers Nave contract so that BAS could develop specific recommendations for optimizing the LFG system; a primary mandate of the CDO

- BAS developed their recommendations in May 2011 but the County did not have a contract with BAS directly
- Attempted to work out a sub-contracting arrangement with SCS, unsuccessfully
- With an impending Sept. 30, 2011, CDO deadline, staff recommended modifying the SCS contract to remove the LFG tasks and contracting directly with BAS

- Board approved entering into a Master Agreement with BAS (Tetra Tech BAS) on August 16, 2011
- Since that time, Tetra Tech completed upgrades which restored proper vacuum to the LFG well field
- Followed by several months of monitoring, tuning and balancing the system

- This process identified several add'l challenges, particularly in the LFG system controls (flare station) and the liquid management (condensate control and removal)
- Needed repairs & upgrades are estimated to cost \$243,863
- Will address: flare station, air compressor, condensate pump, back-up condensate tank & LFG collection system

## **Other Needs**

- Master Agreement included a total of \$30,000 for non-routine & emergency repairs
- From August 2011 to date, we've nearly exhausted these funds for a variety repairs & services
- Staff recommends adding \$25,000

## Other Needs, Cont'd.

- Master Agreement included a total of \$31,807 in contingency funding for contract changes
- \$13,933 currently remain, however, BAS recommends the purchase of \$12,506 in spare parts to limit down-time
- Staff recommends adding 15% or \$55,038 in add'l contingency monies

## Other Needs, Cont'd.

- Staff needs BAS' expertise in two add'l areas: 1) the relationship of LFG system to the underlying groundwater as we work to optimize that system as well: estimate \$35,000 for these services; and 2) add'l monitoring & testing for the vadose zone well project currently being reviewed by the Water Board: estimate: \$47,347
- Total other services: \$82,347

## **Professional Services:**

- Non-routine and Emergency Services: \$25,000
- Analytical/Consulting Svcs re: the LFG System as it relates to underlying groundwater and the control of LFG: \$35,000
- Vadose Zone Wells: Monitoring, Testing & Reporting: \$47,347
- For the repair & maintenance work: Project mgmt, meetings and a follow-up report: \$15,711
- Total: \$123,058 or 29.2%

## **Repair/Maintenance Services**

- Repair & upgrade flare controls: \$55,000 (to be completed by a subcontractor)
- Repair & upgrade LFG System: \$188,863
- Total: \$243,863 or 57.8%

 Contingency funding: \$55,038 or 13.0%

Grand Total: \$421,959

### **Requirements the County Must Meet**

- Must complete a long list of tasks in about 18 mos, or Dec. 31. 2012, the most significant of which is: fully optimize the LFG system, and once done – determine if an expansion is needed & what that expansion is recommended to entail
- This is insufficient time, however, request to push the final compliance deadline farther out was not granted

### **Public Bidding Process**

- Asked for more time for this specific reason: not granted
- Yet committed to completing the work as quickly as possible to avoid add'l contamination and civil penalties

- Public Contract Code, the LF repairs & upgrades are a "public project"
- If over \$175,000 which this project is (\$243,863) – required to be let by formal bidding process

- Competitive bidding purpose, however, is intended to do the following:
  - To guard against favoritism, fraud and corruption
  - Prevent the waste of public funds
  - Obtain the best value for the public
- Courts have recognized limited exceptions, as follows:

### Public works projects if:

 Competitive bidding would not be useful, does not produce a public advantage, and thus is undesirable/impractical/impossible

 Not clear if public bidding would produce an advantage because when the County utilized a competitive procurement in 2006, SCS was the only responder

- What is clear: further delay in remediation efforts:
  - Undesirable and impractical for the County and the public
- Could result in additional contamination and still civil penalties = contrary to the public interest

- Courts have made other limited exceptions for sole source providers, but specific factors must be met:
  - Unicity (a single supplier)
  - Immediacy (delays would not be acceptable)
  - Emergency (delays are unbearable)
  - Legitimacy (specific contexts, e.g., contractual, legal, that allow non-competition)
  - Inadequacy (all sources are inadequate)
  - Exigency (any other specific reason)

- Tetra Tech\* is unique in LF environmental field:
  - Engineering
  - Field Services
  - Construction, under one entity

\*May not be sole, but certainly rare

### This unique ability allows:

- Troubleshooting while performing work
- If problems are encountered in the field, immediately interface with engineers to devise solutions
- Staff believes the factors of unicity, immediacy, emergency, inadequacy and exigency justify the sole source procurement of Tetra Tech for the following reasons:

- Delays resulting from competitive bidding are not acceptable or bearable
- Water Board has endorsed the approach proposed by Tetra Tech
- A joint venture between Tetra Tech and SCS was not feasible
- Accordingly, utilizing Tetra Tech in this case is in the public's interest

- Other considerations include: Tetra Tech has performed the investigative work
- Tetra Tech is familiar with the site & CDO
- SCS was the only responder in 2006 which indicates there are a limited number of firms in the industry that possess both a full engineering and field services branch

- Not opposed to utilizing the public bidding process, in fact, a competitive procurement approach was used for a separate scope of work within the CDO and just closed on May 9, 2012
- It is only with respect to this scope of work that staff believes a competitive procurement would not best serve the public's interest

## Conclusion

- Two basic options: Approve the Master Agreement Amendment -
  - With the repairs and upgrades as an exception to the public bidding process; or
  - Remove the repairs and upgrades and put them out to competitive bidding. Doing so, however, would further delay groundwater remediation work, potentially result in add'l groundwater contamination, and potentially result in penalties

# **Staff Recommendation**

 Approve amending the Master Agreement with Tetra Tech BAS, Inc., for professional design services, including repairs and upgrades to the LFG System, at the Geer Road Landfill





## AMENDMENT NO. 1

## то

## **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  $\underline{May}$  22,  $\underline{202}$ .

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:

Description Principal Engineer Billable Hourly Rate \$210.00

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

(Signatures on the next page)

COUNTY OF STANISLAUS	TETRA TECH BAS, INC.
By: William O'Brien Chair of The Board of Supervisors	By: Bryan A. Stirrat President
Date: <u>5/フフ//ヱ</u> "County"	Date: <u> </u>
ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California By: Deputy Clerk	
Date: 5/22/12-	
APPROVED AS TO CONTENT: Department of Environmental Resources By:	
Date: <u> </u>	
APPROVED AS TO FORM: John P Doering County Counsel By: Thomas E. Boze Deputy County Counsel	
Date:4-19-12	

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

(End of document)



DEPARTMENT OF ENVIRONMENTAL RESOURCES 3800 Cornucopia Way, Suite C Modesto, CA 95358 Phone: (209) 525-6770 Fax: (209) 525-6773

## OPERATIONS, MAINTENANCE, AND REPAIR SERVICES AT GEER ROAD LANDFILL

## AMENDMENT NO. 1 TO PA 11-001

Except as hereinafter provided, the services provided by the Consultant under this Project. Authorization Amendment 1, shall be subject to the terms and conditions set forth in *Master Agreement For Professional Design Service* number A072711 made and entered into by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), on August 16, 2011,

Whereas, the County and Consultant entered into a Project Authorization for Operations, Maintenance, and Repair Services dated August 16, 2011 ("the Agreement"); and

Whereas, Section F – Compensation, of the Project Authorization stipulates that Consultant's compensation shall in no case exceed \$454,086.20; and

Whereas, the County desires to increase this Project Authorization's "not to exceed" Limit of Expenditure amount by \$60,000.00 due to the need to have additional funds available for Non-Routine Emergency and Non-Routine Scheduled Services, and due to the need to have funds available specifically for analytical/consulting services regarding the impact of landfill gas on the underlying groundwater; and

Whereas, this Amendment is for the mutual benefit of County and Consultant;

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

1. Section C – Scope of Work, Task 8 under Item 2, Scope of Services, is amended as follows:

#### Task 8 – Non-Routine Scheduled Service

"Non-routine schedule maintenance and service consists of corrective repair or maintenance work identified during the routine site visits for by County personnel. Non-routine maintenance and service may include, but is not limited to the following:"

2. Section C – Scope of Work, Sub Section Scope of Services, Item 2,Task 8, is amended to add the following:

"h. Analyzing the landfill gas system as it relates to the underlying groundwater and controlling landfill gas migration."

3. Section F – Compensation, Sub Section Project Price, Tasks 7 and 8, "Not to Exceed Amount Per Task" and "Total Not To Exceed" amount are amended as follows:

TASK NUMBER	DESCRIPTION	TOTAL NOT TO EXCEED AMOUNT PER TASK
7	Non-Routine Emergency Services	\$ 22,500.00
8	Non-Routine Scheduled Services	\$ 47,500.00
	TOTAL NOT TO EXCEED	\$514,086.20

4. Section F – Compensation, Sub Section Project Price – "Project price detailed by classification and event" Tasks 7 and 8 "Extended Maximum Total Task Price" and the "Not to Exceed Total" are amended as follows:

Task	Description	Extended Maximum Total Task Price
7	NON- ROUTINE EMERGENCY SERVICES	\$22,500.00
8	NON- ROUTINE SCHEDULED SERVICES	\$47,500.00
	NOT TO EXCEED TOTAL	\$514,086.20

5. Section F - Compensation, Project Total is amended as follows:

#### "PROJECT TOTAL: \$514,086.20"

6. Section F – Compensation, Project Total – Item 2 the "not to exceed" amount is amended as follows:

## "not exceed \$514,086.20"

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

(Signatures on following page)

2

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Project Authorization 11-001-SMG on  $\underline{M}AY \underline{22}$ , 2012.

**COUNTY OF STANISLAUS** Department of Environmental Resources By: Sonya K. Harrigfeld Director

"County"

TETRA TECH BAS, INC.

By: Name: asado Title: Vice Pres. Controller

"Consultant"

APPROVED AS TO FORM: John P Deering County Counsel By: Thomas E. Boze

**Deputy County Counsel** 

(End of document)

DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C, Modesto, CA 95358

**Phone: (209) 525-6770** Fax: (209) 525-6773

## Geer Road Landfill Flare Station Insulation Repairs, Repairs No. 4 Geer Road Landfill

## Project Number 12-004-SMG

## A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project Authorization, shall be subject to the terms and conditions set forth in *Master Agreement for Professional Design Services* number A072711 made and entered into by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc. ("Consultant"), on May 2.2, 2012.

## B. Background

The Geer Road Landfill is located approximately 10 miles southeast of the City of Modesto in Stanislaus County, on the northern bluff of Tuolumne River in central Stanislaus County. The 176-acre site is jointly owned by Stanislaus County and the City of Modesto. It is classified as a Class III landfill and is currently closed.

When the landfill was in active operation, it was operated by the Stanislaus County Department of Public Works, and accepted municipal and cannery wastes, from November 1970, until July 1990. The site operated as an area/trench fill sanitary landfill between 1970 and 1990. Approximately 144 acres (footprint) were used for refuse disposal. An estimated 4.5 million tons of municipal solid wastes were disposed of at the site. The maximum depth of refuse is estimated to range between 50-60 feet. The Stanislaus County Department of Environmental Resources currently maintains the landfill as a closed facility.

The site is within a meander bend of the Tuolumne River. The landfill was capped in 1995 with a final cover system, a geomembrane on the top deck and clay on the side slopes. The final cover is a modified California Title 23, Chapter 15 design. The top deck cover (approximately 51 acres) consists of a 1-foot foundation layer overlain by a 60-mil High Density Polyethylene (HDPE) geo-membrane that is protected by a 1-foot thick vegetative cover layer. The side-slope has a 1-foot clay barrier in place of the HDPE. The cap was installed to divert rainfall from the landfill waste and to reduce the generation of leachate. A landfill gas (LFG) extraction system was installed in two phases, with two well fields covering the site, in 1992 and 1995.

On April 24, 2009, the Regional Water Quality Control Board (RWQCB) issued new Waste Discharge Requirements (WDR) and associated Monitoring and Reporting Program (MRP) Order No. R5-2009-0051 for the Geer Road Landfill. The County was in the process of complying with the requirements of the new WDRs when on April 8, 2011, the RWQCB issued a Cease and Desist Order R5-2011-0021 to the County, which required that the County optimize the existing LFG collection and control system and submit a LFG Extraction System Optimization Report by September 30, 2011. On April 6, 2011, the RWQCB also issued a revised MRP Order No. R5-2011-0022.

On December 9, 2010, the County contracted with Meyers Nave Riback Silver & Wilson, to provide legal advice related to the Geer Road Landfill Cease and Desist Order. Meyers Nave Riback Silver & Wilson, retained Bryan A. Stirrat and Associates on behalf of the County to review existing site data and conduct certain environmental investigations, and develop remedial recommendations for the site. On May 18,



2011, Bryan A. Stirrat and Associates recommended certain remedial action be taken by the County. On May 8, 2012, Bryan A. Stirrat and Associates personnel were replacing the flare ignition system and during this repair, the interior of the flare was inspected. During this inspection, it was noted that a 2' x 5' section of the flare stack insulation was damaged. Insulation on the interior of the flare is paramount to preventing structural damage to the flare stack. During operation of the flare the external temperature of the stack was observed to exceed 500°F through the use of an infrared thermometer which can cause excessive wear. This is a dangerous situation that must be repaired immediately.

## C. Scope of Work

The Consultant shall provide all the labor, material, supplies, tools and equipment to repair the existing flare stack and restore its structural integrity at the County's Geer Road Landfill to keep the flare running to the maximum extent possible pursuant to permit requirements. Consultant shall exercise generally accepted repair practices with respect to the operational goals established by the system design engineer, San Joaquin Valley Unified Air Pollution Control District (APCD) and with the rules and regulations of applicable state and local agencies, and other regulatory agencies for control of subsurface LFG migration, surface emissions, as well as, environmental and regulatory reporting requirements.

The work the Consultant shall perform under this Project Authorization is identified below:

- 1. Replace the damaged flare stack insulation to preserve its structural integrity. This repair involves the Consultant shutting down the flare station, purging the flare stack to ensure non-explosive levels of methane, replacement of the insulation and periodic monitoring of the flare inlet, cleaning and painting of the exterior of the flare stack in the area of the damage and restarting the flare station. A subcontractor, Gold Coast Refractory, has been selected to provide these repair services. Consultant will provide oversight and assistance as needed with this repair.
- 2. Price includes work at prevailing wage.

## D. Compensation

The Consultant shall be compensated in accordance with the Master Agreement terms and conditions for the services provided under this Project Authorization as follows:

1. Consultant shall be compensated on a time and material not to exceed basis for the work set forth in this Project Authorization and at the prices indicated in this section. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in the Master Agreement and this Project Authorization, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.

Fees plus reimbursable expenses shall not exceed the amounts set forth in below and a copy of the original invoice for the items listed in a, b or c above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work and documents completed and submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a mark up on any of the above items listed in a, b or c or any item identified in Exhibit C of the Master Agreement. Items such a cell phone, telephone, fax, copies, postage, fuel, or freight, etc., are already included in the billable hourly rate.

## Hourly Detail

Below is a detailed breakdown of estimated hours for the above work:

Title	Hourly Billable Rate	Quantity of Hours	Not to Exceed Total
Flare Station Insulation Repair			
Project Engineer (PE)	\$156.00	4	\$624.00
Engineering Technician III (ET-III)	\$81.00	2	\$162.00
Project Manager	\$174.00	2	\$348.00
TOTAL LABOR			\$1,134.00

## **Material Detail**

Below is a detailed breakdown of material and equipment expenses for the above work. These expenses are included in the below Project Total.

Description	Unit of Measure	Quantity	Unit Price	Extended Not To Exceed Total
Flare Station Insulation Repair				
Gold Coast Refractory (Sub-contractor)	Lump Sum	1	\$12,145.00	\$12,145.00
SUB-TOTAL				\$12,145.00
10% Mark-up				\$1,215.00
MATERIALS NOT TO EXCEED TOTAL				\$13,360.00

## PROJECT NOT TO EXCEED TOTAL: \$14,494.00

\*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

#### 1. The Project Total is \$14,494.00.

- 2. The Consultant shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Consultant in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
- 3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$14,494.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.
- 4. Any required changes in the Scope of Work for this project shall be in accordance with Section 2.3 of the Master Agreement.

## E. Payment and Invoicing

1. Consultant shall submit a detailed invoice for work actually completed. The invoice is

to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis, not to exceed the per task totals for work performed and services provided.

2. The County shall pay the Consultant Net 30 days after approval of the invoice. Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County Department of Environmental Resources Attention: Jami Aggers 3800 Cornucopia Way, Suite C Modesto, California 95358

#### F. Representatives

The County's representatives are Jami Aggers, (209) 525-6768 and Gerry Garcia, (209) 837-4816. The Consultant's representatives are Michael Leonard and Bryan A. Stirrat, P.E.

## G. Project Authorization Period

Services will commence on or about May 16, 2012, and end June 15, 2012, or upon completing the agreed upon services.

#### H. Schedule

Consultant estimates this scope of work under this Project Authorization (including travel) shall be completed within thirty (30) days of receiving authorization to proceed.

#### I. Counterparts

The parties hereby agree that facsimile signatures of the parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the parties.

(Signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Project No. 12-004-SMG on May 22, 2012.

**COUNTY OF STANISLAUS** Department of Environmental Resources By: a K. Harrigfeld S¢ Director

"County"

TETRA	TECH BAS, INC.
	muli-
By:	( Bully)
Name:	Torge Casado
Title:	Vice lives., Controller

"Consultant"

APPROVED AS TO FORM: John P. Dering County Counsel By: Thomas E. Boze Deputy County Counsel

(End of document)

DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C, Modesto, CA 95358

**Phone: (209) 525-6770** Fax: (209) 525-6773

## Geer Road Landfill Vadose Zone Monitoring, Testing and Reporting Geer Road Landfill

Project Number 12-003-SMG

## A. Terms and Conditions

## B. Background

The Geer Road Landfill is located approximately 10 miles southeast of the City of Modesto in Stanislaus County, on the northern bluff of Tuolumne River in central Stanislaus County. The 176-acre site is jointly owned by Stanislaus County and the City of Modesto. It is classified as a Class III landfill and is currently closed.

When the landfill was in active operation, it was operated by the Stanislaus County Department of Public Works, and accepted municipal and cannery wastes, from November 1970, until July 1990. The site operated as an area/trench fill sanitary landfill between 1970 and 1990. Approximately 144 acres (footprint) were used for refuse disposal. An estimated 4.5 million tons of municipal solid wastes were disposed of at the site. The maximum depth of refuse is estimated to range between 50-60 feet. The Stanislaus County Department of Environmental Resources currently maintains the landfill as a closed facility.

The site is within a meander bend of the Tuolumne River. The landfill was capped in 1995 with a final cover system, a geomembrane on the top deck and clay on the side slopes. The final cover is a modified California Title 23, Chapter 15 design. The top deck cover (approximately 51 acres) consists of a 1-foot foundation layer overlain by a 60-mil High Density Polyethylene (HDPE) geo-membrane that is protected by a 1-foot thick vegetative cover layer. The side-slope has a 1-foot clay barrier in place of the HDPE. The cap was installed to divert rainfall from the landfill waste and to reduce the generation of leachate. A landfill gas (LFG) extraction system was installed in two phases, with two well fields covering the site, in 1992 and 1995.

On April 24, 2009, the Regional Water Quality Control Board (RWQCB) issued new Waste Discharge Requirements (WDR) and associated Monitoring and Reporting Program (MRP) Order No. R5-2009-0051 for the Geer Road Landfill. The County was in the process of complying with the requirements of the new WDRs when on April 8, 2011, the RWQCB issued a Cease and Desist Order R5-2011-0021 to the County, which required that the County optimize the existing LFG collection and control system and submit a LFG Extraction System Optimization Report by September 30, 2011. On April 6, 2011, the RWQCB also issued a revised MRP Order No. R5-2011-0022.

On December 9, 2010, the County contracted with Meyers Nave Riback Silver & Wilson, to provide legal advice related to the Geer Road Landfill Cease and Desist Order. Meyers Nave Riback Silver & Wilson, retained Bryan A. Stirrat and Associates on behalf of the County to review existing site data and conduct



certain environmental investigations, and develop remedial recommendations for the site. On May 18, 2011, Bryan A. Stirrat and Associates (BAS) recommended certain remedial action be taken by the County. At the recommendation of BAS, on December 23, 2011, the County submitted a written request to the RWQCB to discontinue the vacuum on a series of vadose zone gas recovery wells. This request was made because of the potential that LFG may be negatively impacting groundwater under the Landfill due to the application of vacuum on these wells. Following receipt of the request, RWQCB staff advised that a follow-up meeting would provide the opportunity to discuss the request in greater detail. That meeting took place on January 26, 2012, and after a productive discussion, the County was asked to submit a written proposal containing greater detail for RWQCB staff to review. The County submitted a proposal on March 5, 2012, and County staff awaits the RWQCB's response. In the meantime, the County committed to performing additional laboratory analyses to gather supporting documentation for this Vadose Zone Project and requires the Consultant's expertise to perform the necessary monitoring, testing and reporting to support the project through June 30, 2012.

The vadose zone extraction wells identified in the March 5, 2012 correspondence are as follows:

- RW-1D
- RW-2D
- RW-3D
- RW-5D
- RW-6D
- RW-9D
- RW-11D
- RW-12D
- RW-14D
- EW-12D
- EW-13D
- EW-14D
- EW-15D
- EW-16D

#### C. Scope of Work

The Consultant shall provide all the labor, materials, supplies, tools and equipment to concentrate the available vacuum on the LFG wells located within the waste prism in order to maximize removal efficiency and eliminate the gas halo previously identified beneath the County's Geer Road Landfill. In addition, Consultant will monitor the vadose zone wells for methane concentration and vinyl chloride and prepare a report to summarize the findings. Consultant shall exercise generally accepted monitoring and sampling practices with respect to the operational goals established by the system design engineer, San Joaquin Valley Unified Air Pollution Control District (APCD) and with the rules and regulations of applicable state and local agencies, and other regulatory agencies for control of subsurface LFG migration, surface emissions, as well as, environmental and regulatory reporting requirements.

The work the Consultant shall perform under this Project Authorization is identified below:

#### Task #1: Vadose Zone Well Monitoring

• Concentrate the available vacuum on the LFG wells located within the waste prism in order to maximize removal efficiency and eliminate the gas halo previously identified beneath the County's Geer Road Landfill.

• On a weekly basis: Monitor the vadose zone wells using a LandTec GEM-2000 and record the concentrations of methane, carbon dioxide, oxygen and nitrogen (balance gas). Additionally, the vacuum and temperature of the gas contained within extraction wells must be noted.

• On a weekly basis: Measure and record the vinyl chloride concentrations in the vadose zone wells using Dräger tubes for screening purposes in an effort to screen the gas contained within the extraction well. The Dräger Tube information will be utilized internally to determine if there have been any positive effects, i.e., a reduction of vinyl chloride concentrations in the soil gas in the vadose zone prior to extracting gas samples.

#### Task #2: Vadose Zone Well Sounding

• On a monthly basis: "Sound" each of the vadose zone wells and record and catalogue this information for inclusion in the progress report for the RWQCB. This information will include both the total depth of the extraction (vadose zone) well and the liquid level within the extraction well. This information will be collected to determine if there is any change in the liquid level within the well with a reduced/eliminated vacuum application on the well.

#### Task #3: Vadose Zone Well Gas Analysis

• Perform a laboratory analysis on the LFG samples extracted from the vadose zone wells during the months of March, April and May 2012, using individual summa canisters for United States of America Environmental Protection Agency Method TO-15 analysis.

• A sample of gas will be extracted from each vadose zone well. These samples will be collected in one-liter SUMMA canisters using a grab sample (as opposed to a continuous sample). These SUMMA canisters will have one (1) sample (i.e., a single vadose zone well) collected per canister in an effort to determine the exact constituents of potential volatile organic compounds contained within the well. It is assumed that only wells that are designated as a recovery well (or with an RW prefix) will be sampled for gas analysis, because, after initial investigation into the sounded depths of the aforementioned wells, it is believed that the vertical extraction wells (or wells with an EW prefix) may actually be contained within the waste prism. This information will be reviewed, cataloged and organized for inclusion in the progress report mentioned in item No. 5, above.

#### Task #4: Vadose Zone Project Monitoring Report

• Prepare a progress report in June 2012 summarizing the results of Tasks 1 - 3, above, will be prepared. The report will include a graphical and tabular representation of applicable data for the vadose zone wells in addition to any other information that was collected and deemed pertinent during this time period. The Dräger Tube information will not be included in this Quarterly Summary Report as it will be used primarily as a screening tool by BAS and the County.

Note: Price includes work at prevailing wage.

#### D. Compensation

The Consultant shall be compensated in accordance with the Master Agreement terms and conditions for the services provided under this Project Authorization as follows:

1. Consultant shall be compensated on a time and material not to exceed basis for the work set forth in this Project Authorization and at the prices indicated in this section. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in the Master Agreement and this Project Authorization, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.

Fees plus reimbursable expenses shall not exceed the amounts set forth in below and a copy of the original invoice for the items listed in a, b or c above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work and documents completed and submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a mark up on any of the above items listed in a, b or c or any item identified in Exhibit C of the Master Agreement. Items such a cell phone, telephone, fax, copies, postage, fuel, or freight, etc., are already included in the billable hourly rate.

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

## Project Price

Contractor shall perform the scope of work described in this proposal on a time and expense basis in accordance with the existing Master Services Agreement between Tetra Tech BAS and the County. A breakdown of the fees is as follows:

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement Exhibit C – Rate Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Rate Schedule.

A Summary breakdown of the Project fees is as follows:

Task	Description	Maximum Total	
		Task Price	
1	Vadose Zone Well Monitoring	\$11,952.00	
2	Vadose Zone Well Sounding	5,028.00	
3	Vadose Zone Well Gas Analysis	22,779.00	
4	Vadose Zone Project Monitoring Report	7,444.00	
	Total (includes reimbursable listed below)	\$47,203.00	

#### **Hourly Detail**

Below is a detailed breakdown of estimated hours for Tasks 1-4, above:

Title	Hourly Billable Rate	Quantity of Hours	Not to Exceed Total
Vadose Zone Monitoring, Testing and Reporting			
Principal	\$246.00	6	\$1,476.00
Sr. Project Manager	\$185.00	8	\$1,480.00
Administrative Assistant	\$93.00	8	\$744.00
Project Engineer (PE)	\$156.00	84	\$13,104.00
Engineering Technician III (ET-III)	\$81.00	156	\$12,636.00
TOTAL LABOR			\$29,440.00

## **Material Detail**

Below is a detailed breakdown of material and equipment expenses for Tasks 1-4, above. These expenses are included in the below Project Total.

Description	Unit of Measure	Quantity	Unit Price	Extended Not To Exceed Total
Vadose Zone Monitoring, Testing and Repo	orting			· · · · · · · · · · · · · · · · · · ·
Dräger Tubes (36/month x 4 months)	EA	216	\$11.00	\$2,376.00
Sounder (Liquid Level Indicator, 1/month x 4 months)	EA	6	\$40.00	\$240.00
Method TO-15 Gas Analysis (9/month x 4 months)	EA	54	\$280.50	\$15,147.00
TOTAL				\$17,763.00
MATERIALS NOT TO EXCEED TOTAL				\$17,763.00

## PROJECT NOT TO EXCEED TOTAL: \$47,203.00

\*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

#### 1. The Project Total is \$47,203.00.

- 2. The Consultant shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Consultant in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
- 3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$47,203.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.
- 4. Any required changes in the Scope of Work for this project shall be in accordance with Section 2.3 of the Master Agreement.

#### E. Payment and Invoicing

- 1. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis, not to exceed the per task totals for work performed and services provided.
- 2. The County shall pay the Consultant Net 30 days after approval of the invoice. Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County Department of Environmental Resources Attention: Jami Aggers 3800 Cornucopia Way, Suite C Modesto, California 95358

## F. Representatives

The County's representatives are Jami Aggers, (209) 525-6768 and Gerry Garcia, (209) 837-4816. The Consultant's representatives are Michael Leonard and Bryan A. Stirrat, P.E.

## G. Project Authorization Period

Services will commence upon the signing of the Project Authorization and end June 30, 2012, or upon completing the agreed upon services.

#### H. Schedule

Consultant estimates this scope of work under this Project Authorization (including travel) shall be completed within sixty (60) days of receiving authorization to proceed.

#### I. Counterparts

The parties hereby agree that facsimile signatures of the parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the parties.

(Signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Project No. 12-003-SMG on <u>May 32</u>, 2012.

COUNTY OF STANISLAUS Department of Environmental Resources

By Sonya K. Harrigfeld Director

"County"

TETRA TECH BAS, INC.

By: Name: asado Title: , Controllar Vice fres.

"Consultant"

APPROVED AS TO FORM: John P\Doeting County Counsel By: Thomas E. Boze **Deputy County Counsel** 

(End of Document)

Master Agreement A072711



DEPARTMENT OF ENVIRONMENTAL RESOURCES 3800 Cornucopia Way, Suite C, Modesto, CA 95358

> Phone: (209) 525-6770 Fax: (209) 525-6773

## Geer Road Landfill Gas Collection and Control Systems Repair and Upgrade

## Amendment 1 To Project Authorization 12-002-SMG

Except as hereinafter provided, the services provided by the Consultant under this Project Authorization Amendment, shall be subject to the terms and conditions set forth in *Master Agreement For Professional Design Services* number A072711 made and entered into by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), on August 16, 2011, and Project Authorization number 12-002-SMG dated May22, 2012.

Whereas, the County desires to maintain the cost effectiveness of the Work performed under this Project Authorization by allowing the Consultant the flexibility to interchange their workforce listed in Section E – Compensation – Item 2 Hourly Detail with the lower paid work classifications listed below in the "Hourly Billable Rate Schedule", while maintaining all State Prevailing Wage requirements and without adding cost to the project; and

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

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

- 1. Section E Compensation is amended to add the following:
  - "6. Hourly Billable Rate Schedule

The Consultant may interchange their workforce identified in Section E – Compensation – Item 2 Hourly Detail with any of the below lower paid workforce as long as State Prevailing Wage requirements are adhered to by the Consultant for Work performed under this Project Authorization.

Title	Hourly Billable Rate
Project Engineer	\$156.00
Senior Project Manager	\$185.00
Project Manager	\$174.00
Engineering Principal	\$210.00
Principal	\$246.00
Senior Designer	\$128.00
Engineer III	\$120.00
Engineer I	\$ 96.00
Engineering Technician V	\$104.00
Engineering Technician IV	\$ 93.00
Engineering Technician III	\$ 81.00

2. 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 Project No. 12-002-SMG Amendment 1 on June 13, 2012.

COUNTY OF STANISLAUS Department of Environmental Resources B Jami Aggers Interim Director

"County"

TETRA TECH BAS INC.

By: Jorge Casa κlb.

Vice President, Controller

"Consultant"

APPROVED AS TO FORM: John P. Doering County Counsel By: Thomas Boze **Deputy County Counsel**