

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

DEPT: Environmental Resources

BOARD AGENDA: 5.B.6
AGENDA DATE: August 13, 2024

SUBJECT:

Approval of Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt Consulting dba SCS Engineers, Inc. for Environmental Monitoring, Testing, Reporting, and Oversight at the Fink Road Landfill

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2024-0429

On motion of Supervisor C. Condit Seconded by Supervisor B. Condit
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Kelly Rodriguez
KELLY RODRIGUEZ, Assistant Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources

BOARD AGENDA:5.B.6
AGENDA DATE: August 13, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt Consulting dba SCS Engineers, Inc. for Environmental Monitoring, Testing, Reporting, and Oversight at the Fink Road Landfill

STAFF RECOMMENDATION:

1. Approve Amendment No. 3 to the Master Agreement for Professional Design Services with Stearns, Conrad, and Schmidt Consulting Engineers dba SCS Engineers, Inc. in the amount of \$2,000,000 for Environmental Oversight Services at the Fink Road Landfill with a new total not-to-exceed amount of \$6,323,396.
2. Authorize the Director of Environmental Resources to execute Amendment No. 3 to the Master Agreement with Stearns, Conrad, and Schmidt Consulting Engineers dba SCS Engineers, Inc. for Professional Design Services in the amount of \$2,000,000 and sign the necessary documents.
3. Authorize the Director of Environmental Resources to sign amendments to the Master Agreement with Stearns, Conrad, and Schmidt Consulting Engineers dba SCS Engineers, Inc. for an overall not-to-exceed amount of \$6,423,396, which includes a contingency of \$100,000.
4. Authorize the Director of Environmental Resources to sign individual Project Authorizations under the Master Agreement, providing that the cumulative total does not exceed an overall contracted amount of \$6,423,396, which includes a contingency of \$100,000.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, operates and maintains the active Fink Road Landfill and performs post-closure maintenance of the Geer Road Landfill. The day-to-day operation and maintenance of the Fink Road Landfill is performed by in-house staff; however, specialized services and expertise are needed in the area of environmental oversight to ensure the site remains in compliance with Federal and State regulatory agencies such as the Environmental Protection Agency, CalRecycle, the State Water Resources Control Board (Water Board), and the State Air Resources Board.

Environmental oversight includes monitoring, testing, analyzing, reporting, maintenance (routine and non-routine), repairs, surveying, construction oversight, emergency services, development of plans, specifications, and engineers estimates, work plans, and construction quality assurance and Health and Safety Plans for the site. For those specialized services, the Department has historically hired specialized outside expertise.

The Water Board and its regional offices commonly add new monitoring and testing objectives as well as reporting requirements. Consequently, Stanislaus County (County) must meet the Water Board's mandated requirements and deadlines in order to remain in compliance. On December 18, 2018, the County Board of Supervisors approved the Master Agreement with Stearns, Conrad, and Schmidt Consulting Engineers dba SCS Engineers, Inc. for professional environmental oversight of the Fink Road Landfill for an overall not-to-exceed total amount of \$1,603,300. The Master Agreement with SCS Engineers, Inc. had an initial term of three years, effective from January 1, 2019, through December 31, 2021. The contract contains two (2) two-year options to renew so that, if mutually agreeable to both parties, the contract may be extended an additional four years; however, in no case shall the renewal extend beyond December 31, 2025.

On December 14, 2021, the Board approved Amendment No. 1 to the Master Agreement, which exercised the first option to renew, extending the term of the Master Agreement by an additional two years, through December 31, 2023. Amendment No. 1 also increased the contract by \$1,297,800, for a not-to-exceed amount of \$2,901,100.

On December 5, 2023, the Board approved Amendment No. 2 to the Master Agreement, which exercised the second option to renew, extending the current term of the Master Agreement by an additional two years, through December 31, 2025. Amendment No. 2 also increased the contract by \$1,422,296, for a not-to-exceed amount of \$4,323,396.

Since the execution of Amendment No. 2 in December 2023, there have been several unexpected events that have occurred at the Fink Road Landfill. The first was an unprecedented rainy season which filled one of the two leachate ponds on site to near capacity and in jeopardy of overflowing. The leachate ponds are required by the Water Board to have at least two feet of freeboard at all times in order to ensure that they do not overflow. By late January 2024, the water in leachate pond Surface Impoundment-1 (SI-1) was nearing maximum capacity and in jeopardy of overflowing. SCS Engineers assisted the County in addressing this issue, including hiring a subcontractor to haul some of the leachate to a treatment facility, renting baker tanks to store leachate onsite, renting remote equipment to continuously monitor the leachate pond levels, and weekly reporting to the Water Board on the status of the leachate ponds.

These are all expensive endeavors. The cost to haul one truckload containing 4,800 gallons of leachate offsite was \$3,756. Additionally, the treatment facilities will only accept two truckloads per day. To date, the Landfill has hauled approximately 124,800 gallons of leachate off site at a total of \$98,437. The County also rented several baker storage tanks to hold additional leachate onsite and to prevent SI-1 from overflowing. Initially, 10 baker tanks were placed on site. In the following months, 2 additional baker tanks were added. Each baker tank holds 21,000 gallons of leachate. The monthly rental costs for the 12 baker tanks are currently at \$38,000, plus delivery and installation costs upwards of \$22,000. To date, the Landfill has spent an estimated \$152,905.27 for rental, delivery, and installation of the baker tanks. Despite these efforts, the leachate pond has exceeded the maximum fill line by at least one foot. Because of this, on April 22, 2024, the Water Board issued a Notice of Violation to the Fink Road Landfill. Additional efforts to mitigate the issue must be taken as quickly as possible in order to avoid fines from the Water Board. At the recommendation of SCS Engineers, the County intends to install floating leachate evaporator units in SI-1 to restore the minimum freeboard and to return to compliance. The cost to fully address this issue is currently unknown, but there is not sufficient funding available in the Master Agreement at this time to continue mitigation efforts.

An additional unexpected event that has occurred since Amendment No. 2 was put in place is the notification the County received from the onsite Waste-to-Energy (WTE) Facility, operated by Covanta, advising that it may cease operations by June 30, 2024. The facility accepts about half of the municipal solid waste coming to the Landfill site, meaning that the amount of municipal solid waste being landfilled could double in the event that the WTE Facility closes. The Department is currently conducting a financial analysis to evaluate the long-term financial sustainability of the Landfill if this change occurs. Future costs associated with this potential change to Landfill operations are unknown at this time. Therefore, it is imperative to ensure that additional funding is available in the Master Agreement to navigate this change as it progresses.

Finally, the Fink Road Landfill is in the process of replacing the existing flare at the request of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The estimated cost of this was unknown until recently. The current estimate for SCS Engineers to assist the County with replacing the flare is \$336,380.

Environmental Resources staff recommends amending the Master Agreement in the amount of \$2,000,000, in order to continue to address the work described above and allows for continued environmental oversight and compliance with the mandates of the Water Board and the SJVAPCD.

POLICY ISSUE:

Government Code Sections 23005 and 25502.5 require Board of Supervisors' approval for any contract or agreement, including amendments, wherein the total cumulative compensation exceeds \$200,000.

FISCAL IMPACT:

Amendment No. 3 increases the Master Agreement by \$2,000,000, for a total contract amount of \$6,323,396. Staff are requesting a contingency of an additional \$100,000, for an overall not-to-exceed amount of \$6,423,396. Sufficient appropriations exist in the 2025 Proposed Budget for the Fink Road Landfill. The ongoing costs for successive years will be included in the Department's future Proposed budgets.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Enhancing Community Infrastructure*, by promoting a safe and healthy environment and improving the quality of life in the community, through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACT:

Existing staff from the Department of Environmental Resources will oversee the work related to this Agreement.

CONTACT PERSON:

Robert Kostlivy, Director of Environmental Resources
Janis Mein, Assistant Director

Telephone: (209) 525-6770
Telephone: (209) 525-6792

ATTACHMENT(S):

1. Amendment No. 3
2. Levine Act Disclosure Statement



AMENDMENT NO. 3

TO

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT
WITH
STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS d/b/a SCS ENGINEERS, INC.**

This Amendment No. 3 to the Professional Design Services Master Agreement by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers d/b/a SCS Engineers, Inc. ("Consultant") is made and entered into on August 19, 2024.

Whereas, as of January 1, 2019, the County and Consultant entered into a Master Agreement for Professional Design Services relating to environmental oversight services at the Fink Road Landfill ("the Agreement"); and

Whereas, Paragraph 7.20 – *Amendments* of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties and the County desires to exercise the option to renew the term of this Agreement for an additional two years in accordance with Paragraph 4.2 – *Contract Extensions*; and

Whereas, on December 5, 2023, the County Board of Supervisors approved Amendment No. 2 to the Master Agreement which extended the term of the agreement through December 31, 2025, and increased the Agreement's not to exceed amount to \$4,323,396; and

Whereas, the County has a need to request the County Board of Supervisors increase funding to this Agreement by \$2,000,000, in order to allow for the County to continue to address the high level of landfill leachate liquid in a leachate pond after an unprecedented rain season, the upcoming replacement of the existing flare, possible revisions to the Waste Discharge Requirements, and the possible cease of operations of the Waste-to-Energy Facility; and

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

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

A. Section 2.0, Paragraph 2.1- *Compensation* of the Agreement is amended to read as follows:

"2.1. Compensation: For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the original term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed **Six Million, Three Hundred Twenty-Three Thousand, Three Hundred Ninety Six Dollars (\$6,323,396.00)**. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

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

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

SCS ENGINEERS, INC.

Robert Kostlivy
By: Robert Kostlivy (Aug 19, 2024 13:08 PDT)
Robert Kostlivy, Director

Patrick S. Sullivan
By: _____
Patrick S. Sullivan, CPP
Senior Vice President

"County"

"Consultant"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

Donya O. Nunes
By: _____
Donya O. Nunes, Deputy County Counsel

****COMPLETE & RETURN THIS PAGE****

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
 YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any County Officer in the twelve (12) months following any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date Signed: 6/25/2024
Print Name: Mary Morkin-Garcia	
Title: Project Director	
Company: SCS Engineers	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title: