

**Meeting Date:** 6/9/2015

**Report Type:** Consent

**Report ID:** 2015-00441

**Title: Supplemental Agreement No. 4: Landfill General Engineering Technical Support Services (Published for Review 05/28/2015)**

**Location:** District 3

**Recommendation:** Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 4 to City Agreement No. 2009-0670 with SCS Engineers for landfill general engineering technical support services in an amount not to exceed \$398,000 for a revised total contract amount not to exceed \$1,579,840; and 2) amending the agreement's termination date to March 31, 2016.

**Contact:** David Levine, Acting Integrated Waste General Manager, (916) 808-7943, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Landfill Operations

**Dept ID:** 13001771

**Attachments:**

1-Description/Analysis

2-Background

3-Supplemental Agreement

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**City Attorney Review**

Approved as to Form  
Audreyell A. Anderson  
5/26/2015 1:45:59 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 5/15/2015 7:02:38 AM

## Description/Analysis

**Issue Detail:** Under state and federal law, the City is required to provide monitoring and reporting, and operations and maintenance (O&M) for its three closed landfills (28<sup>th</sup> Street, Dellar, and Old Elvas). While City staff performs the majority of this work, contracted services are necessary to comply with increased regulatory requirements and to provide expert support to City staff.

Under City Agreement No. 2009-0670, SCS Engineers provides the following landfill engineering technical support services for the City on an annual basis:

- Flare testing, surface emissions testing, and greenhouse gas reporting at the 28<sup>th</sup> Street Landfill
- On-call engineering and O&M services at all three landfill sites
- Select regulatory and engineering support and reporting at all three landfill sites
- Landfill gas collection and monitoring system compliance and upgrades

In 2014, Sacramento County, acting as the Local Enforcement Agency (LEA) on behalf of the California Department of Resources Recycling and Recovery (CalRecycle), identified several landfill site maintenance issues involving broken or inadequately designed methane gas monitoring probes that may not be viable for accurate monitoring purposes or compliance with the requirements of California Code of Regulations Title 27 (27 CCR). SCS Engineers completed a comprehensive assessment of the entire gas monitoring network and recommended several repairs and upgrades to the landfill gas (LFG) system.

The actual repairs and upgrades to the LFG system necessary to meet 27 CCR were more extensive and complicated than originally planned, and required the use of funds allocated to several other contract tasks to meet tight project deadlines set forth by CalRecycle and the LEA. The City's fulfillment of regulatory obligations associated with the LFG system repairs are expected to be completed by July 1, 2015.

Funding under the current Agreement with SCS Engineers is expected to be depleted by June 30, 2015. City Council approval is required to increase the total not-to-exceed amount of the Agreement by \$398,000 to \$1,579,840 and modify the contract term to March 31, 2016 to allow work already in process to continue while a new contract is developed for future services.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Chapter 3.64 and Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than \$1 million.

**Economic Impacts:** None

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** No environmental review is necessary because this report involves a continuing administrative activity and is not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Supplemental Agreement No. 4 with SCS Engineers will support the reduction of greenhouse gas production by methane gas generated at the 28<sup>th</sup> Street Landfill.

**Commission/Committee Action:** None

**Rationale for Recommendation:** SCS Engineers is an industry leader in solid waste and landfill engineering, and has been assisting the City with meeting increased air quality and landfill gas regulatory compliance standards for nearly 20 years. SCS Engineers is the design engineer of the Closure and Post Closure Maintenance Plan (CPCMP) for the Dellar Landfill and the Amended CPCMP for the 28<sup>th</sup> Street Landfill, and has the historical knowledge of the unique challenges the City faces in the post closure maintenance of all three landfills.

The additional resources requested in Supplemental Agreement No. 4 will be used for SCS Engineers to assist in completing other tasks originally identified in Supplemental Agreement No. 3 and to meet new regulatory deadlines associated with the April 17, 2015 approval of Waste Discharge Requirements (WDR's) by the Sacramento Valley Regional Water Quality Control Board for the Dellar Landfill.

Due to tight regulatory deadlines associated with the implementation of the Dellar WDR's and the flare replacement project at the 28<sup>th</sup> Street Landfill, staff recommends the continued use of SCS Engineers through approval of Supplemental No. 4. At the same time, staff will proceed with a Request for Qualifications for landfill engineering and technical support services for work beyond what is included in Supplemental No. 4. This competitive procurement will ensure that the City is getting the best value for these services going forward.

**Financial Considerations:** This report recommends executing Supplemental Agreement No. 4 to City Agreement 2009-0670, which will increase the contract amount by \$398,000 for a revised total contract amount not-to-exceed \$1,579,840, and amend the agreement term to March 31, 2016. Sufficient funding exists in the FY2014/15 Department of Public Works, Recycling and Solid Waste Division operating budget (Solid Waste Fund, Fund 6007) for services through June 30, 2015. Contract services after June 30, 2015 are subject to funding availability in the budget adopted for FY2015/16.

**Local Business Enterprise (LBE):** LBE guidelines are inapplicable as the agreement was originally awarded prior to the LBE program's adoption.

## **BACKGROUND**

The City's 28th Street Landfill has been closed since 1997 and is complying with the 30-year post closure maintenance requirements of the State of California and the Federal government. The 28th Street Landfill utilizes a methane gas collection system and two flares to burn off the methane gas.

The Old Elvas Landfill was operated as a green waste fill site in the past. The City completed the installation of a methane gas collection system and is currently operating that system. The site is currently occupied by the sports field at St. Francis High School and includes a portion of the play field at Phoebe Hearst Elementary School.

The Dellar Landfill is located directly west of the 28th Street Landfill. It was used to dispose of municipal solid waste by the City from the late 1950s to the early 1960s. It continued to receive waste until 1972. The City is named co-responsible party in a Corrective Action Order issued by the Central Valley Regional Water Quality Control Board for the closure and post closure maintenance of the landfill.

City staff conducts monthly monitoring of all ground water wells and methane gas probes, and summer maintenance at the 28th Street Landfill to address settlement of the landfill. City staff provides for compliance with all regulatory agency requirements, including the Central Valley Regional Water Board's Waste Discharge Requirements (28th Street Landfill), California Department of Resources Recycling and Recovery's regulatory post closure requirements, Air Quality District regulatory requirements, and Sacramento County's Local Enforcement Agency requirements.

Expert support through contract services is utilized to conduct this work, including specific tasks requiring specialty skills and knowledge not available through City staff, and on-call services as needed to support maintenance and regulatory compliance activities.

On July 14, 2009, City Council adopted Resolution No. 2009-466 authorizing the City Manager to execute a two-year agreement in the amount of \$233,500 with SCS Engineers for landfill general engineering technical support services. In December of 2010, City Council authorized, by Resolution 2010-724, the execution of Supplemental Agreement No. 1, which extended the agreement's term until July 31, 2014, and increased the amount of the agreement by \$451,855 for ongoing monitoring of methane gas to comply with greenhouse gas regulations. In April of 2011, Supplemental Agreement No. 2 was issued. Supplemental Agreement No. 2 amended the scope of work to include an update to the Landfill Gas Recovery Feasibility Study. In May of 2014, City Council approved, by motion, Supplemental Agreement No. 3 increased the amount of the agreement by \$496,485 and extended the agreement's termination date to May 31, 2017 to complete the solar array installation, provide general engineering technical support services, and implement LFG system improvements.

The proposed fourth supplemental agreement is necessary to increase the amount of the agreement and lessen the term of the agreement, to ensure regulatory compliance deadlines are met.

**Requires Council Approval:**  No  YES **Meeting:**  
 Real Estate  Other Party Signature Needed  Recording Requested

**General Information**

<b>Type: Professional Services</b>	<b>PO Type:</b>	<b>Attachment: Supplemental No.: 4</b>
<b>Not to Exceed: \$1,579,840</b>		<b>Original Doc Number: 2009-0670</b>
<b>Other Party: SCS Engineers</b>		<b>Certified Copies of Document::</b>
<b>Project Name: General Engineering Support Services Supplemental Agreement #4</b>		<b>Deed:</b> <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
<b>Project Number:</b>	<b>Bid Transaction #:</b>	<b>E/SBE-: %</b>

**Department Information**

**Department: Public Works** **Division: Solid Waste**  
**Project Mgr: Janice Conerly-Coleman**  
**Contract Services:** **Director: Jerry Way**  
**Phone Number: 808-2683** **Org Number: 13001771**  
**Comment: Original Contract Amount: \$233,500**

**Review and Signature Routing**

Department	Signature or Initial	Date
Project Mgr:		5/14/15
Budget Review:		5/14/15
Contract Services:		
City Attorney	Signature or Initial	Date
City Attorney:		5/14/2015
<input checked="" type="checkbox"/> <b>Notify for Pick Up</b>		
Authorization	Signature or Initial	Date
Jerry Way		
Director Public Works:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing	
<b>Finalized:</b>	
Initial:	
Date:	
<b>Imaged:</b>	
Initial:	
Date:	
<b>Received:</b>	
(City Clerk Stamp Here)	

**Contract Cover/Routing Form: Must Accompany ALL Contracts;** however, is not part of the contract. (Approved On-Call Contractors – Orange\*) (01-01-09)

**Resolution No. / Date**

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**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number:** General Engineering Support Services

**Date:** May 12, 2015

**Purchase Order #:**

**Supplemental Agreement No.:** 04

The City of Sacramento ("City") and SCS Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0670, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

- 1) Attachment 1-B to Exhibit A is replaced in its entirety with Attachment 1-C to Exhibit A, attached hereto and incorporated herein by reference.
- 2) Time of Performance. The services described herein shall be from the date the agreement is approved by Council through March 31, 2016.
- 3) Attachment 1-B to Exhibit B is deleted and replaced in its entirety with Attachment 1-C to Exhibit B, attached hereto and incorporated herein by reference

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$398,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$233,500</u>
Net change by previous supplemental agreements:	<u>\$648,340</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$1,181,840</u>
Increase by this supplemental agreement:	<u>\$398,000</u>
New not-to exceed amount including all supplemental agreements:	<u>\$1,579,840</u>

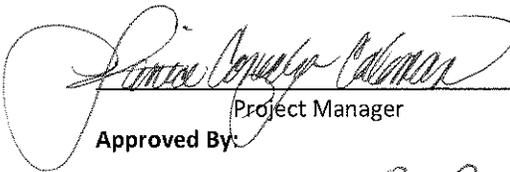
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

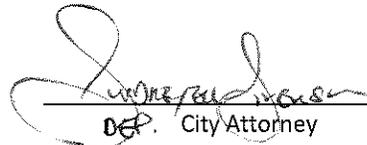
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

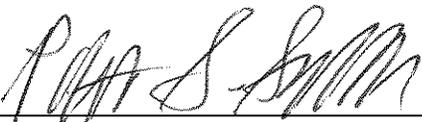
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**

  
 \_\_\_\_\_  
 Project Manager  
**Approved By:**

  
 \_\_\_\_\_  
 City Attorney

  
 \_\_\_\_\_  
 Contractor  
**Approved By:**

**Attested To By:**

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
City Clerk

## **Attachment 1-C to Exhibit A**

### **Task 1. Flare Source Testing at the 28<sup>th</sup> Street Landfill**

The Consultant will conduct annual source testing of one or both flares at the 28<sup>th</sup> Street Landfill. This testing must be conducted in accordance with the site's Title V permit and applicable rules and regulations. Task 1 will include, but not be limited to, the following:

- Obtaining competitive qualifications and pricing from source testing contractors, if requested.
- SCS will select the sub-contractor to perform the flare test.
- Prepare and submit source test protocol. Ensure protocol is approved by the Sacramento Metropolitan AQMD (SMAQMD).
- Complete proper notifications to the SMAQMD.
- Arrange for and schedule source testing with City and contractor. Ensure all necessary equipment is available on-site.
- Complete pre-testing analysis of flares prior to actual testing, if necessary.
- Complete full source testing of each flare.
- Provide engineering oversight of source test contractor.
- Prepare and submit source test report to City and SMAQMD.
- Provide any follow-up compliance services related to the source test results

### **Task 2. Surface Emissions Monitoring**

Consultant will conduct annual surface emissions monitoring (SEM) in accordance with the Title V permit and the New Source Performance Standards (NSPS) requirements under 40 CFR Part 60, Subpart WWW at the 28<sup>th</sup> Street Landfill. This will include one round of SEM and preparation of an SEM report for submittal to the City. We have also included budget for additional monitoring at 28<sup>th</sup> Street and the St. Francis site to document surface emissions for the purposes of AB 32 and compliance with the state greenhouse gas (GHG) program for landfill, including early action requirements. With the impending issuance of a Compliance Order (CO) for LFG flare shutdowns by the Sacramento Metropolitan Air Quality Management District, SCS has included budget for three additional quarters of SEM sampling on a 100 foot grid as required by the CO.

### **Task 3. On-Call Engineering and O&M Services for the 28<sup>th</sup> Street Landfill and Other Landfill Related Sites**

Throughout the contract term, the Consultant may be called upon to provide various on-call engineering and/or operations and maintenance (O&M) services for the City's landfill sites. These services could include the following:

- Prepare technical reports and negotiate new or revised Waste Discharge Requirements (WDRs).
- Evaluate LFG monitoring data and recommend strategies for controlling landfill gas (LFG) migration and addressing exceedances. Review any LFG work conducted by Gas Recovery Systems (GRS) on behalf of the City.
- Assistance to the City in development of GHG emission inventories for the landfills under AB 32 and the California Climate Action Registry (CCAR).
- Assistance to the City in evaluating applicability and complying with early action requirements under AB 32.

## Attachment 1-C to Exhibit A

- Analysis of groundwater contaminant issues and mapping of groundwater plumes as required in WDRs.
- Provide on-call O&M, monitoring, and/or repair services for the landfill or LFG systems on an as-needed basis.
- Provide miscellaneous engineering or hydrogeologic support services.
- Provide miscellaneous air and LFG permitting and compliance services.

### **Task 4. Engineering and Compliance Support for 28<sup>th</sup> Street Landfill**

The Consultant will provide ongoing regulatory and engineering support for the 28<sup>th</sup> Street Landfill. These services will include:

- **Subtask 4.1.** Perform engineering and CQA for compliance probe remediation.
- **Subtask 4.2.** Provide air quality permit assistance for new flare.
- **Subtask 4.3.** Perform CQA services during flare installation.
- **Subtask 4.4.** Provide design and modifications to the existing flare burners and louvers to allow the flare to run at lower BTU levels.
- **Subtask 4.5.** Construct extraction wells and modifications to the gas control and collection system (GCCS).
- **Subtask 4.6.** Provide engineering and regulatory support for A Street Alignment.

### **Task 5. Regulatory and Engineering Support for Dellar and Other Properties**

The Consultant will provide regulatory and engineering support for the Dellar and other properties. These services will include:

- **Subtask 5.1.** Provide engineering support and documentation to support the City's position on Dellar and other landfill properties to the agencies.
- **Subtask 5.2.** Dellar Property WDR implementation.

#### **6.a-d Groundwater**

- Work Plan for installation of Point of compliance monitoring well
- Proposed Sample Collection and Analysis Plan
- POC Well installation Report

#### **7.a-e Landfill Gas**

- Work Plan for LFG Investigation
- Quarterly Status Report
- Certification of Installation
- Semiannual Results per Monitoring Reporting Plan S.A.

### **7.f-k Closure Completion**

- Revised FC/PCMP for VELB
- Closure Status Report for Elderberry Starting
- Closure Construction Plans (30 days of VELB delisting)
- Report Showing Initiation (90 days of VELB delisting)
- Completion Report (120 days of VELB delisting)
- Closure Certification Report (60 days of closure completion)

### **Task 6. Greenhouse Gas Reporting**

The Consultant will provide Greenhouse Gas and EPA reporting for 28<sup>th</sup> Street Landfill. These services will include:

- **Subtask 6.1. AB 32 Landfill Methane Rule Annual**
- **Subtask 6.2. EPA GHG Annual Reporting and Monitoring Plan Update**

**Attachment 1-C to Exhibit B**

		<b>Budget</b>
<b>Task 1</b>	Flare Source Testing - 28th Street	\$ 30,000
<b>Task 2</b>	Surface Emissions Monitoring Surface Emissions Monitoring (SEM) Tests	\$ 10,000
<b>Task 3</b>	On-call Engineer and O&M Services 28th Street and other Landfill related sites	\$ 35,000
<b>Task 4</b>	Engineering and Compliance Support - 28th Street Annual Reports	
	4.1 Engineering and CQA for compliance probe remediation	\$ 50,000
	4.2 Air quality permit assistance for new flare	\$ 15,000
	4.3 CQA services during flare installation	\$ 30,000
	4.4 Design and modification to existing flare burners and louvers	\$ 5,000
	4.5 Construct extraction wells and modifications to the gas control and collection system (GCCS)	\$ 100,000
	4.6 Engineering and regulatory support for A Street alignment	\$ 15,000
<b>Task 5</b>	Regulatory and Engineering Support for Dellar and other properties Monitoring	
	5.1 Engineering support and documentation	\$ 20,000
	5.2 Dellar Property WDR implementation	
	6.a-d Groundwater	\$ 22,500
	7.a-e Landfill Gas	\$ 11,500
	7.f-k Closure Completion	\$ 45,000
<b>Task 6</b>	Greenhouse Gas Reporting	
	6.1 AB32 Landfill Methane Rule Annual Report	\$ 4,000
	6.2 EPA GHG annual reporting and monitoring plan update	\$ 5,000
<b>TOTAL</b>		<b>\$ 398,000</b>