

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

DEPT: Environmental Resources

BOARD AGENDA #: *B-11

AGENDA DATE: November 22, 2016

SUBJECT:

Approval of Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc., for the Design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill

BOARD ACTION AS FOLLOWS:

No. 2016-579

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

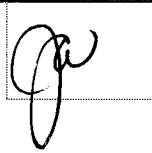
File No.

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

DEPT: Environmental Resources
Urgent Routine

BOARD AGENDA #: *B-11

AGENDA DATE: November 22, 2016



CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval of Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc., for the Design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 2 to the Professional Design Services Master Agreement with Golder Associates, Inc., in the amount of \$15,500 for the design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill, for a not to exceed amount of \$103,555.
2. Authorize the Director of Environmental Resources, or designee, to execute Amendment No. 2 with Golder Associates, Inc., and sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall total not to exceed amount of \$113,910, which includes a contingency of \$10,355.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road and Geer Road Landfills. The day-to-day operation and maintenance of the Fink Road Landfill is performed by in-house staff, however, specialized services and expertise were needed in the area of professional engineering services and related work necessary to conceptualize, design, and permit the construction of a Municipal Solid Waste Class II Ash Monofill base liner system at the Fink Road Landfill.

The Fink Road Landfill is currently disposing of Class II Municipal Solid Waste (MSW) in Landfill 3, Cell Number 3. Class II MSW consists of ash that is generated by the on-site Covanta Waste to Energy Plant. It is estimated that this cell has less than one year of disposal capacity remaining, however, a limited amount of capacity also remains in Cells 1 and 2. The new cell currently being designed is within the existing landfill permitted area and is referred to as Landfill 3, Cell Number 4. This Cell will provide approximately ten years of disposal capacity of Ash Monofill for the County. It is anticipated that this cell will be ready for use by 2017.

In 2013, the Department of Environmental Resources, in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposal for this project. The RFP

Approval of Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc., for the Design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill

period closed on December 20, 2013, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

Two consultants submitted their qualifications for review. All consultants were evaluated and scored on qualifications only. The consultant's proposed rates were included but were not part of the initial evaluation process. The consultants that submitted proposals are as follows:

1. Golder Associates, Inc.
2. Tetra Tech, BAS

The initial evaluation was completed by an evaluation committee consisting of three evaluators: two members from the Department of Environmental Resources Landfill Division and one from the Department of Public Works. The consultants were initially evaluated on the following criteria:

1. The Proposer's Overall Response;
2. Professional Qualifications; and
3. Understanding of the Project.

The consultant's proposed pricing was later evaluated by GSA's Purchasing Division and, along with the overall scoring from the initial evaluation, was used to rank proposals in the following order:

Ranking	Consultant
1	Golder Associates, Inc.
2	Tetra Tech, BAS

Environmental Resources and GSA Purchasing staff selected Golder Associates, Inc., as the most qualified consultant based on the results of the evaluation criteria. In February 2014, the GSA Purchasing Division issued a letter of intent to award to Golder Associates, Inc., and on August 18, 2014, the Department entered into an Agreement with Golder Associates, Inc., in the amount of \$88,055. On July 27, 2015 the Agreement was amended (Amendment No. 1) to allow for minor modifications to the fee schedule, which did not affect the dollar amount of the contract.

In July of this year, the Department of Environmental Resources, in partnership with the GSA Purchasing Division, issued a Request for Proposal for a Consultant to prepare a Solid Waste Facility Permit to allow for future vertical expansion of the landfill. At that time Golder Associates, Inc., reached out to the Department to note that the future plan of vertical expansion, and filling over the area of the future Cell 4 could have some implications on the design of Ash Cell 4. Golder Associates, Inc., recommended that they modify their design plans for Cell 4 to relocate the leachate pump from the north end of the Cell to the south end of the Cell. This would avoid future complications of re-design and re-construction to move the leachate pump, and it would allow for easier permit approval of the planned vertical expansion.

Approval of Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc., for the Design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill

POLICY ISSUE:

The Fink Road Landfill services Stanislaus County and its incorporated municipalities for the disposal of solid waste. In order to remain compliant with State law and Stanislaus County's General Plan, adequate disposal capacity must be available and planned to provide for present and anticipated community growth.

FISCAL IMPACT:

The cost for this modification to the design plans is \$15,500, bringing the agreement's total not to exceed amount to \$103,555. Additionally, a 10% contingency of \$10,355 has been added, for an overall not to exceed amount of \$113,910. Sufficient appropriations exist in the Fiscal Year 2016-2017 Adopted Final Budget for Environmental Resources Fink Road Landfill budget to cover the cost of this proposed Amendment.

Cost of recommended action:		\$ 25,855
Source(s) of Funding:		
Fink Road Landfill Fund Balance	\$ 25,855	
Funding Total:		<u>\$ 25,855</u>
Net Cost to County General Fund		<u>\$ -</u>

Fiscal Year:	2016/2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of September 30, 2016	
Fink Road Landfill	\$ 29,830,392

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support the Board's priorities of A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. Landfill services are critical to supporting the Department's mission to promote a safe and healthy environmental and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACT:

Existing staff will continue to oversee the work related to this Agreement.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources Telephone: (209) 525-6770

Approval of Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc., for the Design of the Municipal Solid Waste Class II Ash Monofill Landfill Cell 4 at the Fink Road Landfill

ATTACHMENT(S):

- A. Amendment No. 2 to the Professional Design Services Agreement with Golder Associates, Inc.

Attachment A



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

AMENDMENT 2

This Amendment 2 to the Agreement for Professional Design Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Golder Associates, Inc., hereinafter referred to as ("Consultant") on November 22, 2016.

WHEREAS, as of August 18, 2014, the County and Consultant entered into an Agreement for design services for a landfill base liner and leachate collection system at the Fink Road Landfill (the "Agreement"), which was amended on July 27, 2015 ("Amendment No. 1"); and

WHEREAS, Section 7.20 "Amendments" of the Agreement stipulates that the Agreement may be amended in writing; and

WHEREAS, the County has a need for the Consultant to provide design services to modify the existing cell design to relocate the leachate pump from the north end of the cell to the south end of the cell; and

WHEREAS, the County has a need to increase this Agreement by \$15,500, to allow for the additional services to be completed under this Amendment; and

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

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

1. Section 2.1 "Compensation" of the Agreement is amended to read as follows:

"2.1. Compensation. Consultant's compensation shall in no case exceed **One Hundred and Three Thousand, Fifty-Five Dollars (\$103,555.00)**. Consultant shall 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. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. 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."

2. Exhibit "A" Scope of Work, Task 4.4 "Final Design" is amended to include the following:

"The design of Cell 4 base grades shall entail relocating the sump from the north end of the cell area to the south end. To ensure that the regulatory mandated 5 foot separation between waste and the highest anticipated groundwater elevation is maintained, Consultant shall review historical groundwater elevations in the area recorded in monitoring well 21 (MW-21) adjacent to the site. The current sump elevation may need to be adjusted upwards to account for historical elevations. Because the base grades will now flow to the south, the south end of the cell is lower and groundwater separation concerns must be checked. Once the groundwater elevations have been confirmed and the sump elevation defined, Consultant shall revise the base grades to relocate the sump to the south end along with all the applicable riser pipes and supports. The design of the sump may also need to be changed if the groundwater elevations show that the sump elevation must be increased. Currently there are three sumps in the design, the primary, secondary and pan lysimeter (vadose zone monitoring) sumps. The sumps are stacked one upon each other in the current design. If the base grades need to be raised,

Consultant may redesign the sump configuration to allow the primary sump and secondary sump to be constructed at the same elevation, side by side with a pan lysimeter below these to minimize the impact to airspace within the cell.

The north side of the cell will be reconfigured to eliminate the current proposed leachate force main and Consultant shall also eliminate the surface water drop inlet and outlet culvert to allow stormwater to drain all the way to the northeast corner of cell 4 where it will be intercepted with a drop inlet and discharge pipe into the current stormwater basin. The south side of the cell shall be reconfigured to allow for the installation of the riser pipe supports and electrical installation. A new culvert will need to be installed in the existing drainage ditch to allow access to the riser pipes without having to walk through the existing ditch.

A new leachate force main shall also be designed that will collect leachate from Cell 4 and future Cell 5 and discharge it around Cell 2 into the existing surface impoundment.

Consultant shall ensure the County has all necessary revised documents in order to successfully bid out the project. This shall include an updated Engineer's Estimate, including updated bid item quantities, if necessary"

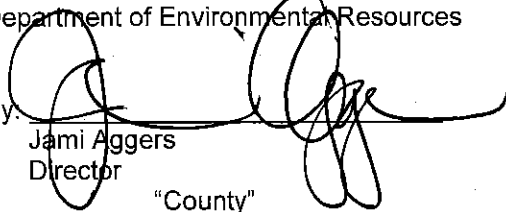
- 3. Exhibit "A" Scope of Work, Task 7 "Electrical Design" is amended to the include the following:

"A new electrical service shall be designed by Consultant to provide power to the Cell 4 and future Cell 5 leachate pumps. It has been determined from a site walk that electrical power is available west of the future Cell 5 and that source is available for this project. Consultant shall design the connection to the source coordinating the design with the Turlock Irrigation District and IEC, the current electrical contractor with Stanislaus County providing the power drop. Consultant shall provide a conduit plan and a control panel drawing to the County which shall provide the necessary information for the County's hired contractor for the construction of Ash Cell 4 to install the electrical power and connect the pumps. Consultant shall also update the Engineer's Estimate and the bid item quantities, if necessary, so that the County can successfully bid out the project"

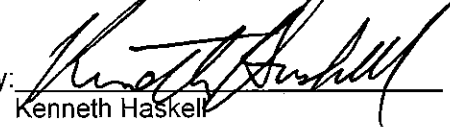
- 4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

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

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
 Jami Aggers
 Director
 "County"

GOLDER ASSOCIATES, INC.

By: 
 Kenneth Haskell
 Principal/Vice President
 "Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
 Amanda DeHart
 Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
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Phone: (209) 525-6700
Fax: (209) 525-6773

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

AMENDMENT 3

This Amendment 3 to the Agreement for Professional Design Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Golder Associates, Inc., hereinafter referred to as ("Consultant") on November 27, 2017.

WHEREAS, as of August 18, 2014, the County and Consultant entered into an Agreement for design services for a landfill base liner and leachate collection system at the Fink Road Landfill (the "Agreement"), which was first amended on July 27, 2015, ("Amendment No. 1"), and amended again on November 22, 2016, ("Amendment No. 2"); and

WHEREAS, Section 7.20 "Amendments" of the Agreement stipulates that the Agreement may be amended in writing; and

WHEREAS, on November 22, 2016, the Stanislaus County Board of Supervisors approved amendments to this Agreement for an overall total not to exceed amount of \$113,910 (Board Item B11 2016-579); and

WHEREAS, the County has a need for the Consultant to provide construction support associated with Consultant's design of LF-3 Cell 4 at the Fink Road Landfill; and

WHEREAS, the County has a need to increase this Agreement by \$10,000, to allow for the additional services to be completed under this Amendment; and

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

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

1. Section 2.1 "Compensation" of the Agreement is amended to read as follows:

"2.1. Compensation. Consultant's compensation shall in no case exceed **One Hundred and Thirteen Thousand, Five Hundred Fifty-Five Dollars (\$113,555.00)**. Consultant shall 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. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. 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."

2. Exhibit "A" Scope of Work, is amended to include the following:

"Task 10 – Construction Support:

10.1. Consultant shall assist the County during the construction of LF-3 Cell 4 liner construction by reviewing submittals, assisting with answering requests for information, providing design support for the subdrain system, and providing other necessary consulting services during the construction. Consultant shall maintain a \$10,000 budget for this task. The budget shall only be used with prior authorization by the County.

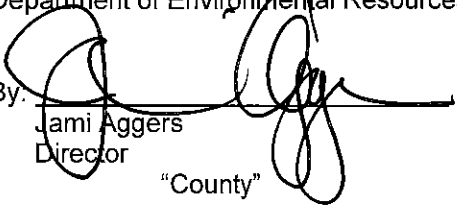
10.2. Work under this task shall be completed on an as needed basis, as required and requested by the County.

10.3. Work shall be carried out in conformance with the original Agreement. Invoices shall be based on actual time and expenses. This task shall not to exceed \$10,000 without prior authorization by the County.

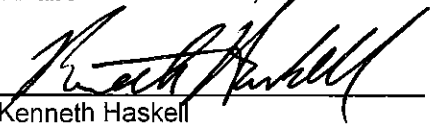
3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

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

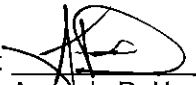
COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director
"County"

GOLDER ASSOCIATES, INC.

By: 
Kenneth Haskell
Principal/Vice President
"Consultant"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel