



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.e

Meeting Date: November 18, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Jonathan Schellin, Deputy Director
Public Works**

City Manager Approval: _____

TOPIC: WINDWARD WAY GAS MONITORING SERVICES

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALEY & ALDRICH FOR WINDWARD WAY GAS MONITORING SERVICES, IN AN AMOUNT OF \$77,000, INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO \$145,800, AND APPROVE SUPPLEMENTAL BUDGET APPROPRIATIONS

RECOMMENDATION:

1. Authorize the City Manager to enter into the first amendment to the professional services agreement with Haley & Aldrich, Inc. for Windward Way gas monitoring services, in an amount of \$77,000, increasing the total not-to-exceed amount of the agreement to \$145,800.
2. Authorize supplemental budget appropriations totaling \$217,500 to cover additional gas monitoring services (\$77,000; General Fund-001) along with additional well construction work (\$140,500; Capital Fund-401).

BACKGROUND:

The former Bellam Boulevard Landfill (also called the San Rafael Landfill) is located at the City-owned parcel at 31 Windward Way. The State of California regulations (Title 27, Section 20925 of the California Code of Regulations) require monitoring of landfill gas (LFG) to determine if it is migrating beyond the permitted landfill facility boundary. During a routine annual site inspection in March of 2022, methane gas was detected in a landfill gas monitoring well near the landfill's center. The methane gas was detected to be above the allowable concentration of 5% by volume (v/v) pursuant to Title 27, Section 20921(a)(2), and was a preliminary indicator that the site could still be producing methane gas.

The City entered a contract in January of 2023 with Haley & Aldrich, Inc. to assess and install monitoring wells and perform initial monitoring required by the County of Marin Environmental Health Services Division in their role as the Local Enforcement Agency (LEA). After the initial well installations were completed in July 2024, field tests were conducted, resulting in readings that exceeded the allowable limit. Subsequent lab tests, which control for several variables that often impact field tests, found readings under the allowable concentration of 5%.

Two subsequent wells were installed on October 15, 2024, to replace two wells deemed no longer usable per the County's guidance. During the monitoring performed on October 24, 2024, field readings indicated

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

methane readings above the allowable concentration of 5%. Lab samples were taken from these locations for further analysis. During the monitoring event, additional readings from the ambient air surrounding these locations were taken to ensure no emissions from the sample locations could pose a risk to the local community.

The City of San Rafael will continue to work closely with the County of Marin Environmental Health Services Division and California Department of Resources Recycling and Recovery (CalRecycle) to ensure the City complies with all regulations and that conditions near the site remain safe for the public.

ANALYSIS:

Further testing will be conducted on an ongoing basis to ensure that results consistently remain within the specified allowable concentration limits. Based on the increase in the original scope of work required to continue complying with the state's monitoring requirements, the City recommends modifications to Haley & Aldrich's professional services agreement with the City. This additional scope includes expedited lab testing, supporting the City in meeting County compliance requirements, and investigating causes of the variable testing results. This will be the First Amendment to the Professional Services Agreement in an amount of \$77,000 for landfill gas monitoring services through FY 2024-25.

PUBLIC OUTREACH:

The information on the gas monitoring is located on the [City](#) and CalRecycle websites. This information is updated to reflect any additional relevant information from testing. Notices were mailed to adjacent properties to the landfill and emailed to the Baypoint Homeowners Association before the additional monitoring wells were installed this summer.

FISCAL IMPACT:

Funding for this task is separate from the standard Public Works Operations and Maintenance budget. The funding to support the recommended contract amendment in the amount of \$77,000 is recommended to come from available fund balance within the General Fund. Additionally, several existing wells required adjustments, and two new wells were needed to be installed to comply with the LEA requirements due to groundwater causing testing interference at the site. Therefore, an additional \$140,500 in supplemental budget appropriations is requested for construction work under a separate contract, to be funded through available fund balance within the Capital Fund (410).

OPTIONS:

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the first amendment to the agreement as recommended and authorize supplemental budget appropriations from the General Fund and Capital Fund.
2. Direct staff to return with more information.

RECOMMENDED ACTION:

1. Authorize the City Manager to enter into the first amendment to the professional services agreement with Haley & Aldrich Inc. for Windward Way gas monitoring services, in an amount of \$77,000, increasing the total not-to-exceed amount of the agreement to \$145,800.
2. Authorize supplemental budget appropriations totaling \$217,500 to cover additional gas monitoring services (\$77,000; General Fund-001) along with additional well construction work (\$140,500; Capital Fund-401).

ATTACHMENTS:

1. Draft First Amendment

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
HALEY & ALDRICH, INC. FOR WINDWARD WAY GAS MONITORING**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **HALEY & ALDRICH, INC.** (hereinafter “**CONSULTANT**”), is made and entered into as of _____.

RECITALS

WHEREAS, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated August 26, 2024 to perform professional services in connection with **CITY’S** Windward Way Gas Monitoring Services, for an amount not to exceed \$68,800 (the “Agreement”); and

WHEREAS, **CITY** requires additional professional services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “DUTIES OF CONSULTANT” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal dated November 1, 2024, attached to this First Amendment as Exhibit A and incorporated herein by reference.
2. Article IV of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit A to this First Amendment, on a time and materials basis in accordance with the Exhibit A, in a not-to-exceed amount of \$77,000, and to change the total not-to-exceed amount under the Agreement to \$145,800.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

CRISTINE ALILOVICH, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

[If Consultant is a corporation, add signature of
second corporate officer]

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



Exhibit A

HALEY & ALDRICH, INC.
2033 N. Main Street
Suite 309
Walnut Creek, CA 94596
925.949.1012

1 November 2024
File No. 0205949-000

City of San Rafael
111 Morpew Street
San Rafael, California 94901

Attention: Jonathan Schellin
Deputy Director – Admin Services

Subject: Request for Additional Funding PSA - Monitoring Agreement
Bellam Boulevard Landfill
31 Windward Way
San Rafael, California 94901

Ladies and Gentlemen:

Haley & Aldrich, Inc. (Haley & Aldrich) is submitting to the City of San Rafael (City) this proposal to request additional funding for our consulting and subcontractor services in connection with the monitoring of the California Code of Regulations (CCR) Title 27 perimeter landfill gas (LFG) monitoring network recently installed at the Bellam Boulevard Landfill located at 31 Windward Way in San Rafael, California (Site).

Haley & Aldrich is currently contracted with the City under the following Agreement for Professional Services for Windward Way Gas Monitoring Services (Monitoring PSA), dated 26 August 2024. Due to additional regulatory requirements from the County of Marin Environmental Health Services Division, the California Local Enforcement Agency (LEA), and CalRecycle additional funding is required to complete the scope of services. Haley & Aldrich notes that some of the funding requested in this proposal has already been authorized by the City and incurred by us in order to maintain the Site's compliance with CCR Title 27.

Additional Services

Haley & Aldrich's additional services for the agreement are described below.

MONITORING PSA

The following additional services are for monitoring of the Site's perimeter LFG probe monitoring network and regulatory actions stemming from these monitoring activities.

Task 1: LFG Well Monitoring

The Monitoring PSA included costs for 6 months of monthly field monitoring and quarterly monitoring including laboratory analysis of the gas samples collected at each LFG well. Given the initial monitoring results, Haley & Aldrich is requesting additional budget to cover 1 year of monthly field monitoring. Additionally, due to the detection of methane above the 5% CCR Title 27 threshold during the first monthly monitoring event completed in September 2024, additional monitoring was performed by Haley & Aldrich as required by the LEA which required expedited laboratory analysis. This task also includes the increased laboratory fee associated with the expedited analysis.

Task 2: As-Needed Consulting Services

Under this task, Haley & Aldrich will provide the City as-needed consulting services associated with the Site's regulatory oversight provided by the LEA and CalRecycle. Services will include, but are not limited to, responding to LEA and/or CalRecycle requests and attending meetings with these regulatory agencies. Additionally, under this task we will be available to meet with the City and their counsel as needed. Haley & Aldrich is requesting a budget of \$20,000 for this task, which will be tracked on a time and materials basis. We will notify the City should additional funding become necessary.

Additional Estimated Fee

Haley & Aldrich will perform the above services on a time and materials basis in accordance with the Monitoring PSA. Our total requested additional fee is **\$77,000** as detailed in the table below, thereby increasing our total contracted fee from **\$68,000** to **\$145,000**.

Contract	Initial Budget	Budget Increase/Request	Total
Monitoring PSA Task 1: LFG Well Monitoring	\$68,000	\$57,000	\$125,000
		<i>Labor-\$27,590</i>	
		<i>Expenses-\$29,410</i>	
Monitoring PSA Task 2: As-Needed Consulting Services		\$20,000	\$20,000
TOTAL	\$68,000	\$77,000	\$145,000

Authorization

If the above arrangements are satisfactory to you, we understand the City will issue an Agreement for Professional Services that references this proposal. When accepted by Haley & Aldrich, this Agreement for Professional Services together with this proposal will constitute our Agreement.

Closing

We appreciate the opportunity to submit this proposal and look forward to our association with you on this project. Please contact the undersigned if you wish to discuss this proposal or any aspect of the project.

Sincerely yours,
HALEY & ALDRICH, INC.



Michael Flanagan
Environmental Scientist



Jason Grant, P.E. (CA)
Program Manager

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