

MEMORANDUM

DATE: June 3, 2019

TO: Molly Maciejewski, Public Works Manager

FROM: Christina Gomes, Recycling and Solid Waste Program Coordinator

RE: Ann Arbor Landfill Monitoring and Maintenance FY2018-22
File No.:R-17-255
Amendment #2 to PSA for Tetra Tech

Attached for your review and signature is amendment #2 to the Professional Services Agreement with Tetra Tech, Inc. for environmental consulting services for the Ann Arbor Landfill Monitoring and Maintenance Program. This amendment #2 replaces Exhibit B with Exhibit B-2 and authorizes the use of the contingency for FY20/21 for the Services shall not exceed for each two year period \$297,511.

A request has been made from EGLE (Michigan Department of Environment, Great Lakes, and Energy), formerly the DEQ (Department of Environmental Quality) to the City to complete an additional seven sampling locations for PFAS. The selected seven monitoring wells and outfalls locations are at the City of Ann Arbor Landfill, it is anticipated that this request for additional PFAS sampling will be ongoing each year into the future. Therefore, an Amendment #3 will be presented to City Council in the following weeks for the additional funds that is beyond the scope of this contract; that will be necessary to complete this task.

Attachments:
Exhibit B2
Amendment #2

AMENDMENT NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TETRA TECH, INC.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 (“City”) and Tetra Tech, Inc., a Michigan Corporation, having its offices at 710 Avis Drive, Suite 100, Ann Arbor, MI 48108 (“Consultant”) agree to amend the professional services agreement for the 2018 Ann Arbor Landfill Monitoring and Maintenance Program, project executed by the parties dated July 5, 2017 as follows:

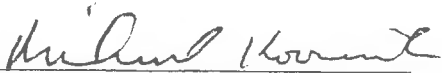
- 1) Article V, COMPENSATION OF CONTRACTOR is amended to read as follows:
 - A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified, as amended for additional tasks by Amendment Number 1 (Exhibit B-1), and Amendment Number 2 (Exhibit B-2) which replaces (Exhibit B) for acceptable work performed and acceptable deliverables received. The original contract amount was \$270,511, and contingency amount \$27,000. The total fee to be paid to the Consultant during each two year period Fiscal Year 18/19 and 20/21 for the Services shall not exceed \$297,511. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed July 5, 2017, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

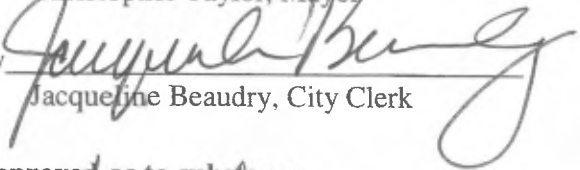
Dated this June 3, 2019.

For Consultant


By 
Michael Kovacich, Principal Hydrogeologist
Tetra Tech, Inc.

For City of Ann Arbor

By 
Christopher Taylor, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance

By 
Howard S. Lazarus, City Administrator

By 
Craig Hupy, Public Services Area
Administrator

Approved as to form and content

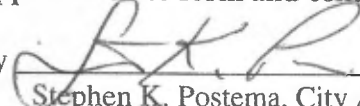
MRL By 
Stephen K. Postema, City Attorney

EXHIBIT B-2
COMPENSATION OF CONTRACTOR

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states the nature and amount of compensation the Contractor may charge the City, line items are cost estimates only and reimbursement will be based on actual work completed, total compensation will not exceed for each two year period Fiscal Year 18/19 \$297,511 and 20/21 \$297,511.

ENVIRONMENTAL CONSULTING SERVICES
ANN ARBOR LANDFILL
MONITORING AND MAINTENANCE PROGRAM - FISCAL YEAR 2020-2021
LABOR, ANALYTICAL AND OTHER DIRECT ESTIMATED COSTS

Task Number	Description	FY 2017-2018		FY 2018-2019		FY 2019-2020		FY 2020-2021		Budget Remaining to Date
		Cost - Fiscal Year July 1, 2017 to June 30, 2018	Cost - Fiscal Year July 1, 2018 to June 30, 2019	Cost - Fiscal Year July 1, 2019 to June 30, 2020	Cost - Fiscal Year July 1, 2020 to June 30, 2021	Total Estimated Project Cost				
CITY OF ANN ARBOR LANDFILL										
GROUNDWATER MONITORING PROGRAM										
1	Collection of Static Groundwater Levels - Semi-Annual (April & October)	2,772	2,772	5,543	2,772	5,543	2,772	5,543	2,772	6,543
11	Sample Groundwater Monitoring Wells - Semi-Annual (April & October)	9,063	9,063	18,125	9,063	18,125	9,063	18,125	9,063	18,125
12	Perform Laboratory Analysis (April & October)	2,386	2,386	4,771	2,386	4,771	2,386	4,771	2,386	4,771
13	Review and Analyze Results	1,874	1,874	3,748	1,874	3,748	1,874	3,748	1,874	3,748
14	Prepare and Submit Monitoring Report	4,294	4,294	8,588	4,294	8,588	4,294	8,588	4,294	8,588
15	Regulatory and/or Public Meetings	6,762	6,762	13,523	6,762	13,523	6,762	13,523	6,762	13,523
16	1.4.Dioxane Follow-up	12,500	12,500	25,000	12,500	25,000	12,500	25,000	12,500	25,000
17	Well Installation and Sampling - HMP Updates	19,544	19,544	39,088	19,544	39,088	19,544	39,088	19,544	39,088
18	Update RAP									
19				66,342	20,250	86,592	20,250	106,842	20,250	127,092
										93,911
LANDFILL GAS MONITORING PROGRAM										
2	Complete Field Monitoring - Quarterly (January, April, July and October)	5,945	5,945	11,890	5,945	11,890	5,945	11,890	5,945	11,890
2.1	Prepare and Submit Monitoring Report	6,236	6,236	12,472	6,236	12,472	6,236	12,472	6,236	12,472
2.2	Regulatory and/or Public Meetings	8,047	8,047	16,094	8,047	16,094	8,047	16,094	8,047	16,094
2.3	Review and Analyze Results	252	252	504	252	504	252	504	252	504
2.4	Prepare and Submit Monitoring Report	8,940	8,940	17,880	8,940	17,880	8,940	17,880	8,940	17,880
2.5	Regulatory and/or Public Meetings	4,845	4,845	9,690	4,845	9,690	4,845	9,690	4,845	9,690
2.6	Annual Methane Gas Monitoring Survey	800	800	1,600	800	1,600	800	1,600	800	1,600
2.7	Federal Greenhouse Gas Reporting	3,940	3,940	7,880	3,940	7,880	3,940	7,880	3,940	7,880
2.8				7,880		7,880		7,880		7,880
				72,952		72,952		72,952		72,952
WASTEWATER MONITORING PROGRAM										
3	Collection of Monthly Discharge Readings	4,666	4,666	9,332	4,666	9,332	4,666	9,332	4,666	9,332
3.1	Collection of Quarterly Wastewater Samples	3,601	3,601	7,202	3,601	7,202	3,601	7,202	3,601	7,202
3.2	Perform Laboratory Analysis - 3 Quarterly & 1 Annual (April)	2,058	2,058	4,116	2,058	4,116	2,058	4,116	2,058	4,116
3.3	Submit Report of Quarterly Reports	5,060	5,060	10,120	5,060	10,120	5,060	10,120	5,060	10,120
3.4	Renewal of Industrial User Permit	564	564	1,128	564	1,128	564	1,128	564	1,128
3.5				2,255		2,255		2,255		2,255
				33,025		33,025		33,025		33,025
ENVIRONMENTAL SYSTEM MAINTENANCE ACTIVITIES										
4	Evaluation of Systems - Methane Collection System*	3,706	3,706	7,412	3,706	7,412	3,706	7,412	3,706	7,412
4.1	Evaluation of Systems - Purge, Observation & Monitoring Wells*	14,824	14,824	29,648	14,824	29,648	14,824	29,648	14,824	29,648
4.2	Evaluation of Systems - Performance/Contract Maintenance	3,111	3,111	6,222	3,111	6,222	3,111	6,222	3,111	6,222
4.3	Evaluation of Systems - Annual Maintenance Report	1,076	1,076	2,152	1,076	2,152	1,076	2,152	1,076	2,152
4.4				59,133		59,133		59,133		59,133
				80,766		80,766		80,766		80,766
PROJECT OVERSIGHT										
5	Landfill Field Inspection	1,313	1,313	2,626	1,313	2,626	1,313	2,626	1,313	2,626
5.1	Health and Safety Plan	1,008	1,008	2,016	1,008	2,016	1,008	2,016	1,008	2,016
5.2	Project Manager (emergency response, meetings, budgeting, invoicing, procurement, etc.)	6,226	6,226	12,452	6,226	12,452	6,226	12,452	6,226	12,452
5.3	Deliverables	974	974	1,948	974	1,948	974	1,948	974	1,948
5.4				19,042		19,042		19,042		19,042
				26,600		26,600		26,600		26,600
6	Well Abandonment and Replacement (WV-0-92 and P-40)	9,503	9,503	19,006	9,503	19,006	9,503	19,006	9,503	19,006
6.1	PFAS & Other Monitoring	6,199	6,199	12,398	6,199	12,398	6,199	12,398	6,199	12,398
6.2	Purge Wells and Well Maintenance	10,886	10,886	21,772	10,886	21,772	10,886	21,772	10,886	21,772
6.3										
				26,600		26,600		26,600		26,600
				170,467		170,467		170,467		170,467
				209,596		209,596		209,596		209,596
				270,507		270,507		270,507		270,507
				297,107		297,107		297,107		297,107
				381,124.89		381,124.89		381,124.89		381,124.89
				46,000		46,000		46,000		46,000
				357,125		357,125		357,125		357,125
				40,000		40,000		40,000		40,000
				381,124.89		381,124.89		381,124.89		381,124.89

* Reflects subcontractor costs for waste removal and well rehabilitation