

REQUEST FOR ACTION

To: Mark De Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division

From: Steve Santa Croce
Senior Waste Management Engineer
Solid Waste & Tire Cleanup Programs Section

Reviewed By: Ron Darbee, Legal Office; Julian Vilmar, Budgets; Shelly Lewis,
Contracts

Request Date: February 15, 2016

Decision Subject: **Approval of the Scope of Work and Authorization to Solicit Proposals for the Engineering Services Contract under the Solid Waste Disposal Site Cleanup Program (Solid Waste Disposal Trust Fund, FYs 2016/17 and 2017/18)**

Action By: February 26, 2016

Summary of Request:

Department of Resources Recycling and Recovery (CalRecycle) staff propose to use an engineering services contract for landfill and disposal site remediations under the Solid Waste Disposal and Codisposal Site Cleanup Program (Program). This requested action is to approve the Scope of Work for the contract and authorize the solicitation of proposals to perform this work. Detailed project information and Scope of Work are located in Attachment 1. Table 1 in the Fiscal Impacts section contains contract funding information.

Recommendation:

Staff recommends the approval of the attached Scope of Work and authorization to solicit proposals for an engineering services contract for an amount not to exceed \$900,000 with specific fiscal year funding as indicated in Table 1.

Deputy Director Action:

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby approve the attached Scope of Work and authorize the solicitation of proposals.



Mark De Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division

Dated: 2/25/16

Attachment:

1. Scope of Work – Solid Waste Engineering Services Contract.
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Background Information, Analysis, and Findings:

Public Resources Code (PRC) Section 48020(b) requires CalRecycle to initiate a program for the cleanup of solid waste disposal sites and for the cleanup of solid waste at codisposal sites where the responsible party either cannot be identified or is unable or unwilling to perform the timely remediation and where the cleanup is needed to protect public health and safety or the environment. The Legislature annually appropriates funding for purposes of implementing the Program. In administering the Program, CalRecycle is authorized to expend funds directly for cleanup [(PRC Section 48021(b)].

Sites authorized for direct expenditure of funds often require engineering services to assist CalRecycle staff in the environmental review and/or evaluation and the design and/or construction oversight of multiple proposed site remediations. The Program has utilized engineering services consultants to assist with CalRecycle-managed remediations since its inception in 1994. The Program typically has one consulting firm under contract and requires the availability of consultant’s project staff and equipment to respond to CalRecycle’s program needs in a timely manner to a project anywhere in California.

The current engineering services contract (DRR13017) will expire on May 31, 2016.

The proposed Scope of Work presented as an attachment, identifies contract objectives, work to be performed, identified tasks, and the proposed contract timeframe.

Fiscal Impacts:

As indicated in Table 1, for fiscal years 2016/17 and 2017/18 staff is proposing to allocate \$600,000 for FY 2016/17 and \$300,000 for FY 2017/18 into the proposed engineering services contract for a total of \$900,000 over the contact period. Staff anticipates that the consultant contract will be presented to the Director, or the Director’s designee, for approval and that the contract will be awarded in July 2016.

Table 1: Contact Not-To-Exceed Allocation for the Engineering Services Contract

Fiscal Year	Solid Waste Disposal Trust Fund
2016/17*	\$600,000
2017/18*	\$300,000

*Pending Governor’s Budget approval

Department of Resources Recycling and Recovery

SCOPE OF WORK

Engineering Services Contract for Landfill and Disposal Site Remediation

I. INTRODUCTION/OBJECTIVES

Pursuant to Public Resources Code sections 48020 et seq., the Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Disposal and Codisposal Site Cleanup Program (Program) is authorized to remediate threats to public health and safety or the environment at solid waste disposal, codisposal sites and tire disposal sites where the responsible parties either cannot be identified or are unable or unwilling to pay for timely remediation. In administering the Program, CalRecycle is authorized to expend funds directly for cleanups. The objective of this contract is to support the Program in performing timely remediation work at solid waste disposal, codisposal, and tire disposal sites throughout California by providing engineering and other required professional technical services.

II. WORK TO BE PERFORMED

The Consultant shall provide professional technical and/or engineering services to investigate potential remediation sites and to develop necessary documents for CalRecycle-managed contractors to remediate approved sites. Under this Agreement, site investigations and remediation scopes of work are to be developed for sites throughout California. The consultant will prepare individual proposals including a scope of services, cost estimate and schedule for work to be accomplished. These Proposals will be included with CalRecycle staff prepared Work Orders. The work product documents from the Work Orders will become part of the basis for CalRecycle's environmental services contractors to assist in preparation of the actual site remediation Work Plans. The Consultant shall provide all necessary professional services and engineering services required to support the Program's projects. The Consultant may be required to assist CalRecycle staff in all phases of the site investigation, scope of work development, and site remediation services oversight.

Based on previous Consultant Agreements, as many as five different sites may be under investigation at any one time. Concurrent activities on two or three remediation projects may also be required.

The variety of types of work that may be completed under this Agreement, the manpower requirements, and the geographic extent of the Program may require occasional staffing levels beyond the capabilities of a single firm. Joint ventures or use of qualified sub-consultants will be allowed to fulfill requirements of this Agreement. Although the types of work listed below have been used with previous Agreements, the level of assistance has varied greatly. Often, assistance was limited to a few types of work at a site, while, in other situations, many types of work were required.

Firms interested in this contract must be able to provide staff with technical abilities and related experience, and in sufficient numbers to ensure cost effective and timely remediation of sites selected for the Program. All Consultant field staff shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), section 1910.120 and Title 8, California Code of Regulations (8 CCR), section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated tasks include, but are not limited to:

1. Site surveys, including topographic, aerial, and boundary surveys.
2. Title and deed searches for determining property ownership. Review and research site history and operation with employees of CalRecycle and local, state, and federal agencies to determine potential responsible parties.
3. Preparation of grading plans for sites from 0.5 to 30 plus acres. Sites have terrain ranging from essentially flat to containing 1.5:1 slopes.
4. Excavation and embankment evaluation, design, quantity calculations, and construction testing and inspection.
5. Design of site drainage systems including swales, ditches, underground pipe systems, and sedimentation and retention basins.
6. Design and preparation of plans for erosion control systems to reduce erosion.
7. Conducting geotechnical investigations including sampling, analyzing, and material classification.
8. Field characterization of waste, sampling and analysis of waste materials.
9. Hazardous material classification, handling, packaging, manifesting, hauling, and disposal, including emergency response and assessment of spills and unknown wastes at remediation sites and performing radiological support and disposal.
10. Preparation of site-specific remediation plans and specifications.
11. Assistance with permits from various local, county, state, and federal regulatory agencies for site remediation.
12. The Consultant will be able to provide subject specific scientists to investigate sites and prepare environmental reports in support of California Environmental Quality Act (CEQA) documents as deemed necessary by local agencies. Scientists include, but are not limited to: biologists, wetlands biologists, archaeologists, and other scientists capable of addressing other environmental areas of concern including: traffic, noise, air emissions,

etc. The Consultant will also have environmental planning staff capable and experienced in the preparation of CEQA documents including, but not limited to, Initial Studies, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.

13. Construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. During construction, the Consultant may be required to provide full time construction quality assurance services.
14. Construction management, including daily work logs and Construction Completion Reports and field checking of lines and grades. During construction, the Consultant may be required to provide full time construction management service.
15. Preparing community education and outreach programs and/or assisting with public events to support the Program.
16. General assistance for presentations, work planning, meetings, etc.
17. The Consultant shall have industrial hygiene resources available to provide occupational health and safety support for field staff. Resources available must provide health and safety services including, but not limited to, development of site specific health and safety plans, industrial hygiene field support, employee exposure monitoring, site assessment, characterization and control measure, on-site consultation, and respirator fit testing and training.
18. The Consultant must have resources available to respond to emergency situations at sites within a twenty-four (24) hour period with one appropriately qualified project staff following CalRecycle notification. All Emergency Response personnel shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with Title 29, Code of Federal Regulations (29 CFR), section 1910.120 and Title 8, California Code of Regulations (8 CCR), section 5192.
19. The Consultant must have resources available to provide disaster debris cleanup support services, including assistance in conducting residential site surveys, asbestos soil and air monitoring, hazardous waste inspections and determinations, and other disaster debris cleanup support services.

III. TASKS IDENTIFIED

All work under this Agreement will be performed through Work Orders issued to the Consultant. When Program staff determines the need for engineering services under this Agreement, a Work Order will be issued detailing specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order costs will be determined after discussions between the Consultant and Program staff and the preparation of a cost estimate by the Consultant.

The Consultant shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Consultant shall immediately notify the Contract Manager of any condition or event that may interfere with completion of the work, or which may require a modification in the Work Order. The Contract Manager will, in a reasonable time, provide written direction to the Consultant clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by the Contract Manager, will not be considered for compensation.

IV. CONTRACT/TASK TIME FRAME

The anticipated Agreement termination date is December 2018, but CalRecycle may extend or terminate the Agreement as deemed necessary and in accordance with the Agreement provisions.