



# **City of Grand Island**

**Tuesday, July 9, 2019**  
**Council Session/Budget Work Session**

## **Item G-7**

### **#2019-207 - Approving Amendment No. 2 to Environmental Monitoring Services for the Grand Island Regional Landfill**

**Staff Contact: John Collins, P.E. - Public Works Director**

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** July 9, 2019

**Subject:** Approving Amendment No. 2 to Environmental Monitoring Services for the Grand Island Regional Landfill

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The City of Grand Island leased approximately 47.5 acres of private land located in Southeast Hall County from July 1966 through February 1984 to operate a landfill disposal facility to accept municipal waste in accordance with State rules and regulations. Following a local complaint to the Nebraska Department of Environmental Quality (NDEQ) in 2007 regarding groundwater in the vicinity of the closed landfill, the NDEQ conducted a preliminary assessment and site investigation. Groundwater sampling conducted during the site investigation detected four (4) volatile organic compounds (VOC) along the East property boundary at concentrations greater than their respective maximum contaminant levels (MCL). The NDEQ then hired a consulting firm to perform a Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Site Investigation, which was submitted to the NDEQ on October 25, 2010.

On October 16, 2013, the City of Grand Island received a letter from the NDEQ requiring the City to perform a Step 7 Detailed Site Assessment (DSA) for this property pursuant to Nebraska revised statutes, Title 118 – Groundwater Quality Standards and Use Classification. The purpose of the Step 7 DSA was to collect sufficient information to confirm whether or not the source of the contaminants is the former Grand Island Disposal Area. The City submitted a work plan for the Step 7 DSA to the NDEQ on March 10, 2014. This work plan was subsequently approved by the NDEQ on March 31, 2014.

On November 7, 2018, the City of Grand Island received notice from NDEQ for development of a Remedial Action Work Plan.

On November 6, 2018, via Resolution No. 2018-338, City Council approved an agreement with Olsson Inc. of Lincoln, Nebraska in the amount of \$89,100.00 for environmental monitoring services at the Grand Island Regional Landfill.

On December 18, 2018, via Resolution No. 2018-379, City Council approved an amendment to the original agreement with Olsson, Inc. of Lincoln, Nebraska in the

amount of \$12,000.00. Such amendment provided for the Remedial Action Work Plan required by the Nebraska Department of Environmental Quality (NDEQ), which is a similar service to the original agreement. The scope of the original agreement was expanded to include the old landfill.

### **Discussion**

The Solid Waste Division of the Public Works Department is responsible for the operation of the City's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line.

At this time a second amendment is recommended to the original agreement with Olsson, Inc. to address preliminary cap design services required by NDEQ. Such services will be provided on a time and expense basis not to exceed \$20,750.00, resulting in a revised agreement amount of \$121,850.00.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Olsson, Inc. of Lincoln, Nebraska, in the amount of \$20,750.00.

### **Sample Motion**

Move to approve the resolution.

## **LETTER AGREEMENT AMENDMENT #2**

Date: June 26, 2019

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 29, 2019 between the City of Grand Island, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### **PROJECT DESCRIPTION AND LOCATION**

Project is located at: Former Grand Island Disposal Area - Phillips, Nebraska

Project Description: Preliminary Cap Design Services

### **SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### **Phase 121 – Preliminary Cap Design Services**

##### **Task 1 – Survey**

Perform topographic survey of the site in Nebraska LDP coordinate system. Survey to include area in exhibit (approximately 40 acres) and adjacent roadways to centerline. A Nebraska one call locate ticket will be submitted for utility locations. Eight monitoring wells and one site well will be located, and casing and ground elevations recorded. A spreadsheet of well casing data will be provided as a deliverable. A Civil 3D drawing will be completed of the topographic survey. Survey of elevations under water surfaces is not included in this proposed fee.

##### **Task 2 – Site Visit**

Olsson Project Manager and cap Design Engineer will perform one site visit to the Former Disposal Area for visual inspection of existing landfill and adjacent property to determine existing drainage patterns.

##### **Task 3 – Preliminary Design / Grading**

Utilize Olsson topographic survey to review existing drainage patterns and determine contours for capping the existing landfill utilizing earthen cover, sloped to drain, to the extent of the boundary of the waste provided to Olsson. It is assumed the existing conditions allow slope to not require terracing or let down structures.

##### **Task 4 – Earthwork Volume Calculations**

Utilize Olsson topographic survey and Olsson grading plan in the digital terrain model to create a borrow soil volume of the proposed earthen cap. It is assumed 18 inches of soil currently cover the existing waste in preconstruction conditions, unless Owner can provide more accurate measurement. Excavation through existing intermediate cover is not included in this contract.

##### **Task 5 – Engineer's Opinion of Probable Cost**

Utilize Olsson earthwork volume calculations to estimate cost for construction of earthen cap plus a perimeter fence.

Deliverables: Drawings and details of the grading plan for the cap repair. Estimate of earthwork and fence quantities and Engineer's Opinion of Probable Cost. One revision after addressing Client comments.

### **Assumptions/Project Limitations**

- Client will provide key for well access.

### **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: July 15, 2019 (NTP)  
Anticipated Draft Completion Date: NTP + 10 weeks

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

### **COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

### **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to the original Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$20,750.

### **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

### **OLSSON, INC.**

By  \_\_\_\_\_  
Jason Byler, PE

By  \_\_\_\_\_  
Jess Hurlbert, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

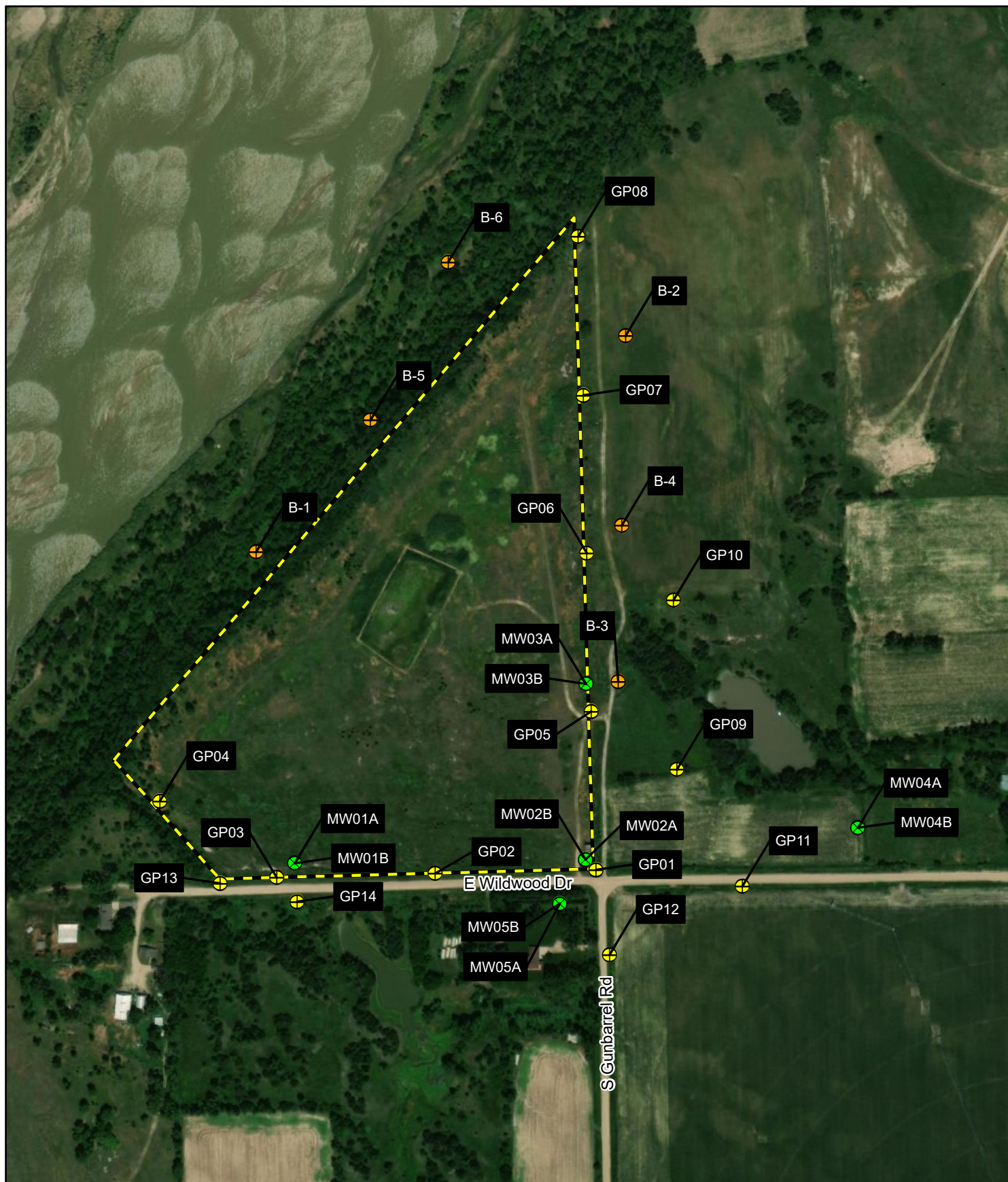
**City of Grand Island, Nebraska**

By \_\_\_\_\_  
Signature

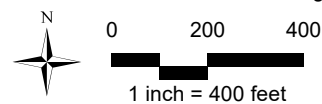
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



Data Source: ESRI - World Imagery



**olsson**

### Legend

Landfill Property

### Sample Locations

- Monitor Well (GNK Engineering, 2018)
- Direct Push (GNK Engineering, 2018)
- Direct Push (Terracon, 2010)

### Former Grand Island Disposal Area (Closed)

Hall County, Nebraska  
Olsson Project # 018-3301

### Site Map

Figure 2



RESOLUTION 2019-207

WHEREAS, on November 6, 2018, via Resolution No. 2018-338 the Grand Island City Council approved entering into an agreement with Olsson, Inc. of Lincoln, Nebraska in the amount of \$89,100.00 for Environmental Monitoring Services for the Grand Island Regional Landfill; and

WHEREAS, on December 18, 2018, via Resolution No. 2018-379, City Council approved an amendment to the original agreement in the amount of \$12,000.00 to provide for the Remedial Action Work Plan required by the Nebraska Department of Environmental Quality (NDEQ); and

WHEREAS, the original agreement is now being amended to address preliminary cap design serviced required by NDEQ; and

WHEREAS, such amendment is in the amount of \$20,750.00, for a revised agreement amount of \$121,850.00; and

WHEREAS, Amendment No. 2 to the original agreement with Olsson, Inc. of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with Olsson, Inc. of Lincoln, Nebraska for the preliminary cap design services is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such amendment on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 9, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 5, 2019	☐ City Attorney