



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2013-0240**

**Final Action:**

**Sponsor(s):** Public Works Committee

OCT 15 2013

Resolution relative to amending the agreement with Ayres Associates Inc. for additional consulting work at the Lincoln Avenue landfill site for an estimated sum of \$5,400.00.

WHEREAS, in 1994, the Wisconsin DNR approved a closure plan for the former landfill site at 113th Street and Lincoln Avenue; and,

WHEREAS, following the closure of the landfill, the City of West Allis is required to conduct ongoing methane and groundwater sampling and maintenance of the site, as prescribed by the Wisconsin Department of Natural Resources (WDNR); and,

WHEREAS, Ayres Associates Inc. has been the City's long time consultant for these services and has proposed an amendment to the current agreement to provide for services related to a recent inspection of the site by the WDNR; and,

WHEREAS, WDNR is asking for informational signage, addressing the fill material, repairing some of the groundwater monitoring wells, conducting a site inventory of the wells, labeling the monitoring devices and updating the methane gas data within the WDNR's GEMS computer system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that Ayres Associates Inc. proposal dated September 12, 2013 for the additional services as listed above for an estimated sum of \$5,400 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to issue a purchase order for the aforesaid service and the Director of Public Works/City Engineer is authorized to sign the agreement, complete the work and submit a report to the WDNR.

ADOPTED OCT 15 2013

APPROVED 10/21/13

Paul M. Ziehler  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

Dan Devine  
Dan Devine, Mayor

September 12, 2013



Michael G. Lewis, Director of Public Works  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214  
Via email: [mlewis@westalliswi.gov](mailto:mlewis@westalliswi.gov)

Re: Amendment #1 11241 West Lincoln Avenue Landfill WDNR Inspection Review Services

Dear Mr. Lewis:

We are providing this Amendment for services following the July 10, 2013 site inspection review conducted by the Wisconsin Department of Natural Resources (WDNR) at the Lincoln Avenue Landfill location. The WDNR typically conducts a site inspection approximately every five years to review the overall site condition, groundwater and gas monitoring well conditions, and to review any other site aspects that may require updating, reconditioning, or other similar modifications. The site inspection was conducted by Bizhan Sheikholeslami and Gerald DeMers. Mr. DeMers will be taking the site management activities over for Mr. Sheikholeslami in the future. Mr. Sheikholeslami also stated that this particular site had not been inspected for over ten years so additional maintenance items may be required. Neil Carney and Lynn Scherbert of Ayres Associates, along with Joseph Burtch of the City were present during the inspection. This proposal outlines the scope of services, schedule, and fee to conduct the modifications requested by the WDNR and as cited within their inspection report to maintain compliance at the landfill.

Per Wisconsin Administrative Code (WAC) NR 506 and Wisconsin Department of Natural Resources' (WDNR) correspondence with the City of West Allis, dated August 2, 2013, additional activities are warranted at the Lincoln Avenue Landfill site to maintain site compliance. Multiple items were noted and recorded by WDNR as non-compliance issues and must be rectified. These items include:

- adding informational signage;
- addressing the fill material and associated WDNR approval for site construction activities;
- repairing groundwater monitoring wells;
- conducting a site inventory of wells;
- labeling monitoring devices;
- updating the methane gas data within the DNR GEMS system;
- and mowing the landfill surface at least once annually.

Information must be provided to the WDNR that these items have been or are being addressed with 30 days of the notice. Conversations with Mr. DeMers on August 16, 2013 indicated that he wishes to see the inventory conducted and corresponding documentation of that inventory within the minimum 30 day period, along with a schedule of addressing the remaining compliance issues.

Of the non-compliance issues cited in the letter dated August 2, 2013, the following fall under the City's jurisdiction and will not be addressed in this scope of services:

- 506.08(1)(b) Entrance signage
- 506.085(2) no structures/development on the waste mass
- Landfill surface mowing and vegetation clearance from monitoring devices

# AMENDMENT TO AGREEMENT

Contract Amendment #1 dated September 11, 2013

The Agreement for Professional Services made as of January 8, 2013, between the City of West Allis 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (OWNER) and Ayres Associates Inc, N17 W24222 Riverwood Drive, #310, Waukesha, WI 53188 (CONSULTANT) is hereby amended as set forth below.

Details of the Ayres Associates scope of services are presented as follows.

## **Task 1 – WDNR Requested Site Inspection**

On July 10, 2013 WDNR scheduled a landfill site inspection and requested the presence of the City and their consultant. Ayres Associates met with WDNR on site, traversed the site and discussed questions pertaining to the current conditions of all monitoring wells, addressed the need for the City to address the fill material located on site and review other maintenance requirements associated with long-term management of a closed landfill.

## **Task 2 – 507.04(3), 507.04(4), 507.13 Inventory of All Monitoring Devices**

Although WDNR/Ayres/City conducted a general site inspection on July 10, 2013, not all wells were seen or inspected by WDNR at that time. As a precursor to completing all the assigned activities, WDNR has requested that a site inventory of wells be conducted at a minimum within the 30-day compliance period. This inventory includes: review of WDNR files documenting site closure activities, confirmation of historic and abandoned well locations, identifying each groundwater and methane gas well or vent system on the landfill or surrounding the landfill, recording its physical condition, documenting if repairs, abandonment or other actions are required to meet current Chapter NR 500 requirements and submitting a report of those items to the WDNR on or before September 2, 2013. In addition, a map of the existing wells inventoried and a summary and tentative schedule of addressing the other items noted in the "Notice of Noncompliance" (NON) should be included in the inventory report to the Department.

Ayres Associates conducted a site inventory assessment on August 27, 2013. Additionally the assessment and NON summary documentation was prepared and submitted to the WDNR and to the City on Monday September 9, 2013.

## **Task 3 – 507.13 Repair/Replace/Abandon Monitoring Devices**

Upon completion of the Inventory, all wells needing repair, replacement and/or abandonment will be documented. Currently it is known that one groundwater wells (MW #8) is situated within the asphalt lot and settling has occurred leaving the well and cap and seal damaged. Following the completion of the Site Assessment Inventory the following services will be provided to the City.

A) Well MW #8 requires flush mount replacement and redevelopment. Ayres Associates will hire a subcontractor to cut the asphalt and remove and replace the flush mount and then we will redevelop the well for future sampling activities.

B) Additional repairs/general maintenance of the remaining wells is required and this includes replacement of locks on eleven wells, replacement of gas caps on one well, and replacement of the slip cap on one groundwater well. In addition, all groundwater well and gas probes require external labeling which will be completed under this task.

#### **Task 4 – Review Existing DNR GEMS database and update**

This task includes electronic submittal (CD-ROM) and a letter of the environmental monitoring results to the Owner (hardcopy only) and WDNR Bureau of Waste Management for inclusion into the Groundwater and Environmental Monitoring System (GEMS) database. This letter will also have associated figures of the site, tables of the data and the laboratory analytical reports.

Ayres Associates has provided WDNR reports for all recorded data in the preceding years in which we were under contract with the City. It is our understanding that several reports were not entered into the database system or did not download properly from the disks that were forwarded and that data is identified as “missing” within the database.

This task consists of Ayres Associates obtaining and reviewing the current WDNR GEMS database for the respective items which are missing, sending this data to the laboratory for conversion into the GEMS format and then providing WDNR an additional copy of those data disks which are not currently recorded within their GEMS database.

Because data stored on electronic media can deteriorate undetected or be modified without Ayres Associates knowledge, we will not be responsible for maintaining copies of the submitted electronic files after submittal and shall not be held liable for completeness or accuracy of the electronic data thereafter. Only the submitted hard copy documents of any deliverables produced will be considered the instrument of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

#### **Schedule**

Ayres Associates has completed the site inventory walkover with WDNR and the Site Inventory Assessment (Task 1) within the 30 days of the receipt of the non-compliance notification from the WDNR. The remaining scope of services (Tasks 2, 3, and 4) will be completed with 60 days of the receipt of this fully executed amendment which shall serve as the notice to proceed on the proposed services.

#### **Compensation and Payments**

The estimated total compensation under the original contract was \$10,100. The estimated total compensation for this amendment is \$5,400. The total compensation for services, including this addendum (Addendum #1) is \$15,500. CONSULTANT shall not exceed an amount of \$15,500 unless approved in writing by OWNER. A detailed breakout of these fees is included below.

#### **Description**

	<b><u>Cost</u></b>
Task 1 - Site Inspection	<b>\$1,050</b>
Task 2 – Site Inventory, Documentation and Reporting	<b>\$2,400</b>
Task 3 - Repair/Replacement/Abandonment of Monitoring Devices (includes subcontractor costs for MW #8)	<b>\$1,550</b>
Task 4 – Review Existing DNR GEMS database and update	<b>\$400</b>
<b>Total</b>	<b><u>\$5,400</u></b>

This fee includes Ayres Associates' labor and reimbursable expenses, including gas well construction materials, subcontractor costs, laboratory costs, rentals, travel, and other direct expenses. Additional meetings, report copies, or conducting additional investigative activities or tasks not listed herein will constitute a change of condition and require additional fees. Before proceeding with additional services, we will prepare an estimate of scope and fee for your approval.

**Additional Services**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER.

- Additional Soil or Groundwater sampling and analysis
- Construction Oversight and Reporting
- Additional permitting
- Soccer field design on school district property
- Certified Survey Map and/or ALTA survey of the landfill property

**Owner's Responsibilities**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- Designate a person to act as OWNER's representative.
- Provide all criteria and full information as to OWNER's requirements.
- Furnish to CONSULTANT all available pertinent information including, but not limited to, Environmental reports, boundary easement, right-of-way, and utility surveys.

**Other**

All other provisions of the original Agreement for Professional Services dated January 8, 2013 shall be recognized.

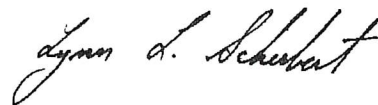
In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of West Allis  
OWNER

Ayres Associates Inc  
CONSULTANT

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(Signature)



(Typed Name)

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Lynn L. Scherbert, PE

(Title)

\_\_\_\_\_  
Supervisor – Environmental Services

(Date)

\_\_\_\_\_  
September 12, 2013

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Enclosure