

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE September 15, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Amend and Extend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

STAFF RECOMMENDATIONS:

1. Approve an amendment to the Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, to increase the not to exceed total contract amount to \$2,346,154 for additional environmental monitoring, testing, and reporting services at the Fink Road and Geer Road Landfills, and operations, maintenance, and monitoring services at Geer Road Landfill, and extending the term for one additional year, through Fiscal Year 2010-2011.
2. Authorize the Chairman of the Board of Supervisors to amend Master Agreement number A00625.
3. Authorize the Director of Environmental Resources, or her designee, to sign additional individual Project Authorizations during Fiscal Years 2009-2011 providing that the cumulative total does not exceed contract amount of \$2,346,154.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. Approval of this amendment to the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., adds \$594,399 to the previously approved total amount of \$1,751,755. This amendment includes for a maximum of 15%, or \$77,530, in contract changes for a total cost of \$2,346,154.

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BOARD ACTION AS FOLLOWS:

No. 2009-636

THIS ITEM WAS REMOVED FROM THE AGENDA.
NO ACTION WAS TAKEN.

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FISCAL IMPACT (Continued):

Funds for this purpose are available in the Fink Road fund balance and the Geer Road Landfill closure/post-closure fund.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, operates and maintains the Fink Road and Geer Road Landfills. Currently, only the Fink Road Landfill is in active operation. This facility is located at 4000 Fink Road, Crows Landing, in western Stanislaus County. The Fink Road Landfill provides landfill services for Class III municipal solid waste for all of Stanislaus County. Landfill services are also provided for the combustion ash that results from the incineration of municipal solid waste at the adjacent Waste-to-Energy Plant.

The Geer Road Landfill is no longer an active landfill. Located at 751 Geer Road, Modesto, it has been closed since 1990 in accordance with State requirements and is in a post-closure monitoring and maintenance mode.

Although the day-to-day operation and maintenance of these landfills is performed with in-house staff, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting for both landfills and for closure and post-closure maintenance at the Geer Road Landfill. Following a competitive procurement process in 2007, SCS Engineers (SCS) was awarded a three-year agreement to provide these specialized services for the County. This Agreement is slated to expire on June 30, 2010.

On November 25, 2008, the Board of Supervisors approved Amendment No. 1, increasing the total contract amount from \$1,347,448 to \$1,751,755 which includes allowing for a maximum of \$52,736 in contract changes. Since this date, the Regional Water Quality Control Board (RWQCB) has required that the following items be completed which were not part of the County's contract for routine environmental monitoring, testing, analyzing, and reporting for both landfills:

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Project Location	Type of Work	Cost
Fink Road LF	Groundwater Investigation	\$ 115,868
Geer Road LF	Engineering Feasibility Study	\$ 59,520
Geer Road LF	Geo (Data) Tracking	\$ 8,480
Fink Road LF	Geo (Data) Tracing	\$ 8,480
TOTAL		\$192,348 (leaving \$154,076 from the \$346,424 starting balance)

The RWQCB is now requiring the following additional projects:

1. Testing of aquifer characteristics for both the shallow and deep groundwater zones beneath the landfill. This work must be done in two phases and Phase 1 will be to establish aquifer parameters. The data gathered from this testing will be used to design extraction wells that would remove groundwater. Testing must be completed by the end of 2009 to allow sufficient time to complete the design work. Phase 2 will be to test the new design for groundwater extraction performance. Phase 2 must be completed by early summer 2010 to allow sufficient time to prepare and submit a Corrective Action Work Plan by October 31, 2010. Proposed cost: Phase 1: \$82,220; Phase 2: estimated at \$40,000. Total: \$122,220.
2. Evaluation of treatment options to determine the best options for pre-treatment and Volatile Organic Compound (VOC) removal at Geer Road Landfill. This work is tied to the Corrective Action Work Plan which must be prepared and submitted by October 31, 2010. Proposed cost: \$39,320.
3. Testing of the proposed water disposal area to determine if it can be used to accept the volume of water predicted, along with determining the best means for water disposal. This work is also tied to the Corrective Action Work Plan for Geer Road Landfill which must be prepared and submitted by October 31, 2010. Proposed cost: \$53,840. Total cost of the projects that must be completed in 2009: \$175,380 which leaves a shortfall of \$21,304 when compared to the \$154,076 that is currently available in contract funds.
4. Over this past year, the RWQCB has imposed a variety of requirements which have caused the County to expend funds within the Geer Road Landfill environmental monitoring, testing, and reporting Project Authorization more rapidly than anticipated. These include the following: preparing VOC time-series graphs, preparing tabulated organic data, preparing isoconcentration maps for individual VOCs, preparing information on the detection of specific compounds, recreating historical data from a prior consultant into a database, and assistance with the revised Waste Discharge Requirements for the site. The consultant estimates that an additional \$65,000 will be necessary to complete the standard environmental monitoring, testing, and reporting services between now and June 30, 2010.

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With only \$154,076 in remaining allowable contract changes from the previous contract amendment, the Department is unable to complete these projects without an additional contract amendment. The cost of the work being added under this amendment is \$126,304, and the cost of the additional 1-year contract extension is \$390,565 which totals \$516,869. An additional 15% in allowable contract changes, or \$77,530, has also been included which brings the total amount to increase the Agreement by to \$594,399 and the total not to exceed amount of the agreement to \$2,346,154 through June 30, 2011.

The current Master Agreement expires on June 30, 2010, and allows for two, 1-year extensions prior to a need to put the work back out to a competitive bidding process. Given that several of the testing requirements which are currently being required by the RWQCB have deadlines which extend beyond June 30, 2010, staff recommends exercising the first 1-year extension option at this time so that the work can be completed without interruption. The proposed amendment to the agreement is included as Attachment "A."

POLICY ISSUE:

The Board of Supervisors should determine if amending and extending the agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for environmental monitoring, testing, and reporting services at the Fink Road and Geer Road Landfills is consistent with the Board's priorities of the efficient delivery of public services, a safe community, a healthy community, and a well-planned infrastructure system.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director. Telephone: 209-525-6770



AMENDMENT NO. 2

TO

INDEPENDENT CONTRACTOR MASTER AGREEMENT

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

This Amendment No. 2 to the Master Agreement for Independent Contractor Services ("Amendment No. 2") by and between the COUNTY OF STANISLAUS ("County") and STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. d/b/a SCS ENGINEERS ("Contractor") is made and entered into on _____.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"); and

Whereas, Paragraph 17 of the Master Agreement provides for the Agreement to be amended, modified, changed, added or subtracted from by mutual consent of both parties; and

Whereas, Amendment 1 dated December 5, 2008, increased the initial not to exceed Limit of Expenditure amount of \$1,347,448.00 by \$404,307.00 to a new not to exceed Limit of Expenditure amount of \$1,751,755.00; and

Whereas, Section 3 - Term provides for the initial term of the Agreement to be from May 14, 2007, until June 30, 2010, with an option to extend on a year-to-year basis, if mutually agreeable, however not to extend past June 30, 2012; and

Whereas, the County desires to extend the Agreement for an additional year; and

Whereas, the County desires to increase this Master Agreement not to exceed Limit of Expenditure amount by \$594,399.00 due to a one year extension of the term of the Agreement and unforeseen expenses due to regulatory requirements; and

Whereas, the Scope of Work provides for Contractor to perform some engineering services; and

Whereas, Section 2782.8. (a) and (C) of the Public Contracting code defines engineering services under design services; and

Whereas, Section 7.1- Defense and Indemnification of the Agreement provides for indemnification related to the performance of Independent Contractor Services; and

Whereas, the County has a need to add to Section 7.1 Defense and Indemnification language pertaining to design services to comply with the Public Contract code; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section 3 - Term is amended as follows:

"The initial term of this Agreement shall be from May 14, 2007, until June 30, 2010. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise

specified in the approved scope of work. In no case shall the individual project authorization or scope of work completion date go beyond the Agreement end date. An extended term of the Agreement shall be for a period commencing on July 1, 2010, and terminate on June 30, 2011. If mutually agreeable to both parties, this Agreement may be extended for one (1) more year, however, in no case shall the renewal extend beyond June 30, 2012."

2. Exhibit A, Section H is amended as follows:

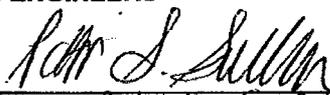
"LIMIT OF EXPENDITURE: The maximum amount to be paid by the County for services provided under this Master Agreement shall not exceed \$2,346,154.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

3. Section 7.1 – Defense and Indemnification, is amended to add the following language to cover the performance of engineering services under this Agreement:

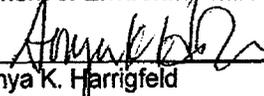
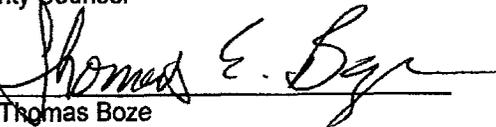
" 7.1 (b) Engineering and Design Services: To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees and representatives.

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

<p>COUNTY OF STANISLAUS</p> <p>By: _____ Jim DeMartini Chair of The Board of Supervisors</p> <p>Date: _____</p> <p style="text-align: center;">"County"</p>	<p>SCS ENGINEERS</p> <p>By:  _____ Name Patrick S. Sullivan Title Senior Vice President</p> <p>Date: 8-28-09 _____</p> <p style="text-align: center;">"Contractor"</p>
<p>ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: _____ Deputy Clerk</p> <p>Date: _____</p>	

(additional signatures on the next page)

<p>APPROVED AS TO CONTENT: Department of Environmental Resources</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas Boze Deputy County Counsel</p> <p>Date: _____</p>	