

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 05/20/03  
**Department Name:** Public Works  
**Department No.:** 054  
**Agenda Date:** 06/17/03  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Phil Demery, Director  
Public Works Department

**STAFF CONTACT:** Eric Pearson, Construction Section Manager and Bill Tracy, UST Program Manager  
568-5686 or 568-5694

**SUBJECT:** Amendment to Agreement for the Services of an Independent Contractor for Environmental Work Associated with the Leaking Underground Fuel Tank (LUFT) at Various Sites-First and Second Supervisorial Districts

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**Recommendation(s):**

That the Board of Supervisors approve and execute an Amendment No. 3 to Agreement for Services of Independent contractor: Campbell-Geo, Inc. a local consulting firm. The work is for environmental clean up associated with the Leaking Underground Fuel Tank Program (LUFT Program) to increase the amount by \$216,290 for a total not-to-exceed \$637,182.

**Alignment with Board Strategic Plan:**

The recommendation is aligned with Goal No. 2, An Efficient Government Able to respond effectively to the Needs of the Community.

**Executive Summary and Discussion:**

The contract for this work is an interdepartmental effort with the Public Works Department providing the project management and General Services Department providing the accounting functions. A Request for Proposal dated March 19, 2003 was submitted to six local remediation firms capable of performing the on-going remedial work. Campbell Geo was the lowest priced qualified firm for the work. Campbell Geo is already working on several County sites. On February 5, 2001, your Board executed an agreement for services of an independent contractor with Campbell-Geo, Inc, and it was amended on January 22, 2001 to cover continued remedial efforts. The County pays many subcontractor costs directly to save funds from Amendment to Agreement for the Services of an Independent Contractor for Environmental Work Associated with the Leaking Underground Fuel Tank (LUFT) at Various Sites-First and Second Supervisorial Districts

consultant mark-up. The laboratory costs, utility costs (electrical, natural gas, fees), permit fees, regulatory oversight fees, County oversight; maintenance (filters, gloves, etc.) and equipment purchases are paid directly by purchase orders to the respective subcontractors and not Campbell Geo. The estimate for those costs is \$130,000 for both sites.

Summarized below are a cost summary and a brief description of each LUFT site to be operated under this contract amendment:

Fire Station No. 13, Two Year Amount \$90,840

Soil vapor extraction commenced in 1990 to remove contaminants from the soil and groundwater. The area of soil contamination has decreased by 60 percent. Monitoring data collected this year indicates elimination of MTBE and reduced levels of benzene, ethylene dichloride and TBA plumes from groundwater at the site. The nearby Goleta Cemetery well has repeatedly been sampled and found to not be impacted by contaminants from the site.

Former Figueroa Street Fueling Facility, Two Year Amount \$118,970

Groundwater pumping and vapor extraction began in September 1995. Groundwater recovered during the fourth quarter of 2002 totaled 396,440 gallons. To date 17.6 million gallons (54 acre-feet) of contaminated groundwater have been recovered and treated since the initiation of remediation activities.

The results of the RFP were compared to the previous contract and the comparison indicates costs range from 25 to 53 percent less expensive, as compared to the last contract period. The UST Clean-Up Fund requires that the County accept the lowest qualified proposal for the work.

Comparison  
Last Contract to This Proposed Contract

<b>Program Comparison</b>	<b>FS 13</b>	<b>FFF</b>
2002-3.5 contract	91,165	118,970
Prorated for 2 years	121,000	158,000
This 2 yr Contract	90,840	125,450
<b>Percent Change</b>	<b>-26%</b>	<b>-21%</b>

**Mandates and Service Levels:**

The State of California mandates remediation of soil and groundwater contamination. This agreement will allow for the County's on-going compliance with this mandate.

**Fiscal and Facilities Impacts:**

Funds for this Agreement have been budgeted in Department 063. All of the County's LUFT sites qualify for reimbursement of all or part of these remediation costs from the State of California Underground Storage Tank Cleanup Fund up to \$1,500,000 for sites containing MTBE. The General Services Department accounting codes for the Program are fund number 0030, departmental number 063, program number 1924, account number 8200.

**Special Instructions:**

Retain an original copy (1) and return an executed copy of the amendment to Bill Tracy, Laboratory Manager, Public Works Department, Transportation Division.

AMENDMENT NO. 3  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Amendment to Agreement is entered into on the 17<sup>th</sup> day of June 2003, by and between:

CampbellGeo, Inc.  
Hereinafter "CONTRACTOR,"

And

The County of Santa Barbara, California,  
Hereinafter called "COUNTY."

**WITNESSETH**

WHEREAS, the parties hereto under the date of June 17, 2003, entered into an Agreement for performance of Environmental Services, by CONTRACTOR in connection with the Department of General Services LUFT Program: and

WHEREAS, the parties hereto desire to amend the Agreement:

NOW THEREFORE, the parties hereto agree as follows:

I. Article 3, is hereby amended to read as follows:

ARTICLE 3. SCOPE OF SERVICE:

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto by reference. Additionally, CONTRACTOR shall perform those services set forth in EXHIBIT A-1, Request for Proposal for Calendar Years 2003.5-5.5, Underground Storage Tank, Remediation of Soil and Groundwater, dated March 19, 2003, and Supplemental Information, Request for Proposal for Calendar Years 2003.5-5.5, Underground Storage Tank, Remediation of Soil and Groundwater, dated April 7, 2003, and by Campbell Geo, Proposal for Services, Underground Storage Tank Cleanups, Various Sites, County of Santa Barbara, dated April 14, 2003. Attached hereto as EXHIBIT A-1 and incorporated herein by this reference.

II. Article 4, is hereby amended to read as follows:

ARTICLE 4. TERM:

CONTRACTOR shall commence performance on execution of this Agreement and end performance on July 1, 2005 unless otherwise directed by COUNTY or unless earlier terminated

III. Article 5, is hereby amended to read as follows:

CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B-1 attached hereto and incorporated by reference. Billing shall be made by invoice, which shall include the contract number. Payment is a not-to-exceed, based on the available information known at each site.

COUNTY, shall include all detail required by the State of California Underground Storage Tank Fund to qualify for reimbursement, and is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B-1, payment shall be net (30) days from presentation of invoice.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Santa Barbara, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the votes:

Original Contract Price: \$112,530.

Amendment No. 1: \$86,797.

Amendment No. 2: \$221,565.

Amendment No. 3: \$216,290.

Adjusted Contract Price: \$637,182.

AYES:

NOES:

ABSENT:

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

Chair \_\_\_\_\_  
Board of Supervisors

BY: \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
Robert W. Geis  
Auditor-Controller  
**Board Contract Number: BC -01-145**

BY: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Stephen Shane Stark  
County Counsel

\_\_\_\_\_  
Contractor

Eng. Geologist License No. 1729

By \_\_\_\_\_

IRS No. \_\_\_\_\_  
APPROVED AS TO FORM  
ANDREA SMUTZ  
RISK MANAGER

\_\_\_\_\_  
Risk Manager

Dept. 063 Account 8200 Fund 0030 Program 1924

## EXHIBIT A

### STATEMENT OF WORK

Upon direction from the County, CONTRACTOR will plan and supervise the monitoring, assessment, remediation, mitigation or abatement of environmental hazards on County-owned properties at 118 East Figueroa Street and 4570 Hollister Ave. To accomplish these tasks, CONTRACTOR will collect water, soil and air samples from the subject County-owned site containing environmental hazards such as leaking underground tanks in order to determine the extent of the hazard and continue updating remediation equipment on the site.

CONTRACTOR will prepare site assessment reports and work plans for submittal to appropriate regulatory agencies, obtain written authority to proceed from appropriate agencies, and compile final remediation/mitigation reports and site closure reports. Prepare weekly status reports. Develop long-term groundwater remediation strategy and operate remedial systems, per contract documents.

CONTRACTOR may prepare Requests for Proposals for contracts for remediation, help negotiate contracts, and be responsible for completion of the work of contractors on site. CONTRACTOR will maintain and operate remediation and other equipment to accomplish the cleanup of County owned sites. CONTRACTOR will make repairs to remediation equipment and expand, as needed to maximize remediation up time. Restore the site following construction activities to pre-construction condition.

CONTRACTOR may be requested to perform other duties that listed above that CONTRACTOR is qualified and capable of performing.

Exhibit B-1

**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. for CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$637,182**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **Exhibit A** and **A-1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon actual costs and expenses plus an overhead charge of fifteen percent (15%). Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A and A-1**.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis in Section B above, County shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Contract Summary Form:

Contract Number: BC-01-145

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy.

- D1. Fiscal Years: 2003/2005D2.....Budget Unit Number : 063
D3. Requisition Number.....:
D4. Department Name.....: GENERAL SERVICES
D5. Contact Person.....: Bill Tracy
D6. Phone.....: X5694

- K1. Contract Type (check one): [x] Personal Service [ ] Commodity [ ] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose LEASE
K3. Original Contract Amount.....: \$112,530
K4. Contract Begin Date..... February 5, 2001
K5. Original Contract End Date.....: January 22, 2002
K6. This Amendment Number.....: 3
K7. - Total Previous Amendments.....: \$308,362
K8. - This Amendment Amount.....: \$216,290
K9. - Revised Total Contract Amount.....: \$637,182
K10. - Revised End Date.....: 07/01/05
K11. Department Project Number.....: ASP319

- B1. Is this a Board Contract (Yes/No).....: YES
B2. Number of Workers Displaced (if any).....: 0
B3. Number of Competitive Bids (if any).....:6
B4. Lowest Bid Amount (if bid).....:\$216,290
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unchanged? (Yes/No): NO

- F1. Encumbrance Transaction Code.....:1701
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number.....: 0030
F4. Department Number.....: 063
F5. Program Number.....: 1924
F6. Account Number.....: 8200
F7. Cost Center number (if applicable).....:
F8. Payment Terms.....: Net 30

- V1. Auditor Vendor Number.....:
V2. Payee/Contractor Name.....: CampbellGeo, Inc.
V3. Mailing Address.....: 331.North Milpas Street, Suite G
V4. City.....: Santa Barbara
V5. State (two letter).....: CA
V6. Zip (include +4 if known).....: 93103
V7. Telephone Number.....: (805) 965-5003
V8. Vendor's Federal Tax ID Number (EIN or SSN): 77-04558295
V9. Contact Person.....: Mr. Steven Campbell
V10. Workers Comp Insurance Expiration Date.....:
V11. General Liability Insurance Expiration Date.....:
V12. Professional License Number.....: #CEG1729
V13. Verified by.....: Bill Tracy
V14. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [X] Corporation

This information has been reviewed and is complete and accurate as presented. Concurrences as required are represented by signature on the contract signature page.