

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: 12/28/04
Department Name: General Services and Public Works
Department No.: 063 and 054
Agenda Date: 02/01/05
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Ron Cortez, Director
General Services Department

Phil Demery, Director
Public Works Department

STAFF

CONTACT: Bob Nisbet, Assistant Director (560-1011)
Bill Tracy, UST Program Manager (681-5694)

SUBJECT: Figueroa Street Fueling Facility Remediation Project No. F00203
First Supervisorial District

Recommendation(s):

That the Board of Supervisors approve and execute Amendment No. 4 to the Agreement with Campbell-Geo, Inc., a local consulting firm, for environmental clean up services at the Figueroa Street Fueling Facility Remediation Project No. F00203 associated with the Leaking Underground Fuel Tank Program (LUFT Program). This Amendment increases the contract amount by \$18,250 for a total contract amount of \$655,432.

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:

Your Board entered into a contract on February 5, 2001 with Campbell Geo, Inc. to remediate the former Figueroa Street Fueling Facility. Campbell Geo was redirected to begin remediation at Fire Station No. 31 which was given a higher priority than the former Figueroa Street Remediation site in mid-2004. Costs at the Figueroa Street site were averaging \$7,610 per month during the April-May-June billing periods. The remediation system was placed in semi-remission while County staff monitored groundwater quality at the site from July to the present. Groundwater impacts remain, but at lower concentrations than previous years.

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The site is ahead of budget with a fund balance of \$165,935, as of December 1, 2004. This amendment is to restore effort to the remediation system at the Figueroa Street site for full operation until the contract expires in July, 2005. The remediation system continues to operate in a cyclic period, and as of August 23, 2004, a total of 20,041,089 gallons of impacted groundwater has been recovered and treated.

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. This time period for this amendment covers the last 6 months of a two year contract amendment that commenced on July 1 2003 and expires on July 1, 2005.

The UST program is managed to have one to two consultants performing assessment/remediation based on competitive bid on County owned sites. The original contract (\$122,530) was awarded to Campbell Geo on February 5, 2001 following a competitive bid process. The contract was amended (\$86,797) on September 18, 2001 to perform unanticipated remediation of an MTBE plume at a fire station. The MTBE plume was stabilized, and another on-going scope of work was issued in a Request for Proposal in late 2001 to six consulting firms. Campbell Geo was the lowest bidder on two of four sites and another firm on the other two sites. Campbell Geo was awarded the contract by Amendment No. 2 (\$221,565) on January 22, 2002. Another on-going scope of work was developed for the sites as remediation continued at the end of FY2003. A third RFP was issued to 5 firms based in Santa Barbara and one in Ventura and Campbell Geo was again the lowest bidder on two of four sites, thus Amendment No. 3 (\$216,290) was issued. This last amendment (\$18,250) will bring the total contract amount to \$655,432.

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 former Figueroa Street Fueling Facility site is currently under budget with a fund balance of \$165,935, as of December 1, 2004. The General Services Department accounting codes for the Program are fund number 0030, departmental number 063, program number 1924, account number 8200, and project number F00203.

Special Instructions:

Please send the duplicate original Amendment and a Minute Order to Bill Tracy, Laboratory Manager, Public Works Department, Transportation Division.

AMENDMENT NO. 4
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Amendment to Agreement is entered into on the 25th day of January 2005, 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 January 22, 2001, 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. Proposal – Operation and maintenance of the Groundwater Remediation System, County of Santa Barbara Figueroa Street Fueling Facility, 118 East Figueroa Street, Santa Barbara, California, dated December 13, 2004.

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 A 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 _____, 2005, by the votes:

Original Contract Price: \$112,530.

Amendment No. 1: \$86,797.

Amendment No. 2: \$221,565.

Amendment No. 3: \$216,290.

Amendment No. 4: \$18,250.

Adjusted Contract Price: \$655,432.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to above referenced Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
Campbell Geo Inc.

By: _____
Deputy

By: _____
Tax ID Number:
License (CA): EG 1729

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

Dept. 063 Account 8200 Fund 0030 Program 1924

EXHIBIT A

STATEMENT OF WORK

Upon direction from the County, CONTRACTOR will perform twice weekly operation and maintenance of the soil and groundwater remediation system at the Figueroa Street Fueling Facility in Santa Barbara until the end of June, 2005.

CONTRACTOR will monitor and record system influent flow rates and volumes of recovery wells, adjust pump rates, when needed, monitor and maintain treatment parameters, sand rusted metallic surfaces, and paint, as needed, monitor vapor extraction blower, and related systems. Semi-annual lubrication and maintenance of equipment will be conducted, or as needed.

CONTRACTOR monitor and record system parameters, prepare a new system operation and maintenance manual, and place new well identification markings for all groundwater, air sparge, and vapor extraction wells.

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 **\$655,432**.
- 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** 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*): 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.....: 4
- K7. - Total Previous Amendments.....: \$524,652
- K8. - This Amendment Amount.....: \$18,250
- K9. - Revised Total Contract Amount.....: \$655,432
- K10. - Revised End Date.....: 07/01/05
- K11. Department Project Number.....: F00203

- B1. Is this a Board Contract (*Yes/No*).....: YES
- B2. Number of Workers Displaced (*if any*).....: 0
- B3. Number of Competitive Bids (*if any*).....: 0
- B4. Lowest Bid Amount (*if bid*).....: -
- 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.....:
- 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.....: Campbell Geo, Inc.
- V3. Mailing Address.....: 327-A.East Haley Street
- V4. City.....: Santa Barbara
- V5. State (two letter).....: CA
- V6. Zip (include +4 if known).....: 93101
- 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 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.