

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: 01/23/02
Department Name: Public Works
Department No.: 054
Agenda Date: 02/19/02
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Phillip M. Demery, Director
Public Works Department

Ron Cortez, Director
General Services Department

STAFF CONTACT: Bill Tracy, UST Program Manager
681-5694

SUBJECT: Addendum to Agreement for the Services of an Independent Contractor for Environmental Work Associated with the Leaking Underground Fuel Tank (LUFT) Program, 4415 Cathedral Oaks Road Yard, Second Supervisorial District

Recommendation(s):

That the Board of Supervisors approve and execute Amendment No. 2 to Agreement for Services of Independent Contractor (Padre Associates, Inc.) in the amount of \$195,610 which will increase the total contract amount to \$478,955.

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:

A Request for Proposal dated November 8, 2001 was submitted to six local remediation firms capable of performing the on-going remediation work. The lowest responsible bidder just recently filed for Chapter 11 bankruptcy, Padre Associates was the second qualified firm, another firm responded with a partial proposal and the remaining firms were non-responsive. The Road Yard site is one of the four sites that remain in remediation, and another firm Campbell Geo is operating the other three sites. The County recently remediated and closed the Foster Road Fueling facility site, and is planning to close another site.

The services provided by Padre have been excellent over the past 12 months. Padre was responsive to the needs of the County as they have a field office located near the site at 5951 Encina Road in Goleta. The LUFT Program is operated as an interdepartmental effort with the Public Works Department as the Program Manager and the General Services Department as the Accounting Manager.

This amendment will provide for the continuation of remediation through July 1, 2003. Padre has demonstrated their ability to effectively design, operate and maintain the remediation system at the Santa Barbara Road Yard. The tasks to be performed in this Amendment include:

Remediation system monitoring, sampling, adjustments, prepare quarterly and annual reports, coordinate transport and hook-up of catalytic/thermal oxidizer, activate natural gas line, permitting assist in preparing periodic community update documents. Implement recently enacted requirement for the Geotracker database mandated by the State.

Community Involvement and Details of the Remediation Effort

A Community hearing was held on May 16, 2001 in the vicinity of the site to update the Community on the efforts of the remediation project. The remediation effort at this site consists of soil vapor extraction and groundwater extraction. The proposed funding will allow for continued operation of groundwater extraction wells and the treatment capability of the remediation system.

Subcontractor Costs

The County saves funds by contracting directly with specific subcontractors and suppliers such as analytical labs, electricians, utility firms for power and other specialty suppliers.

Mandates and State Reimbursement:

The State of California mandates remediation of soil and groundwater contamination. Remedation is necessary to clean groundwater at, or near drinking water standards for potential human consumption. The County's position is to aggressively remediate groundwater impacts to restore groundwater for potential future use.

Fiscal Impact and Reimbursement:

The State of California has a clean-up fund to reimburse the County for clean-up costs based on a one-quarter cent (1/4) sales tax. The County received a reimbursement payment from the State Clean-Up Fund for \$442,000, on December 21, 2001. Other payments are forthcoming as costs are incurred.

Funds for this Agreement have been budgeted in Department 063, Account 8200, Fund 0030, Program 1924. All of the County's LUFT sites qualify for eventual reimbursement of all or part of these remediation costs from the State of California Underground Storage Tank Cleanup Fund. The original contract amount was

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\$186,825, and this amendment for \$195,610, when combined with the previous amendment of \$96,520, the revised total contract amount is \$478,955.

Special Instructions:

Return two (2) copies of the executed agreement to Bill Tracy, UST Program Manager, Public Works Department, Construction Section.

Concurrence:

County Counsel

Auditor

Risk Management

AMENDMENT NO. 2
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Amendment to Agreement is entered into on the 12th day of February, 2002, by and between:

Padre Associates, Inc.
Hereinafter "CONTRACTOR,"

And

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

WITNESSETH

WHEREAS, the parties hereto on the date of February 5, 2001, entered into the original 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 a second time:

NOW THEREFORE, the parties hereto agree to continue the previous terms and conditions with the exception of, 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 (RFP), Underground Storage Tank, Remediation of Soil and Groundwater, dated November 8, 2001, and letter of clarification from the County, dated November 16, 2001, and the response by Padre entitled: Request for Proposal (RFP), Underground Storage Tank, Remediation of Soil and Groundwater, dated November 19, 2001 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, 2003 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 assigned by the County.

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 _____, 2002, by the votes:

Original Contract Price: \$186,825.

Amendment No. 1: \$96,520.

Amendment No. 2: \$195,610.

Adjusted Contract Price: \$478,955.

AYES:

NOES:

ABSENT:

COUNTY OF SANTA BARBARA

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

Chair _____
Board of Supervisors

BY: _____

APPROVED AS TO FORM:
P. ANDREA SMUTZ
Risk Manager

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis
Auditor-Controller
Board Contract Number: BC -01-146

BY: _____
Deputy

BY: _____
Deputy

APPROVED AS TO FORM:
Stephen Shane Stark
County Counsel

Contractor Padre Ass.

CEG License No. 1950

IRS No. 77-0444582

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 property at 4415 Cathedral Oaks Road, Santa Barbara. 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.

CONTRACTOR may prepare Requests for Proposals for contracts for remediation, help negotiate contracts, and oversee 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 keep remediation system in continuous operation as is possible.

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 **\$478,955**.
- 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 five percent (5%). 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-01-146

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 Year : 2002/2003
- D2. Budget Unit Number : 063
- D3. Requisition Number :
- D4. Department Name : PUBLIC WORKS/GENERAL SERVICES
- D5. Contact Person..... : Bill Tracy/Brian Gilbert
- D6. Phone : X5694/3003

- K1. Contract Type (check one): Personal Service Commodity Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose LEASE
- K3. Original Contract Amount..... : \$186,825
- K4. Contract Begin Date February 5, 2001
- K5. Original Contract End Date January 15, 2002
- K6. This Amendment Number : 2
- K7. - Total Previous Amendments : \$96,520.
- K8. - This Amendment Amount : \$195,610
- K9. - Revised Total Contract Amount..... : \$478,955
- K10. - Revised End Date : 07/01/03
- 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) :2
- 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 :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 : Padre Associates
- V3. Mailing Address..... : 5450 Telegraph Road, Suite 101
- V4. City : Ventura
- V5. State (two letter) : CA
- V6. Zip (include +4 if known) : 93003
- V7. Telephone Number..... : (805) 644-2220
- V8. Vendor's Federal Tax ID Number (EIN or SSN): 77-0444582
- V9. Contact Person..... : Mr. Jerome Summerlin, Principal
- V10. Workers Comp Insurance Expiration Date :
- V11. General Liability Insurance Expiration Date..... :
- V12. Professional License Number..... : #CEG 1950
- V13. Verified by..... : Bill Tracy
- V14. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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