

AMENDMENT ONE TO CONSULTANT AGREEMENT
BETWEEN THE COUNTY OF LAKE AND SCS ENGINEERS
FOR CONSTRUCTION QUALITY ASSURANCE SERVICES FOR
EASTLAKE LANDFILL EXPANSION PHASE ONE CELL CONSTRUCTION PROJECT

THIS AMENDMENT ONE TO AGREEMENT is made this _____ day of _____, 2025, by and between the County of Lake, hereinafter referred to as "COUNTY", and SCS Engineers, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY previously identified the need for professional construction quality assurance services in support of the planned Phase One Cell Construction Project at the Eastlake Sanitary Landfill ("Project"); and

WHEREAS, COUNTY and CONSULTANT have entered into an Agreement dated March 12, 2024, to provide construction quality assurance services for the Project; and

WHEREAS, additional services are required to ensure proper construction quality assurance for the Project; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said services; and

WHEREAS, Article XIV, MODIFICATION, of said Agreement allows the Agreement to be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY and CONSULTANT now desire to amend said Agreement to complete the necessary work for the Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE I, SECTION A, of CONSULTANT'S RESPONSIBILITIES is hereby modified to read as follows:

"A. CONSULTANT shall perform the services described in Proposal for Construction Quality Assurance Services, Exhibit "A", dated January 29, 2024; and Proposal Amendment for Additional Construction Quality Assurance Services, Exhibit "B", dated December 6, 2024, as if fully set forth herein."

2. ARTICLE V, SECTION C, of COMPENSATION AND TERMS OF PAYMENT, is hereby modified to be read as follows.

"C. COMPENSATION: The COUNTY agrees to pay CONSULTANT a not-to-exceed sum of five hundred seventy seven thousand four hundred seventy eight dollars (\$577,478.00), including cost of labor and expenses, to perform the professional services provided by this agreement and as presented in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein. Total payments to CONSULTANT shall not exceed said sum, in total or as budgeted by task in Exhibit "A" and Exhibit "B", without prior written authorization by COUNTY and formal Amendment to this Agreement."

3. Exhibit "B", attached hereto, is hereby added to the Agreement.

COUNTY and CONSULTANT have executed this Amendment One to Agreement on the day and year first written above.

COUNTY OF LAKE:

Chair, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk of the Board
of Supervisors

By: _____

CONSULTANT:



SCS Engineers
DATE SIGNED: DECEMBER 24, 2024

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By:  _____

December 6, 2024
Project No. 01214263.18

Lars Ewing, Director
County of Lake Public Services Department
333 Second Street
Lakeport, CA 95453

Subject: Contract Amendment #1 to Consultant Agreement Between the County of Lake and SCS Engineers for Construction Quality Assurance (CQA) Services for the Eastlake Landfill Phase One Cell Construction Expansion Project (SCS Project No. 01214263.18)

Dear Mr. Ewing

SCS Engineers (SCS) is submitting this first contract amendment (CO1) for the subject line project and contract (Phase 1 CQA Contract) which is based on the scope of work (SOW) presented in the SCS proposal File No 010883223 dated January 29, 2024. As you know this project has extended well beyond the original contract schedule and costs due to the following three primary factors:

1. Delayed approval to construct from the Central Valley Regional Water Quality Control Board (CVRWQCB).
 - a. This delayed the start of liner system installation by 6-weeks.
2. Addition of an underdrain system to the construction scope of work.
 - a. This added 2 weeks to construction requiring 12-days of additional full time onsite CQA monitoring and materials conformance testing. **SCS was able to absorb the additional conformance testing costs within the originally budgeted SOW, no additional costs required.**
 - b. This also required a major revision to the design report slope stability analysis that was not anticipated in the original SOW. **SCS was able to absorb the additional slope stability engineering service costs within the originally budgeted SOW, no additional costs required.**
3. Contractor related cost increases
 - a. Delays in starting construction of the primary liner due to delays in GCL delivery. This added ~2-weeks to construction time.
 - b. Long work days and work weeks causing increased overtime hours from the assumed allotment in the SOW.
 - c. Sundays worked and cancelled site visits. REGE required our CQA Monitor to work two Sundays, and cancelled two visits resulting in additional costs.



- d. Insufficient liner material purchased for completion of southwest slope area. SCS raised the issue with contractor many weeks ahead of time, but the contract chose to wait until onsite material was nearly depleted to order more material. This delayed construction by 3-weeks. This also required additional conformance testing for the various liner materials that was not accounted for in our original budget.

The following is a brief summary of the out of scope work performed and their associated costs to complete in relation to the above factors.

1. Task 1 – CQA Program Management and Certification Services

- a. The SOW assumed a 15 week construction period, with 2.5-week of pre-construction administration and 2.5-week of post construction administration commencing on the preconstruction meeting, which was held on April 1, 2024.
- b. The project concluded on November 17, 2024, adding an additional 13 weeks of Task 1 services.
- c. Our proposal assumed 312 Hours and 19 in-person meetings for the CQA Officer.
 - i. As of project completion on November 17th, our CQA Office has spent 425.5 Hours and conducted 25 site visits, or 113.5 hours over the hours assumed in the SOW and 6 additional site visits.

ii. BUDGET INCREASE REQUEST:

- 1. Using the rates shown on our SOW, this equates to an additional \$23,032.50 in expenses were required to complete the project.

- d. Our proposal assumed 140 Hours and 5 in-person meetings for the CQA Manager and Certifying Engineer.
 - i. As of project completion on November 17th, our CQA Office has spent 175.5 Hours and conducted 8 site visits, or 35.5 hours over the hours assumed in the SOW and 3 additional site visits

ii. BUDGET INCREASE REQUEST:

- 1. Using the rates shown on our SOW, this equates to an additional \$14,075.45 in expenses were required to complete the project.

- e. Our proposal assumed a \$10,000 allowance for the slope stability engineer to assist with addressing any slope stability concerns issued by the Water Board. As you know the demands from the Water Board on this issue throughout the project plenty. The abundant requests from the water board resulted in an excess cost.

i. BUDGET INCREASE REQUEST:

- 1. Additional costs incurred by the slope stability engineer are \$4,745.30.

2. Task 2 – CQA Program Implementation Services

- a. CQA Monitoring Time:
 - i. The SOW assumed a 15-week construction period starting on April 22, 2024. Construction on this project concluded on November 17, 2024, adding an additional 15 weeks of Task 2 services.

- ii. The SOW assumed 18 days of CQA Monitor part time onsite presence assumed to be 5-hours each part time day. The SOW assumed 72 days of CQA Monitor full-time onsite presence 6-day weeks at 11-hours per day, with overtime being paid at time over 8-hours/day or 40-hours/week. Full time hours were assumed to cover 10-hours onsite and 1-hour offsite each day for travel and materials handling. Task 2 assumed a total of 666 regular hours and 216 overtime hours for the onsite CQA Monitor. In addition, the SOW assumed 72 days of per-diem.
- iii. There was also a cost variance due to applying prevailing wage rates to the CQA Monitor's onsite worked hours. This resulted in a \$20,981.50 increase in costs over the duration of the project.
- iv. At project completion on November 17, 2024, our CQA Monitor spent 1,082.5 regular hours (416.5 hours over budget), 520 overtime hours (304 hours over budget), and 117 Days of per diem (45-days over budget).

v. BUDGET INCREASE REQUEST:

- 1. **Using the rates shown on our SOW, this equates to an additional \$159,967.05 in expenses required to complete.**

b. Materials Testing

- i. Our original SOW included many material testing provisions. This project required many additional materials tests related to the underdrain and the additional materials needed to complete the southwest slope. Much of this cost SCS was able to absorb within our contracted budget, however, SCS did incur some testing costs that could not be absorbed.

ii. BUDGET INCREASE REQUEST:

- 1. **The additional testing services provided under Task 2 require an additional \$2,785.**

3. Task 3 – Construction Certification Report

- a. The CVRWQCB and the County agreed that we would provide two milestone versions of the final certification report and weekly status reports to the CVRWQCB for review and comment. Our SOW only assumed the preparation of one report to be provided at the end of the project. This addition has resulted in additional hours by the SCS CQA Officer and CQA Manager to prepare the reports and address weekly comments from the CVRWQCB reviewer.

b. BUDGET INCREASE REQUEST:

- i. **SCS estimates the additional services provided under Task 3 require an additional \$5,000.**

4. Out of Scope Requests

- a. The County has requested that SCS include in this change order request the following out of scope provisions:
 - i. Site visit by Senior Engineer to meet with the Water Board.

- 1. **BUDGET INCREASE REQUEST: \$3,600**

- ii. Budgetary allowance to respond to Water Board comments to the CQA Report

- 1. BUDGET INCREASE REQUEST: \$7,500

- 5. Remaining SOW Budget

- a. The original SOW budget has \$51,434.04 dollars remaining in our budget, much of which is allocated in our budget for various testing, shipping, and materials handling that was not used during construction. As our SOW is written these dollars are designated for use for these tests.

- b. BUDGET REALLOCATION REQUEST:

- i. SCS requests that this excess \$51,434.04 be allowed to be reallocated for general labor or per-diem billing to offset the overall cost of this change order request.

COMPENSATION

Based on the justifications and backup information provided, SCS is formally requesting authorization to increase our contract budget by \$220,705.30. However, if the County permits reallocation of the remaining contracted budget of \$51,434.04, then SCS will only require an additional \$169,271.26 in total to cover our costs to complete the project, including the requested out of scope services.

CLOSING

Please do not hesitate to contact Michael Bradford at 602-826-9398 if you have any questions or require additional information for any aspect of this amendment request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MBAD', with a long horizontal stroke extending to the right.

Michael Bradford, PE
Senior Director
SCS Engineers

MB