

AMENDMENT ONE TO CONSULTANT AGREEMENT
BETWEEN THE COUNTY OF LAKE AND SCS ENGINEERS
FOR ENGINEERING DESIGN SERVICES FOR PHASE ONE OF THE
EASTLAKE LANDFILL EXPANSION PROJECT

THIS AMENDMENT ONE TO AGREEMENT is made this _____ day of _____, 2022, by and between the County of Lake, hereinafter referred to as "COUNTY", and SCS Engineers, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY has identified the need for professional services in support of the planned expansion of the Eastlake Sanitary Landfill; and

WHEREAS, pursuant to COUNTY policy, proposals were solicited for said services and a Consultant Selection Board determined CONSULTANT to be the most qualified; and

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated November 23, 2021, to provide professional services in support of the planned expansion of the Eastlake Sanitary Landfill; and

WHEREAS, additional services are required to prepare construction specifications and geogrid stabilization design; and

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

WHEREAS, Article XIV, MODIFICATION, of said Agreement allows that matters concerning scope of services which affect the agreed price may only 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.

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 Engineering Design Services, Exhibit "A", dated October 5, 2021; and Proposal Amendment for Additional Professional Services, Exhibit "B", dated May 26, 2022, 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 stipulated sum not-to-exceed two hundred fifty nine thousand four hundred dollars (\$259,400.00), 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 the stipulated 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. ARTICLE VI, TERM, is hereby modified to be read as follows.

"This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2024, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided."

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

COUNTY OF LAKE:

CONSULTANT:

Chair, Board of Supervisors

SCS Engineers

ATTEST: SUSAN PARKER
CLERK OF THE BOARD
OF SUPERVISORS

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

May 26, 2022
File No. 01214263.16

Mr. Lars Ewing
Lake County Public Services Department
333 North Second Street
Lakeport, California 95453

Subject: **Proposal Amendment for Additional Professional Services
Phase 1 Construction Documents – Landfill Expansion
Eastlake Sanitary Landfill, Lake County California**

Dear Mr. Ewing:

SCS Engineers (SCS) is submitting this proposal amendment to provide additional professional services for Phase 1 of the landfill expansion of the Eastlake Sanitary Landfill, Clearlake, California (Landfill). You have requested that SCS prepare contract specifications, in addition to our current contracted tasks described in current contract dated November 23, 2021. This proposal also included additional engineering services for the design of the geogrid reinforced slopes for the steep perimeter haul road section as discussed in our monthly conference call on May 16, 2022. The following is a scope of work to provide the requested additional services.

SCOPE OF WORK

Task 2b Addendum – Prepare Contract Specifications

SCS will prepare a set of contract specifications as defined by MasterFormat Division 1 – General Requirements, in addition to the already contracted construction specifications used in the construction of Phase 1. The Division 1 specifications are anticipated to include the following sections:

- Summary of Work.
- Start Up
- Project Meetings.
- Surveying
- Project Records
- Health and Safety.
- Submittals.
- Measurement and Payment.
- Construction Quality Control
- Quality Control Testing
- Cleaning and Cleanup
- Temporary Facilities and Controls.
- Storage and Protection of Material
- Project Closeout.



This task includes one revised submittal based on County corrections requested. Additional revisions can be provided at an additional fee with prior approval.

Additional Task 2g – Geogrid Stabilization Design

SCS will prepare a set of contract drawings for the geogrid stabilization design for the steep section of the perimeter haul road along the eastern Phase 1 and Phase 2 boundaries. The design drawings will include:

- Design and Construction Notes
- Plan View
- Elevation view
- Typical Cross Section
- Typical Details and Installation Details

The design will include evaluation of static and seismic (if applicable) limit states for the following scenarios:

- Internal and Compound Stability
- External Stability (i.e. base sliding)

This task includes one revised submittal based on County corrections requested. Additional revisions can be provided at an additional fee with prior approval.

SCHEDULE AND COST ESTIMATE

SCS will provide the above scope of services for a not-to-exceed cost of \$7,400, to be billed on a time-and-materials basis. A worksheet with estimated staff hours and hourly rates is provided in **Attachment 1**. The Division 1 specifications and geogrid stabilization design will be completed in accordance with the schedule detailed in the November 23, 2021 contract agreement.

CONTRACT TERMS AND CONDITIONS

The work will be performed in accordance with our existing agreement with the County dated November 23, 2021. We propose to submit monthly invoices on a time and materials basis with hourly rates as shown in **Attachment 1**.

CLOSING

If you have any questions regarding this submittal or desire any additional information, please contact the undersigned

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Pelikan".

Daniel J. Pelikan, E.I.T.
Senior Project Professional
SCS Engineers

A handwritten signature in blue ink, appearing to read "Michael Bradford".

Michael Bradford, P.E.
Senior Project Manager
SCS Engineers

Attachment 1

Cost Estimate - Engineering Services
Phase 1 Design Documents, Eastlake Landfill Addendum, Clearlake, California

5/25/2022

| SCS PERSONNEL | Task 2b Addendum | Task 2g | Total | Rate, \$/hr | Amount, \$ |
|---|-----------------------------|---------------------------------|-------|---------------------------------|-------------------|
| | Division 1 Specfications | Geogrid Stabilization Design | | | |
| Project Director | 2 | 2 | 4 | 277 | 1,108 |
| Senior Project Professional | 8 | 4 | 12 | 204 | 2,448 |
| Project Professional | 1 | 0 | 1 | 158 | 158 |
| Clerical/Administrative | 1 | 1 | 2 | 124 | 248 |
| Total Personnel (Hours): | 12 | 7 | 19 | | |
| Total Personnel Per Task (\$): | 2,468 | 1,494 | | Total, SCS Personnel: | \$3,962 |
| OTHER DIRECT COSTS (ODC) | | | | | Amount, \$ |
| Subcontractor - Tensar (Geogrid Design) | | \$3,000 | | | |
| Subtotal ODC (\$) | | \$3,000 | | | |
| Admin (15% ODC) | | \$450 | | | |
| Total Cost per Task (\$): | \$2,468 | \$4,944 | | Subtotal | \$7,412 |
| Total Cost per Task (\$, rounded) | \$2,500 | \$4,900 | | TOTAL BUDGET ALLOCATION: | \$7,400 |