

AMENDMENT NO. 2

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

AGREEMENT DATED NOVEMBER 20, 2019

BETWEEN CITY OF CHICO
AND

GEOCON CONSULTANTS, INC.
Provider

GEOTECHNICAL SERVICES FOR THE CHICO MUNICIPAL AIRPORT
Project Title

312-000-8801/45052-312-4150
Budget Account No.

THIS SERVICE PROVIDER AGREEMENT AMENDMENT (Amendment) is entered into on November 9, 2021, between the City of Chico, a municipal corporation under the laws of the State of California (City), and Geocon Consultants, Inc, (Provider). On November 20, 2019, City and Consultant entered into "City of Chico - Service Provider Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

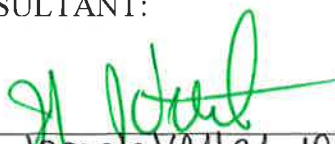
1. The term of this Service Provider Agreement from November 20, 2020 to November 20, 2021 shall be extended for a period of one-year, terminating on November 20, 2022. City may, in its sole discretion, terminate the Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Provider. In this latter event, Provider shall be entitled to compensation for all services performed for City to date of such termination.
2. Exhibit B is hereby superseded and replaced by revised Pages B1-R2 through B3-R2 attached hereto.
3. Exhibit C is hereby superseded and replaced by revised Pages C1-R2 through C2-R2 attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

CITY:



Mark Orme, City Manager*

CONSULTANT:


By: Joseph Vetter 10/26/2021
Title CEO

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*


*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Robert Murdoch, Interim Public Works
Director, Engineering

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AMENDED
EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Amendment No. 2 items in bold:

Scope of Services - Basic

The Provider shall perform the following services:

Task 1A – Groundwater Monitoring

As specified in the Operations and Maintenance (O & M) Manual dated June 28, 2016, and in accordance with the Consent Decree, Provider shall perform groundwater monitoring using the 30 site-related wells on a semi-annual basis. The samples shall be collected using passive diffusion bags (PDBs) installed in each well. The O & M Manual will be included in the contract and adhered to for this project.

This task consists of sampling and testing groundwater twice a year to include the following:

- Purchasing 35 laboratory-filled PDBs for two semi-annual sampling events. A total of 70 PDBs shall be purchased for this subtask. The 35 PDBs for each event shall be utilized as follows: 30 shall be used for collecting primary well samples, two for duplicate samples, one PDB water blank, and two for use as replacements in case of breakage.
- Measuring the depth to water and total well depth of each of the 30 monitoring wells during each sampling event.
- Removing and sampling the PDBs that were previously installed in the 30 monitoring wells.
- a) Decant the groundwater from the PDB's into laboratory provided containers which will be sealed, labeled and placed in a chilled cooler and transported to the lab using chain-of-custody (COC) protocol.

Task 1B – Laboratory Analysis for Groundwater Samples

Provider shall contract with Eurofins Calscience for laboratory analysis of groundwater samples. Eurofins Calscience has been analyzing the groundwater samples for the project in accordance with the Field Sampling and Laboratory Analysis Plan (FSLAP) since 2003. They are accredited by the California State Water Resources Control Board's under their Environmental Laboratory Accreditation Program and the National Environmental Accreditation Program.

Eurofins Calscience shall analyze each groundwater sample for volatile organic compounds (VOCs) following EPA Test Method 8260B. Provider shall assume that Eurofins will analyze 33 samples for each semi-annual event.

Task 2A – O & M for Two Groundwater Treatment Systems

Under this task, Provider shall perform the following activities for the O&M of the BCVE-1 GWETS and BCV-27 GWETS.

- Performing quarterly inspections of each GWETS. As the schedule allows, the O&M visits shall be performed simultaneously with the well sampling events described in task 1A. Each of these inspections shall consist of: recording the system totalizer reading, estimating the well pumping rate, cleaning the particulate trap, measuring the water depth in each system's extraction well, assessing the optimal well pumping rate based on the water level data, checking the above ground piping and carbon vessels for leakage; and testing the compound components (e.g. sump pump, high-level switches, emergency shutoff switch) for proper operation. Provider shall analyze flow data and adjust the system, as necessary.
- During each quarterly O&M event, Provider shall collect water samples from the influent, midpoint, and carbon vessel effluent sample ports and have them analyzed for VOCs by EPA Method 8260B. Services shall include collecting one duplicate and one travel blank during each visit. The samples will be collected directly from the system ports into laboratory provided container and submitted to the lab under COC protocol.
- One Carbon Canister change out of 1,000 pounds of carbon for each system including the transport and recycling of used carbon.
- Maintaining and repairing each system due to normal wear-and-tear.

Provider shall also assume that some maintenance and repair shall be required for each system due to normal wear-and-tear. Provider included \$2,300 in the cost estimate to cover these repairs. If significant repairs are required, Consultant shall request separate authorization prior to performing the repair work.

Task 2b – Laboratory Analysis for Treatment System Samples

- Consultant shall contract with Eurofins Calscience to analyze the GWETS influent, midpoint, and GAC effluent water sample for VOCs following EPA Test Method

8260B. Consultant shall assume that Eurofins shall analyze eight water samples per quarterly event.

Task 3 – Reporting and Project Management

- Provider shall prepare semi-annual monitoring reports which shall include a summary of field activities and methods, tabulated groundwater elevation and analytical data, groundwater elevation maps, and concentrations maps. Provider shall also prepare trend plots for the contaminants of concern and update the O&M Manual as requested in the RFP. The report should also include an executive summary. Provider shall provide all revisions to the reports to achieve an approved status from the State of California.
- Provider shall use the Field Forms in the O & M Manual.
- This task shall include general project management including personnel and task management, subcontractor invoices, vendor invoices, quality assurance and quality control checks, and communications.

Amendment No. 2 in bold:

Completion Schedule

The Provider shall complete all services outlined herein in compliance with the following schedule:

The following table shows the proposed schedule to accomplish all required project tasks.

<i>Task</i>	<i>Due Date</i>
Task 1	October 31, 2020 October 31, 2022
Task 2	October 31, 2020 October 31, 2022
Task 3	February 28, 2021 February 28, 2023

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AMENDED

EXHIBIT C

COMPENSATION

Amendment No. 2:

Compensation for services shall be in accordance with the schedule of hourly rates. Total maximum compensation for the services outlined herein shall not exceed ~~\$80,192.42~~ ~~\$163,837.96~~ **\$244,953.50**.

Compensation shall be based upon actual invoices received and shall be paid according with the completion of each task.

TASK 1a - Field Activities: Collect groundwater samples (PDBs) from 30 wells during 2 semi-annual events which includes sampling supplies and Passive Diffusion Bags (pre-filled with deionized water)

*Task 1a Subtotal: \$16,652.15+\$17,361.35+**\$17,361.35***

TASK 1b – Laboratory Analysis for Monitoring Well Sampling (Eurofins Calscience) (Includes 2 duplicates and 1 blank sample)

*Task 1b Subtotal: \$6,632.00+\$6,632.00+**\$6,632.00***

*Task 1 Total: \$23,294.15+\$23,993.35+**\$23,993.35***

TASK 2a – Field Activities: Groundwater Treatment System O&M during four quarterly events, carbon change outs, system repair

*Task 2a Subtotal: \$24,844.05+\$24,844.05+**\$24,844.05***

TASK 2b – Laboratory Analysis for O&M Sampling (Eurofins Calscience) (includes inf/eff/mid for 2 systems for 4 events, one blank and dup per event)

*Task 2b Subtotal: 3,504.00+\$3,504.00+**\$3,504.00***

*Task 2 Total: \$28,348.05+\$28,348.05+**\$28,348.05***

TASK 3 – Reporting 2 semi-annual reports and update O&M Manual. Project Management

Task 3 Total: \$21,260.00+\$23,700.00+\$21,400.00

Task	Description	Original Agreement	Amendment No. 1	Amendment No. 2	Total
1	Groundwater Monitoring	\$23,294.15	\$23,993.35	\$23,993.35	\$71,280.85
2	System O&M	\$28,348.05	\$28,348.05	\$28,348.05	\$85,044.15
3	Reporting & Project Management	\$21,260.00	\$23,700.00	\$21,400.00	\$66,360.00
	TOTAL	\$72,902.20	\$76,041.40	\$73,741.40	\$222,685.00
	10% Contingency	\$7,290.22	\$7,604.14	\$7,374.14	\$22,268.50
	GRAND TOTAL	\$80,192.42	\$83,645.54	\$81,115.54	\$244,953.50

For each succeeding 12-month term of this Agreement, the Provider may request the City to adjust the compensation rate(s) during such term. The Provider's request for such an adjustment shall be filed with the City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by the City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require the City to make any adjustment therefor in response to the Provider's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Provider's documented costs exceed 7.5 percent.

Geocon Consultants, Inc.
Hourly Rate Schedule

<u>Labor</u>	<u>Rate/Hour</u>
Principal	\$235.00
Senior Geologist	\$165.00
Project Geologist/Scientist	\$135.00
Staff Scientist	\$115.00
Field Technician	\$100.00
Drafting	\$ 90.00
Word Processing/Production	\$ 80.00
<u>Expenses</u>	
Mileage	\$ 0.58/mile
Per Diem	\$200.00/day
Sampling Supplies	\$300.00/each
Passive Diffusion Bags	\$ 27.50/each
Laboratory Subcontractor – VOC's	\$ 80.00/each
Equipment Replacement (normal wear)	\$2,000.00/Lump