

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SCA ENVIRONMENTAL INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 4th day of December, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SCA Environmental, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Destructive Hazardous Materials Sampling services on August 30, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Section 3 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO-HUNDRED THOUSAND DOLLARS (\$200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Original Exhibit A is replaced with Revised Exhibit A, (rev. 12/3/18).
3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 12/3/18).
4. **All other terms and conditions of the agreement dated October 31, 2017, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Contractor Signature

12/5/18

Date

Christina Codemo, President

Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Subsurface Soil and Groundwater Sampling Investigation

- I. Project Planning

A drilling application and fee will be required. Contractor will prepare the application and pay the initial fee (\$797) to the County of San Mateo Environmental Health. Note that additional charges by the regulatory agency for review of documents, meetings, inspection services etc. may apply pending findings or depending on drilling times. The County will be responsible for additional hourly charges billed by these agencies, as required for the project. Contractor has assumed up to 2 hours of Consultant time for teleconferences, meetings, etc. to address any comments from the Project Team or County regarding the work plan or findings.
- II. Soil and Groundwater Sampling

The following tasks will be completed by Contractor's team of Environmental Scientists and Engineers. The County will be responsible for coordinating access to the site during the sampling project.

 - a. Contractor will obtain all required permits to perform the sampling activities for the project.
 - b. Underground Service Alert (USA) will be notified a minimum of 72 hours prior to commencing subsurface sampling activities of the proposed boring locations.
 - c. Contractor will also retain a private locating company to screen potential boring locations prior to commencement of field work.
 - d. Contractor will retain a State-licensed Drilling Subcontractor to advance borings at the site as described in the following sections.
 - e. Contractor will supervise the drilling activities and collect soil (SB1-4) and groundwater (GW1) samples to be collected at the approximate locations.
 - f. Contractor will backfill all borings with neat cement grout to the top of existing grade.
 - g. Contractor will submit samples to an ELAP-accredited laboratory for the analyses described in the sections that follow. Results will be available on a 7-10 day turnaround time from laboratory receipt.
 - h. All cuttings and waste will be drummed on site. Samples will be collected of waste for profiling. Once results are obtained, they will be forwarded to evaluate offsite disposal at an accepting landfill facility. For the investigation described herein, anticipated drummed cuttings and waste is minimal (less than one drum of soil and less than one drum of decon water).
- III. Discrete Sampling

Contractor proposes to advance four (4) borings to collect discrete samples to evaluate soil conditions at the site for existing conditions. Contractor will collect 2 samples in each boring at 2 feet and 4 feet below ground surface (bgs), for a total of 8 samples. The samples will be analyzed by the following methods at an independent State-certified ELAP laboratory on a 7-10-working day turnaround time.
- IV. Groundwater Sampling

Anticipated groundwater flow direction is estimated to the northwest, and groundwater is estimated at approximately 5 feet below ground surface. Contractor will also collect one (1) grab groundwater samples (GW1) on the southeast area of the site. Samples will be collected and analyzed for the following on a 7-10 day turnaround time.
- V. Waste Management

All soil cuttings and waste will be drummed onsite. To determine if the composite

drummed materials would be classified as hazardous waste for disposal, Contractor will collect samples of the drummed soils for analysis by 8260, 8015M, CARB 435, and 6010, for waste characterization. Contractor will complete a waste profile for the drums, submit the profile to the disposal facility for approval, and coordinate pickup and disposal of the waste following sampling at the site. Contractor's estimate assumes disposal of all soils and purge water as non-hazardous waste. Additional fees are required for disposal coordination of hazardous waste.

VI. Timeline

Task	Activity	Location	Date/Duration
A.	Utility demarcation & utility clearance	Throughout site	TBD/1 day
B.	Advance soil borings	Throughout site, 4 locations	TBD/1 day
	Sample soil at each boring	Throughout site, 4 locations	TBD/1 day
	Grout borings	Throughout site, 4 locations	TBD/1 day
C.	Advance groundwater boring	Throughout site, 1 location, estimated 5 feet bgs	TBD/1 day
	Sample groundwater	Throughout site, 1 location	TBD/1 day
	Grout borings	Throughout site, 1 locations	TBD/1 day
D.	Transport non-hazardous drums of soil to disposal site	Appropriate facility (pending receipt of laboratory results)	TBD/1 day

VII. Reporting

Contractor will provide a report summarizing the methodology and findings of the investigation within 4 weeks after receiving the analytical data. The report will include an interpretation of results, copies of laboratory data, and figures showing sample locations. The report will also be reviewed by a licensed Professional Engineer. The report will be submitted to the County in PDF format.

Preparation of an Asbestos Dust Mitigation Plan (ADMP)

Contractor will provide the expertise of a Professional Engineer, Certified Industrial Hygienist and Certified Asbestos Consultant to prepare an ADMP to comply with CARB's ATCM for Construction, Grading, Quarrying and Surface Mining Operations. The plan will discuss the following dust emissions sources, as required by Bay Area Air Quality Management District (BAAQMD).

- Track-out onto the paved public road;
- Active storage piles;
- Inactive disturbed surface areas and storage piles;
- Traffic on unpaved on-site roads;
- Earthmoving activities;
- Off-site transport of materials; and
- Post-project stabilization of disturbed soil surfaces.

In addition, the ADMP will include an Asbestos Air Monitoring Plan with recommended action and stop work levels for asbestos per the requirements of the ADMP (to be approved by BAAQMD).

The document will be prepared and reviewed by a licensed Professional Engineer and Certified Asbestos Consultant (CAC). This proposal assumes one round of review by the County will be required prior to submittal of these documents to the BAAQMD. We also have included costs herein to complete one round of revisions to address any BAAQMD comments. Additional revisions that may be required will be completed for an additional fee.

Note that Contractor will rely on the County to supply excavation plans and construction documents, if requested by the BAAQMD.

The draft Plan will be submitted to the County for review. Pending receipt of comments, Contractor will provide a final Plan within one week of receipt of comments. The report will be submitted to the BAAQMD on behalf of the County in PDF format in conjunction with the:

- application fee (\$535) and
- Air Monitoring Processing Fee of \$4753.

Payment of fees in excess of the above-listed fees is excluded from this proposal. Note that additional fees may be required for review /inspections charged by BAAQMD for their personnel (est. \$140/hour).

As-Needed Environmental Consultation Services

Contractor has included up to 8 hours of additional consultation services for the project. Scope of services will be provided on an as-needed basis and may include review of additional client provided documents, participation in teleconferences, attendance at meetings, etc.

Naturally Occurring Asbestos Fenceline Asbestos Air Quality Monitoring Services

1. Up to two (2) mobilizations/Demobilizations of equipment for monitoring.
2. Fenceline Air Quality Monitoring (FAQM) for 15 standard shifts – provide the services of an Environmental Scientist, under the direction of a Certified Industrial Hygienist (CIH), to collect 3 daily fenceline air quality samples based on the modified-AHERA method as required by CARB/BAAQMD. Contractor shall also monitor on site work dust control activities and measures employed by the subcontractor.
3. These samples will be analyzed at a laboratory accredited by the National Institute of Science and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for CARB-modified AHERA TEM analysis of asbestos air samples.
4. Samples will be rush-delivered to the laboratory daily with the verbal results made available by 4 pm the following business day, pending laboratory availability.
5. Contractor shall generate a 1-page daily summary report for distribution to all parties involved. Laboratory results will be included as an attachment.
6. Contractor shall also provide as-needed consultation services to the County as required. Contractor has assumed up to 16 hours of consultation services for this phase, to be billed on a time and materials basis.

Task 1: Fenceline Air Quality Monitoring

Contractor shall provide air quality monitoring shifts for the project. Contractor shall prepare a Soil Management Plan for the County Environmental Health Groundwater Protection Program (GPP) and provided technical consultation services for the project. In addition, Contractor shall continue to provide additional FAQM monitoring to comply with the conditions of the ADMP and technical consultation services to the County, as needed.

Task 2: Fenceline Air Quality Monitoring

1. Fenceline Air Quality Monitoring (FAQM) for an additional 15 extended (10-hour) shifts – provide the services of an Environmental Scientist, under the direction of a Certified Industrial Hygienist (CIH), to collect 3 daily fenceline air quality samples based on the

- modified-AHERA method as required by CARB/BAAQMD. Contractor shall also monitor on site work dust control activities and measures employed by the Contractor.
2. These samples will be analyzed at a laboratory accredited by the National Institute of Science and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for CARB-modified AHERA TEM analysis of asbestos air samples.
 3. Samples will be rush-delivered to the laboratory daily with the verbal results made available by 4 pm the following business day, pending laboratory availability.
 4. Contractor shall generate a 1-page daily summary report for distribution to all parties involved. Laboratory results will be included as an attachment.

Task 3: Technical Consultation Services

Contractor shall provide up to 20 hours of technical consultation services for the project included, but not limited to, teleconferences, meetings, site visits, in-person consultations with regulatory agencies (BAAQMD, GPP, etc.).

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Total contract amount shall not exceed \$200,000. Payment shall be made upon completion of task.

Task: Subsurface Soil and Groundwater Sampling Investigation	
Permitting, Fees, HASP, Consultation & Project Management	\$3,417
Borehole Marking & Utility Survey	\$3,540
Field Sampling, Drilling, Equipment, Waste Disposal	\$9,225
Analytical Testing Program	\$9,649
Reporting	\$5,430
Task Subtotal	\$31,261
Task: Preparation of ADMP	
Preparation of ADMP	\$4,250
ADMP Application Prep & Processing	\$500
ADMP Application Fee	\$535
ADMP Air Monitoring Processing Fee	\$4,753
Task Subtotal	\$10,038
Task: Additional Consultation Services	\$1,600
Task: As-Needed Environmental Consultation Services	
Mob/Demob of Equipment	\$2,280
Standard Shift FAQM	\$29,250
Consultation Services	\$3,200
Task Subtotal	\$34,730
Task 1: Additional FAQM Monitoring	\$29,950
Task 2: 15 FAQM Shifts	\$33,600
Task 3: Consultation Services	\$4,000
As Needed Additional FAQM Monitoring	\$54,821
Grand Total	\$200,000