

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 2025

Amendment#: 1

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND Fortistar Methane Group

THIS 1st AMENDMENT ("Amendment") is made and entered into this 20th day of March, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and Fortistar Methane Group, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4. Compensation and Payment of Contract No. 2025 ("Agreement"), Term of Agreement [amendment to section] to read as follows:

"CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$26,144.28 as described in Exhibit "A", Scope of Services."

2. Pursuant to Section 24. Term of Agreement of Contract No. 2025 ("Agreement"), Term of Agreement [amendment to section] to read as follows:

"This Agreement shall remain in effect for the period of May 1, 2017 through June 30, 2017 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Contract No. 2025 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

Name

Tax ID #

Date

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Name

Date

City Manager

Title

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date

November 22, 2016

Azalea A. Mitch
Senior Civil Engineer
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Bedwell Bayfront Park - Scope of Work for the Maintenance of the Gas Collection System

Gas Recovery Systems, LLC (the Contractor), shall perform the services noted below for a fixed monthly fee, which includes the costs for technicians, engineers and secretarial services, as well as direct costs such as transportation, reproduction, etc. This fee shall be of \$4,357.38 per month. The services shall be provided from January 1, 2017 and shall terminate on April 30, 2017. Any continuation of services to be provided by Contractor beyond April 30, 2017 shall be subject to an agreement between the City of Menlo Park (City) and Contractor.

Scope of Work

A. Maintenance

This portion of the work provides for the collection system and flare station monitoring to ensure adequate performance of the entire system and for compliance with the requirements of the Bay Area Air Quality Management District (BAAQMD).

1. Observe and monitor on a weekly basis, all wells, condensate traps, laterals, and headers for breakage, settlement and water blockage.
2. Adjust valves to ensure proper draw on all wells to minimize odors and to reduce surface gas migration to the extent possible given landfill conditions.
3. Coordinate with City Personnel to minimize damage to the system during any activity on the landfill.
4. Monitoring and routine maintenance of blowers and flare to ensure proper operation. A facility log shall be maintained of all Contractor activities.
5. Provide call-out service within 8-hour notice in the event of flare malfunction.
6. Provide a monthly report to the City summarizing the operation of the system and make recommendations as appropriate.
7. Monitor and report on the condition of roadway crossings of the gas collection system and advise the City directly of any recommended action. The recommendations shall be noted in the facility log.
8. Maintain all BAAQMD documentation and reports as stipulated by the collection system and flare station operating permit condition per the facility's permit.

B. Measuring and Testing

A gas-monitoring program shall be conducted quarterly to more accurately measure gas emissions off the Landfill, within the influence of the collection system. The methodology consists measuring gas concentrations around the wellheads and water traps with an Organic Vapor Analyzer (OVA). The OVA measures the methane content in parts per million. The results of this test shall be presented to the City in report form along with the conclusions and recommendations.

C. Time and Materials Work for Additional Services

For services not provided in (A) and (B) above, City agrees to pay Contractor on a Time and Materials basis. When initiated by the City, Contractor shall submit a budgetary cost estimate for each task, for City approval. The Contractor shall not exceed the budgetary estimate by more than fifteen percent (15%) without the prior written authorization by the City. The cost of such services will be \$35/hour for each Contractor's laborers, \$50/hour for each Contractor's engineer and all other direct costs, such as subcontractors and materials, will be charged on the basis of cost plus 10% overhead and 18% profit.

Examples of these activities include but are not limited to:

- Disconnect, relocate and reconnect the system piping, valves as the need may be occasioned by City operations at the landfill, or as a result of settlement.
- Training of City personnel in special procedures and /or equipment.
- Carry out work requested by BAAQMD. Prepare appropriate documentation on behalf of the City as requested by the BAAQMD.

Sincerely,



Anthony J. Falbo
Senior Vice President – Operations
FORTISTAR Methane Group
Gas Recovery Systems LLC

Agreed:

City of Menlo Park

By:

Title: