

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

706



**FROM:** Waste Management Department


**SUBMITTAL DATE:**  
September 23, 2009

**SUBJECT:** Contract Award for Construction of Multi-level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Sanitary Landfills

**RECOMMENDED MOTION:** That the Board:

1. Accept the bid submitted by Cascade Drilling, Inc. in the amount of \$259,718.00 for the Construction of Multi-level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Sanitary Landfills; and
2. Authorize the Chairman to execute the Agreement on behalf of the Department.

**BACKGROUND:** The Board authorized the Waste Management Department (Department) to advertise for bids on July 21, 2009. On September 3, 2009, the Department opened bids for the Construction of Multi-Level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Sanitary Landfills. The Department received two bids. The engineer's estimate for this project is \$287,602.00. Cascade Drilling, Inc. submitted the lowest bid of \$259,718.00. The other bidder was non-responsive. The Department has determined that Cascade Drilling, Inc. has the necessary minimum experience and capability to perform this work in accordance with the contract documents. County Counsel has determined that the bid documents are in order.


  
Hans Kernkamp, General Manager-Chief Engineer

|                       |                               |               |                         |            |
|-----------------------|-------------------------------|---------------|-------------------------|------------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 259,718.00 | In Current Year Budget: | Yes        |
|                       | Current F.Y. Net County Cost: | \$ NA         | Budget Adjustment:      | No         |
|                       | Annual Net County Cost:       | \$ NA         | For Fiscal Year:        | FY2009/010 |

|  |   |                          |
|--|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> Waste Management Department Enterprise Funds | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|  | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE

Departmental Concurrence

Policy  
 Consent  
 Dep't Recomm.:  
 Policy  
 Consent  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 12.1 (7/21/09) | District: 5 | Agenda Number:

12.1

**AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_ and is between the COUNTY OF RIVERSIDE (County) and Cascade Drilling, ~~Inc.~~ (Contractor). L.P.

**IT IS AGREED BY THE PARTIES AS FOLLOWS:**

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, Construction of Multi-level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Landfills, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are: (a) Notice to Contractors; (b) Instructions To Bidders; (c) Contractor's Proposal; (d) Agreement; (e) Bid Bond; (f) Performance Bond; (g) Payment Bond; (h) General Provisions; (i) Special Provisions; (j) Appendix A – Project Drawings; (k) Stormwater Pollution Prevention Plan; (l) Standard Specifications for Public Works Construction, 2003 Edition, with Amendments; (m) any other documents included in or incorporated into the Contract Documents; (n) Addenda Nos. 1; (o) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents; and (p) Letter of Exception for Section 8.2. Hold Harmless/Indemnification of the General Provisions from Cascade Drilling Inc. dated August 26, 2009.
3. Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.
4. Contract Price - Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the work.

RIVERSIDE COUNTY WASTE  
MANAGEMENT DEPARTMENT  
14310 Frederick Street  
Moreno Valley, CA 92553

Cascade Drilling, LP  
Contractor

By: [Signature]  
Hans W. Kernkamp  
General Manager - Chief Engineer

By: [Signature]  
Name: Keith Fossruss  
Title: CFO

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(Seal)

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE \_\_\_\_\_  
NEAL R. KIPNIS

## EXHIBIT A

(To Agreement for the Riverside County Waste Management Department Project, Construction of Multi-level Landfill Gas Detection Probes at the Badlands and Lamb Canyon Landfills, located east of Moreno Valley and south of Beaumont, respectively, Riverside County, California.)

It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

| ITEM NO.          | ITEM OF WORK  | UNIT | QUANTITY | UNIT COST | TOTAL COST       |
|-------------------|---|------|----------|-----------|------------------|
| 1                 | Mobilization  | L.S. | 2        | \$3,500   | \$7,000          |
| 2                 | Demobilization  | L.S. | 2        | \$3,500   | \$7,000          |
| 3                 | Drill Probe Boreholes Using Air Rotary Drill Rig Badlands Landfill    | L.F. | 1,763    | \$67      | \$118,121        |
| 4                 | Drill Probe Boreholes Using Air Rotary Drill Rig Lamb Canyon Landfill | L.F. | 951      | \$67      | \$63,717         |
| 5                 | Multi-level Probe Construction  | L.F. | 2,714    | \$20      | \$54,280         |
| 6                 | Install Steel Probe Protector with Lockable Lid                       | E.A. | 16       | \$600     | \$9,600          |
| <b>TOTAL COST</b> |   |      |          |           | <b>\$259,718</b> |



Theresa M. Sowinski, J.D.  
Contracts Manager  
[tsowinski@cascaledgedrilling.com](mailto:tsowinski@cascaledgedrilling.com)  
425.485.8908 x225

DATE: AUGUST 26, 2009

MR. HANS KERNKAMP  
GENERAL MANAGER - CHIEF ENGINEER  
RIVERSIDE COUNTY  
14310 FREDRICK STREET  
MORENO VALLEY CA 92535

FROM: CASCADE DRILLING, INC  
CONTRACTOR LIC: C57-932633

RE: LETTER OF EXCEPTION FOR RFP: CONSTRUCTION OF MULTI-LEVEL LANDFILL GAS DETECTION PROBES AT THE BADLANDS AND LAMB CANYON SANITARY LANDFILLS

PLEASE NOTE THAT CASCADE DRILLING, INC. SUBMITS ITS BID WITH THE FOLLOWING EXCEPTIONS AND PROPOSED ADDITIONS *IN RED*:

1. EXCEPTION TO 8.2. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents' and representatives from any liability claim, action, or damages whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives *connected with Contractor's willful misconduct, negligent performance or breach of this agreement arising out of or in any way relating to this Agreement*, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever *connected to Contractor's ongoing work involving, arising from the willful misconduct or negligent performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives relating to this Agreement*. Contractor shall defend, at its sole expense and pay all costs and fees including, but not limited to attorney fees cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action to which this indemnification and hold harmless obligation applies.

**PROPOSED ADDITIONS *IN RED*:**

*Notification of Claim. The County agrees to promptly provide Contractor with notice of any claim that may result in an indemnification obligation hereunder. No settlement or compromise of any such claim shall occur without the consent of Contractor, which consent shall not be unreasonably withheld, conditioned or delayed.*

Very truly yours,

CASCADE DRILLING, INC.

Theresa M. Sowinski, J.D.  
Contracts Manager