

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources *SJA*

BOARD AGENDA # *B-4

Urgent Routine

AGENDA DATE May 4, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

STAFF RECOMMENDATIONS:

1. Approve an amendment to the Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba SCS Engineers, to extend the contract for a one-year period from July 1, 2010, through June 30, 2011, and to increase the not to exceed contract amount to \$2,461,211 for environmental monitoring, testing, and reporting services, at the Fink Road and Geer Road Landfills, and for operations, maintenance, and monitoring services at the Geer Road Landfill.
2. Authorize the Chairman of the Board of Supervisors to amend the Master Agreement number A00625.

(Continued on Next Page)

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. Approval of this amendment to the Agreement with SCS Consulting Engineers, Inc., adds \$528,418 to the Master Agreement, as follows: the current value of individual Project Authorization Nos. 007-001, 007-002, and 007-003 divided by 3 (to determine the cost for one additional year) x 0.03, or \$459,494, plus a maximum of 15%, or \$68,924 in contract changes, for a four-year total of \$2,461,211.

(Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2010-262

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

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STAFF RECOMMENDATIONS (Continued):

3. Authorize the Director of Environmental Resources, or her designee, to sign additional individual Project Authorizations during Fiscal Year 2010-2011 providing that the cumulative total does not exceed the contract amount of \$2,461,211.

FISCAL IMPACT (Continued):

The Master Agreement stipulates that price adjustments shall become effective 30 days after the adjusted Agreement price is determined by the parties, or in this case, July 1, 2010. In addition, SCS Engineers has agreed to not increase pricing for existing work already covered by Project Authorizations, with the exception of the three main Project Authorizations Nos. 007-001, 007-002, and 007-003, even if completion dates extend beyond June 30, 2010. Funds for this purpose are available in the Fink Road Landfill fund balance and the Geer Road Landfill closure/post-closure fund and have been included as a part of the Proposed Budget for Fiscal Year 2010-2011.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road and Geer Road Landfills. Currently, only the Fink Road Landfill is in active operation. This facility is located at 4000 Fink Road, Crows Landing, in western Stanislaus County. The Fink Road Landfill provides landfill services for Class III municipal solid waste for all of Stanislaus County. Landfill services are also provided for the combustion ash that results from the incineration of municipal solid waste at the adjacent Waste-to-Energy facility.

The Geer Road Landfill is no longer an active landfill. Located at 750 Geer Road, Modesto, it has been closed since 1990 in accordance with State requirements and is in a post-closure monitoring and maintenance mode.

The day-to-day operation and maintenance of these landfills is performed with in-house staff. Specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting for both landfills and for closure and post-closure maintenance at the Geer Road Landfill. Following a competitive procurement process in 2006, SCS Engineers (SCS) was awarded a three-year Master Agreement in 2007 to provide these specialized services for the County. During this time, their rates were held constant. The agreement is set to expire on June 30, 2010.

On October 27, 2009, the Board of Supervisors approved Amendment No. 2 to the Master Agreement with SCS in order to complete several new requirements imposed by the Regional Water Quality Control Board. At that time, Department staff informed the Board that it may return with a recommendation to extend the SCS contract, if favorable

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

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pricing could be obtained, in order to conclude projects already underway whose completion dates extend beyond the contract expiration date.

The Master Agreement includes a provision for price adjustments, but only within certain parameters. The contract language specifically states the following: "No price changes are permitted during the first two years of the Agreement. Price changes during the third year of the Agreement may be made only in the event of service rate changes and/or manufacturer's general price rise or decline. Price changes must be substantiated by the Contractor. That portion of the Agreement price attributable to a changed cost item (such as the cost of insurance) shall be increased or decreased, as the case may be, by the percentage of change for that particular cost, as compared to the cost for that item as it most recently was adjusted or, if there has been no previous adjustment, the cost at the time of initial contract."

In anticipation of the nearing contract expiration, Department staff met recently with SCS representatives to discuss the possibility of exercising the first of two allowed one-year extensions. During this discussion, SCS proposed holding many of their hourly rates constant, including all staff costs for field services which apply to the operations and maintenance of Geer Road Landfill, but did propose increases to the hourly rates of several of their professional staff classifications. After analyzing their proposal, Department staff countered with slightly lower hourly rates in the two staff classifications which are utilized the most, bringing the overall proposed increase to 3.0% (down from 3.7%). SCS has agreed to this revised pricing. On this basis, staff recommends approval of the one-year extension given the following considerations:

1. Geer Road Landfill is currently undergoing extensive testing related to groundwater extraction, treatment, and disposal; a compliance order for which has been issued by the Regional Water Quality Control Board requiring a report to be completed by October 31, 2010, which extends beyond the contract expiration date. Preparing a new Request for Proposals (RFP) process mid-stream during this course of action could jeopardize the compliance status of the landfill;
2. The Department's cost of preparing and completing an RFP process would be delayed if the one-year extension option is exercised. This process involves approximately 40 hours of staff time estimated at \$3,800 plus General Services Agency staff time costs;
3. A 3.0% increase averaged over the 4-year contract period equates to 0.75% increase per year. In comparison, the Consumer Price Index for All Urban Consumers in the private sector has averaged an increase of 2.1% for the period of 2007-2009.
4. SCS has provided substantiation indicating their costs have increased 7.55% in 2009 when compared to 2007 (see Attachment "A");
5. SCS held their rates constant during year three of the contract; and

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

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6. SCS also agreed to not increase pricing for existing work already covered by Project Authorizations, with the exception of the three main Project Authorizations Nos. 007-001, 007-002, and 007-003, even if completion dates extend beyond June 30, 2010.

SCS Engineers has also requested a rate change in six (6) equipment rental categories resulting in an overall decrease in equipment pricing of 19%. The proposed one-year extension to the Agreement and the revised equipment pricing would expire June 30, 2011, including the revised equipment pricing, is included as Attachment "B."

POLICY ISSUE:

The Board of Supervisors should determine if extending the agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for environmental monitoring, testing, and reporting services at the Fink Road and Geer Road Landfills, and for operations, maintenance, and monitoring services at the Geer Road Landfill, is consistent with the Board's priorities of the efficient delivery of public services, a safe community, a healthy community, and a well-planned infrastructure system.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director. Telephone: 209-525-6770

SCS ENGINEERS

March 31, 2010

Jami Aggers
Assistant Director
Stanislaus County Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358

SUBJECT: Justification for Requested Rate Adjustment – Master Agreement No. A00625

Dear Ms. Aggers:

The County of Stanislaus (County) has requested to extend the Master Contract with SCS Engineers (SCS) for the first of two possible option years. This would extend the existing contract beginning July 1, 2010 through June 30, 2011. For the proposed option year, SCS has requested labor rate increases for five of the twenty-four labor categories given in the contract. These increases range between \$4 and \$6 per hour and average approximate 3% of the labor rates. The remaining 19 labor category rates are proposed to remain at the original contract rates which have existed since 2007.

In accordance with the contract provisions, the County has requested that SCS provide rationale for the proposed rate increases. These are provided below for the two major expense components that, along with salaries, make up our labor rate structure:

- During the period since the contract was first initiated in mid-2007, SCS has experienced an increase in facility rent for offices in our California region. On a per person basis (to account for staff size changes over time), our rent has increased by 31.3%, or \$6,436/person in 2007, to \$8,452/person in 2009.
- Another major cost of our business is insurance. Although costs have increased for some insurance such as medical, dramatic decreases in worker's compensation and professional liability insurance have actually decreased our total insurance costs from \$8,148/person in 2007, to \$7,233/person in 2009 (-11.2%).

Combining these two major expense components of our labor rates, our costs per employee have increased 7.55% per person, for California region staff, during the period of 2007 and 2009.

Our fiscal year 2009-2010 ends March 31, 2010, so we do not yet have year end figures for these items as of 2010.

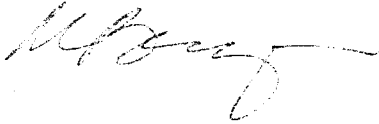
SCS Engineers is sensitive to the current economic conditions that face both government entities and businesses alike. We are working hard to control all costs and provide services at rates that are both competitive and cost-effective. If you have any questions regarding the cost items

ATTACHMENT A

discussed, please feel free to give me a call at (800) 326-9544, or our SCS project manager, Wayne Pearce, in Sacramento at 916-361-1297.

We are looking forward to extending our master contract with Stanislaus County and to continuing service to the County for solid waste compliance.

Sincerely,



Mark Beizer, PE
Director, California Region
SCS ENGINEERS

cc: Wayne Pearce



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

AMENDMENT NO. 3

TO

INDEPENDENT CONTRACTOR MASTER AGREEMENT

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

This Amendment No. 3 to the Master Agreement for Independent Contractor Services ("Amendment No. 3") by and between the COUNTY OF STANISLAUS ("County") and STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. d/b/a SCS ENGINEERS ("Contractor") is made and entered into on MAY 04 2010.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"); and

Whereas, Paragraph 16 of the Master Agreement provides for the Agreement to be amended, modified, changed, added or subtracted from by mutual consent of both parties; and

Whereas, Amendment 1 dated December 5, 2008, and Amendment 2 dated October 22, 2009, increased the "not to exceed" Limit of Expenditure amount in Exhibit A, Section H of the Master Agreement to a total of \$1,932,793.00; and

Whereas, Exhibit A, Section K allows for a price adjustment in an extended year of the Agreement provided the service rate changes and/or manufacturer's general price rise or decline and price changes are substantiated by the Contractor and both parties mutually agree to such adjustments; and

Whereas, the Contractor has requested and substantiated an average 3% labor rate increase in five (5) of the twenty-four (24) given labor categories identified in Exhibit C – Rate Schedule of the Master Agreement; and

Whereas, the Contractor has requested a rate change in six (6) equipment categories identified in Exhibit C – Rate Schedule of the Master Agreement which is equal to an approximate reduction average of 19%; and

Whereas, Section 3 of the Master Agreement– Term stipulates the term of this Agreement is from May 14, 2007, until June 30, 2010, and if mutually agreeable to both parties, this contract may be extended on a year to year basis, however, in no case shall the renewal extend beyond June 30, 2012; and

Whereas, the County desire to extend the Master Agreement for one (1) year; and

Whereas, the County desires to increase this Agreement's "Not to Exceed" amount by \$528,418.10 to compensate Contractor for services performed under Project Authorizations issued against this Agreement during the extended one (1) year period; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Exhibit A, Section H is amended as follows:

"LIMIT OF EXPENDITURE: The maximum amount to be paid by the County for services provided under this Master Agreement shall not exceed \$2,461,211.10 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement."

2. Section 3 – Term is amended as follows:

"Term: The initial term of the Agreement shall be from May 14, 2007, until June 30, 2010. An extended term of the Agreement shall be for a period commencing on July 1, 2010, and terminating on June 30, 2011. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work. In no case shall the individual project or scope of work completion date go beyond the Agreement end date. If mutually agreeable to both parties, this contract may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond June 20, 2012.

3. Exhibit C – Rate Schedule the following labor classifications billable hourly rates and equipment rates are changed as follows:

<u>Description</u>	<u>Billable Hourly Rate</u>
Project Principal	\$230.00
Project Director	\$195.00
Senior Project/Technical Manager	\$176.00
Project Manager	\$155.00
Project Professional	\$114.00

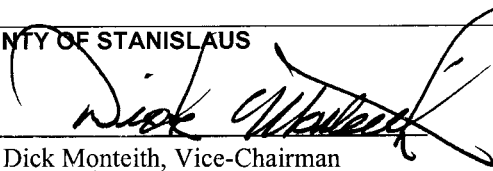
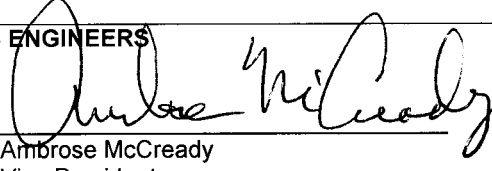
STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

<u>Description</u>	<u>Rate</u>
GEM 2000 Gas Analyzer	\$185.00/day
SEM 500 Emissions Monitor	\$185.00/day
Water Level Indicator	\$ 20.00/day
412 P.E. Fusion Machine (4"-12")	\$225.00/day
618 P.E. Fusion Machine and Tool Truck	\$400.00/day
Isolation Pinch Off Tools	\$ 25.00/day

The above rate changes shall become effective July 1, 2010, and shall apply to all new Project Authorizations (PA) issued after June 30, 2010. Upon the extension of PA 007-001-SMG, 007-002-SMG and 007-003-SMG, the above rate changes shall apply for work performed within the extended period of these PA. Should the County extend any other existing PA which are due to expire on June 30, 2010, the rates for the extended term of these PA shall remain at the original rate schedule established on August 28, 2007 in the Master Agreement – Exhibit C.


4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

<p>COUNTY OF STANISLAUS</p> <p>By: <u></u> Dick Monteith, Vice-Chairman Stanislaus County Board of Supervisors</p> <p>Date: <u>5-9-10</u></p> <p style="text-align: center;">"County"</p>	<p>SCS ENGINEERS</p> <p>By: <u></u> Ambrose McCready Vice President</p> <p>Date: <u>4/16/10</u></p> <p style="text-align: center;">"Contractor"</p>
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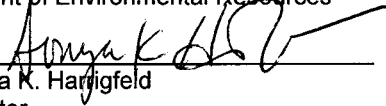
(Additional signatures on the next page)

ATTEST: Christine Ferraro Tallman
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: 
Deputy Clerk


Date: 5-4-10

APPROVED AS TO CONTENT:
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

Date: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Date: _____



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6770
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**Environmental Monitoring Testing, Analyzing and Reporting
At
Fink Road Landfill
Amendment 1 to
PROJECT NO. 07-001-SMG**

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007, and Project Authorization number 07-001-SMG dated August 30, 2007.

Whereas, Section E – Project Authorization Period, allows the term of the Project Authorization to be extended on a year-to-year basis, however, in no case shall the renewal extend beyond June 30, 2012; and

Whereas, Section C – Compensation, "Project Price," Item 2, states the maximum amount to be paid by the County for services provided under this Project Authorization shall not exceed \$401,100.00; and

Whereas the County desires to renew the Agreement for one (1) year; and

Whereas the County has a need to increase the maximum amount in Section C - Compensation by \$137,711.00 to allow for Contractor to perform services during the one (1) year renewal period; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

- 1. Section E – "Project Authorization Period" is amended as follows:

"The initial term of this Project Authorization shall be for the period of three (3) years, commencing on August 28, 2007, and terminating on June 30, 2010. An extended term of the Project Authorization shall be for a period commencing on July 1, 2010, and terminating on June 30, 2011. If mutually agreeable to both parties, this Project Authorization may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond June 30, 2012."

- 2. Section C – Compensation, "Project Price, Item 2, the maximum amount to be paid by the County for services provided under this Project Authorization" is amended as follows:

"shall not exceed \$538,811.00"

- 3. Section C – Compensation, the following labor classifications billable hourly rates, and equipment rates are changed as follows:

<u>Description</u>	<u>Billable Hourly Rate</u>
SCS ENGINEERING:	
Project Principal	\$230.00
Project Director	\$195.00

Senior Project/Technical Manager	\$176.00
Project Manager	\$155.00
Project Professional	\$114.00

STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

<u>Description</u>	<u>Rate</u>
GEM 2000 Gas Analyzer	\$185.00/day
SEM 500 Emissions Monitor	\$185.00/day
Water Level Indicator	\$ 20.00/day
412 P.E. Fusion Machine (4"-12")	\$225.00/day
618 P.E. Fusion Machine and Tool Truck	\$400.00/day
Isolation Pinch Off Tools	\$ 25.00/day

The above rate changes shall become effective July 1, 2010, and shall apply to work performed from July 1, 2010, through the end of the term of this Project Authorization. Any work performed prior to July 1, 2010, shall be invoiced as set forth in the initial term of this Project Authorization. The labor rate changes are for the Contractor's Engineering division and not for the Field Services division.

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Project No. 07-001-SMG Amendment 1, on May 20, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"


SCS ENGINEERS

By: 
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John R. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
PO Box 3229, Modesto, CA 95353-3229
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**Environmental Monitoring Testing, Analyzing and Reporting
At
Geer Road Landfill**

Amendment 3 to

PROJECT NO. 07-002-SMG

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007, and Project Authorization number 07-002-SMG dated August 30, 2007.

Whereas, Section E – Project Authorization Period, allows the term of the Project Authorization to be extended on a year-to-year basis, however, in no case shall the renewal extend beyond June 30, 2012; and

Whereas, Amendment 1, dated August 11, 2009, and Amendment 2, dated March 10, 2010, increased the Project Authorization's, Section C- Compensation, "Project Price," Item 2, "not to exceed" amount to \$494,030.41; and

Whereas the County desires to renew the Agreement for one (1) year; and

Whereas the County has a need to increase the maximum amount in Section C - Compensation by \$169,617.11, to allow for Contractor to perform services during the one (1) year renewal period; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – "Project Authorization Period" is amended as follows:

"The initial term of this Project Authorization shall be for the period of three (3) years, commencing on August 28, 2007, and terminating on June 30, 2010. An extended term of the Project Authorization shall be for a period commencing on July 1, 2010, and terminating on June 30, 2011. If mutually agreeable to both parties, this Project Authorization may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond June 30, 2012."

2. Section C – Compensation, "Project Price, Item 2, the maximum amount to be paid by the County for services provided under this Project Authorization" is amended as follows:

"shall not exceed \$663,647.52"

3. Section C – Compensation, the following labor classifications billable hourly rates, and equipment rates are changed as follows:

<u>Description</u>	<u>Billable Hourly Rate</u>
SCS ENGINEER	
Project Principal	\$230.00
Project Director	\$195.00
Senior Project/Technical Manager	\$176.00
Project Manager	\$155.00
Project Professional	\$114.00

STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

<u>Description</u>	<u>Rate</u>
GEM 2000 Gas Analyzer	\$185.00/day
SEM 500 Emissions Monitor	\$185.00/day
Water Level Indicator	\$ 20.00/day
412 P.E. Fusion Machine (4"-12")	\$225.00/day
618 P.E. Fusion Machine and Tool Truck	\$400.00/day
Isolation Pinch Off Tools	\$ 25.00/day

The above rate changes shall become effective July 1, 2010, and shall apply to work performed from July 1, 2010, through the end of the term of this Project Authorization. Any work performed prior to July 1, 2010, shall be invoiced as set forth in the initial term of this Project Authorization. The labor rate changes are for the Contractor's Engineering division and not for the Field Services division.

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Project No. 07-002-SMG Amendment 3, on May 20, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harigfeld
Director

"County"

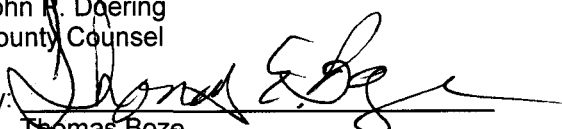
SCS ENGINEERS

By: 
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John A. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

**Operation, Maintenance and Repair Services
 At
 Geer Road Landfill**

Amendment 2 to Project No. 07-003-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

Whereas, the County and Contractor entered into Project Authorization Number 07-003-SMG dated August 30, 2007, against Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"); and

Whereas, Section E – Project Authorization Period, allows the term of the Project Authorization to be extended on a year-to-year basis, however, in no case shall the renewal extend beyond June 30, 2012; and

Whereas, Project Authorization, Amendment 1 dated February 4, 2009, increased Section C- Compensation, "Project Price," Item 2, to a "not to exceed" amount of \$443,203.00; and

Whereas the County desires to renew the Project Authorization for one (1) year; and

Whereas the County has a need to increase the maximum amount in Section C – Compensation, item 2, under this Project Authorization, by \$152,166.36, to allow for Contractor to perform services during the one (1) year renewal period; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – "Project Authorization Period" is amended as follows:

"The initial term of this Project Authorization shall be for the period of three (3) years, commencing on August 28, 2007, and terminating on June 30, 2010. An extended term of the Project Authorization shall be for a period commencing on July 1, 2010, and terminating on June 30, 2011. If mutually agreeable to both parties, this Project Authorization may be extended on a year-to-year basis; however, in no case shall the renewal extend beyond June 30, 2012."

2. Section C – Compensation, "Project Price, Item 2, the maximum amount to be paid by the County for services provided under this Project Authorization" is amended as follows:

"shall not exceed \$595,369.36"

3. Section C – Compensation, the following labor classifications billable hourly rates, and equipment rates are changed as follows:

<u>Description</u>	<u>Billable Hourly Rate</u>
SCS ENGINEERING	
Project Principal	\$230.00
Project Director	\$195.00
Senior Project/Technical Manager	\$176.00
Project Manager	\$155.00
Project Professional	\$114.00

STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

<u>Description</u>	<u>Rate</u>
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618 P.E. Fusion Machine and Tool Truck	\$400.00/day
Isolation Pinch Off Tools	\$ 25.00/day

The above rate changes shall become effective July 1, 2010, and shall apply to work performed from July 1, 2010, through the end of the term of this Project Authorization. Any work performed prior to July 1, 2010, shall be invoiced as set forth in the initial term of this Project Authorization. The labor rate changes are for the Contractor's Engineering division and not for the Field Services division.

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

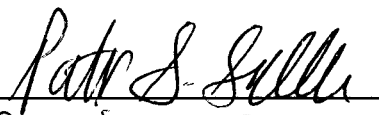
IN WITNESS WHEREOF, the parties have executed this Project No. 07-003-SMG Amendment 2, on May 20, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

SCS ENGINEERS

By: 
Name: Patrick S. Sullivan
(Printed)
Title: SENIOR VICE PRESIDENT

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

Perform Groundwater Disposal Study

Geer Road Landfill

Project Number 09-002-SMG

Amendment 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

Whereas, the County and Contractor entered into Project Authorization Number 09-002-SMG dated August 19, 2009 against Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"), and

Whereas the County desires to renew the Project Authorization period to allow for completion of the final remedial design conclusions; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

Project Authorization Number 09-002-SMG, Section E – Project Authorization Period, the end date is amended as follows:

"...October 31, 2010, or upon completing the agreed upon services."

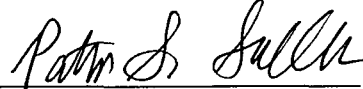
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-002-SMG Amendment 1 on June 28, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

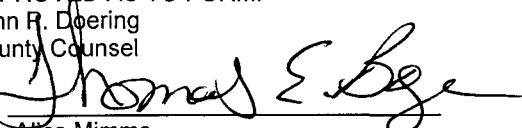
SCS ENGINEERS

By: 
Name: Patrick Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John R. Doering
County Counsel

By: 
Alice Mimms
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

Perform Aquifer Test Study – Part 1
Geer Road Landfill

AMENDMENT 2
Project Number 09-001-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

Whereas, the County and Contractor entered into Project Authorization Number 09-001-SMG dated August 19, 2009 against Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"), and

Whereas, Amendment 1, dated February 17, 2010, extended the Project Authorization period to June 30, 2010; and

Whereas the County desires to renew the Project Authorization period to allow for completion of the work; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

Project Authorization Number 09-001-SMG, Section D – Project Authorization Period, the end date is amended as follows:

"...October 31, 2010, or upon completing the agreed upon services."

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-001-SMG Amendment 2 on June 28, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: [Signature]
Sonya K. Harrigfeld
Director

"County"

SCS ENGINEERS

By: [Signature]
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: [Signature]
Alice Mimms
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

Heat Input Capacity Report for Fink Road Landfill

Project Number 10-003-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

B. Scope of Work

Contractor shall provide all the labor, material, and equipment to provide services as described below:

Prepare and submit Heat Input Capacity Report

Contractor shall prepare the Landfill Gas (LFG) Heat Input Capacity Report for the Fink Road Landfill site. Contractor shall utilize actual recovery data obtained from the site. Contractor shall deliver a draft of the report to the County for review and comment. The Contractor shall incorporate the County's comments into the final report and submit to the California Air Resources Board (CARB) on behalf of the County. The due date for this report to be delivered by the Contractor to CARB is September 15, 2010.

If the heat capacity of the Fink Road Landfill is determined to be greater than 3 million BTUs per hour, the Fink Road Landfill would be required to fully comply with the Landfill Methane Rule (LMR) by January 1, 2011, unless the County obtains an exemption to postpone and or lessen the requirements of the LMR for the Fink Road Landfill.

C. Schedule

The Landfill Gas (LFG) Heat Input Capacity Report for the Fink Road Landfill site is due to be delivered by the Contractor to CARB no later than, September 15, 2010.

D. Project Authorization Period

Services will commence on or about September 1, 2010, and end September 15, 2010 or upon completing the agreed upon services.

E. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

Project Price

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties. The County shall not reimburse for fax, phone, postage, copies or 15% mark up on any items except laboratory testing related to this Project Authorization.

A Summary breakdown of the fees is as follows:

Task	Description	Not to Exceed Limits
1	Heat Input Capacity Report	\$500.00
	Total	\$500.00

Below is a detailed breakdown of the Hourly fees:

Senior Project Professional	Project Professional	Clerical	Not To Exceed Total
Hourly Rate \$130.00	Hourly Rate \$114.00	Hourly Rate \$65.00	
2	1.5	.5	
\$260.00	\$171.00	\$32.50	\$463.50

Below is a detailed breakdown of Reimbursable Expenses

Title	Total	Not To Exceed Total
Overnight Mailing Expenses	\$ 36.50	\$36.50
		\$36.50

PROJECT TOTAL: \$500.00

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

1. The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$500.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Contractor shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Contractor's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Contractor in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided.
3. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
 Department of Environmental Resources Landfill
 Attention: Jami Aggers
 3800 Cornucopia Way, Suite C
 Modesto, California 95358

G. Representatives

The County's representatives are Jami Aggers, (209) 535-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Michael O'Connor, Project Manager, (916) 361-1297.

H. Duty to Cooperate

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim
 Project No. 10-003-SMG

arising out of the activities under this Agreement. Specifically, Contractor shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

I. Responsibility for Errors

Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.


IN WITNESS WHEREOF, the parties have executed this Project No. 10-003-SMG on September 2, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

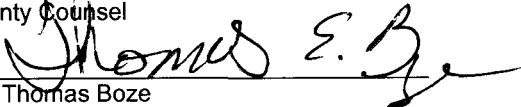
"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

Heat Input Capacity Report for Geer Road Landfill

Project Number 10-004-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

B. Scope of Work

Contractor shall provide all the labor, material, and equipment to provide services as described below:

Prepare and submit Heat Input Capacity Report

Contractor shall prepare the Landfill Gas (LFG) Heat Input Capacity Report for the Geer Road Landfill site. Contractor shall utilize actual recovery data obtained from the site. Contractor shall deliver a draft of the report to the County for review and comment. The Contractor shall incorporate the County's comments into the final report and submit to the California Air Resources Board (CARB) on behalf of the County. The due date for this report to be delivered by the Contractor to CARB is September 15, 2010.

If the heat capacity of the Geer Road Landfill is determined to be greater than 3 million BTUs per hour, the Geer Road Landfill would be required to fully comply with the Landfill Methane Rule (LMR) by January 1, 2011, unless the County obtains an exemption to postpone and or lessen the requirements of the LMR for the Geer Road Landfill.

C. Schedule

The Landfill Gas (LFG) Heat Input Capacity Report for the Geer Road Landfill site is due to be delivered by the Contractor to CARB no later than, September 15, 2010.

D. Project Authorization Period

Services will commence on or about September 1, 2010, and end September 15, 2010 or upon completing the agreed upon services.

E. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

Project Price

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties. The County shall not reimburse for fax, phone, postage, copies or 15% mark up on any items except laboratory testing related to this Project Authorization.

A Summary breakdown of the fees is as follows:

Task	Description	Not to Exceed Limits
1	Heat Input Capacity Report	\$500.00
	Total	\$500.00

Below is a detailed breakdown of the Hourly fees:

Senior Project Professional	Project Professional	Clerical	Not To Exceed Total
Hourly Rate \$130.00	Hourly Rate \$114.00	Hourly Rate \$65.00	
2	1.5	.5	
\$260.00	\$171.00	\$32.50	\$463.50

Below is a detailed breakdown of Reimbursable Expenses

Title	Total	Not To Exceed Total
Overnight Mailing Expenses	\$ 36.50	\$36.50
		\$36.50

PROJECT TOTAL: \$500.00

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

1. The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$500.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Contractor shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Contractor's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Contractor in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided.
3. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
 Department of Environmental Resources Landfill
 Attention: Jami Aggers
 3800 Cornucopia Way, Suite C
 Modesto, California 95358

G. Representatives

The County's representatives are Jami Aggers, (209) 535-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Michael O'Connor, Project Manager, (916) 361-1297.

H. Duty to Cooperate

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim

arising out of the activities under this Agreement. Specifically, Contractor shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

I. Responsibility for Errors

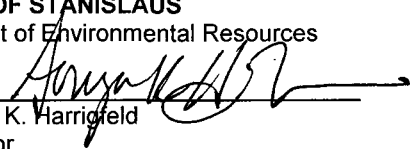
Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

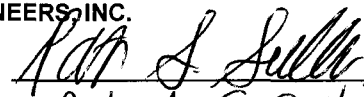
IN WITNESS WHEREOF, the parties have executed this Project No. 10-004-SMG on September 2, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

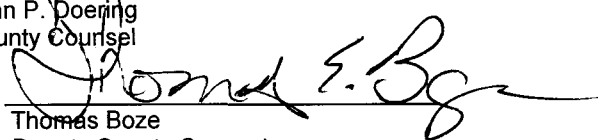
**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

By: 
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel

BOARD OF SUPERVISORS



2011 JAN 12 'A 11: 49

DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

Title V and Greenhouse Gas Reporting Services for Fink Road Landfill (FRLF)

Project Number 10-005-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

B. Scope of Work

Contractor shall provide all the labor, material, and equipment to provide services as described below:

Title V Reporting Services

The Title V permit for the site requires Reports of Required Monitoring (RRM) to be submitted semi-annually and a Compliance Certification to be submitted annually.

Note: Completion of Title V reporting does not include Contractor's completion of the actual compliance activities necessary for the site. These compliance activities remain the County's responsibility, with exception of those compliance activities that the Contractor is responsible for as part of the operations and maintenance (O&M) under Project Authorization 07-003-SMG to the Master Agreement. Contractor shall review the County's compliance status, based on information provided by the County, and reports that status to the agency in accordance with the permit.

Contractor shall provide all the labor, material, and equipment to provide Title V Services as described in the following tasks:

Task 1- Semi-Annual Reports of Required Monitoring

Semi-Annual Reports of Required Monitoring are due to the San Joaquin Valley Air Pollution Control District (SJVAPCD) no later than June 30 and December 31 of each year for reporting periods December through May and June through November, respectively. Contractor shall provided two (2) Reports (December 2010 and June 2011), under this Agreement.

Contractor shall prepare and complete the June 2010 report and submit to the County for review and comment prior to submitting the report to the SJVAPCD. This task includes but is not limited to the following:

- Contractor shall confirm the landfill's compliance with all monitoring requirements contained in the permit. Confirmation shall consist of a review of monitoring data provided by the County and/or completion of a compliance questionnaire by County personnel.
- The report shall consist of a completed San Joaquin Valley Air Pollution Control District (SJVAPCD) TV FORM-007 that shall be completed by the Contractor and certified by the County's designated Responsible Official, as specified by District rules. Contractor shall prepare and complete the report on behalf of the County for Contractor's submittal to the SJVAPCD.
- Contractor shall provide the County a draft of the report to review prior to the Contractor's submittal of the report to the SJVAPCD. Contractor shall incorporate the County comments into the final report and submit the final version of the report to the SJVAPCD.

Task 2- Annual Compliance Certification

The Annual Compliance Certification Report is required to be submitted no later than June 30 of each year for reporting period June through May. Contractor shall prepare and complete the Annual Compliance Certification

Report and submit to the County for review and comment prior to Contractor's submittal to the SJVAPCD. This task includes but is not limited to the following:

- Contractor shall confirm the landfill's compliance with each condition of the site's Title V permit. Confirmation shall consist of a review of monitoring data provided by the County and/or completion of a compliance questionnaire by County personnel. The questionnaire is more extensive than that required for completion of the RRM's as those reports cover only monitoring requirements; whereas the Annual Certification Report encompasses all permit conditions, including reporting, recordkeeping, as well as monitoring requirements.
- The report shall consist of a completed SJVAPCD TV FORM-006 that shall be certified by the County's designated Responsible Official, as specified by District rules. Contractor shall prepare and complete the report on behalf of the County for submittal to the SJVAPCD.
- Contractor shall provide a draft of the report to the County to review prior to submittal to SJVAPCD. Contractor shall incorporate the County's comments into the final report and submit the final version to SJVAPCD.

TASKS 3 AND 4 - BACKGROUND:

The following is background information as it relates to regulatory requirements for Tasks 3 and 4.

Greenhouse Gas Regulation Compliance

Contractor shall provide services associated with compliance with the requirements of recently enacted greenhouse gas regulations. The Scope is preceded by a summary of applicable regulations.

Landfill Methane Rule

On June 17, 2010, the Office of Administrative Law (OAL) approved rulemaking associated with the Landfill Methane Rule (LMR) and filed it with the Secretary of State. As of this date, the LMR became an effective California State regulation.

Applicability

Applicability criteria of the LMR for municipal solid waste landfills in California are covered in §95461 and exemptions to the rule are covered in §95462 of the Final Regulation Order under 17 California Code of Regulations (CCR).

The surface monitoring requirements of the rule are covered in §95469. These requirements are listed below:

- Quarterly instantaneous surface emissions monitoring (SEM) at 25-foot spacing with a 500 parts per million by volume (PPMV) methane limit, including testing of cover penetrations, with corrective action/re-monitoring.
- Quarterly leak testing of gas collection and control system (GCCS) components not under vacuum at a 500 PPMV methane limit, including corrective action/re-monitoring.
- Quarterly integrated surface sampling with a limit of 25 PPMV methane.

The LMR also provides test methods and procedures, which explicitly inform an owner or operator how to conduct monitoring at the Fink Road Landfill that is subject to the regulation.

Requirements

If a landfill is required to comply with the full requirements of the LMR, the landfill must be in full compliance 18 months after approval of a GCCS Design Plan for active sites and 30 months for closed sites if a new or modified GCCS is required. Otherwise, compliance must be achieved by January 1, 2011. Table 1 (attached) contains a summary listing of the various compliance requirements, along with associated deadlines and notes.

General Compliance and Monitoring Requirements

GCCS requirements of the rule are contained within §95464 and include:

- GCCS Design Plan (being completed under a separate Project Authorization)
- Continuous GCCS operation
- GCCS component leak limitations

- 99 percent destruction efficiency for methane in LFG control device as demonstrated during annual source testing. Lean burn engines can use alternate limit of 3,000 PPMV methane in the exhaust.
- Breakdown and upset notices.
- Specific recordkeeping requirements and limits on GCCS downtime.
- Enclosed flares required with only limited use of candlestick flares (Note: the FRLF uses an enclosed flare).

The monitoring requirements of the rule are located in §95469. These requirements are listed below:

- Monthly wellhead monitoring and requirement to achieve negative pressure at all wellheads, including corrective action/re-monitoring.
- Quarterly instantaneous SEM at 25-foot spacing with a 500 PPMV methane limit, including testing of cover penetrations, with corrective action/re-monitoring.
- Quarterly leak testing of GCCS components not under vacuum at a 500 PPMV methane limit, including corrective action/re-monitoring.
- Quarterly integrated surface sampling with a limit of 25 PPMV methane.
- Continuous flow and temperature monitoring.

The LMR also provides test methods and procedures, which explicitly inform an owner or operator how to conduct monitoring at a MSW landfill that is subject to the regulation.

Reporting Requirements

Reporting requirements are found in §95470 of the LMR. The requirements are summarized below with the types of reports that may be required:

- Closure Notification.
- Equipment Removal Report.
- Annual Report:
 - General site information
 - Total volume of LFG collected (reported in standard cubic feet (scf)),
 - Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
 - Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
 - Date GCCS installed
 - Percent methane destruction efficiency
 - Volume and composition of gas shipped off-site
 - Type and amount of supplemental fuels burned with the LFG.
 - Recent topographic map, and
 - All monitoring data.
- Waste-in-Place Report.
- LFG Heat Input Capacity Report.

The annual reporting deadline for the AB32 LMR is March 15 of each year. Initially, the LMR will be implemented by the California Air Resources Board (CARB) but ultimately implementation and enforcement may fall to the local air districts.

EPA GHG Reporting Rule

Starting on January 1, 2010, the U.S. Environmental Protection Agency (EPA) required landfill site owners to monitor and report GHG emissions under 40 Code of Federal Regulations (CFR) Part 98, Subpart HH if their facilities meets the reporting criteria of 40 CFR §98.2 (a) (1). The two criteria that can trigger reporting requirements are:

1. MSW landfills which have accepted waste on or after January 1, 1980. This source does not include hazardous waste landfills, construction and demolition landfills, or industrial landfills (such as the FRLF as monocells). This source category consists of the following at MSW landfills: the landfill itself, LFG collection systems, and LFG destruction devices (including flares).
 - a. The Fink Road Landfill accepted and landfilled MSW after January 1, 1980.
2. MSW landfills that generate methane in amounts equivalent to 25,000 metric tons of carbon dioxide equivalent (MT CO_{2e}) or more per year, as determined according to Subpart HH of this part.
 - a. The Fink Road Landfill methane recovery amount for 2010 is greater than the 25,000 MTCO_{2e}.

Because of this, Contractor prepared a GHG Monitoring Plan for the site with which the County is complying. Future work under the EPA rule includes the submittal of annual GHG emissions reports, which are due by March 31 each year, starting in 2011.

GHG Compliance Project Understanding

Contractor understands the primary objective of this project is to provide the County with consulting services necessary to perform exemption and/or compliance activities related to the LMR and the EPA GHG rule for the Fink Road Landfill.

GHG Compliance Scope Of Work

The following Scope of Work includes various GHG services necessary for short-term compliance with the AB 32 LMR and determination of the appropriate long-term LMR compliance strategy. The scope also includes annual compliance with the EPA GHG rule. The work plan is categorized into the following work tasks.

- GCCS Modification Letter
- GCCS Design Plan Revision
- Annual Report under EPA GHG rule

Task 3 – GCCS Modification Letter (By January 1, 2011)

Under Task 3, Contractor shall prepare a GCCS modification letter for submittal to CARB. The purpose of the letter shall be to notify CARB that the site will be seeking a delay in rule compliance due to the need to modify the GCCS, which is allowed under the rule. The letter shall document the needed modifications, why said modifications necessitate additional time, and why the GCCS cannot comply as-is. A draft document shall be delivered to the County for review. The final deliverable shall incorporate the County's comments and be submitted by the Contractor, to CARB, on behalf of the County.

Task 4 – GCCS Design Plan Revision

Because the landfill is already subject to the NSPS for Landfills, an NSPS-compliant GCCS Design Plan has already been prepared for the site. Contractor shall prepare a revised GCCS Design Plan for Fink Road pursuant to the LMR as an addendum to the existing NSPS plan. The Design Plan shall also address specific requirements contained within the LMR, including Section 95464 (a), wherever they differ from the NSPS criteria and cannot simply be referenced in the NSPS plan. AB32-specific requirements shall be clearly delineated so that compliance can be easily shown. The Contractor shall deliver a draft document to the County for review. Contractor shall incorporate the County's final comments and Contractor shall submit to CARB on behalf of the County.

Task 5 – EPA GHG Annual Report

Contractor shall prepare the annual report required under the EPA GHG reporting rule for submittal to EPA. The report shall contain all of the necessary items per the rule. A draft of the report shall be delivered to the County for review. Contractor shall incorporate the County's comments and submit the final deliverable to CARB on behalf of the County. This report shall be required annually beginning on March 31, 2011.

As this will be the first report prepared and submitted under the new EPA Rule, the effort involved in this initial report is expected to be significantly greater than the effort needed for subsequent reports. For this initial report, the scope shall include communication between Contractor and County Landfill staff to ensure the monitoring data being collected at the site is complete and is retained in a format that will facilitate preparation of the annual report. Contractor shall conduct this preliminary communication with County Landfill staff immediately upon receiving authorization for this task so that all monitoring and data retention subsequent to 2010 will be streamlined for the EPA reporting.

C. Schedule

Task 1 - Title V Semi-Annual Reports of Required Monitoring:

Draft Title V reports shall be provided to the County for review at least one week prior to the respective due dates (December 31, 2010 and June 30, 2011). Contractor shall finalize and submit the reports prior to the respective due dates. The County will provide requested data for anything needed for the reports that Contractor does not have in-house.

Task 2 – Annual Title V Annual Compliance Certification

Draft Title V report shall be provided to the County for review at least one week prior to the due date (June 30, 2011).

Contractor shall finalize and submit the report prior to the due date. . The County will provide requested data for anything needed for the reports that Contractor does not have in-house.

Task 3 – GCCS Modification Letter

The GCCS Modification Letter shall be completed in two (2) weeks following Contractor’s receipt of notice to proceed.

Task 4 – GCCS Design Plan Revision

The GCCS Design Plan Revision shall be submitted by Contractor to the appropriate agency by June 17, 2011, and the work referred to in this Agreement is expected to begin in April/May 2011, time frame.

Task 5 – EPA GHG Annual Report

Task 4 shall be completed and submitted to the appropriate agency by the March 31, 2011, submittal deadline.

D. Project Authorization Period

Services will commence on or about December 19, 2010, and end June 30, 2011, or upon completing the agreed upon services. If any of these GHG provisions are repealed, the County reserves the right to terminate this Agreement in accordance with the Master Agreement termination clause.

E. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

Project Price

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement Exhibit C – Rate Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Rate Schedule.

A Summary breakdown of the Project fees is as follows:

Task	Description	Maximum Total Task Price
1	Title V Reporting *	\$5,000.00
2	Annual Title V Compliance Certification	\$2,500.00
3	GCCS Modification Letter	\$2,000.00
4	GCCS Design Plan Revision	\$4,000.00
5	GHG EPA Rule Annual Report	\$5,000.00
	Total (includes reimbursable listed below)	\$18,500.00

*Note: Title V Reporting Maximum Total Task Price includes task being performed twice with reports due Dec. 31, 2010, and June 30, 2011.

**The Maximum Total Task Price includes up to 4 days of monitoring. Contractor shall bill all charges in this task, in accordance with the Master Agreement, Exhibit C – Rate Schedule.

Below is a detailed breakdown of the Hourly fees for Tasks 1-5:

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$155.00	Sr. Project Professional Billable Hourly Rate \$130.00	Project Professional Billable Hourly Rate \$114.00	Administrative Assistant Billable Hourly Rate \$65.00
*1	2		2.5	32	2
2	1		2.5	16	1

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$155.00	Sr. Project Professional Billable Hourly Rate \$130.00	Project Professional Billable Hourly Rate \$114.00	Administrative Assistant Billable Hourly Rate \$65.00
3	1		2	12.5	1
4	2		4	25	2
5	2		4.5	33.5	1.5

* Title V Reporting Maximum Total Task Price includes task being performed twice with reports due Dec. 31, 2010, and June 30, 2011.

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-5

Title	Total	Not To Exceed Total
Overnight Mailing Expenses	\$ 266.50	\$266.50
Total		\$266.50

*Note: The above Reimbursable item is included in the Project fee totals listed above.

PROJECT TOTAL: \$18,500.00

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

1. The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$18,500.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Contractor shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Contractor's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Contractor in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided.
3. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
 Department of Environmental Resources Landfill
 Attention: Jami Aggers
 3800 Cornucopia Way, Suite C
 Modesto, California 95358

G. Representatives

The County's representatives are Jami Aggers, (209) 535-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Michael O'Connor, Project Manager, (916) 361-1297.

H. Duty to Cooperate

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Contractor shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

I. Responsibility for Errors

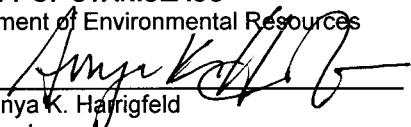
Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

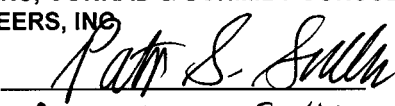
IN WITNESS WHEREOF, the parties have executed this Project No. 10-005-SMG on January 14, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

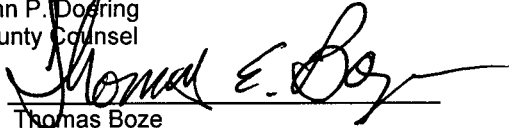
"County"

**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC**

By: 
Name: Patrick S. Sullivan
(Printed)
Title: Senior Vice President

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

Greenhouse Gas Reporting Services for Geer Road Landfill

Project Number 10-006-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

B. Scope of Work

Contractor shall provide all the labor, material, and equipment to provide services as described below:

TASKS 1 AND 2 - BACKGROUND:

The following is background information as it relates to regulatory requirements for Tasks 1 and 2.

Greenhouse Gas Regulation Compliance

Contractor shall provide services associated with compliance with the requirements of recently enacted greenhouse gas regulations. The Scope is preceded by a summary of applicable regulations.

Landfill Methane Rule

On June 17, 2010, the Office of Administrative Law (OAL) approved rulemaking associated with the Landfill Methane Rule (LMR) and filed it with the Secretary of State. As of this date, the LMR became an effective California State regulation.

Applicability

Applicability criteria of the LMR for municipal solid waste landfills in California are covered in §95461 and exemptions to the rule are covered in §95462 of the Final Regulation Order under 17 California Code of Regulations (CCR).

The surface monitoring requirements of the rule are covered in §95469. These requirements are listed below:

- Quarterly instantaneous surface emissions monitoring (SEM) at 25-foot spacing with a 500 parts per million by volume (PPMV) methane limit, including testing of cover penetrations, with corrective action/re-monitoring.
- Quarterly leak testing of gas collection and control system (GCCS) components not under vacuum at a 500 PPMV methane limit, including corrective action/re-monitoring.
- Quarterly integrated surface sampling with a limit of 25 PPMV methane.

The LMR also provides test methods and procedures, which explicitly inform an owner or operator how to conduct monitoring at the Geer Road Landfill that is subject to the regulation.

Requirements

If a landfill is required to comply with the full requirements of the LMR, the landfill must be in full compliance 18 months after approval of a GCCS Design Plan for active sites and 30 months for closed sites if a new or modified GCCS is required. Otherwise, compliance must be achieved by January 1, 2011. Table 1 (attached) contains a summary listing of the various compliance requirements, along with associated deadlines and notes.

General Compliance and Monitoring Requirements

GCCS requirements of the rule are contained within §95464 and include:

- GCCS Design Plan
- Continuous GCCS operation
- GCCS component leak limitations
- 99 percent destruction efficiency for methane in LFG control device as demonstrated during annual source testing. Lean burn engines can use alternate limit of 3,000 PPMV methane in the exhaust.
- Breakdown and upset notices.
- Specific recordkeeping requirements and limits on GCCS downtime.
- Enclosed flares required with only limited use of candlestick flares (Note: Geer Road Landfill has an enclosed flare).

The monitoring requirements of the rule are located in §95469. These requirements are listed below:

- Monthly wellhead monitoring and requirement to achieve negative pressure at all wellheads, including corrective action/re-monitoring.
- Quarterly instantaneous SEM at 25-foot spacing with a 500 PPMV methane limit, including testing of cover penetrations, with corrective action/re-monitoring.
- Quarterly leak testing of GCCS components not under vacuum at a 500 PPMV methane limit, including corrective action/re-monitoring.
- Quarterly integrated surface sampling with a limit of 25 PPMV methane.
- Continuous flow and temperature monitoring.

The LMR also provides test methods and procedures, which explicitly inform an owner or operator how to conduct monitoring at a MSW landfill that is subject to the regulation.

Reporting Requirements

Reporting requirements are found in §95470 of the LMR. The requirements are summarized below with the types of reports that may be required:

- Closure Notification.
- Equipment Removal Report.
- Annual Report:
 - General site information
 - Total volume of LFG collected (reported in standard cubic feet (scf)),
 - Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
 - Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
 - Date GCCS installed
 - Percent methane destruction efficiency
 - Volume and composition of gas shipped off-site
 - Type and amount of supplemental fuels burned with the LFG.
 - Recent topographic map, and
 - All monitoring data.
- Waste-in-Place Report.
- LFG Heat Input Capacity Report.

The annual reporting deadline for the AB32 LMR is March 15 of each year. Initially, the LMR will be implemented by the California Air Resources Board (CARB) but ultimately implementation and enforcement may fall to the local air districts.

EPA GHG Reporting Rule

Starting on January 1, 2010, the U.S. Environmental Protection Agency (EPA) required landfill site owners to monitor and report GHG emissions under 40 Code of Federal Regulations (CFR) Part 98, Subpart HH if their facilities meets the reporting criteria of 40 CFR §98.2 (a) (1). The two criteria that can trigger reporting requirements are:

1. MSW landfills which have accepted waste on or after January 1, 1980. This source does not include hazardous waste landfills, construction and demolition landfills, or industrial landfills. This source category consists of the following at MSW landfills: the landfill itself, LFG collection systems, and LFG destruction devices (including flares).

- a. The Geer Road Landfill accepted and landfilled MSW after January 1, 1980.
2. MSW landfills that generate methane in amounts equivalent to 25,000 metric tons of carbon dioxide equivalent (MT CO₂e) or more per year, as determined according to Subpart HH of this part.
 - a. The Geer Road Landfill methane recovery amount for 2010 is greater than the 25,000 MTCO₂e.

Because of this, Contractor prepared a GHG Monitoring Plan for the site with which the County is complying. Future work under the EPA rule includes the submittal of annual GHG emissions reports, which are due by March 31 each year, starting in 2011.

GHG Compliance Project Understanding

Contractor understands the primary objective of this project is to provide the County with consulting services necessary to perform exemption and/or compliance activities related to the LMR and the EPA GHG rule for the Geer Road Landfill. Specifically, as discussed, the Contractor shall complete the following general tasks:

- LMR Request for Alternatives Letter
- Annual Report under EPA GHG rule

GHG Compliance Scope Of Work

The scope also includes annual compliance with the EPA GHG rule. The work plan is categorized into the following work tasks.

Task 1 – LMR Request for Alternatives Letter

CARB recently indicated to Contractor that the SEM exemption provision of the LMR is not applicable to sites with existing GCCS. However, CARB has indicated that they shall consider a request for alternative compliance that is based on SEM results. As such, the Contractor shall prepare a letter requesting alternative compliance based on SEM results, as well as, alternative compliance based on any other parameters specified in the LMR that are applicable to the Landfill.

Contractor shall determine for Geer Road all appropriate compliance alternatives, including SEM results, for meeting the LMR requirements and shall prepare a formal letter for submittal to CARB requesting these alternatives. The intent of the letter is to enable the Landfill to comply with LMR as of the initial compliance deadline of January 1, 2011 (or a later date subsequently determined by CARB).

Task 2 – EPA GHG Annual Report

Contractor shall prepare the annual report required under the EPA GHG reporting rule for submittal to EPA. The report shall contain all of the necessary items per the rule. A draft of the report shall be delivered to the County for review. Contractor shall incorporate the County's comments and be submitted in final deliverable to CARB on behalf of the County. This report shall be required annually beginning on March 31, 2011.

As this will be the first report prepared and submitted under the new EPA Rule, the effort involved in this initial effort is expected to be significantly greater than the effort needed for subsequent reports. For this initial report, the scope shall include communication between Contractor and County Landfill staff to ensure the monitoring data being collected at the site is complete and is retained in a format that will facilitate preparation of the annual report. Contractor shall conduct this preliminary communication with County Landfill staff immediately upon receiving authorization for this task so that all subsequent 2010 monitoring and data retention will be streamlined for the EPA reporting.

C. Schedule

Task 1 – LMR Request for Alternatives Letter

This Task shall be completed prior to the initial LMR compliance deadline of January 1, 2011.

Task 2 –EPA GHG Annual Report

This Task shall be completed and submitted to the appropriate agency by the March 31, 2011, submittal deadline.

D. Project Authorization Period

Services will commence on or about December 19, 2010, and end April 30, 2011 or upon completing the agreed upon services. If any of these GHG provisions are repealed, the County reserves the right to terminate this Project No. 10-006-SMG

Agreement in accordance with the Master Agreement termination clause.

E. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

Project Price

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement Exhibit C – Rate Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Rate Schedule.

A Summary breakdown of the Project fees is as follows:

Task	Description	Maximum Total Task Price
1	LMR Request for Alternatives Letter	\$ 2,500.00
2	GHG EPA Rule Annual Report	\$ 5,000.00
	Total (includes reimbursibles listed below)	\$ 7,500.00

Task #	Principal Billable Hourly Rate \$230.00	Project Manager (FS) Billable Hourly Rate \$145.00	Sr. Project Professional Billable Hourly Rate \$130.00	Project Professional Billable Hourly Rate \$114.00	Admin. Assistant Billable Hourly Rate \$65.00
1	1		2.5	16	1
2	2		4.5	33.5	1.5

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-2. These reimbursable expenses are included in the Project Total.

Title	Total	Not To Exceed Total
Overnight Mailing Expenses	\$ 94.50	\$ 94.50
Total		\$ 94.50

Note: The above Reimbursable items are included in the Project fee totals listed above.

* Reimbursement shall be made in accordance with Exhibit C – Rate Schedule of the Master Agreement.

PROJECT TOTAL: \$7,500.00

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

1. The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$7,500.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Contractor shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Contractor's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Contractor in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided.
3. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
 Department of Environmental Resources Landfill
 Attention: Jami Aggers
 3800 Cornucopia Way, Suite C
 Modesto, California 95358

G. Representatives

The County's representatives are Jami Aggers, (209) 535-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Michael O'Connor, Project Manager, (916) 361-1297.

H. Duty to Cooperate

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Contractor shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

I. Responsibility for Errors

Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Project No. 10-006-SMG on January 4, 2010.

COUNTY OF STANISLAUS
 Department of Environmental Resources

By: [Signature]
 Sonya K. Harrigfeld
 Director

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: [Signature]
 Name: Patrick S. Sullivan
 Title: Senior Vice President

"County"

"Contractor"

APPROVED AS TO FORM:

John P. Ddering
 County Counsel

By: [Signature]
 Thomas Boze
 Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

Cease and Desist Order Activities

Geer Road Landfill

Project Number 11-001-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Contractor"), on August 28, 2007.

B. Background

The Geer Road Landfill (GRLF) is owned by Stanislaus County (County) and is managed by the Department of Environmental Resources. The landfill was operated from 1970 to 1990 serving the City of Modesto and parts of the County. The permitted, closed landfill is located in Section 34, Township 3 South, Range 10 East, and Section 3, Township 4 South, Range 10 East, MDB&M. The center of the site is located at approximately latitude 37° 34.32' and longitude 120° 51.05'. The physical address is 750 Geer Road, Modesto, California.

Groundwater impacts in the form of volatile organic compounds (VOCs) have been known to exist at the site since the mid-1980s. Since that time, actions taken to address the impacts have included closing and capping the landfill; installation and operation of a landfill gas (LFG) extraction and flare system; expansion of the LFG system to include extraction points in the unsaturated zone beneath the landfill; and installation and operation of a groundwater extraction and treatment system (GWETS). Additional monitoring wells have also been installed over time to assess groundwater conditions in around the site.

An assessment of the effectiveness of the existing GWETS by Contractor in 2008 indicated that while the system is pumping and treating groundwater to remove VOCs, the area of influence around each of the 12 pumping wells is minimal. To evaluate the best options for improving groundwater corrective actions, Contractor completed an Engineering Feasibility Study in early 2009, which concluded that the preferred correction action alternative was replacement of the existing GWETS with an expanded system of wells pumping at higher extraction rates, plus a new treatment and disposal system for the extracted water.

In 2010, aquifer testing of the shallow and deep groundwater zones lead to a modification of the original conceptual design of the expanded GWETS. A system design was submitted to Regional Water Quality Control Board (RWQCB) on October 31, 2010, but the cover letter for that design document recommended that the plan not be implemented at that time. This recommendation was based on the estimated limited effectiveness of the system compared to the LFG extraction system, and the desire to take more time to evaluate effectiveness of recently installed LFG extraction wells.

On November 22, 2010, RWQCB issued a draft Cease and Desist Order (CDO) which requires the County to optimize the LFG system, conduct additional investigations to determine the nature and extent of groundwater impacts, and implement additional corrective actions to control the groundwater impacts.

Contractor shall provide support in responding to the draft CDO through the anticipated adoption date of the CDO in April 2011.

C. Scope of Work

Contractor shall provide all of the labor, materials, equipment, supplies, and supervision to perform the work described in the following task:

Task 1 - Support in Responding to the Draft CDO

Contractor shall provide, on a as needed basis, support in the form of participation in meetings with the County and

outside counsel at the County's request; participation in conference calls; participation in meetings with RWQCB; preparation of maps and/or other documents; maintaining an electronic Work Space on the Central Desktop website for scheduling and file sharing to provide document access to Stanislaus County and its consultants; uploading of files to the work space; and providing comments on the draft CDO and other documents. This support shall continue through the April 2011 hearing date for the CDO at the RWQCB.

D. Schedule

Contractor shall perform the activities described in the Scope of Work on an as needed basis through the hearing date of the CDO in April 2011.

E. Project Authorization Period

Services will commence on or about March 17, 2011, and end April 30, 2011 or upon completing the agreed upon services.

F. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

Project Price

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement Exhibit C – Rate Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Rate Schedule.

Task	Description	Maximum Total Task Price
1	Support in Responding to Draft CDO	\$ 53,180.00
	Reimbursable for Task 1	\$ 1,500.00
	Total (includes reimbursable listed below)	\$ 54,680.00

Below is a detailed breakdown of estimated hours for Task 1:

Task #	Principal Billable Hourly Rate \$230.00	Project Director Billable Hourly Rate \$195.00	Sr. Technical Manager Billable Hourly Rate \$176.00	Project Profess Billable Hourly Rate \$114.00	Staff Profess Billable Hourly Rate \$90.00	Drafter/ AutoCAD Billable Hourly Rate \$75.00	Clerical Billable Hourly Rate \$65.00
1	60	24	120	60	50	16	16

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-2. These reimbursable expenses are included in the Project Total.

Title	Quantity	UOM	Rate	Not To Exceed Total
Tool Truck *	10	Days	\$100.00	\$1,000.00
Travel (vehicle)*	980	miles		\$ 500.00
Total				\$ 1,500.00

Note: The above Reimbursable items are included in the Project fee totals listed above.

* Reimbursement shall be made in accordance with Exhibit C – Rate Schedule of the Master Agreement.

PROJECT TOTAL: \$54,680.00

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Project Authorization and Master Agreement Exhibit C.

1. The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$54,680.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Contractor shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Contractor's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Contractor in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided.
3. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:
Stanislaus County
Department of Environmental Resources Landfill
Attention: Jami Aggers
3800 Cornucopia Way, Suite C
Modesto, California 95358

H. Representatives

The County's representatives are Jami Aggers, (209) 535-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. Duty to Cooperate

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Contractor shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

J. Responsibility for Errors

Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

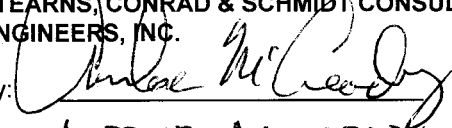
(Signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Project No. 11-001-SMG on _____, 2011.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

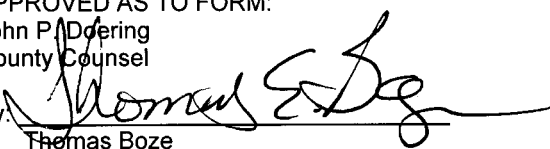
By: 
Name: AMBROSE MCCREADY
Title: DKE PRESIDENT

"County"

"Contractor"

APPROVED AS TO FORM:

John P. Dering
County Counsel

By: 
Thomas Boze
Deputy County Counsel