

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

DEPT: Environmental Resources

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE April 5, 2011

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, 2011, through June 30, 2012, and to increase the not to exceed contract amount to \$3,229,404 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.
3. Authorize the Director of Environmental Resources, or her designee, to sign additional individual Project Authorizations during fiscal years 2010-2011 and 2011-2012 providing that the cumulative total does not exceed the cumulative five-year total contract amount of \$3,229,404.

FISCAL IMPACT:

There is no impact to the County General Fund. The current cumulative four-year Master Agreement total with SCS Consulting Engineers, Inc., is \$2,461,211. Approval of this amendment adds \$768,193 to the Agreement, as follows: \$93,500 for Project Authorization No. 11-002 and \$115,000 to Project Authorization No. 007-002 for additional Fiscal Year 2010-2011 expenses, \$459,494 for a final one-year contract extension of Project Authorization Nos. 007-001, 007-002, and 007-003, plus a maximum of 15% in contract changes, or \$100,199, for a cumulative five-year total of \$3,229,404.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2011-198

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



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

FISCAL IMPACT (Continued):

SCS Engineers has agreed to maintain their existing pricing for this one-year extension of the contract, July 1, 2011, through June 30, 2012. Funds for the work at Geer Road Landfill in Fiscal Year 2010-2011 have been appropriated in the Department of Environmental Resources approved Landfill Operating Budget. The costs applicable to Fiscal Year 2011-2012 will be included in the Department's proposed budgets.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road and Geer Road Landfills. The day-to-day operation and maintenance of the Fink Road Landfill is performed by in-house staff. Periodic maintenance at the (closed) Geer Road Landfill is also provided by in-house staff. For both sites, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting, as well as for regular 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, with an option to extend on a year-to-year basis through June 30, 2012, to provide these specialized services for Stanislaus County. This initial three-year period extended through June 30, 2010. Since it was awarded, the contract has been amended twice to provide additional funding for new requirements imposed by the Regional Water Quality Control Board (RWQCB); on November 25, 2008, and October 27, 2009, respectively. This was followed by the approval of Amendment No. 3 on May 4, 2010, which exercised the first of two possible one-year extensions to the Agreement. The Board approved this amendment given that SCS held its pricing constant for the post-closure maintenance services at the Geer Road Landfill and requested only a modest 3.0% increase for the environmental services it provides at both landfills.

On November 22, 2010, the RWQCB issued a Draft Cease and Desist Order (CDO) to the County for the Geer Road Landfill. This resulted in a series of meetings with RWQCB staff in addition to a formal response to the CDO which was due on February 14, 2011. Data gathering and additional onsite testing are also necessary to adequately prepare for the RWQCB hearing which takes place in early April 2011. As such, the County has required an increased level of technical support from SCS over these past few months which is expending the funds within Project Authorization (PA) No. 007-002 for environmental monitoring, testing, and reporting at a rapid rate. Given this, there are insufficient funds within the Master Agreement for this purpose for the remainder of Fiscal Year 2010-2011. Staff is recommending an Amendment to add \$115,000 to PA No. 007-002 to cover these estimated costs.

In addition, although the exact terms of the CDO have not yet been finalized, Department staff asked SCS to prepare a work outline and cost estimate that mirrors the recent discussions that have taken place with the RWQCB regarding work that will be required in the coming months. The first phase of work anticipated by the CDO is estimated to cost \$93,500 and is necessary

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

because staff must be prepared to move forward quickly with the mandates that are imposed at the April RWQCB hearing. This work will be conducted under PA No. 11-002. Finally, staff is also recommending exercising the final one-year contract extension with SCS at this time which provides 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. SCS has agreed to maintain their existing pricing through June 30, 2012.

Amendment No. 4 (Attachment A) adds \$115,000 to PA No. 007-002 for Fiscal Year 2010-2011 for routine environmental monitoring expenses at Geer Road Landfill, \$93,500 for Project Authorization No. 11-002 for work specific to the Draft CDO, \$459,494 in Fiscal Year 2011-2012 for Project Authorizations Nos. 007-001, 007-002, and 007-003 for a final one-year contract extension, and 15% in contract changes, or \$100,199, for a cumulative five-year contract total of \$3,229,404.

POLICY ISSUE:

Approval of this agenda item to amend the Agreement with SCS 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 A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. Landfill services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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



AMENDMENT NO. 4

TO

INDEPENDENT CONTRACTOR MASTER AGREEMENT

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

This Amendment No.4 to the Master Agreement for Independent Contractor Services ("Amendment No. 4") 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 APR 05 2011.

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, Amendment 2 dated October 22, 2009, and Amendment 3 dated May 4, 2010 cumulatively increased the "not to exceed" Limit of Expenditure amount in Exhibit A, Section H of the Master Agreement to a total of \$2,461,211.10; 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, Amendment 3 extended the Agreement until June 30, 2011; and

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

Whereas, the County desires to increase this Agreement's "Not to Exceed" amount by \$768,193.00 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:


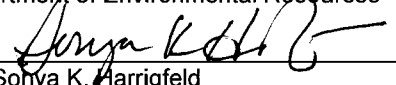
"**LIMIT OF EXPENDITURE:** The maximum amount to be paid by the County for services provided under this Master Agreement shall not exceed \$3,229,404.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement. No rate increase is allowed during this final extension period.

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 second and final extended term of the Agreement shall be for a period commencing on July 1, 2011 and continue for a period of twelve (12) months, or until all work on each Project Authorization let during the twelve (12) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

3. 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 Chair of The Board of Supervisors</p> <p>Date: <u>4-5-11</u></p> <p>"County"</p>	<p>SCS ENGINEERS</p> <p>By: <u></u> Patrick S. Sullivan Senior Vice President</p> <p>Date: <u>3-25-11</u></p> <p>"Contractor"</p>
<p>ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: <u></u> Deputy Clerk</p> <p>Date: <u>4-5-11</u></p>	
<p>APPROVED AS TO CONTENT: Department of Environmental Resources</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas E. Boze Deputy County Counsel</p> <p>Date: _____</p>	



DEPARTMENT OF ENVIRONMENTAL RESOURCES
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Phone: (209) 525-6770
Fax: (209) 525-6773

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

Amendment 3 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, and Project Authorization number 07-003-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 February 4, 2009, and Amendment 2, dated May 20, 2010, increased the Project Authorization's, Section C- Compensation, "Project Price," Item 2, "not to exceed" amount to \$595,369.36; 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. A second and final extended term of the Project Authorization shall be for a period commencing on July 1, 2011, and continue for a period of twelve (12) months, or until all work on this Project Authorization let during the twelve (12) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

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:

"The maximum amount to be paid by the County for the initial services provided shall not exceed \$385,320.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the first extended period shall not exceed \$57,883.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the second and final extended period shall not exceed \$152,166.36, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

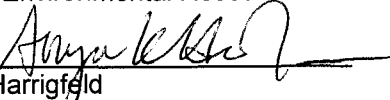
"shall not exceed \$595,369.36"

3. 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 3, on

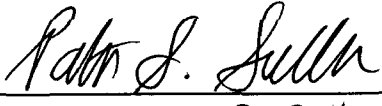
April 5, 2011.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

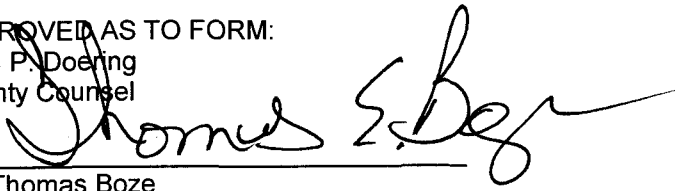
SCS ENGINEERS

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



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**Environmental Monitoring Testing, Analyzing and Reporting
At
Fink Road Landfill
Amendment 2 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, Amendment 1, dated May 20, 2010, extended the term in Section E – "Project Authorization Period" to June 30, 2011, and increased the total Project Authorization not to exceed amount in Section C – Compensation, "Project Price," Item 2, to not exceed \$538,811.00; 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. A second and final extended term of the Project Authorization shall be for a period commencing on July 1, 2011, and continue for a period of twelve (12) months, or until all work on this Project Authorization let during the twelve (12) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

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:

The maximum amount to be paid by the County for the initial services provided shall not exceed \$401,100.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the extended period shall not exceed \$137,711.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work

under this Agreement.

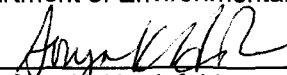
The maximum amount to be paid by the County for services provided in the second extended period shall not exceed \$137,711.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

Total Consultant's compensation for this Project Authorization shall not exceed a cumulative total amount of \$676,522.00.

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

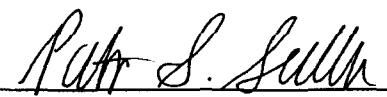
IN WITNESS WHEREOF, the parties have executed this Project No. 07-001-SMG Amendment 2, on April 5, 2011.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

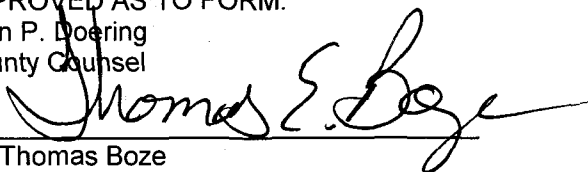
SCS ENGINEERS

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



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**Environmental Monitoring Testing, Analyzing and Reporting
At
Geer Road Landfill
Amendment 4 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, Amendment 2, dated March 10, 2010, and Amendment 3, dated May 20, 2010, increased the Project Authorization's, Section C- Compensation, "Project Price," Item 2, "not to exceed" amount to \$663,647.52; 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 \$284,617.11, 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. A second and final extended term of the Project Authorization shall be for a period commencing on July 1, 2011, and continue for a period of twelve (12) months, or until all work on this Project Authorization let during the twelve (12) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

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:

The maximum amount to be paid by the County for the initial services provided shall not exceed \$385,274.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the first extended period shall not exceed \$39,318.25, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the second extended period shall not exceed \$69,438.16, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the third extended period shall not exceed \$169,617.11, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the County for services provided in the fourth and final extended period shall not exceed \$284,617.11, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

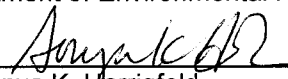
Total Consultant's compensation for this Project Authorization shall not exceed a cumulative total amount of \$948,264.63.00.

3. 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 4, on

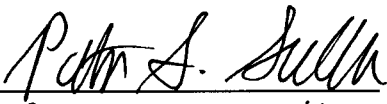
April 5, 2011.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

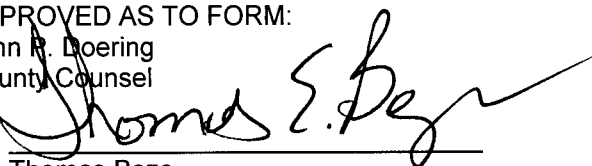
"County"

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
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Cease and Desist Order Negotiations and Preparation of Initial Work Plans

Geer Road Landfill

Project Number 11-002-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 field sampling and related data gathering in preparation for the CDO hearing, and initial tasks to be implemented after the CDO has gone to the RWQCB for approval.

C. Scope of Work

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

Task 1 – Triangle Ranch Well Sampling

Contractor shall retain a well development contractor to complete well development for the six (6) wells previously installed as piezometers (water level monitoring points) on the lower Triangle Ranch property in early 2010. Wells shall be developed to remove any accumulated sediment and to prepare the wells for sampling. After well development is completed, Contractor shall collect groundwater samples from each of the piezometers and submit the samples to a laboratory for analysis to include Volatile Organic Compounds (VOCs), dissolved metals, and general water quality parameters including cations/anions. Contractor shall adhere to all prevailing wage requirements for well development.

Contractor shall evaluate the data to determine if groundwater impacts are apparent in the area. Data shall be used, in part, to determine the nature and extent of impacts, as required by the CDO. Data shall be included in a Technical Memorandum to the County (which may also be submitted to RWQCB as an informational item not required by the CDO), and data shall be included in the future *Supplemental Groundwater Investigation Report*, required by the CDO. Contractor shall recommend procedures and a schedule for future sampling of the Triangle Ranch wells, as appropriate.

Task 2 – Landfill Gas Speciation

Contractor shall complete screening of LFG in up to ten (10) LFG extraction (EX) wells and/or monitoring probes/points, in the vicinity of monitoring wells MW-4S and MW-4D, to estimate vinyl chloride concentrations. Screening shall be completed using detection tube methods specific to isolate vinyl chloride. Contractor shall document and summarize results in a spreadsheet, and transmit to the County and Meyers Nave for use in responding to the CDO.

Contractor shall collect gas samples from each of the twenty (20) recovery wells that are screened in the vadose zone (not screened in waste materials), and shall have the gas samples analyzed by Environmental Protection Agency (EPA) Method TO-15 for VOC concentrations. At the time LFG samples are collected, Contractor shall measure the fixed gases (methane, carbon dioxide, oxygen, nitrogen) with a GEM 2000 gas analyzer. Contractor shall identify up to five (5) additional gas sampling points that may be sampled for TO-15 analyses, including, if necessary, LFG extraction wells in the vicinity of monitoring wells MW-4S and MW-4D to assess if vinyl chloride, detected in groundwater in that area, is also present in LFG. Initially, however, speciations for only the six (6) wells closest to MW-4S and MW-4D may be required and the additional 19 speciations shall be done in consultation with Stanislaus County.

Contractor shall arrange for delivery of certified clean Summa canisters from the laboratory, delivery of the canister samples to the laboratory, and shall analyze the results obtained from the laboratory. The speciations data results shall be used to assess VOC concentrations in the subsurface, and to provide necessary information to support the LFG Optimization Plan (Task 3)

Task 3 – Preparation of LFG Optimization Plan

Contractor shall prepare a LFG Optimization Plan to address the RWQCB's draft CDO Items 1 a. and 1 b. under "Landfill Gas Corrective Action Tasks." The Plan shall be submitted to RWQCB no later than June 7, 2011, and shall include:

- An evaluation of the ability of the existing LFG extraction system to provide and maintain continuous negative pressure in each LFG extraction well for each interval monitored.
- If the evaluation concludes that the existing system can achieve continuous negative pressure throughout the entire footprint of the landfill where LFG is being produced (and if appropriate from the vadose zone adjacent to and beneath the landfill if LFG is present) and within each interval:
 1. A description of the measures that have been taken and that will be required to achieve continuous negative pressure; and
 2. A schedule with a completion date of no later than October 7, 2011, for implementing measures to bring the wells under continuous negative pressure.

The draft LFG Optimization Plan shall be submitted to the County, in electronic format, approximately ten (10) working days prior to the RWQCB due date, for review and comment. Contractor shall incorporate County comments, produce up to ten (10) copies of the Plan, and deliver the final Plan to RWQCB, and the County.

Note: The contents of this LFG Optimization Plan, and the due date for submittal of the Plan, may change in the final version of the CDO adopted by the RWQCB. Additional requirements added to this Plan shall require an Amendment to the Project Authorization

Task 4 – GWETS Optimization Plan

Contractor shall prepare a GWETS Optimization Plan to address the RWQCB's draft CDO Item 3 under "Groundwater Corrective Action Tasks." The Plan shall address improvements to the existing GWETS in order to maximize system flow and collection of groundwater in the area(s) of greatest concern. The Plan shall be submitted to RWQCB no later than June 30, 2011 (or a revised deadline as established by RWQCB), and shall include:

- A description of the improvements to be constructed and a design for the expanded treated groundwater extraction system. The schedule shall show that all construction and startup testing shall be completed by December 30, 2011 (or a revised deadline as established by RWQCB).

This deliverable shall include the following: Electronic and hard copy engineer's stamped drawings, plans and specifications, materials list, and an engineer's estimate for the County to competitively bid the construction. Contractor shall also be in attendance at the pre-bid conference, assist the County with review of the bid documents, and be available to answer questions from prospective bidders. Construction oversight, sampling, sample analysis, data evaluation and reporting/documentation shall be included in a future Project Authorization.

The draft GWETS Optimization Plan shall be submitted to the County, in electronic format, approximately ten (10) working days prior to the RWQCB due date, for review and comment. Contractor shall incorporate County comments, produce up to ten (10) copies of the Plan, and deliver the final Plan to RWQCB and the County.

Note: The contents of this GWETS Optimization Plan, and the due date for submittal of the Plan, may change in the final version of the CDO adopted by the RWQCB. Additional requirements added to this Plan shall require an Amendment to the Project Authorization.

Task 5 – Supplemental Groundwater Investigation Workplan

Contractor shall prepare a Supplemental Groundwater Investigation Workplan to address the RWQCB's draft CDO Item 4 under "Groundwater Corrective Action Tasks." The Plan shall address further activities to define the nature and extent of groundwater impacts. Contractor shall submit the Plan to RWQCB no later than June 30, 2011 and shall include:

- Plans to determine the vertical distribution and concentration of each constituent of concern in groundwater in each aquifer zone affected by the release, with attention paid to the deep gravel zone found at 125-140 feet bgs at Supply Well #2.
- Plans to determine the lateral distribution and concentration of each constituent of concern in groundwater at the northwest side of the landfill (Triangle Ranch property).
- Plans to evaluate whether groundwater on the west side of the Tuolumne River has been affected by the releases. At a minimum, this shall include:
 1. Procedures to identify all documented domestic and municipal water supply wells, and monitoring wells, within a one-mile radius downgradient (west and southwest) of the landfill, using records available from the California Department of Water Resources and Stanislaus County well permits. For documented wells that have screened intervals either in the surface (shallow) aquifer or the deep gravel bed (noted in Item a. above), prepare a sampling plan to determine if they have been impacted by the landfill plume. This work was completed in part, during the preparation of the October 2009 North Area Evaluation.
 2. Plans to install a minimum of three (3) monitoring wells to determine the lateral extent of the plume in the shallow and deep gravel zones. Monitoring wells shall be installed along County right-of-ways.

This deliverable shall include the following: Electronic and hard copy engineer's stamped drawings, plans and specifications, materials list, and an engineer's estimate for the County to competitively bid the construction. Contractor shall also be in attendance at the pre-bid conference, assist the County with review of the bid documents, and be available to answer questions from prospective bidders. Construction oversight, sampling, sample analysis, data evaluation and reporting/documentation shall be included in a future Project Authorization.

The draft Supplemental Groundwater Investigation Workplan shall be submitted to the County, in electronic format, approximately ten (10) working days prior to the RWQCB due date, for review and comment. Contractor shall incorporate County comments, produce up to ten (10) copies of the Plan, and deliver the final Plan to RWQCB and the County.

Note: The contents of this Supplemental Groundwater Investigation Workplan, and the due date for submittal of the

Plan, may change in the final version of the CDO adopted by the RWQCB. Costs presented below may need to be amended if additional requirements are added to the Plan.

D. Schedule

Contractor estimates the tasks for the CDO support and initial workplans shall be completed according to the following schedule:

	<u>Completion</u>
Task 1 – Triangle Ranch Well Sampling	4/15/11
Task 2 – LFG Speciation	4/15/11
Task 3 – LFG Optimization Plan	6/7/11
Task 4 – GWETS Optimization Plan	6/30/11
Task 5 – Supplemental Groundwater Investigation Workplan	6/30/11

E. Project Authorization Period

Services will commence on or about March 17, 2011, and end July 1, 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	Triangle Ranch Well Sampling	\$17,500.00
2	LFG Speciation	\$14,500.00
3	LFG Optimization Plan	\$20,000.00
4	GWETS Optimization Plan	\$23,500.00
5	Supplemental Groundwater Investigation Workplan	\$18,000.00
	Total (includes reimbursable listed below)	\$ 93,500.00

Below is a detailed breakdown of estimated hours for Tasks 1-5:

Title	Hourly Billable Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Principal	(\$230/hr)	1	2	17	8	4	32
Project Director	(\$195/hr)	0	0	16	24	8	48
Senior Technical Manager	(\$176/hr)	12	8	4	48	49	121
Senior Project Professional	(\$130/hr)	0	0	16	0	0	16
Project Professional	(\$114/hr)	25	8	49	16	24	122
Staff Professional	(\$90/hr)	16	8	26	24	16	90
Senior Eng. Technician	(\$75/hr)	0	0	0	24	12	36
Drafter, AutoCAD	(\$75/hr)	0	0	6	12	12	30
Clerical (\$65/hr)		2	2	10	8	8	30
	<i>Subtotal</i>						525
<i>Field Services</i>							
Project Manager	(\$145/hr)	2	8	8	4	0	22
Superintendent	(\$88/hr)	0	0	0	0	0	0
Senior Technician	(\$62/hr)	8	24	0	4	0	36
Project Administrator	(\$60/hr)	1	2	0	0	0	3
	<i>Subtotal</i>						61
TOTAL							586

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-5. These reimbursable expenses are included in the Project Total.

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Hotel/Meals*	\$160.00	N/A	N/A			\$ 160.00
Transportation Expense (fuel)*	N/A	N/A	N/A	\$200.00	\$200.00	\$ 400.00
Equipment – Water level meter 2 days @ \$20/day, GEM 2000 2 days @ 185	\$ 40.00	\$370.00	N/A	N/A	N/A	\$ 410.00
Detection tubes	N/A	\$110.00	N/A	N/A	N/A	\$ 110.00
Tool Truck (10 days @ \$100/day)	\$300.00	\$200.00	N/A	\$300.00	\$200.00	\$1,000.00
*Subcontractor – Water Laboratory	\$3,000.00	N/A	N/A	N/A	N/A	\$3,000.00
*Subcontractor – Air Laboratory	N/A	\$6,250.00	N/A	N/A	N/A	\$6,250.00
*Subcontractor – Well Development	\$5,000.00	N/A	N/A	N/A	N/A	\$5,000.00
*Expendable Field Supplies	\$167.00	\$204.00	N/A	N/A	N/A	\$371.00
Total						\$16,701.00

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. Contractor must provide subcontractor’s original invoice to the County.

PROJECT TOTAL: \$93,500.00

*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 \$93,500.00**, 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.

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.

IN WITNESS WHEREOF, the parties have executed this Project No. 11-002-SMG on April 5, 2011.

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. Doering
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

Implement Well Modification Work Plans

Geer Road Landfill

Project Number 11-003-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. 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 around the site.

On April 8, 2011, RWQCB issued a Cease and Desist Order (CDO) which requires, among other items, submittal of a "Well Destruction and Replacement Report of Results to document that wells MW -14S, and the supply well (referring to well SW-1) were destroyed in accordance with the October 29, 2010, work plan, and that MW - 14S was replaced as described in the work plan." Although the October 29, 2010, work plan was approved for destruction of SW-1 and replacement of MW-14S, the work needs to be contracted, completed and the report submitted to RWQCB by November 30, 2011.

In a letter from RWQCB dated May 4, 2011, which provided clarification to items omitted from the CDO, RWQCB required a new work plan for the destruction of supply well SW-2, to be submitted by June 30, 2011. This work plan was prepared by the County's contracted Contractor SCS Engineers and submitted to RWQCB on May 20, 2011. The work plan projected that the work would be completed by October 31, 2011, with submittal of the report to RWQCB by November 30, 2011. This work also needs to be contracted, completed and reported to RWQCB.

The RWQCB letter of May 4, 2011, also required that a work plan be submitted to better define background groundwater conditions through installation of one or more new background monitoring wells, in addition to the possible destruction of the existing background well MW-20S. A work plan for this work was submitted by June 30, 2011. This work plan, which includes installation of two (2) new background monitoring wells (shallow and deep) and the destruction of MW-20S, was prepared by the County's contracted Contractor, SCS, and submitted to RWQCB on June 21, 2011. The work plan projected that the work would be completed by October 21, 2011, with submittal of the report to RWQCB by November 30, 2011.

C. Scope of Work

Contractor shall provide all of the labor, materials, equipment and supervision to implement the three (3) work plans identified in the "Background" section of this Project Authorization. This work includes the Contractor's preparation and issuance of engineered stamped plans and specifications; assisting the County with invitation for bid process, responding to contractors questions and clarifications and selection of contractors; permitting for well installations and well destructions; project coordination of County selected contractors and the County; oversight and

documentation of well installation and well destruction activities; and preparation of well installation and destruction reports to be submitted to RWQCB. The scope of work described herein, includes the following tasks:

Task 1 – Supply Well SW -1 and Monitoring Well MW-14s

Contractor shall prepare and submit electronically and in hard copy to the County, engineer stamped plans, specifications, a materials list and engineer's estimate, for the abandonment of Supply Well SW-1 and Monitoring Well MW – 14S and the installation of one (1) replacement monitoring well for MW -14S (MW-14S-R). Contractor shall also provide a review of the County's Invitation to Bid (BID) and provide input prior to County posting the bid. Contractor shall attend a site job walk for prospective contractors and shall assist County in responding to contractor questions or clarifications and provide review and comments, to the County, for the bids received.

Once the County has retained a drilling contractor, the Contractor shall prepare the required applications for well installation and destruction permits, and submit these permit applications to the County. The Contractor shall coordinate the schedule for implementation of the work with the County's drilling contractor and the County. The Contractor shall travel to the site prior to the start of drilling activities to mark the drilling location. The Contractor shall mobilize to the site and provide observation and documentation of the destruction of SW-1, the destruction of MW-14S, and the drilling and installation of MW-14SR, in accordance with RWQCB approved Work Plan. After the completion of the work, Contractor shall request the County survey the measuring point elevation of the new MW-14SR, and shall coordinate with the surveyor, as necessary.

The Contractor shall prepare a Well Destruction and Replacement Report of Results, as required by CDO Ordered Item #4. A draft version of this report shall be provided electronically to the County, for review and comment, no later than November 23, 2011. The Contractor shall incorporate County comments, as appropriate, produced five (5) copies of the final report, and deliver one (1) copy of the report to RWQCB no later than November 30, 2011.

Task 2 – Supply Well SW-2

Contractor shall prepare and submit electronically and in hard copy to the County, engineer stamped plans, specifications, a materials list and engineer's estimate, for the abandonment of Supply Well SW-2. Contractor shall also provide a review of the County's Invitation to Bid (BID) and provide input prior to County posting the bid. Contractor shall attend a site job walk for prospective contractors and shall assist County in responding to contractor questions or clarifications and provide review and comments, to the County, for the bids received.

Once the County has retained a drilling contractor, the Contractor shall prepare the required applications for a well destruction permit, and submit these permit application to the County. The Contractor shall coordinate the schedule for implementation of the work with the County's drilling contractor and the County. The Contractor shall mobilize to the site and provide observation and documentation of the destruction of SW-2, in accordance with the Work Plan (RWQCB approval is pending).

The Contractor shall prepare a Well Destruction and Replacement Report of Results. A draft version of this report shall be provided electronically to the County, for review and comment, no later than November 23, 2011, provided timely Work Plan approval is received from RWQCB, and the County retains the retains the drilling contractor prior to August 31, 2011. The Contractor shall incorporate County comments, as appropriate, produce five (5) copies of the final report, and deliver one (1) copy of the report to RWQCB no later than November 30, 2011.

Task 3 – Background Wells

Contractor shall prepare and submit electronically and in hard copy to the County, engineer stamped plans, specifications, a materials list and engineer's estimate, for the destruction of MW-20S, and the drilling and installation of new background wells MW-24S (shallow) and MW-24D (deep). Contractor shall also provide a review of the County's Invitation to Bid (BID) and provide input prior to County posting the bid. Contractor shall attend a site job walk for prospective contractors and shall assist County in responding to contractor questions or clarifications and provide review and comments, to the County, for the bids received.

Once the County has retained a drilling contractor, the Contractor shall prepare the required applications for well installation and destruction permits, and submit these permit application to the County. The Contractor shall coordinate the schedule for implementation of the work with the County's drilling contractor and the County. The Contractor shall travel to the site prior to the start of drilling activities to mark the drilling locations for Underground Service Alert (USA), and shall contact USA to receive a USA ticket. The Contractor shall mobilize to the site and provide observation and documentation of the destruction of MW-20S, and the drilling and installation of new background wells MW-24S and MW-24D, in accordance with the Work Plan (RWQCB approval is pending). After the completion of the work, Contractor shall request the County to survey the measuring point elevations of the new MW-24S and MW-24D, and shall coordinate with the surveyor, as necessary.

The Contractor shall prepare a Well Destruction and Replacement Report of Results. A draft version of this report shall be provided electronically to the County, for review and comment, no later than November 23, 2011, provided

timely Work Plan approval is received from RWQCB, and the County retains the drilling contractor prior to August 31, 2011. The Contractor shall incorporate County comments, as appropriate, produce five (5) copies of the final report, and deliver one (1) copy of the report to RWQCB no later than November 30, 2011.

D. Schedule

Contractor estimates the tasks for the implementation of well modification work plans shall be completed according to the following schedule:

	<u>Completion</u>
Task 1 – Supply Well SW-1 and Monitoring Well MW-14S	11/30/11
Task 2 – Supply Well SW-2	11/30/11
Task 3 – Background Wells	11/30/11

E. Project Authorization Period

Services will commence on or about July 25, 2011, and end November 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	Supply Well SW-1 and Monitoring Well MW-14S	\$15,652.00
2	Supply Well SW-2	\$12,654.00
3	Background Wells	\$18,688.00
	Total (includes reimbursable listed below)	\$ 46,994.00

Below is a detailed breakdown of estimated hours for Tasks 1-3:

Title	Hourly Billable Rate	Task 1	Task 2	Task 3	Total
Principal	(\$230/hr)	2	2	2	6
Senior Technical Manager	(\$176/hr)	12	16	20	48
Project Professional	(\$114/hr)	100	72	112	284
Clerical	(\$65/hr)	2	2	2	6
TOTAL					344

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-3. These reimbursable expenses are included in the Project Total.

Description	Task 1	Task 2	Task 3	Total
Hotel/Meals*	\$780.00	\$520.00	\$780.00	\$ 2,080.00
Field Vehicle @ \$100.00/day	\$600.00	\$500.00	\$700.00	\$ 1,800.00
Equipment – Water level meter \$20/day, Horiba U10 @ \$70.00/day	\$ 40.00	\$370.00	N/A	\$520.00
Total				\$4,440.00

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. Contractor must provide subcontractor’s original invoice to the County.

PROJECT TOTAL: \$46,994.00

*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 \$46,994.00**, 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. 11-003-SMG on July 20, 2011.

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. 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

**Prepare New Source Performance Standards (NSPS)
 Non-Methane Organic Compounds (NMOC) Emissions Report**

Geer Road Landfill

Project Number 11-004-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. 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.

The New Source Performance Standard (NSPS) regulations allow for Non-Methane Organic Compounds (NMOC) sampling every five (5) years and submittal of five (5) year NMOC reports, provided the results indicate the NSPS NMOC threshold of 50 Megagrams per year (Mg/yr) of NMOC is not exceeded during any of the five (5) years. Previously County's contracted contractor, SCS Engineers, obtained samples for NMOC reporting within five (5) years of the previous samples used for NMOC reporting. The results of this recent sampling shall be used to perform the below scope of work.

C. Scope of Work

Contractor shall provide all of the labor, materials, equipment and supervision to prepare a five (5) year NMOC Emissions Report that demonstrates that Geer Road Landfill is in compliance with the NSPS NMOC reporting requirements through the year 2015. The scope of work described herein, includes the following tasks:

Task 1 – NMOC Emissions Reporting Scope of Work

Contractor shall prepare and submit electronically and in hard copy to the County a five (5) year NMOC Emissions Report. The purpose of the report is to demonstrate Geer Road Landfill's compliance with the NSPS NMOC reporting requirement through the year 2015. The Contractor shall submit the report to the County for review and comment and incorporate the County's comments. Contractor shall submit the final report to the San Joaquin Valley Air Pollution Control District (SJVAPCD). This report shall fulfill the NMOC Emissions Report five (5) year reporting requirement through 2015. The County will be required to complete the next NMOC Emissions Report prior to June 2016.

D. Schedule

Contractor estimates this scope of work shall be completed within two (2) weeks of receiving authorization to proceed. Contractor shall provide the County a draft report for review in comment within one (1) week of receiving

authorization to proceed. Contractor shall revise as needed and submit the report to the SJVAPCD within one (1) week of receiving comments from the County.

E. Project Authorization Period

Services will commence on or about July 25, 2011, and end August 19, 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	NMOC Emissions Reporting	\$2,000.00
	Total (includes reimbursable listed below)	\$ 2,000.00

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

Title	Hourly Billable Rate	Task 1	Total
Principal	(\$230/hr)	1	1
Project Manager	(\$155/hr)	0	0
Senior Project Professional	(\$130/hr)	2	2
Project Professional	(\$114/hr)	12.5	12.5
Administrative Assistant	(\$65/hr)	.5	.5
TOTAL			16

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-3. These reimbursable expenses are included in the Project Total.

Description	Task 1	Not to Exceed Total
Overnight mailing	\$52.50	\$ 52.50
Total		\$52.50

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. Contractor must provide subcontractor's original invoice to the County.

PROJECT TOTAL: \$2,000.00

*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 \$2,000.00**, 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.

IN WITNESS WHEREOF, the parties have executed this Project No. 11-004-SMG on July 20, 2011.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 By: [Signature]
 Sorlya K. Harrigfeld
 Director

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.
 By: [Signature]
 Name: Patrick S. Sullivan
 Title: Senior Vice President
 "Contractor"

"County"
 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

BOARD OF SUPERVISORS
2011 AUG 23 A 9:39

**Operation, Maintenance and Repair Services
At
Geer Road Landfill
Amendment 4 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, and Project Authorization number 07-003-SMG dated August 30, 2007.

Whereas, Project Authorization 07-003-SMG, Section C- Compensation, "Project Price," Item 2 was let for a not to exceed amount of \$385,320.00; and Amendment 1, dated February 4, 2009, increased the not to exceed amount by \$57,883.00; and Amendment 2, dated May 20, 2010, increased the not to exceed amount by \$152,166.36; and Amendment 3, dated April 15, 2011, increased the not to exceed amount by \$152,166.36; for a total, "not to exceed" amount to \$747,535.72 and extended the term to June 30, 2012; and

Whereas, the County was issued a Cease and Desist Order R5-2011-0021 by the RWQCB, which required the County to optimize the existing landfill gas collection and control system and submit a LFG Extraction System Optimization Report by September 30, 2011; and

Whereas, effective the signing of this Project Authorization, the Contractor has agreed to the County removing the scope of work pertaining to the landfill gas collection and control systems from this Project Authorization and allow Tetra Tech BAS Inc., to perform this work for the remaining term of this Agreement and to cooperate and coordinate with Tetra Tech BAS Inc., in the performance of work; and

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

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

1. Section B – "General Requirement" is amended as follows:

"Should the County be fined by the California Regional Water Quality Control Board, (CRWQCB) as a result of the Consultant's failure to meet all Monitoring, Operation and Maintenance requirements associated with Tasks 2,3,4,5 and Tasks 7 and 8 as the relate to groundwater scheduled dates for reports required by the CRWQCB, WDR Order R5-2009-0051, Monitoring and Reporting Plan R5-2011-0022, and Cease and Desist Order R5-2011-0021, and /or to report any new releases of groundwater contamination to the County within 24 hours of discovery, Contractor agrees to reimburse the County the full amount of all fines within 30 days after demand for payment is made by the County."
2. Section C – " Scope of Work" the first paragraph is amended as follows:

"The Contractor shall provide all the labor, material, supplies, tools and equipment to operate, monitor and maintain the existing groundwater extraction and treatment system (GWETS) at the County's Geer Road Landfill to help control groundwater contamination. Contractor shall exercise generally accepted operation and maintenance practices with respect to the operational goals established by the system design engineer, the County, and with the rules and regulations of applicable state and local agencies, and other regulatory agencies for groundwater pump and treatment system operation and maintenance, as well as

environmental and regulatory reporting requirements.”

3. Section C – “Regulatory Requirements” is amended as follows:

“Permit Requirements

Contractor shall provide:

- Operation, maintenance and monitoring of GWETS (in coordination with the County) to maintain compliance with site specific regulatory agency requirements
- Proper maintenance of GWETS equipment
- Creation and retention of calibration and maintenance records that pertain to the GWETS.
- Operation of the groundwater pump system to maximize total flow and treatment.
- Maintenance of the groundwater extraction wellhead shut-off valves in good working condition.
- Take whatever action is necessary to protect human health.

Technical

Contractor shall provide the following:

- O & M of the GWETS to meet permit requirements and to protect on-site personnel and the public.
- Database management.
- Long-term trend tracking.
- Correlation of performance data with the County with respect to LFG surface emissions.

Administrative

Contractor shall provide the following:

- Timely reporting
- Timely invoicing
- Effective cost control
- Efficient scheduling
- Information and personnel access to the County Project Manager

4. Section C – “Scope of Services” is amended as follows:

“Contractor shall divide groundwater system operation, monitoring, maintenance and LFG surface and flare emissions testing and regulatory compliance reporting into the following Tasks:

- Task 2 – LFG surface emissions testing/reporting
- Task 3 – Flare emissions source testing/reporting
- Task 4 – Groundwater system operation, monitoring and maintenance
- Task 5 – Title V compliance/reporting services

The following Tasks are removed from this Project Authorization (and Contractor shall have no responsibility therefor):

- Task 1 – Routine Operation, Monitoring and Maintenance (including reporting, extraction well and flare analytical sampling in accordance with the current WDR)
- Task 6 – Quarterly CVRWQCB Reporting
- Task 7 – LFG Non- Routine Emergency Services
- Task 8 – LFG Non- Routine Scheduled Services

Contractor shall continue to be responsible for:

- Task 2 – Routine LFG Surface Emissions Testing and Reporting
- Task 3 – Routine Flare Emissions Testing and Reporting
- Task 4 – Routine Groundwater (GW) System Operation & Maintenance
- Task 5 – Title V Compliance / Reporting Services
- Task 7 – GWETS Non – Routine Emergency Services
- Task 8 – GWETS Non – Routine Scheduled Services

5. Pursuant to Amendment number 3, the maximum amount to be paid to the Contractor in performance of this Agreement shall not exceed \$747,535.72.

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

(signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Project No. 07-003-SMG Amendment 4, on August 9, 2011

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]
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

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

Project Number 10-005-SMG

Amendment 1

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 10-005-SMG dated July 4, 2011.

Whereas, the California Air Resources Board Regulatory AB32 Compliance requires that the County complete methane destruction efficiency testing in accordance with AB32 prior to December 31, 2011, to maintain compliance with the rule; and

Whereas the County has a need to increase the maximum amount in Section E - Compensation, Project Total by \$4,152.50 to allow for Contractor to perform services so that the County will maintain compliance with California Air Resources Board Regulatory AB32 rule; and

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

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

1. Section B – Scope of the Work is amended to add the following:

“Task 6 – Methane Destruction Efficiency Testing

Contractor shall provide all of the labor, consumables, materials, equipment, vehicles and materials to perform the methane destruction efficiency testing for AB32 compliance. The Contractor's work shall include the following:

- a. Contractor shall access the sampling ports by utilizing a bucket truck.
- b. Contractor shall perform three (3) thirty-minute continuous monitoring test runs for CH₄ & VOC using EPA Method 18 at the flare inlet and exhaust simultaneously. Destruction efficiency for CH₄ shall be calculated using the inlet and outlet CH₄ concentration and volumetric flow rate data.
- c. Contractor shall measure volumetric flow rate at the outlet of the flare using EPA Method EPA Method 19.
- d. Contractor shall take a single gas sample at each flare inlet for compliance fuel gas analysis which includes BTU/ft³, HHV, C₁ – C₆ + hydrocarbons, O₂, CO₂, N₂, by ASTM D 1945/3588.
- e. Contractor shall provide three (3) copies of the technical compliance report, one (1) copy to the Air Resources Board (unless the State requires additional copies) and two (2) copies to the County within four (4) weeks of testing. The report shall present a test narrative, emission concentrations, emission rates and destruction efficiency for all relevant sampling parameters.
- f. Contractor shall review the report and report test results for accuracy and shall note any potential compliance issues. Contractor services for the methane destruction efficiency testing exclude any modifications or repairs to the flare or LFG system or subsequent retest in the event exhaust emissions exceed permit thresholds.
- g. Contractor shall perform the services Monday through Friday.

2. Section E – Compensation is amended to include the following under “Project Price”:

“

Task	Description	Maximum Total Task Price
6	Methane Destruction Efficiency Testing*	\$4,152.50
	Total Project fees for Tasks 1-6 (*includes reimbursable listed below)	\$22,652.50

*Note: Includes reimbursable.

Detailed Task 6 Price

Below is a detailed breakdown of the Hourly fees for Task 6:

Task #	Project Manager (FS) Billable Hourly Rate \$145.00	Sr. Technician Billable Hourly Rate \$62.00	Sr. Superintendent Billable Hourly Rate \$60.00	Maximum Not to Exceed Total
6	1.5	4	1	
TOTAL	\$217.50	\$248.00	\$60.00	\$525.50

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

Task #	Title	Total	Not To Exceed Total
6	Best Environmental	\$3,150.00	\$3,150.00
	Mark up @ 15%	\$473.00	\$473.00
	Mileage	\$4.00	\$4.00
	Task 6 Reimbursable Total		\$3,627.00

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

3. Section E – Compensation, Project Price, the “Project Total is changed to read:

“PROJECT TOTAL (Tasks 1-6) : \$22,652.50” ; and

Item 2 under this section the “not exceed” amount is changed to read:

“not exceed \$22,652.50”

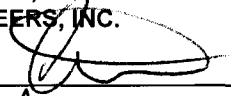
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project No. 10-005-SMG on December 15, 2011.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

“County”

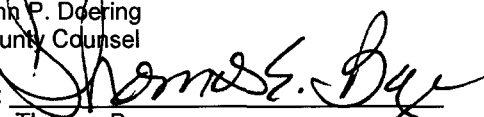
STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.

By: 
Name: Arthur Jones
(Printed)
Title: Project Manager

“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

Non-water Release Corrective Action Cost Estimate for Fink Road Landfill (FRLF)

Project Number 12-001-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

Pursuant to the California Code of Regulations (CCR), Title 27, Section 22101(b), municipal solid waste landfills are required to prepare an estimate for non-water release corrective action costs. This is a recent (July 2011) requirement of the CCR, and is being required as part of the 5-year permit review process. The Fink Road Landfill (FRLF) Solid Waste Facilities Permit (SWFP) was last reviewed and approved in August 2007, therefore, the process is due to be completed again by August 2012. Pursuant to CCR Section 21640, the permit review process shall commence 180 days in advance of the due date, or February 2012, in order to complete the process in a timely manner.

C. Scope of Work

Non-water Release Corrective Action Cost Estimate

Contractor shall provide all the labor, material, and equipment to provide the Non-water Release Corrective Action Cost Estimate Services as described in the following tasks:

Task 1– Non-Water Release Corrective Action Cost Estimate

Contractor shall review current information provided by the County regarding the Fink Road Landfill and develop the non-water release corrective action cost estimate, in accordance with the Regulations. This task includes but is not limited to the following:

- a. Contractor shall conduct one (1) site visit to inspect the FRLF and its final cover to assess the long-term viability of the cover.
- b. Contractor shall recommend an alternative non-water release scenario in place of full replacement of the cover, if appropriate.
- c. Contractor shall provide the County one (1) draft copy of the report to review. Contractor shall incorporate the County comments into the final report and submit the final version of the report to the County for inclusion in the 5-year Permit Renewal application package.
- d. Contractor shall prepare one (1) final copy of the report for the County and one (1) copy for each regulatory agency for approval. This includes, but is not limited to the California Department of Resources Recycling and Recovery (CalRecycle) and the Regional Water Quality Control Board (RWQCB).
- e. Contractor shall prepare one (1) CD copy of the report (including all tables, figures, drawings, appendices, etc.) in both PDF and Microsoft Word (or other) formats for the County.
- f. Contractor shall provide one (1) round of responses to regulatory agency comments, including but not limited to CalRecycle and the RWQCB.

D. Schedule

Task 1 - Non-Water Release Corrective Action Cost Estimate:

A Draft Non-water Release Corrective Action Cost Estimate report shall be provided to the County within 30 days of the notice to proceed. Contractor shall finalize and submit the report to County within ten (10) days following the receipt of County and/or regulatory agency comments. The County will provide requested data for anything needed for the report that Contractor does not have in-house.

E. Project Authorization Period

Services shall commence on or about February 1, 2012, and end March 1, 2012, or upon completing the agreed upon services. If any of these non-water release corrective action cost estimate provisions are repealed, the County reserves the right to terminate this Agreement in accordance with the Master Agreement termination clause.

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.

A Summary breakdown of the Project fees is as follows:

Task	Description	Maximum Total Task Price
1	Non-water Release Corrective Action Cost Estimate	\$7,393.00
	Total (includes reimbursable listed below)	\$7,393.00

Below is a detailed breakdown of the Hourly fees for Task 1:

Task #	Principal Billable Hourly Rate \$230.00	Project Professional Billable Hourly Rate \$114.00	Administrative Assistant Billable Hourly Rate \$65.00	Total
1	20	22	3	
Total	\$4,600.00	\$2,508.00	\$195.00	\$7,303.00

Below is a detailed breakdown of Reimbursable Expenses for Task 1

Title	Total	Not To Exceed Total
Transportation (Fuel) Expense*	\$ 90.00	\$90.00
Total		\$90.00

*Note: The above Reimbursable item is included in the Project fee totals listed above. Invoices submitted for reimbursement under the following categories shall be in accordance with this Project Authorization and Master Agreement, Exhibit C.

Project Total: \$7,393.00

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 \$7,393.00**, 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. Contractor shall submit a detailed invoice for work actually completed. The invoice shall 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.
2. 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) 525-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Ambrose McCready, 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 are on the next page)

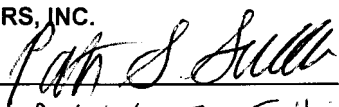
IN WITNESS WHEREOF, the parties have executed this Project No. 12-001-SMG on January 25, 2012.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

"County"

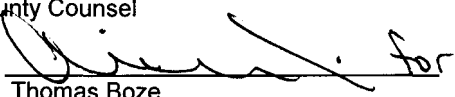
**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

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

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By:  for
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 Negotiations and Preparation of Initial Work Plans

Geer Road Landfill

Amendment 1 to

Project Number 11-002-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 11-002-SMG dated April 5, 2011, against Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"), and

Whereas, Section B – Task 4 – GWETS Optimization Plan, states that the contents of the GWETS Optimization Plan may change in the final version of the CDO adopted by the RWQCB requiring additional requirements be added to this Plan by means of an Amendment to the Project Authorization; and

Whereas, the County and the Contractor mutually agree that the services of Hazleton Environmental Inc, are needed as part of the CDO requirement for Geochemical and Plant Design Services; and

Whereas, Section F - Compensation, Project total and Item 2, stipulates that the maximum amount to be paid by the County for services shall not to exceed \$93,500.00; and

Whereas, the County desires to increase the "not to exceed" amount of this Project Authorization by \$5,439.08. due to the need to have the expertise of subcontractor Hazleton Environmental Inc., and

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

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

1. Section F – Compensation, the "Task 4 Maximum Total", "Project Total," and item 2 is amended as follows:

"Task 4 – Maximum Total Task Price is amended to read \$28,939.08"

"PROJECT TOTAL: \$98,939.08

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$98,939.08**, 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."


IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 11-002-SMG Amendment 1 on February 24, 2012.

(Signatures on the Next Page)

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfeld
Director

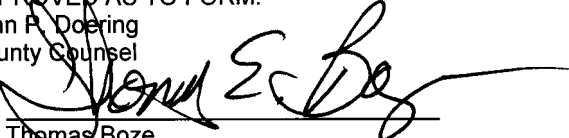
STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.

By: 
Name: Patrick J. Sullivan
Title: SENIOR VP

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel