

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

DEPT: Environmental Resources

*SJK*

BOARD AGENDA # \*B-6

Urgent

Routine

AGENDA DATE April 3, 2012

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

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 increase the not to exceed contract amount to \$3,551,043 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 Year 2011-2012 providing that the cumulative total does not exceed the cumulative five-year total contract amount of \$3,551,043.

(Continued on next page)

FISCAL IMPACT:

This item has no impact to the General Fund. The current cumulative five-year Master Agreement total with SCS Consulting Engineers, Inc., which expires on June 30, 2012, is \$3,229,404. Approval of this Amendment adds \$321,639 to the Agreement, as follows: \$279,686 to be available, if needed, for Project Authorizations for additional Fiscal Year 2011-2012 expenses as outlined in the Discussion portion of this agenda item, plus a maximum of 15% in contract changes, or \$41,953, for a cumulative five-year total of \$3,551,043. The services covered by this Master Agreement apply to both Fink Road and Geer Road Landfill.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-138

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

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

STAFF RECOMMENDATIONS (Continued):

4. Direct the Auditor-Controller to increase appropriations and revenue as detailed in the attached Budget Journal.

FISCAL IMPACT (Continued):

The Fink Road Landfill Operating Budget for Fiscal Year 2011-2012 includes sufficient funds for the added services covered by this Amendment (\$66,074). The Geer Road Landfill Operating Budget for Fiscal Year 2011-2012, however, requires an increase in revenues and expenditures to cover the following: the additional services covered by this Amendment (\$213,612) plus \$183,292 to cover the expense associated with the oversight of an upcoming Groundwater Plume Investigation, for a total of \$396,904. On March 20, 2012, the Board of Supervisors approved the plans and specifications for the Groundwater Plume Investigation which involves the drilling of twelve (12) new groundwater monitoring wells; the engineer's estimate for which is \$287,760. The Department of Environmental Resources will request an increase in revenue and appropriations to cover the drilling expense during the preparation of the Third Quarter Financial Report which is scheduled for consideration by the Board on May 1, 2012.

Sufficient funds remain within the Master Agreement to cover the Plume Investigation expense as well as the typical day-to-day expenses from now through June 30, 2012. The revenue for the Geer Road Landfill expenses will be transferred from the Geer Road Landfill Closure Account which will leave a balance of \$1,306,755 as of February 29, 2012. Sufficient appropriations exist within each Operating Budget to cover the use of contingency funds (\$41,953) should this become necessary.

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, and Amendment No. 4 on April 5, 2011, which exercised the two possible one-year extensions to the Agreement.

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

On November 22, 2010, the RWQCB issued a Draft Cease and Desist Order (CDO) to the County for the Geer Road Landfill. Following a public hearing on April 8, 2011, the RWQCB adopted CDO No. R5-2011-0021 and Revised Monitoring Program R5-2011-0022 which requires the County to submit several work plans and reports based on a prescribed compliance schedule, and requires significantly more monitoring and reporting including

regular sampling of the Tuolumne River and a survey and sampling of nearby domestic and municipal water wells. In addition to the CDO, new greenhouse gas regulations have recently added additional monitoring and reporting requirements.

The combination of the newly added CDO and greenhouse gas requirements is depleting available contract funds at a rate that will exhaust funds before the June 30, 2012, contract end date. This is the case even though on August 16, 2011, the Board authorized entering into a contract with Tetra Tech BAS, Inc., to take over the majority of the landfill gas-related services at Geer Road leaving SCS to complete primarily the groundwater-related tasks. The following table identifies the services which will, or potentially will be needed between now and June 30, 2012, at the Fink Road and/or Geer Road Landfills, which are not currently covered by the SCS Master Agreement:

<b>Landfill Services Not Covered by the SCS Master Agreement</b>			
<b>Service</b>	<b>Regulatory Agency</b>	<b>Landfill</b>	<b>Estimated Cost</b>
Unforeseen circumstances costs: Well installations and abandonments	RWQCB	Geer Road	\$23,259
Background wells: modify to finish grade	RWQCB	Geer Road	\$6,323
Surface emissions monitoring	Air Resources Board	Geer Road	\$5,000
Surface emissions monitoring	Air Resources Board	Fink Road	\$5,000
Title V Reports	Air Pollution Control District	Geer Road	\$7,500
Title V Reports	Air Pollution Control District	Fink Road	\$7,500
Extra water sampling re: Cell 5	RWQCB	Fink Road	\$1,000
Source test (flare)	Air Pollution Control District	Geer Road	\$8,500

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

Amend/Update Closure Plan	RWQCB and CalRecycle	Geer Road	\$12,530
Amend/Update Closure Plan	RWQCB and CalRecycle	Fink Road	\$22,574
Extraction Well 4: repair or abandon & relocate	RWQCB	Geer Road	Up to \$32,000
Extraction Wells 11 & 12: new pumps and possible well replacements	RWQCB	Geer Road	Up to \$78,500
Design plans & specs for LFG collection system expansion	Air Resources Board	Fink Road	\$30,000 if State approval is received before June 30, 2012
Possible over-runs on the Groundwater Plume Investigation	RWQCB	Geer Road	\$40,000
<b>SUB-TOTAL</b>			<b>\$279,686</b>
<b>15% Contingency</b>			<b>\$41,953</b>
<b>GRAND TOTAL</b>			<b>\$321,639</b>

Amendment No. 5 (Attachment A) adds \$321,639 to the Master Agreement as follows: \$279,686 to be available, if needed, for Project Authorizations for additional Fiscal Year 2011-2012 expenses as outlined above, plus a maximum of 15% in contract changes, or \$41,953, for a cumulative five-year total of \$3,551,043. Upon the conclusion of the SCS Master Agreement, Department staff anticipates putting these environmental services back out to a competitive bid process in the upcoming months.

**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. Existing departmental staff will continue to oversee the projects related to this Master Agreement.

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

CONTACT PERSON:

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



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3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Phone: (209) 525-6770  
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**AMENDMENT NO. 5**  
**TO**  
**INDEPENDENT CONTRACTOR MASTER AGREEMENT**  
**STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.**

This Amendment No.5 to the Master Agreement for Independent Contractor Services ("Amendment No. 5") 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 April 3, 2012.

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, Amendment 3 dated May 4, 2010, and Amendment 4 dated April 5, 2011, cumulatively increased the "not to exceed" Limit of Expenditure amount in Exhibit A, Section H of the Master Agreement to a total of \$3,229,404.10; 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, Amendment 4 extended the Agreement until June 30, 2012; and

Whereas, the County desires to increase this Master Agreement's "not to exceed" Limit of Expenditure amount by \$321,639.00 due to unforeseen expenses associated with regulatory requirements; 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 \$3,551,043.10 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement. No rate increase is allowed during this final extension period.

2. 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.

COUNTY OF STANISLAUS

By: William O'Brien  
William O'Brien  
Chair of The Board of Supervisors

Date: 4/3/12  
"County"

SCS ENGINEERS

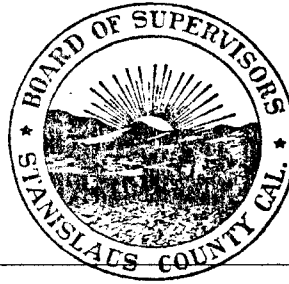
By: Patrick S. Sullivan  
Patrick S. Sullivan  
Senior Vice President

Date: 3/19/12  
"Contractor"

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

By: Elizabeth King  
Deputy Clerk

Date: 04-03-12



APPROVED AS TO CONTENT:  
Department of Environmental Resources

By: Sonya K. Harrigfeld  
Sonya K. Harrigfeld  
Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

Date: 3.14.2012







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**Environmental Monitoring Testing, Analyzing and Reporting  
(Fink Road Landfill)**

**Amendment 3 to Project Authorization Number 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, Project Authorization Amendment 1, dated May 20, 2010, and Project Authorization Amendment 2, dated April 5, 2011.

Whereas, Amendment 2 extended the term in Section E – "Project Authorization Period" for twelve (12) months or until all work on this Project Authorization let during the twelve (12) month period is completed, and increased the cumulative total Project Authorization not to exceed amount in Section C – Compensation, "Project Price," Item 2, to \$676,522.00; and

Whereas the County has a need to decrease the cumulative maximum amount in Section C - Compensation by \$170,000.00 to allow the County to shift unspent funds to cover the Groundwater Plume Investigation work provided under a separate Project Authorization; and

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

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

- 1. Section C – Compensation, "Project Price, Item 2, is amended as follows:

"The maximum cumulative amount to be paid by the County for the initial services and services provided under the extended term shall not exceed \$506,522.00, 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."

- 2. 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 3, on April 19, 2012.

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 VP

"Contractor"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: [Signature]  
Thomas Boze  
Deputy County Counsel



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**Environmental Monitoring Testing, Analyzing and Reporting  
At  
Geer Road Landfill**

**Amendment 5 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, Project Authorization number 07-002-SMG dated August 30, 2007, and Project Authorization Amendments 1 through 4.

Whereas, Amendment 4, dated April 5, 2011, increased the Project Authorization's, Section C- Compensation, "Project Price," Item 2, "not to exceed" cumulative amount to \$948,264.63; and

Whereas the County has a need to increase the maximum amount in Section C – Compensation, Project Price, Item 2, fifth paragraph by \$60,000.00, to allow for Contractor to perform an increased level of environmental services required by Cease and Desist Order No. R5-2011-0021; and

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

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

- 1. Section C – Compensation, "Project Price, Item 2, the fifth paragraph is amended as follows:

"The maximum amount to be paid by the County for services provided in the fourth and final extended period shall not exceed \$344,617.11, 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 \$1,008,264.63.

- 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 5, on

April 23, 2012.

**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 VP

"Contractor"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By: [Signature]  
Thomas Boze  
Deputy County Counsel



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

**Amendment 5 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, and Project Authorization Amendments 1 through 4.

Whereas, Project Authorization 07-003-SMG, Amendment 4, removed 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, Project Authorization 07-003-SMG, Amendment 4, Item 5, stated, "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; and

Whereas, the County has a need to decrease the not to exceed total by \$30,439.08 and shift unspent funds to cover the Groundwater Plume Investigation work provided under a separate Project Authorization; and

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

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

1. Section D- Compensation, "Project Price, Item 2, the maximum "not to exceed" total amount to be paid to the Contractor in performance of this Agreement is changed to read "\$717,096.64".
2. 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 5, on

April 23, 2012

**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 VP

"Contractor"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: [Signature]  
Thomas Boze  
Deputy County Counsel



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## Amended Closure/Post-Closure Maintenance Plan for Geer Road Landfill

### Project Number 12-004-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.

The Geer Road Landfill closed in July 1990. At that time, the California Code of Regulations (CCR) did not require a Closure Permit. Section 21865(1)(a)(A) of the CCR, now requires disposal sites without a solid waste facilities permit, i.e., Closure Permit, to submit an updated (amended) Closure/Post-closure Maintenance Plan in accordance with the following schedule: "If the approval of Certification of Closure pursuant to Section 21880 occurred on or after January 1, 1988, but prior to January 1, 1997, the operator shall submit updated plans on or before July 1, 2012."

The Regional Water Quality Control Board approved final Closure of the Geer Road Landfill in July 1996, therefore, an Amended Closure/Post-closure Maintenance Plan is required on or before July 1, 2012. The Contractor assumes that no field investigation, sampling, and/or testing will be required for this scope of work.

#### C. Scope of Work

##### Amended Closure/Post-Closure Maintenance Plan

Contractor shall provide all the labor, material, and equipment to prepare the Amended Closure Post-Closure Maintenance Plan services described in the following tasks:

##### **Task 1– Review and Update (Amend) the following items in the 1993 Final Closure/Post-closure Maintenance Plan (FCPMP)**

Environmental Monitoring Systems – The environmental monitoring systems include leachate, landfill gas (LFG), unsaturated zone, storm water, and groundwater. Updates (revisions/changes) to these systems since the 1993 FCPMP was written shall be prepared and included in the Amendment to the FCPMP.

LFG System Collection System Plan – The current LFG system plan will be reviewed and updates (revisions/changes) since the 1993 FCPMP was written shall be prepared and incorporated into the FCPMP Amendment.

Water and Non-Water Release Cost Estimates – The current Water/Non-Water Release cost estimates, previously prepared by Contractor, dated July 15, 2011, shall be incorporated in the FCPMP Amendment.

Closure and Post-closure Cost Estimate – The current post-closure cost estimate dated July 15, 2011, previously prepared by Contractor, shall be incorporated in the FCPMP Amendment.

##### **Task 2–Prepare FCPMP Amendment**

Contractor shall compare current FCPMP information with the 1993 document and shall make any needed changes

in the form of a FCPMP Amendment to so that the information will reflect the current 2012 status. This shall include the new Closure and Post-closure Cost Estimates and Water and Non-Water Release cost estimates. The updated information shall be summarized in a draft Amendment to the FCPMP. The draft document shall be submitted to the County for review and comment. The County's comments shall be incorporated into the FCPMP Amendment as appropriate and the document shall be finalized for submittal to the regulatory agencies.

**Task 3–Respond to Agency Comments on FCPMP Amendment**

Contractor shall answer questions and respond to one (1) set of agency comments included within this scope of work.

**D. Schedule**

Tasks 1, 2 and 3 – Review and Update (Amend) the Environmental Systems in the 1993 Final Closure/Post-closure Maintenance Plan (FCPMP), Prepare FCPMP Amendment, and Respond to one (1) set of Agency Comments on FCPMP Amendment:

Contractor estimates the tasks to: review and update (amend) the environmental systems in the 1993 Final Closure/Post-closure Maintenance Plan (FCPMP), prepare the FCPMP Amendment, and to respond to agency comments on the FCPMP Amendment will be completed within eight weeks (60 days) of the notice to proceed.

**E. Project Authorization Period**

Services shall commence upon the execution of this Project Authorization, and end June 15, 2012, or upon completing the agreed upon services but no later than June 25, 2012. If this FCPMP is no longer needed, 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**

Contractor shall perform the scope of work described in this proposal on a time and expense basis in accordance with the existing Master Services Agreement between SCS and the County. A breakdown of the fees is as follows:

Task	Fee
Task 1 – Review and Update (Amend) the Environmental Systems in the 1993 FCPMP	\$ 5,173.00
Task 2 – Prepare FCPMP Amendment	5,713.00
Task 3 – Respond to one (1) set of Agency Comments on FCPMP Amendment	1,494.00
<b>TOTAL:</b>	<b>\$ 12,380.00</b>

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in this Project Authorization. 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	Review and Update (Amend) the Environmental Systems in the 1993 FCPMP	\$5,173.00
2	Prepare FCPMP Amendment	5,713.00
3	Respond to one (1) set of Agency Comments on FCPMP Amendment	1,494.00
	<b>*Grand Total (includes reimbursables listed below)</b>	<b>\$12,380.00</b>

Below is a detailed breakdown of the Hourly fees for Tasks 1, 2 and 3:

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$176.00	Sr. Project Mgr (Engineer) Billable Hourly Rate \$150.00	Staff Professional (Engineer) Billable Hourly Rate \$90.00	Drafter, Auto CAD Billable Hourly Rate \$75.00	Clerical Billable Hourly Rate \$65.00	Total
1	4	8	4	4	20	4	\$ 5,048.00
2	4	8	4	20	8	4	\$ 5,588.00
3	0	4	0	4	4	2	\$ 1,494.00
<b>Total</b>	<b>\$1,840</b>	<b>\$3,520.00</b>	<b>\$1,200.00</b>	<b>\$2,520.00</b>	<b>\$2,400.00</b>	<b>\$650.00</b>	<b>\$12,130.00</b>

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1 and 3:

Title	Total Task 1	Total Task 2	Total Task 3	Not To Exceed Total
Travel Expense/Fuel	\$125.00	\$125.00	0.00	\$250.00
<b>Total</b>	<b>\$125.00</b>	<b>\$125.00</b>	<b>\$0.00</b>	<b>\$250.00</b>

\*Note: The above Reimbursable items are 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: \$12,380.00**

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 \$12,380.00**, 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  
 jagers@envres.org

**H. Representatives**

The County's representatives are Jami Aggers, (209) 525-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is either Ambrose McCreedy or 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.

**L. Deliverables**

- One (1) draft electronic copy of the FCPMP Amendment for County review approximately 7 days on or before the final deadline of June 25, 2012 (e.g., June 18, 2012).
- One (1) final copy (hard copy and electronic) of the FCPMP Amendment for County file and one (1) for each regulatory agency after County approval has been given but no later than June 25, 2012. If the regulatory agency allows the Report to be filed electronically, then no hard copy will be required for agency submittal.

*[Signatures set forth on following page]*

IN WITNESS WHEREOF, the parties have executed this Project No. 12-004-SMG on May 8, 2012.

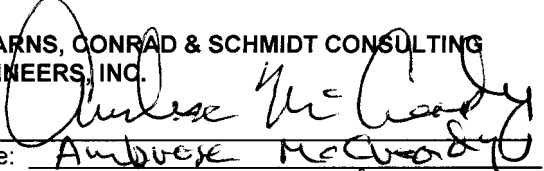
**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Sonya K. Harrigfeld, Director

APPROVED: BOS Resolution #2011-198  
Date: April 5, 2011

"County"

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

By:   
Name: Ambrose McQuady

(Printed)  
Title: Vice President

"Contractor"

APPROVED AS TO FORM:  
John P. Dearing, County Counsel

By:   
Thomas E. Boze, Deputy County Counsel

[END OF DOCUMENT]





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

## Amended Preliminary Closure/Post-Closure Maintenance Plan for Fink Road Landfill

Project Number 12-005-SMG

### A. Terms and Conditions

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

### B. Background

The Fink Road Landfill (FRLF), at 4000 Fink Road in Crows Landing, CA, is owned by Stanislaus County (County) and is managed by the Department of Environmental Resources (Department). The site was developed in 1973 as a Class III landfill, primarily to serve western Stanislaus County, and at that time the disposal rate was less than 50 tons per day. The site consists of 219 acres and the original landfill, which is referred to as Landfill No.1 (LF-1), consisted of a 40-acre portion of the total site located in the northwest quadrant of the parcel. Of the original 40-acre permitted landfill, only 18.5 acres had been used for disposal purposes.

In 1988 a 16.5-acre parcel, located in the southwest corner of the site, was leased to Ogden Martin, Inc., now Covanta Energy, for the construction of a mass burn Waste-to-Energy (WTE) plant. The plant began operations in October 1989, and burns an average of 800 tons of municipal solid waste per day. In conjunction with the construction of the WTE facility, the FRLF was re-permitted to include a Class II disposal area which is dedicated to the disposal of combustion ash from the WTE plant. The Class II landfill is located along the south boundary of the 219-acre site and contains 31.4 acres of disposal area in a 38.5-acre parcel. The Class II landfill is referred to as LF-3 and receives an average of 75,000 tons of ash per year. The remaining 124 acres of the site is referred to as LF-2 and was permitted as a Class III Landfill in July 1988. This area contains a net disposal area of 100 acres. Waste was disposed of in LF-2 beginning in August of 1993. The State-issued Solid Waste Facility Permit (SWFP) for this site is No. 50-AA-0001.

California Public Resources Code (PRC) Section 44015 requires each SWFP to go through a formal permit review process every five (5) years. For the FRLF, the last permit review process was conducted in August 2007 and must now be completed again by August 2012. One of the requirements for the current review process is to provide an amended Preliminary Closure/Post-closure Maintenance Plan as required by Title 27, California Code of Regulations (CCR), Sections 21780, 21865, and 21890. The Department requires the specialized expertise of the Contractor to prepare an updated Preliminary Closure/Post-closure Maintenance Plan (PCPMP) for the FRLF.

The initial PCPMP is dated 1995 and was prepared under CCR Title 14. The PCPMP was updated in 2004 and 2007 in the Joint Technical Document by Kleinfelder. The scope of the Contractor's proposal is to amend the 1995 PCPMP to make it current with 2012 statutory and regulatory information and costs. The Contractor assumes that no field investigation, sampling, and/or testing will be required for this scope of work.

### C. Scope of Work

#### **Amended (Updated) Preliminary Closure/Post-Closure Maintenance Plan**

Contractor shall provide all the labor, material, and equipment to amend/update the Preliminary Closure/Post-closure Maintenance Plan services described in the following tasks:

**Task 1– Review and Amend/Update the following items in the 1995 Preliminary Closure/Post-closure Maintenance Plan (PCPMP)**

Environmental Monitoring Systems – The environmental monitoring systems include leachate, landfill gas (LFG), unsaturated zone, storm water, and groundwater. Updates (revisions/changes) to these systems since the 1995 FCPMP was written shall be prepared as an Updated/Amended PCPMP.

LFG System Collection System Plan – The current LFG system plan shall be reviewed and updates (revisions/changes) since the 1995 PCPMP was written shall be prepared as an Updated/Amended PCPMP.

Final Grading Plan – Contractor shall work with the County to prepare a final grading plan based on the current and proposed final filling sequence in Landfill 1 and 2. The plan shall be prepared using AutoCAD 2010 software. The County will provide the most current and available topographical map to Consultant for this purpose. The Consultant shall use the proposed alternate in the 2004 and 2007 PCPMP, e.g., soil, as the final cover system.

Site Life Projection – Contractor shall confirm the remaining landfill airspace and the projected tonnage shall be used to estimate the remaining life of the landfill. The projection shall be compared to the annual site estimates by the County.

Closure Cost Estimate – Contractor shall prepare a current closure cost estimate to compare with the closure cost estimate currently being used by the County for the purpose of setting aside closure funds. If an adjustment is needed, Contractor shall make that recommendation to the County for consideration and inclusion in the PCPMP Amendment.

Post-closure Cost Estimate – Contractor shall prepare a current post-closure cost estimate to compare with the post-closure estimate currently being used for the purpose of setting aside post-closure funds. If an adjustment is needed, Contractor shall make that recommendation to the County for consideration and inclusion in the PCPMP Amendment.

**Task 2–Prepare PCPMP Amendment**

Contractor shall compare current PCPMP information with the 1995, 2004, and 2007 documents and shall make any needed changes in the form of a PCPMP Amendment to so that the information will reflect the current 2012 status. This shall include the new Preliminary Closure and Post-closure Cost Estimates. The updated information shall be summarized in a draft Amendment to the PCPMP. The draft document shall be submitted to the County for review and comment. The County's comments shall be incorporated into the PCPMP Amendment as appropriate and the document shall be finalized for submittal to the regulatory agencies.

**Task 3–Respond to Agency Comments on PCPMP Amendment**

Contractor shall answer questions and respond to one (1) set of agency comments included within this scope of work.

**D. Schedule**

Tasks 1, 2 and 3 – Review and Update (Amend) the Environmental Systems in the 1995 Preliminary Closure/Post-closure Maintenance Plan (PCPMP), Prepare PCPMP Amendment, and Respond to one (1) set of Agency Comments on PCPMP Amendment:

Contractor estimates the tasks to: review and update (amend) the environmental systems in the 1995 Preliminary Closure/Post-closure Maintenance Plan (PCPMP), prepare the PCPMP Amendment, and to respond to agency comments on the PCPMP Amendment will be completed by June 30, 2012) of the notice to proceed.

**E. Project Authorization Period**

Services shall commence upon the execution of this Project Authorization, and end June 30, 2012, or upon completing the agreed upon services. If this FCPMP is no longer needed, 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**

Contractor shall perform the scope of work described in this proposal on a time and expense basis in accordance with the existing Master Services Agreement between SCS and the County. A breakdown of the fees is as follows:

Task	Fee
Task 1 – Review and Update (Amend) the Environmental Systems in the 1995 PCPMP	<u>\$ 9,745.00</u>
Task 2 – Prepare PCPMP Amendment	<u>10,955.00</u>
Task 3 – Respond to one (1) set of Agency Comments on PCPMP Amendment	<u>1,724.00</u>
<b>TOTAL:</b>	<b>\$ 22,424.00</b>

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in this Project Authorization. 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	Review and Update (Amend) the Environmental Systems in the 1995 PCPMP	\$9,745.00
2	Prepare PCPMP Amendment	10,955.00
3	Respond to one (1) set of Agency Comments on PCPMP Amendment	1,724.00
	<b>*Grand Total (includes reimbursables listed below)</b>	<b>\$22,424.00</b>

Below is a detailed breakdown of the Hourly fees for Tasks 1, 2 and 3:

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$176.00	Sr. Project Mgr (Engineer) Billable Hourly Rate \$150.00	Staff Professional (Engineer) Billable Hourly Rate \$90.00	Drafter, Auto CAD Billable Hourly Rate \$75.00	Clerical Billable Hourly Rate \$65.00	Total
1	4	20	8	8	40	4	\$ 9,620.00
2	4	20	8	40	16	6	\$10,830.00
3	1	4	0	4	4	2	\$ 1,724.00
<b>Total</b>	<b>\$2,070</b>	<b>\$7,744.00</b>	<b>\$2,400.00</b>	<b>\$4,680.00</b>	<b>\$4,500.00</b>	<b>\$780.00</b>	<b>\$22,174.00</b>

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1 and 3:

Title	Total Task 1	Total Task 2	Total Task 3	Not To Exceed Total
Travel Expense/Fuel	\$125.00	\$125.00		\$250.00
<b>Total</b>	<b>\$125.00</b>	<b>\$125.00</b>	<b>\$0.00</b>	<b>\$250.00</b>

\*Note: The above Reimbursable items are 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: \$22,424.00**

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 \$22,424.00**, 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  
jaggers@envres.org

**H. Representatives**

The County's representatives are Jami Aggers, (209) 525-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is either Ambrose McCready or 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.

**L. Deliverables**

- One (1) draft electronic copy of the PCPMP Amendment for County review approximately 7 days on or before the final deadline of June 30, 2012.
- One (1) final copy (hard copy and electronic) of the FCPMP Amendment for County file and one (1) for each regulatory agency after County approval has been given no later than June 30, 2012. If the regulatory agency allows the Report to be filed electronically, then no hard copy will be required for agency submittal.

*[Signatures set forth on following page]*

IN WITNESS WHEREOF, the parties have executed this Project No. 12-005-SMG on May 9, 2012.

COUNTY OF STANISLAUS  
Department of Environmental Resources

By: [Signature]  
Sohya K. Harrigfield, Director

APPROVED: BOS Resolution #2011-198  
Date: April 5, 2011

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING  
ENGINEERS, INC.

By: [Signature]  
Name: AMBROSE MCCREADY  
(Printed)

Title: Vice President

"Contractor"

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: [Signature]  
Thomas E. Boze, Deputy County Counsel

[END OF DOCUMENT]



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 2**

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 San Joaquin Valley Air Pollution Control District (SJVAPCD) requires the County to submit Title V reports in accordance with facility permit No. N-3969 for the second half of the 2012 calendar year to maintain compliance with the permit; and

Whereas the County has a need to increase the maximum amount in Section E - Compensation, Project Total by \$5,000.00 to allow for Contractor to perform these Title V reporting services so that the County will maintain compliance with facility permit No. N-3969; 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:

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

Title V Reporting Services

The Title V permit for the site requires Reports of Required Monitoring (RRM) to be submitted semi-annually and a Compliance Certification to be submitted annually. These reports are due no later than June 30, 2012.

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

Task 1– Semi-Annual Reports of Required Monitoring

Semi-Annual Reports of Required Monitoring are due to the San Joaquin Valley Air Pollution Control District (SJVAPCD) no later than June 30 and December 31 of each year for reporting periods December through May and June through November, respectively. Contractor shall provide one (1) additional Report (due June 30, 2012), under this Agreement.

Contractor shall prepare and complete the June 2012 report and submit to the County for review and comment prior to submitting the report to the SJVAPCD. This task includes but is not limited to the following:

- Contractor shall confirm the landfill's compliance with all monitoring requirements contained in the permit. Confirmation shall consist of a review of monitoring data provided by the County and/or completion of a compliance questionnaire by County personnel.

- The report shall consist of a completed SJVAPCD TV FORM-007 that shall be completed by the Contractor and certified by the County's designated Responsible Official, as specified by District Rules. Contractor shall prepare and complete the report on behalf of the County for Contractor's submittal to the SJVAPCD.
- Contractor shall provide the County a draft of the report to review prior to the Contractor's submittal of the report to the SJVAPCD. Contractor shall incorporate the County comments into the final report and submit the final version of the report to the SJVAPCD.

Task 2– Annual Compliance Certification

The Annual Compliance Certification Report is required to be submitted no later than June 30, 2012, for reporting period June through May. Contractor shall prepare and complete the Annual Compliance Certification Report and submit to the County for review and comment prior to Contractor's submittal to the SJVAPCD. This task includes but is not limited to the following:

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

2. Section C - Schedule is amended to include the following:

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

A Draft Title V report shall be provided to the County for review at least one week prior to the due date (June 30, 2012). Contractor shall finalize and submit the report prior to the due date. The County will provide requested data for anything needed for the report that Contractor does not have in-house.

Task 2 – Annual Title V Annual Compliance Certification

A Draft Title V report shall be provided to the County for review at least one week prior to the due date (June 30, 2012). Contractor shall finalize and submit the report prior to the due date. The County will provide requested data for anything needed for the report that Contractor does not have in-house.

3. Section D - Project Authorization Period is amended to include the following:

Services will commence on or about May 21, 2012, and end June 30, 2012, or upon completing the agreed upon services. If any of these Title V reporting provisions are repealed, the County reserves the right to terminate this Agreement in accordance with the Master Agreement termination clause.



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

A Summary breakdown of the Project fees is as follows:

Task	Description	Maximum Total Task Price
*1	Title V Report of Required Monitoring	<b>\$2,500.00</b>
*2	Annual Title V Compliance Certification	<b>\$2,500.00</b>
	<b>Total (includes reimbursables listed below)</b>	<b>\$5,000.00</b>

Below is a detailed breakdown of the Hourly fees for Tasks 1-2:

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$155.00	Sr. Project Professional Billable Hourly Rate \$130.00	Project Professional Billable Hourly Rate \$114.00	Administrative Assistant Billable Hourly Rate \$65.00	Maximum Not To Exceed Total
1	1	0	2.5	16	1	<b>\$2,444.00</b>
2	1	0	2.5	16	1	<b>\$2,444.00</b>
<b>Total</b>	<b>\$460.00</b>	<b>\$0</b>	<b>\$650.00</b>	<b>\$3,648.00</b>	<b>\$130.00</b>	<b>\$4,888.00</b>

Below is a detailed breakdown of Reimbursable Expenses for Tasks 1-2

Task #	Title	Total	Maximum Not To Exceed Total
*1	Overnight Mailing Expenses	\$ 56.00	\$56.00
*2	Overnight Mailing Expenses	\$ 56.00	\$56.00
	<b>Total</b>		<b>\$112.00</b>

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


PROJECT TOTAL: \$5,000.00; and

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

“not exceed \$27,652.50.”

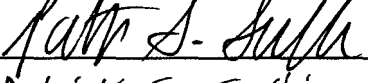
IN WITNESS WHEREOF, the parties have executed this Amendment 2 to Project No. 10-005-SMG on May 16, 2012.

COUNTY OF STANISLAUS  
Department of Environmental Resources

By:   
Sonya K. Harrigfeld  
Director

"County"

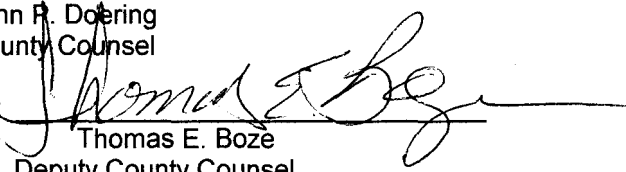
STEARNS, CONRAD & SCHMIDT CONSULTING  
ENGINEERS, INC.

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

"Contractor"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

(End of document)