

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

DEPT: Environmental Resources

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE December 4, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into a Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Professional Design Services at the Fink Road Landfill for Environmental Monitoring, Testing, and Reporting Services

STAFF RECOMMENDATIONS:

1. Authorize the Director of Environmental Resources, or designee, to enter into Master Agreement No. A101112 with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for a not to exceed amount of \$588,380 for professional design services at the Fink Road Landfill through December 31, 2015.
2. Authorize the Director of Environmental Resources, or designee, to sign individual Project Authorizations during calendar years 2013-2015 providing that the cumulative total does not exceed the contract amount of \$588,380.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Master Agreement for an overall total not to exceed amount of \$676,637.

FISCAL IMPACT:

The Fink Road Landfill Operating Budget for Fiscal Year 2012-2013 includes sufficient appropriations for the year one services covered by this Agreement in the estimated amount of \$218,696. The breakdown of the three-year contract costs is as follows: \$445,000 in basic contract services, \$90,000 for emergency and/or non-routine services, and \$53,380 for assistance with annual National Pollutant Discharge Elimination System (NPDES) reporting, establishing new Water Quality Protection Standards, and the planning and oversight work associated with abandoning and replacing Monitoring Well No. 9, for a contract total of \$588,380. (Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-579

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into a Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Professional Design Services at the Fink Road Landfill for Environmental Monitoring, Testing, and Reporting Services

FISCAL IMPACT (Continued):

In addition, fifteen percent (15%), or \$88,257, in contract changes has also been included for an overall total not to exceed amount of \$676,637. Adequate appropriations will also be included in the Proposed Budgets for successive years to cover the expenses associated with this Master Agreement. The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees.

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, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting. For those specialized services, the Department has historically hired specialized outside expertise.

The Department, in partnership with the General Services Agency (GSA) issued a Request for Proposals (RFP) for environmental services for each Landfill on May 31, 2012. The RFP period closed on August 16, 2012, and the GSA Purchasing Division conducted the opening of the proposals on August 20, 2012. Four proposals were received for the Geer Road site, and five proposals were received for the Fink Road site, all of which were found to be complete and were forwarded to the Department for evaluation.

The RFP evaluation criteria for the Fink Road proposals encompassed the following four areas: The Proposer's Overall Response (35 points, maximum), Professional Qualifications (15 points), Past Involvement with Similar Projects (20 points), and Pricing (30 points). A total of three evaluators served on the interview panel that reviewed and analyzed the proposals, consisting of two members from the Department and one member representing an outside County Public Works Department. SCS Engineers, the existing environmental consulting firm, was the highest scoring bidder for the Fink Road site out of the five responses that were received. GSA Purchasing Division issued a letter of intent to award to SCS Engineers, and contract terms have been agreed upon. The Master Agreement (Agreement) has been reviewed and approved by County Counsel and is included as Attachment A. The Agreement includes sufficient funds to cover the normal, routine items which are anticipated for a three-year period through December 31, 2015, in addition to emergency and/or non-routine maintenance which may become necessary, and \$53,380 for assistance with the following projects:

Approval to Enter into a Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Professional Design Services at the Fink Road Landfill for Environmental Monitoring, Testing, and Reporting Services

Service	Regulatory Agency	Estimated Cost
NPDES reporting	RWQCB	\$11,880
Abandon and replace Monitoring Well 9 which has gone dry	RWQCB	\$17,500
Establish New Water Quality Protection Standards	RWQCB	\$24,000
TOTAL		\$53,380

The maximum not to exceed contract amount for the three-year period is \$588,380. The Agreement allows the Board of Supervisors to consider up to two, one-year extensions to the Agreement at the conclusion of the calendar years 2015 and 2016 for a maximum contract length of five years, ending on December 31, 2017.

POLICY ISSUE:

The recommended actions are 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:

Existing department staff will continue to oversee the work related to this Master Agreement.

CONTACT PERSON:

Jami Aggers, Interim Director of Environmental Resources Telephone: 209-525-6770



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

FOR ENVIRONMENTAL MONITORING, TESTING, SAMPLING AND REPORTING SERVICES

January 1, 2013 to December 31, 2015

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and SCS Engineers, hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP"), RFP Addendum, and RFP Interview Questions, attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference. The Consultant shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set for the in the "Project Authorization (Exhibit "D") – Scope of Work" separately approved for each project or task being provided by the Consultant, which Scope of Work are, by this reference made a part hereof. Each project added to and to be performed under this Agreement shall be separately approved by the parties. A Project Authorization issued by the Department of Environmental Resources Director shall approve each project where the cost of the Work or Services does not exceed the maximum "not to exceed" amount for this Master Agreement.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement. Public Works of Improvement or Prevailing Wage Work shall not be performed by Consultant under this Agreement. Public Works of Improvement work is defined in Public Contract Code 22002 as construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased, or operated facility. "Public Project" does not include maintenance work described as follows: routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed Five-Hundred, Eighty-Eight Thousand, Three-Hundred and Eighty Dollars (\$588,380.00). The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, cellular phone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B and specified in each Project Scope of Work unless the County, prior to Consultant performing the additional services, approves such additional services in writing by means of an amendment. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed for each separately approved Project Authorization. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of **thirty-six (36) months**, or until all work on each Project let during the 36 month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and

aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared

by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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, Consultant 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.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Environmental Resources, or her designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: E. Wayne Pearce, PG, QSD
- b. Lead/Manager: N/A

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:
Stanislaus County
Department of Environmental Resources
Attn: Susan Garcia
3800 Cornucopia Way, Suite C
Modesto, California 95358

If to Consultant:
SCS Engineers
4730 Enterprise Way, Suite A
Modesto, CA 95356
Attn: Wayne Pearce

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, 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 Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant 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.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

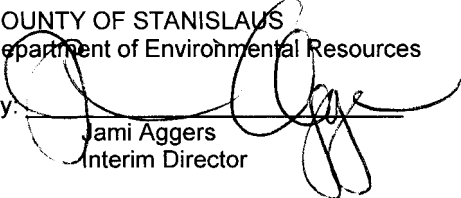
7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

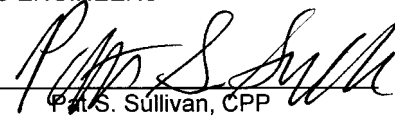
7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

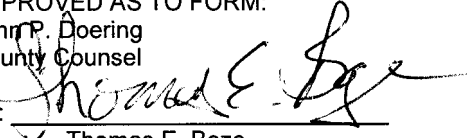
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Environmental Resources
By: 
Jami Aggers
Interim Director

.SCS ENGINEERS
By: 
P. S. Sullivan, CPP
Senior Vice President

APPROVED AS TO FORM:
John P. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel

**EXHIBIT A
Master Agreement**

COUNTY'S REQUEST FOR PROPOSAL

(Incorporated by Reference)

**EXHIBIT B
Master Agreement**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL
(ATTACHED)**

Work Plan

Task a: Leachate Monitoring

Leachate is currently monitored quarterly at seven leachate collection and removal system (LCRS) locations at the Fink Road Landfill, including the leachate sumps for LF 2 (Cells 1 through 4) and LF-3 (Cell 1 & 2 Lift and Cell 3 Primary). LF-3 Cell 3 Secondary is also monitored as part of the leachate monitoring system, although this is a lysimeter beneath the LCRS. In the near future, this system will be expanded to include the sump for LF-2 Cell 5, once waste deposition begins in that cell. SCS currently completes these quarterly LCRS sampling requirements as part of each quarterly monitoring event. Samples collected are analyzed for field parameters and transferred to the laboratory, via courier, for analysis of the monitoring parameters given in Table III of the MRP. VOCs are completed as part of the laboratory analyses semi-annually, in the first and third quarters. Constituents of concern (COC) are completed every five years, with the next 5-year COC event to be completed in late 2015.

In addition to the quarterly monitoring of leachate completed by SCS, weekly and monthly measurements and field analyses are also required. These are completed by County Landfill personnel and the data are provided to SCS for inclusion into the quarterly monitoring reports.

Task b: Groundwater Monitoring

Groundwater monitoring is completed by SCS quarterly. The sampling is accomplished using a portable Grundfos Redi-flo 2 pump system. This system was adopted for sampling in 2006 after SCS completed a sampling approach study. This study showed that the previously used Waterra system created erroneously high turbidity in the wells, and that the submersible pump system was successful in reducing the turbidity levels in the samples. In addition, it was shown that a low-flow approach to purging produced lower turbidity samples, compared to a higher-flow (triple purge) approach. This is one example of SCS being proactive in addressing sampling issues and proposing improved methods to RWQCB.

A total of 16 wells are currently sampled provided sufficient fluids exist in the wells. These are wells MW-9, MW-12 through MW-14, and MW-16 through MW-26. Well MW-23P is a perched zone well that was installed during the RWQCB-mandated groundwater study completed in 2009. A small amount of water was observed during drilling, but this well has never produced sufficient water for sampling. Although this well has not been functional and could be proposed for destruction, it is recommended that it be maintained as part of the monitoring program at least through the next period of higher seasonal rainfall. This will help demonstrate whether or not a perched water zone does exist during following wet seasons.

Monitoring well MW-9 has been dry for the past several years and SCS has recommended to the County that this well be proactively replaced. It is likely that RWQCB will require this at some point in the future. If the area of MW-9 will not be constructed as an active landfill cell for at least five years, it is recommended that MW-9 be replaced with a deeper well in proximity to the existing dry well. This should provide an ongoing measure of VOC concentrations from LF-1, which are believed to be declining over time. It is important to continue documenting this decline as part of the corrective action monitoring program.

Each quarter, SCS coordinates the groundwater sampling with County personnel and notifies the RWQCB prior to the event. SCS then collects water level measurements in all wells prior to

sampling. As each well is sampled, field measurements are completed and samples are then transferred to the laboratory, via courier, and analyzed for the monitoring parameters given in Table I of the MRP. VOCs are analyzed semi-annually in the first and third quarters.

SCS completes the monitoring events using several unique approaches. The SCS Field Services vehicles are equipped with power inverters so the sampling pump is driven via the vehicle power, not a generator. This helps reduce the potential for false positive results due to handling of generator fuels, or sample exposure to generator emissions during sampling. Also, data collection during field activities are recorded on customized PDAs instead of handwritten forms. This provides efficiencies in that data go from collection to final electronic form without having to be recopied or entered from handwritten data.

Task c: Surface Water Monitoring

For the Fink Road Landfill, surface water monitoring is related to storm water run-on and run-off from the site. Typically, there is no run-on to the site as any storm water is channeled around the facility. Previously there were three surface water discharge monitoring points, as defined in the MRP. However, monitoring point S-3 has been eliminated as a discharge point due to landfill modifications. Discharge from the site is very rare because, for most wet seasons, all non-contact storm water is retained onsite and not discharged off-site.

Surface water sampling is completed by County personnel when storm events produce discharge from the site. SCS helps coordinate this with County personnel by providing sample bottles at the beginning of the wet season. These include necessary bottles for analyses to meet both the MRP requirements, and the requirements of the Industrial Storm Water Permit (NPDES). SCS also provides sampling instructions and coordination, as necessary, for County staff.

County personnel collect the required field measurements and samples to be analyzed by the laboratory, as defined in MRP Table IV, plus additional analyses to meet the analysis requirements of the NPDES permit. Samples are transferred to the laboratory via courier. Although the MRP requires quarterly analysis of monitoring parameters, and semi-annual analysis of VOCs, discharge happens so infrequently that all samples should be analyzed for VOCs. Constituents of concern are required by the MRP every five years. This was last accomplished in 2008, so the next surface water samples collected at the site should include COCs.

Data collected by County personnel are forwarded to SCS for inclusion in the quarterly monitoring reports. County personnel have also completed the annual report required under the Industrial Storm Water Permit (due June 30 each year). SCS is prepared to assist the County with this report, as necessary, including assistance with electronic submittal of the report via the State's SWARM system.

Task d: Vadose Zone Monitoring

Vadose zone monitoring is required for lysimeters at the landfill, in accordance with Table II of the MRP. There are 31 lysimeters listed for monitoring, but several are considered non-functional. Of the functional lysimeters, only two have recently produced trace quantities of fluids (2Q2012).

Currently, County personnel complete the required monthly monitoring, as defined in the MRP. The County provides this information to SCS for inclusion in the quarterly monitoring reports.

SCS coordinates the quarterly lysimeter monitoring with County landfill staff. SCS requests that a vacuum be pulled on the lysimeters 7-10 days before the monitoring event. SCS then attempts to collect samples during the monitoring event. As stated above, only two lysimeters have recently produced small traces of water. The quantities were too small to complete any analyses, either for field parameters or laboratory monitoring parameters. If any of the lysimeters produce fluids in the future, a hierarchy has been established in the SCS Sampling and Analysis Plan for which sample fractions should be collected, in which sequence. This will permit analysis of the most important parameters - VOCs, then monitoring parameters, then field parameters - should there be sufficient samples for only partial analysis. Constituents of concern are required every five years, but it is unlikely that any of the lysimeters will ever produce sufficient fluids for these analyses.

Task e: Surface Impoundment Monitoring

Surface impoundments are monitored by County landfill personnel on a monthly basis in accordance with Table III of the MRP. This includes leachate flow into the impoundments and the field parameters electrical conductivity and pH. This information is provided to SCS for inclusion in the quarterly monitoring reports.

Task f: Soil Gas Monitoring

Soil gas (LFG) monitoring is not specifically required by the current WDRs/MRP, but is required under Title 27 CCR. This is completed by County personnel monthly at 14 multi-zone monitoring probes, for a total of 39 individual monitoring points. The monthly monitoring is completed using a GEM field instrument to collect readings for methane, carbon dioxide, oxygen, and probe pressure. These data are then forwarded to SCS for inclusion in the quarterly monitoring reports. Although inclusion of the LFG monitoring data is not required in the monitoring reports under the current WDRs/MRP, it has been included for several years for completeness, and because RWQCB has been moving toward increased involvement in LFG monitoring at many sites. It is suspected that when the WDRs/MRP are next updated for the Fink Road Landfill, there will be LFG monitoring and reporting requirements included.

Currently, County staff enter monthly LFG probe monitoring data into tables, and forward the tables to SCS for reporting. SCS proposes to provide County access to our proprietary Data Services system, and train County staff on the use of the system. This would provide a means to download field data directly to the database system, and then either SCS, or the County, can access the stored data for reporting purposes. This will provide greater efficiency to County staff, saving time and money.

Task g: Resampling

SCS takes all possible precautions to minimize the likelihood that resampling will be required. For instance, SCS uses vehicle power inverters to drive the groundwater sampling pump, instead of a generator. SCS also practices strict equipment decontamination procedures and, during the last six years, has documented that sample cross-contamination is not an issue.

Resampling is most likely to be required when a VOC is detected in a monitoring well that has not previously been detected. The regulatory trigger for this is typically one new VOC above the Practical Quantitation Limit (PQL), or two or more VOCs above the Method Detection Limit, but below the PQL (trace concentrations). This has occurred in the past with a detection of MTBE in one well (MW-17). SCS completed required resampling of that well, including upgrading to quarterly

VOC monitoring of that well for over a year, and demonstrated that the detection was either a false positive result, or a result of MTBE atmospheric deposition to the groundwater recharge area. Other than this study, resampling has not been frequent at the Fink Road Landfill because monitoring results have remained stable for several years. Also, as part of SCS's quality assurance/quality control program (QA/QC), a duplicate groundwater sample is collected for the monitoring well that has typically had VOCs detected previously. This essentially provides a confirmation sampling at the time of the monitoring event, minimizing the chance that a resampling will be required.

If resampling is required, SCS determines this from the laboratory results, reports the situation to County personnel, and coordinates with the landfill personnel as to when the resampling will occur. Resampling events are always completed in duplicate, as required by Title 27 CCR and the WDRs/MRP.

Task h: Monitoring Reports

To date, SCS has completed 24 quarterly and annual monitoring reports for the Fink Road Landfill. At the time SCS took over this responsibility, the format of the reports was changed because RWQCB personnel had made comments regarding how difficult the prior consultant's reports were to review. As part of the new format, a RWQCB report checklist was included in each report. The prior practice of having sample codes that had to be cross-referenced to specific sampling points was discontinued. Also, in order to reduce paper use and reproduction costs, SCS produces the laboratory data reports on CD-ROM in each report copy, and provides one hardcopy of the lab reports to RWQCB along with the report submittal. After SCS implemented the new format and reporting changes, RWQCB staff complimented the new format and how much easier it was for RWQCB to review. Since that time (2006), RWQCB has made no significant comments on the monitoring report format or content.

SCS prepares the monitoring reports to include the monitoring data collected by SCS, laboratory analysis data, and information provided by County personnel. Since the Fink Road Landfill is an active facility, the reports include waste acceptance and disposal data provided by the County. Once the County data are received in the week following the end of the monitoring period (quarter), SCS incorporates the data and delivers a draft report to the County for review and comment. This is done using SCS's CD workspace for Fink Road Landfill Compliance Tracking. This system allows large reports to be easily uploaded by SCS, and downloaded by the County. SCS also prepares a draft transmittal letter for County letterhead and signature, and delivers the reports directly to RWQCB offices. A copy of the transmittal letter is time/date stamped by RWQCB, and retained by SCS, to prove on time delivery of the reports.

Taks i: NPDES Report

The required annual report for the Industrial Storm Water Permit is due July 1 each year and is to include the discharge monitoring data for the prior year. For the Fink Road Landfill, this report has been prepared and submitted by County personnel. It is believed that this has been submitted in hardcopy form, but the State Department of Water Resources is attempting to move all annual report submittals to electronic submittal via the State's SMART system. SCS has electronically submitted the Geer Road Annual Storm Water Monitoring Reports, on behalf of the County, for several years. SCS can provide training and assistance to County personnel on how to electronically submit the Fink Road Annual Report, or can provide the report submittal on behalf of the County.

Task j: Surface Emissions Monitoring (SEM) and Reporting

Quarterly AB32 SEM for the Fink Road Landfill was effective on July 1, 2011. Since monitoring performed in the third and fourth quarters 2011 and the first and second quarters 2012, indicated no exceedances, the monitoring frequency has been decreased to annual. If any exceedances are detected during the annual monitoring and cannot be remediated or repaired within 10 calendar days, this will trigger a return to quarterly monitoring of the landfill. In addition, any exceedances detected during any regulatory agency compliance inspections will result in a return to quarterly monitoring of the landfill.

As stated above, SCS understands that four (4) quarterly instantaneous and integrated SEM's have been completed for the Fink Road Landfill Area LF-1 in accordance with the LMR with no exceedances. Therefore, based on this information SEM frequency for Area LF-1 has been decreased to annual. Effective January 1, 2013, SCS understands that Area LF-2 will be required to begin quarterly SEM and reporting on a 25 foot pathway in accordance with the LMR.

Quarterly or Annual Integrated and Instantaneous Surface Emissions Monitoring

Quarterly or Annual integrated SEM will be performed in accordance with AB 32 requirements. SCS will perform integrated monitoring over the landfill surface area in the required 50,000 square foot grid patterns. Monitoring will be performed a minimum of 72 hours after the last rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by CARB). A portable wind station with recording capabilities will be set up prior to monitoring to verify meteorological conditions are maintained. Integrated monitoring will be performed concurrently with the instantaneous monitoring and will be performed on paths of approximately 25 or 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern as required. Monitoring will be performed with the detector inlet held within 3 inches above the ground surface. Grid locations exceeding 25 parts per million by volume (ppmv) observed during integrated testing will be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the County. Any locations exceeding 200 ppmv will be recorded. In addition, any locations exceeding the 500 ppmv limit will be recorded and stake-marked. These locations can then be Global Position Systems (GPS) located/ recorded and documented into an AutoCAD drawing for landfill surface or GCCS repairs. During these activities, the landfill cover/surface will be visually inspected for integrity, breaches, or erosion.

Follow-up Exceedance Monitoring

Instantaneous and Integrated Monitoring

Within 10 calendar days from an initial instantaneous 500 ppmv or integrated grid 25 ppmv exceedance, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly or annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

If the re-monitoring results indicate a second exceedance within 10 calendar days, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow-up monitoring is required.

If the re-monitoring results indicate a third exceedance the County must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days from the third exceedance. SCS will mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

Reporting

A detailed written report summarizing the results of either quarterly or annual SEM activities will be provided to the County within 30 days of the surface emissions testing event.

Task k: Leak Monitoring at Blower Flare Station

Pressurized Pipe and Component Leak Monitoring

Quarterly leak monitoring will be performed in accordance with AB32 regulatory requirements. SCS will perform landfill gas pressurized pipe and component leak monitoring at the flare station. Monitoring will be performed with the detector inlet held one half of an inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv will be recorded, tagged and submitted to the County.

Follow-up Exceedance Monitoring

Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly monitoring procedures to verify leak repairs were successful.

Reporting

A detailed written report summarizing the results of monitoring activities will be provided to the County within 30 days of the pressurized pipe and component leak testing event.

Task l: Non-methane Organic Compound (NMOC) Testing

Tier 2 Testing

Per the October 2010 Tier 2 NMOC report prepared and submitted to the SJVAPCD by SCS, Fink Road has satisfied its NMOC reporting requirement through 2012. As such, Tier 2 testing and NMOC reporting must be completed during 2013. Based on past results, it is expected that the 2013 testing will indicate the site is below 50 megagrams (MG) of NMOC emissions for the next 5 years. If that is the case, the 2013 NMOC report will be a 5-year report, as allowed under NSPS, and so the site will then remain in compliance until 2018, when the next round of Tier 2 testing and NMOC reporting will be required.

SCS will perform Tier 2 field sampling in accordance with applicable NSPS requirements. Because Fink Road has a gas collection system in place, the NSPS allows for sampling from the collection system header. SCS proposes to conduct the sampling similarly to the Tier 2 sampling performed in 2010, which consisted of sampling from the LFG headers in those areas of the landfill where a gas collection system is in place, and sampling from the leachate collection system in areas not covered by a gas collection system. The LFG samples will be collected from each sampling location and shipped to a laboratory for chemical analysis.

SCS will perform the following specific tasks:

Review available site plans and identify the most feasible sampling locations.

Collect a maximum of 3 samples from the main header of the LFG system supplying the flare (includes LF-1 and areas of LF-2 with leachate wells connected to gas system).

Collect a maximum of 3 samples from leachate wells in any portion of LF-2 not currently connected to the main header of the LF-2 gas system.

Collect all LFG samples in accordance with EPA Method 25C. Prior to taking samples, field instrumentation will be used to measure LFG pressures and concentrations of component gases to ensure a good quality sample is collected.

Analyze a maximum of 6 samples per EPA Method 25C and 3C using an EPA-approved analytical laboratory. As required by the EPA, the samples will be analyzed in duplicate, at least.

NMOC Reporting

SCS will calculate the NMOC emissions rate using the average NMOC concentration at the site as determined by Tier 2 testing. SCS will prepare and provide a draft NMOC Emission Rate Report to the County for review and comment. The reports will include:

Summary of emission estimates.

Summary of field sampling procedures.

Map showing field sampling locations.

Summary table of NMOC laboratory results expressed as hexane.

Appended laboratory analytical and quality control data.

Emissions modeling output data.

SCS will incorporate County comments into a final report and submit the report to the SJVAPCD and EPA on behalf of the County.

Task m: EPA and LMR Greenhouse Gas Annual Reports

EPA GHG Annual Report

Starting on January 1, 2010, the EPA required landfill site owners to monitor and report GHG emissions under 40 CFR Part 98, Subpart HH if their facilities meets the reporting criteria of 40 CFR §98.2 (a) (1). Fink Road Landfill meets these criteria, and SCS has prepared the first two annual reports for the landfill (for calendar years 2010 and 2011), on behalf of the County. SCS proposes to assist the County for reporting of calendar year 2012 GHG data.

MSW landfills subject to the rule must report the following information, with the first reports due for calendar year 2010 by March 31, 2011:

Landfill Operations (Open/closed/Year)

Waste Disposal Calculations

Waste Composition (If Available)

Modeling Parameters Used

Methane Data

Landfill Area, Cover Types by Area, and Oxidation Fractions Used

LFG Modeling Results

Emissions from stationary combustion units.
Furthermore, if the MSW landfill facility has a GCCS, the following must be reported:

- Flow of collected LFG
- Methane content of LFG
- Temperature and pressure data for LFG
- Description of control device(s) both on- and off-site
- Control device operating hours
- Description of GCCS, landfill areas and waste depths
- Computed methane volume captured
- Computed methane generated (corrected for oxidation using EPA model)
- Computed methane generated (corrected for oxidation using LFG recovery flow and collection efficiency)
- Methane Emissions, Method 1 (Modeling)
- Methane Emissions, Method 2 (Gas Captured and Estimated Collection Efficiency)

SCS will conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report. This will involve communication between SCS and County staff to resolve any issues including any missing data. SCS will input the data into a spreadsheet to facilitate our review of the data, and to ensure it is complete and suitable for the required online, electronic submittal to EPA.

Upon completion of review of data, SCS will provide a draft of the reporting tool (spreadsheet) for County review, as done for previous EPA GHG reporting. The reporting tool will be finalized per County comments and uploaded to the EPA's EGRRT website, as required, prior to the March 31, 2013 deadline, and any subsequent deadline during the contract period.

LMR Annual Report

Reporting requirements are found in §95470 of the LMR. Annual Reports must include the following information:

- General site information
- Total volume of LFG collected (reported in standard cubic feet (scf)),
- Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
- Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
- Date GCCS installed
- Percent methane destruction efficiency
- Volume and composition of gas shipped off-site
- Type and amount of supplemental fuels burned with the LFG.

Recent topographic map, and
All required monitoring data.

SCS would begin work on this task immediately upon receiving authorization to proceed by contacting appropriate operations personnel to confirm the site is complying with LMR monitoring and recordkeeping requirements. Report preparation will commence in January 2013 as complete 2012 data become available. Completion of the draft report would be expected in February. Upon receipt of comments from the County and final revision, the report will be submitted prior to the March 15, 2013 reporting due date. These steps will be repeated each year of the contract period.

Note that SCS, on behalf of the County, submitted a GCCS Design Plan Addendum for expansion of the existing GCCS to fully comply with the LMR in all areas of the Landfill containing waste. This Addendum, dated June 15, 2010, included various alternative compliance options to provide more flexibility in complying with the Rule. This Addendum, including alternatives will be incorporated into the annual report.

CARB has indicated to SCS that a landfill operator may implement requested alternatives unless and until notified by CARB that the alternatives are either approved or denied. It is SCS' understanding that the County has not received a response to June 15 Addendum from CARB to date.

Initially, the LMR will be implemented by CARB, but ultimately implementation and enforcement may fall to the local air district (San Joaquin Valley APCD).

Task n: Source Testing and Methane Destruction Efficiency Testing

LFG flare source tests are to be conducted in accordance with the San Joaquin Valley APCD Permit No. N-3969 and the LMR for methane destruction efficiency as required under AB32. The last completed methane destruction test date was December 2011. Based on this, the next annual methane destruction testing would need to be performed prior to December 2012. It is anticipated that this will be completed under SCS existing contract which has been extended through 2012.

For 2012, and for future testing beyond 2012, SCS will coordinate and oversee Best Environmental to complete the required annual methane destruction testing. Although notification is not required for LMR methane destruction testing, the San Joaquin Valley APCD will be sent a source test compliance plan as a courtesy. A report summarizing the findings and destruction testing results will be submitted to the County within 60 days of completion of the flare source test and submitted to CARB as part of the annual LMR report by March of each following calendar year.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)

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.

Task 1- Semi-Annual Reports of Required Monitoring

These two reports are required to be submitted no later than June 30 and December 31 of each year for reporting periods December through May, and June through November, respectively. As such, this proposal covers the June and December reports each year of the contract period. SCS will confirm the landfill's compliance with all monitoring requirements contained in the permit.

Confirmation will consist of a review of monitoring data provided by the County, completion of a compliance questionnaire by County personnel, and/or discussions with County personnel.

The report will consist of a completed San Joaquin Valley Air Pollution Control District (SJVAPCD) TVFORM-007 which will be certified by the County's designated Responsible Official, as specified by District rules. The report will be prepared on behalf of the County for submittal to the SJVAPCD.

A draft of the report will be provided to the County to review prior to submittal. The final report will incorporate the County's comments.

Task 2- Annual Compliance Certification

This annual report is required to be submitted no later than June 30 of each year for reporting period June through May. SCS will confirm the landfill's compliance with each condition of the site's Title V permit. Confirmation will consist of a review of monitoring data provided by the County and/or completion of a compliance questionnaire by County personnel. The questionnaire would be 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 will consist of a completed SJVAPCD TVFORM-006 which will be certified by the County's designated Responsible Official, as specified by District rules. The reports will be prepared on behalf of the County for submittal to the SJVAPCD.

A draft of the report will be provided to the County to review prior to submittal. The final report will incorporate the County's comments.

Task p: Landfill Gas Extraction System Performance Monitoring

The current WDRs/MRP do not include a specific requirement for LFG performance monitoring. This is generally accomplished by evaluation of impacts to groundwater over time. Time-series trend graphs are provided in the Annual Monitoring Report to demonstrate that the landfill corrective action system (i.e., LFG extraction) is working to control impacts to groundwater.

If the WDRs/MRP are modified within the term of the contract (likely), and additional performance monitoring is required, SCS will provide such services and associated reporting of results in either the quarterly or annual reports.

Task q: Health and Safety Plan

SCS policy requires that a Site Specific Health & Safety Plan (HSP) be developed for each site where SCS provides monitoring and compliance services. An HSP has already been developed for the Fink Road Landfill and will, as necessary, be amended in the future. The HSP identifies potential work hazards and exposures, provides emergency contact information, and discusses requirements for personnel protective equipment (PPE). Because the HSP already exists for the site, retaining SCS for this project means that the HSP only has to be amended, as needed, and a new HSP will not have to be developed.

It is SCS's standard operating practice to minimize injuries and/or illness in the workplace through implementation of a formal Health and Safety Program. The Program contains the company's

general Health and Safety Plan for both office and field work sites, Injury and Illness Prevention Plan, Codes of Safe Work Practices, including various appendices which address specific health and safety procedures, (e.g., Respiratory Protection, Hearing Protection, Trenching and Shoring, etc.). The Program is not site nor hazard specific, but provides guidance for preparing a Site Specific Health and Safety Plan for those locations where SCS employees are working under conditions where known hazards can be characterized and managed with supplemental safety practices.

SCS' Health and Safety Program does not discuss site-specific criteria, but is a guide of general safe work practices associated with SCS' scope of services. Although each element is comprehensive, no individual section represents the entire Health and Safety Program. Sections are viewed and understood as a group of interactive policies and procedures, that when combined as a whole, provide employees of SCS a safe work environment. The individual elements of the Program include the following: hazards, planning and organization, employee training, medical monitoring, site characterization, environmental monitoring, personal protective equipment, site control, decontamination, hazardous materials handling, site emergencies.

Site Specific Health and Safety Plans are prepared for each jobsite. These Site Specific Plans contain information regarding site address, scope of work, site contact, on-site control, hazard evaluation (including natural and physical hazards), personal protective equipment, field hygiene, decontamination, communication, emergency medical care, map to emergency facility from jobsite, and emergency procedures. The Plans also contain supplemental information (i.e., appendices) that is provided in the formal Health and Safety Program document. Additionally, a Job Task Safety Analysis (JTSA) is conducted for each task that employees will need to perform to fulfill the scope of services for the specific job site. This analysis is conducted to identify possible hazards associated with each task; controls that can be utilized to reduce or eliminate these hazards and appropriate personnel protective equipment (PPE) to be utilized during the performance of each task. The Plans are reviewed with site personnel and are acknowledged by all personnel working on the project.

Record keeping is also an element of SCS's Health and Safety Program. Proper documentation and document control are important for ensuring accurate communications; ensuring the quality of the data collected; providing rationale for safety decisions. Health and Safety records for employee training, medical monitoring, incidents or accidents, and investigations are maintained in the corporate health and safety files. Records related to specific jobs are placed in the permanent job file.

Task r: Regulatory Meetings

SCS has previously provided support to the County for meetings with the regulatory agencies. Over the past six years, there have only been a few occasions to meet with RWQCB regarding the Fink Road Landfill. The first such meeting occurred in late 2006, at the landfill, with the RWQCB representative. In that meeting, various concerns of RWQCB were discussed, including high turbidity in the well samples and review problems with the prior consultant's report. SCS responded to each of these concerns to the satisfaction of RWQCB. The most recent meeting with RWQCB involved questioning the annual oversight fee based on the perceived site threat. SCS assisted in showing the threat for the Fink Road Landfill was overstated in comparison to other sites, which resulted in a reduction of annual fees charged.

For any agency meeting, SCS provides support to the County in the form of reports, data, maps and figures, presentation materials, and other needed information. SCS coordinates with the County as to

the approach to be used during the meetings, and provides meeting summaries following the meetings. Under no circumstance does SCS meet with the regulatory agencies without the knowledge and involvement of Stanislaus County.

Task s: Additional Services

During the past six years, SCS has provided additional services, above and beyond the routine monitoring services, to support County landfill operation and compliance. These have included:

- A sampling study to determine the best approach for groundwater sampling in order to reduce sample turbidity.
- A study of an MTBE detection in well MW-17 to determine if it was a landfill release, or a false positive or other influence (atmospheric deposition).
- A study of groundwater inorganic concentration trends in the southern portion of the site, which showed a correlation to seasonal rainfall, groundwater recharge, and water levels, rather than a release from the landfill.
- Assistance with negotiation and adoption of the current WDRs/MRP in 2008.
- Preparation of a detailed Water Quality Protection Standard Report (WQPS) that re-evaluated site conditions and groundwater inorganic concentrations, and proposed a new intrawell approach (Shewhart-CUSUM) that reduced the number of concentration limit exceedences.
- Installation of new monitoring wells MW-25 and MW-26 to replace MW-10 and MW-11, which were abandoned for construction of LF-2 Cell 5, including the Well Installation Work Plan and Well Installation and Abandonment Report.
- Installation of new LFG perimeter monitoring probes to comply with revised Title 27 CCR requirements.
- Sampling and analysis of the LF-2 Cell 5 leachate sump and lysimeter to support an assessment of fluid detection in the lysimeter.
- Assisted with implementation of monitoring services to comply with the California LMR and AB32 requirements.
- Coordinated and performed initial flare methane destruction efficiency testing and reporting to comply with the California Air Resources Board LMR requirements.
- Provided and performed on-call support services for troubleshooting and repair of the LFG flare systems.

There are several areas where additional services may be required for the Fink Road Landfill in the near future. These include:

- RWQCB staff stated in 2011 that they have some concerns regarding the site and they will have comments forthcoming. However, this has not occurred to date. It is likely that their comments may be in regards to VOCs which are frequently detected in well MW-22. They may require additional studies in the area to determine the source of the VOCs, or may require steps be taken toward corrective action (Evaluation Monitoring Report, Engineering Feasibility Study, Corrective Action Plan).

SCS has recommended replacement of monitoring well MW-9 and RWQCB may request this be completed.

The WQPS report prepared by SCS, and amended report based on RWQCB comments, has never been approved. This is probably due to the complexity of the groundwater conditions (natural variability conditions) and proposed intrawell approach. It is likely that prior to the next revision of the WDRs/MRP, RWQCB will require a new WQPS Report and the concentration limit approach will need to be revisited. If this is the case, the County should request a determination from RWQCB on the previous WQPS approach in order to determine why RWQCB did not approve the proposed approach. This will help determine a revised approach, if necessary.

As required under the LMR, SCS can assist the County with the necessary engineering and expansion of the LFG Collection and Control System to maintain compliance with the requirements of AB32.

SCS is prepared to provide any additional services required to support the County operation and compliance for the Fink Road Landfill. SCS has more complete solid waste capabilities and experience than any other company, and can bring this experience to any additional services that may be needed.

EXHIBIT C
Master Agreement
CONSULTANTS FEE SCHEDULE
(ATTACHED)

1. PRICING ASSUMPTIONS

SCS Engineers (SCS) understands the scope of work for the Fink Road Landfill Environmental Monitoring, Testing, Sampling, and Reporting Services, as defined in the Request for Proposal Section 1.2.1. The cost estimates for completing these services are given in Section 2 of this Pricing Proposal, with a separate spreadsheet provided for each year of the initial contract period – 2013, 2014, and 2015. In completing these cost estimates, assumptions were made about the project costs in general, about specific tasks, and working conditions. These are given below. Assumptions given here for individual tasks do not attempt to duplicate the details of the scope of work, but instead are intended to summarize the basis for cost estimates.

GENERAL ASSUMPTIONS

- Labor rates and equipment costs provided are the same for all three years of the base contract period.
- If the contract is extended beyond the initial three-year term ending December 31, 2015, SCS requests to review the rates and, if necessary, recommend new rates to the County for the extension years through 2017. SCS will provide the rate review and justifications for any rate adjustments, up or down, within 10 working days after notification that the County wishes to extend the contract term.
- While SCS is committing to hold our labor and equipment rates at least through 2015, we cannot guarantee the rates of subcontractors over multiple years. If subcontractors adjust their rates at some future point, up or down, these rate adjustments will be passed through to the County. Alternatively, SCS may solicit bids from other subcontractors, rather than accepting a rate increase, and retain the subcontractor(s) that provide the most cost-effective service to SCS and the County.
- The RFP states that, “The cost for insurance and bonding shall be separately identified on the Pricing Proposal Form.” The insurance coverage required for this project is within our normal, existing insurance coverage. No additional insurance is required to be purchased for this project. Therefore, the cost of insurance is included within the overhead rates for our staff labor and no additional insurance cost is provided in the cost tables. The cost of bonding, which is not part of our overhead structure, is 1.25% of contract value. This covers both Performance and Payment bonds. This line item is shown on each cost table. These bonds were previously waived for SCS during the current contract, but can be provided for the new contract, if required.

TASK ASSUMPTIONS

The following are task specific assumptions used to prepare the cost estimates in Section 2.

Task a: Leachate Monitoring – Completed quarterly as part of the quarterly monitoring event, in accordance with current WDR/MRP requirements.

Task b: Groundwater Monitoring – Completed quarterly as part of the quarterly monitoring event, for up to 16 monitoring wells, using current sampling procedures, and in accordance with the current WDR/MRP requirements. Also includes standard QA/QC sampling and analysis in accordance with the Draft Sampling and Analysis Plan (2012).

Task c: Surface Water Monitoring – Surface water (storm water) monitoring is completed by County personnel. SCS will assist the County with ordering bottles for storm water monitoring events at no additional charge. Therefore, no costs are presented for this task.

Task d: Vadose Zone Monitoring – Completed quarterly as part of the quarterly monitoring event. Assumes that the County will pull the initial vacuum on the lysimeters prior to each monitoring event. Also assumes that lysimeters will not yield sufficient fluids for laboratory analysis (historically the case).

Task e: Surface Impoundment Monitoring – Surface impoundment monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task f: Soil Gas Monitoring – Soil gas monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task g: Resampling - Assumes 1 resampling event per year for duplicate VOCs only.

Task h: Monitoring Reports – Assumes three quarterly reports and one quarterly/annual report each year. However, for calendar year 2012, the 4th Quarter and Annual Report will be completed by SCS in January 2013, under existing contracts. Therefore, 2013 costs are for three quarterly reports (annual report costs are in January of the following year). Report costs include incorporating County supplied data.

Task i: NPDES Stormwater Pollution Prevention Plan Report – SCS is prepared to provide support to County personnel, but since this has previously been done by County personnel, and the need for, and scope, has not yet been determined, no cost is provided for this task.

Task j: Surface Emissions Monitoring (SEM) – Assumes annual SEM testing for LF-1, but quarterly SEM testing for LF-2.

Task k: Leak Monitoring at the Blower Flare Station – Assumes quarterly BFS monitoring with no exceedences that require follow-up exceedence monitoring.

Task l: Non-Methane Organic Compound (NMOC) Testing – Assumes that the required Tier 2 testing will be completed and reported in 2013. Gas samples will be taken from the gas system and analyzed under normal turn-around by the air lab. It is also assumed that the 2013 test will be below

the 50MG NMOC limit and will therefore be a five-year report. Therefore, after 2013, no further NMOC testing should be required until 2018.

Task m: EPA and LMR Greenhouse Gas Annual Reports – Assumes one report annually for each of these two regulatory programs, and one set of responses to the agencies, if needed.

Task n: Source Testing and Methane Destruction Efficiency Testing – Assumes one testing to be completed annually.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC) – Assumes a total of three reports per year.

Task p: Landfill Gas Extraction System Performance Monitoring – The current WDR/MRP does not address analysis of the effectiveness of LFG System Performance Monitoring and the RFP does not establish a specific scope of work. It is assumed that this activity will be part of the quarterly/annual reporting in which time-series graphs are used to show concentrations over time. Therefore, no costs are presented for this task because it will be accomplished under Task h. Monitoring Reports.

Task q: Health and Safety Plan - Assumes one annual update of the existing HSP for only those activities included in this scope of work.

Task r: Regulatory Meetings - Assumes 2 meetings per year – one in the Sacramento area, and one in Modesto or at the site.

Task s: Additional Services – SCS can provide additional services as needed. Since there is no defined scope of work for additional services at this time, no cost estimate for additional services is provided in the cost tables. Additional services can be provided on either a lump sum/fixed price basis, or time and materials based on the fee schedules in Section 3 of this Pricing Proposal.

WORK CONDITION ASSUMPTIONS

SCS will not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.

SCS takes no legal responsibility for any of the potential hazards associated with the LFG condensate.

The Client provides unrestricted site access and workspace for personnel, equipment, and materials to enable completion of work.

The work will be performed in OSHA Level D Protection. Any additional Health and Safety requirements may cause a change in our price.

At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement be interpreted to permit SCS to assume the status of a “generator,” “transporter,” or “treatment, storage, or disposal facility” under state or federal law.

County will provide SCS, prior to start of work, available information regarding manufacturer's operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements.

The costs for Proposal Scope of Work Items j. and n. assume that each surface or flare emissions testing event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of SCS control requires more than one mobilization.

If conditions are observed which contribute to excessive LFG emissions at the landfill surface, pressurized piping and component leak monitoring at the BFS, or from the flare exhaust, a separate price for repairs can be provided. Our services for Proposal Scope of Work Item n. (source test) exclude any modifications or repairs to the flare or LFG system in the event exhaust emissions exceed regulatory permit thresholds.

2. PRICING PROPOSAL FORMS

Cost estimate spreadsheets are included on the following pages for calendar years 2013, 2014, and 2015. Costs spreadsheets show no mark-up for reimbursable items, but a 10% mark-up for subcontractors, as discussed in the **Exceptions to the Sample Agreement**, contained in Appendix D of the Qualifications Proposal.

Also included is a listing of key personnel assigned to this project, and the current labor category for each person.

COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES
JANUARY 1, 2013 - DECEMBER 31, 2013

SCS PERSONNEL	LABOR HOURS PER TASK												LABOR TOTALS	Rate, \$/hr	Amount, \$	
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q				TASK r
ENGINEERING																
Principal							1	1			2			4	\$260	\$1,040
Project Director														0	\$225	\$0
Senior Technical Mgr.		6			24						2	12		44	\$215	\$9,460
Certified Industrial Hygienist											4			4	\$175	\$700
Senior Project Professional							2	6		6				14	\$150	\$2,100
Project Professional		18		2	110			48		45	10	15		248	\$130	\$32,240
Staff Professional							12							12	\$110	\$1,320
Senior Engineering Technician														0	\$100	\$0
Project Administrator														0	\$90	\$0
Drafter					12									12	\$90	\$1,080
Administrative/Secretarial					24			1	1		2			28	\$75	\$2,100
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4	2			2			39	\$190	\$7,410
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4	2		1		5		52	\$130	\$6,760
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32					8		8				192	\$87	\$16,704
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4	2		2		1		30	\$73	\$2,190
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	122	50	8	170	320	28	30	58	14	55	24	27	TOTAL LABOR:		\$107,534
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80					\$596
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,001
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,001
Subcontractors																
Laboratory Costs - Air								\$2,000								\$2,000
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100												\$8,872
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$2,000	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$15,622
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$200	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%):		\$1,562
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$2,200	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$17,184
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360	\$180		\$162		\$90	\$100	Tool Truck/SCS Vehicle:		\$9,748
Total Cost per Task (\$):	\$11,782	\$25,037	\$7,066	\$1,250	\$22,340	\$34,780	\$3,132	\$5,858	\$7,500	\$6,989	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,467
Optional Payment/Performance Bond														With Optional Bonding (1.25%):		\$143,236

Notes: See Section 1 for Task Assumptions
Task a: Leachate Monitoring
Task b: Groundwater Monitoring
Task d: Vadose Zone Monitoring
Task g: Resampling
Task h: Monitoring Reports
Task j: Surface Emissions Monitoring (SEM)
Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
Task m: EPA and LMR Greenhouse Gas Annual Reports
Task n: Source Testing and Methane Destruction Efficiency Testing
Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
Task q: Health and Safety Plan
Task r: Regulatory Meetings
Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

**COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES**

JANUARY 1, 2014 - DECEMBER 31, 2014

SCS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r			
ENGINEERING																
Principal								1		2				3	\$260	\$780
Project Director														0	\$225	\$0
Senior Technical Mgr.		8			24						2	12		46	\$215	\$9,890
Certified Industrial Hygienist											4			4	\$175	\$700
Senior Project Professional								6		6				12	\$150	\$1,800
Project Professional		24		2	140			48		45	10	15		284	\$130	\$36,920
Staff Professional														0	\$110	\$0
Senior Engineering Technician														0	\$100	\$0
Project Administrator														0	\$90	\$0
Drafter					16									16	\$90	\$1,440
Administrative/Secretarial					32			1		2				35	\$75	\$2,625
FIELD SERVICES																
Regional Manager	2	2	2		4				1					11	\$230	\$2,530
Project Manager	4	4	4	1	16	4			2		2			37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4	16	4			1		5			50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32						8					184	\$87	\$16,008
Technician						276	16							292	\$75	\$21,800
Project Administrator	4	4	4	1	8	4			2		1			28	\$73	\$2,044
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	130	50	8	212	320	28	0	58	14	55	24	27	TOTAL LABOR:		\$110,167
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$0	\$25		\$80					\$555
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$6,960
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$6,960
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100												\$8,872
Best Environmental - Source Test									\$4,750							\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	\$0	Total Subcontractors		\$13,622
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	\$0	Admin. Subs (10%):		\$1,362
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	\$0	Total Subcontractors		\$14,984
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360			\$162		\$90	\$100	Tool Truck/SCS Vehicle:		\$9,568
Total Cost per Task (\$):	\$11,782	\$26,247	\$7,066	\$1,250	\$27,200	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,679
Optional Payment/Performance Bond														With Optional Bonding (1.25%)		\$143,450

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (CDC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2015 - DECEMBER 31, 2015

SCS PERSONNEL	LABOR HOURS PER TASK												LABOR TOTALS	Rate, \$/hr	Amount, \$	
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q				TASK r
ENGINEERING																
Principal								1		2				3	\$260	\$780
Project Director														0	\$225	\$0
Senior Technical Mgr.		8			24							2	12	46	\$215	\$9,890
Certified Industrial Hygienist												4		4	\$175	\$700
Senior Project Professional								6		6				12	\$150	\$1,800
Project Professional		24		2	150			48		45	10	15		294	\$130	\$38,220
Staff Professional														0	\$110	\$0
Senior Engineering Technician														0	\$100	\$0
Project Administrator														0	\$90	\$0
Drafter					16									16	\$90	\$1,440
Administrative/Secretarial					32				1		2			35	\$75	\$2,625
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4			2		2		37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4			1		5		50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32							8				184	\$87	\$16,008
Technician						276	16							292	\$75	\$21,800
Project Administrator	4	4	4	1		8	4			2		1		28	\$73	\$2,044
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	130	50	8	222	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$111,467
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$800														\$800
GEM and Other Instruments						\$2,200										
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$200	\$150						\$25		\$80					\$605
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,010
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,010
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$4,355	\$15,239	\$0	\$100												\$19,894
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$4,355	\$15,239	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$24,444
Administration @ 10% ODC (\$):	\$436	\$1,524	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%):		\$2,444
Total Subcontractors	\$4,791	\$16,763	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$26,888
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,258	\$360			\$162		\$90	\$100	Tool Truck/SCS Vehicle:		\$9,568
Total Cost per Task (\$):	\$14,505	\$35,479	\$7,066	\$1,250	\$28,500	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$154,933
Optional Payment/Performance Bond														With Optional Bonding (1.25%):		\$156,870

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

PROJECT STAFF LABOR CATEGORIES

Key personnel to be assigned to the project work for the County are included below along with the current labor category for each.

Team Member	Current Labor Category Engineering (ENG) or Field Services (FS)
E. Wayne Pearce, PG, QSD	Senior Technical Manager - ENG
Patrick S. Sullivan, CPP	Principal - ENG
Anton Z. Svorinich	Regional Manager - FS
Arthur Jones, Jr.	Project Manager - FS
Ambrose McCready, PE	Project Director - ENG
Linda Taverner, QSP	Project Director - ENG
Sean Bass	Project Manager - FS
Christopher Heiny, PG	Project Professional - ENG
Whitney Bills	Project Professional - FS
Andrew Wilcox	Senior Technician - FS
Jon Henkelman, EIT	Project Professional - ENG
Michael O'Connor	Senior Project Professional - ENG
Leslie Bove	Project Professional - ENG
Steve Clements, PG, QSD	Senior Project Manager - ENG
Mark Erickson, EIT	Senior Project Professional - ENG

Note: During the term of this contract, personnel may change labor categories due to company promotions, new qualifications, or new professional certifications.

3. FEE SCHEDULES

Fee schedules are provided on the following pages for SCS Engineers, and SCS Field Services, including internal equipment costs. SCS will hold these rates for at least the initial three year term of the contract.

SCS ENGINEERS

**STANISLAUS COUNTY
FINK ROAD & GEER ROAD LANDFILLS
FEE SCHEDULE**

(Effective January 1, 2013 through December 31, 2015)

	Rate/Hour
Principal	\$260
Project Director	225
Senior Project/Technical Manager	215
Project Manager	185
Certified Industrial Hygienist	175
Senior Project Professional	150
Project Professional	130
Construction Superintendent.....	130
Staff Professional	110
Senior Engineering Technician.....	100
Project Administrator.....	90
Designer/Drafter	90
Administrative/Secretarial	75
Technician.....	75

General Terms

1. Scheduled rates are effective through December 31, 2015. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Reimbursables will have no administrative mark-up. Subcontractors and major equipment purchased on behalf of the County will have an administrative mark-up of 10%.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks (excluding Field Services tool trucks) are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 100 miles per job per day; a \$0.30 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.



SCS FIELD SERVICES

STANISLAUS COUNTY FINK ROAD & GEER ROAD LANDFILLS FEE SCHEDULE

(Effective January 1, 2013 through December 31, 2015)

Technical Field Personnel	Rate (\$)/Hour
Laborer	60
Fusion Technician	67
Technician	75
Equipment Operator	80
Foreman	83
Senior Technician	87
Plant Operator	93
Mechanic	97
Superintendent	103
Field Network Specialist	125
Senior Superintendent	140

Management/Support Personnel	Rate (\$)/Hour
Secretarial	60
Project Administrator	73
Field Data Analyst	80
Senior Project Administrator	85
Designer/Drafter	90
Project Coordinator	100
Project Professional/H&S Specialist	130
Field Compliance Auditor	167
Senior Project Professional	175
Project Manager	190
Regional Manager/Project Director	230

General Terms

1. Labor rates are in effect until December 31, 2015. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Reimbursables will have no administrative mark-up. Subcontractors and major equipment purchased on behalf of the County will have an administrative mark-up of 10%. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.50 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)



3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

SCS FIELD SERVICES

STANISLAUS COUNTY FINK ROAD & GEER ROAD LANDFILLS FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS (Effective January 1, 2013 through December 31, 2015)

	Rate (\$)
GEM 2000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod	10/day
SEM 500 Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
M-40 Gas Analyzer O ₂ /H ₂ S/Combustibles	50/day
Magnehelic Pressure Set	20/day
Kurz Air Velocity Meter	35/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump	15/each
Metal Bellows Vacuum Pump	35/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Fisher M95 Metal Detector.....	30/day
Dewatering Pump (Trash Pump)	45/day
TVA-1000 Flame Ionization Detector:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
MiniRae 2000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week



- Monthly Rate 1,500/month

Rate (\$)

Air Sampling Station:

- Daily Rate50/day
- Weekly Rate..... 200/week

Transit:

- Daily Rate 15/day
- Weekly Rate..... 75/week
- Monthly Rate 250/month

Level:

- Daily Rate 15/day
- Weekly Rate..... 65/week
- Monthly Rate 195/month

Pipe Laser:

- Daily Rate50/day
- Weekly Rate..... 220/week
- Monthly Rate 650/month

- Water Trailer75/day
- PAS 3000 Personal Air Sampling Pump25/day
- Tedlar Bag (10-Liter)..... 40/each
- Non-Contaminating Air Sampling Pump.....25/day
- Interface Probe50/day

Submersible Pump:

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate20/day
- Weekly Rate..... 60/week
- Monthly Rate 180/month

100-Foot Temperature Probe:

- Daily Rate 15/day
- Weekly Rate..... 45/week

- Monthly Rate 135/month

Rate (\$)

Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate80/day
- Weekly Rate..... 240/week
- Monthly Rate 720/month

No. 28 P.E. Fusion Machine (2"-8")..... 150/day

412 P.E. Fusion Machine (4"-12"):

- Daily Rate225/day
- Weekly Rate..... 675/week
- Monthly Rate 2,025/month

618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine.....	425/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day

Generator (6,000-Watt):

- Daily Rate65/day

Generator (8,000 Watt):

- Daily Rate75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate25/day
- Weekly Rate..... 75/week

- Monthly Rate 225/month

Rate (\$)

Leister Extrusion Welding Gun 120/day
 Plate Compactor..... 75/day

4-Wheeler (ATV):

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Cub Cadet:

- Daily Rate 175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

Chain Saw:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Friatec Electrofusion Machine:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Horiba Water Quality Meter:

- Daily Rate 40/day
- Weekly Rate..... 120/week
- Monthly Rate 360/month

Hydrogen Sulfide Meter:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Rate (\$)

Infrared Thermometer:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate75/day
- Weekly Rate..... 225/week
- Monthly Rate 675/month

Earth/Resistance Tester:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Pitot Tube and Gauges:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Pressure Washer:

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 300/month

Squeeze Tool:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Turbidity Meter/Conductivity Meter:

- Daily Rate25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

	Rate (\$)
Vacuum Air Pump:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Video Camera System.....	200/day
Weed Trimmer	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Safety Equipment:	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair)	15/each
• Rubber booties (per pair)	15/each
• Organic Vapor Cartridges (per pair).....	20/each
• Organic Vapor/Acid Cartridges (per pair).....	25/each
• Cartridges pre-filters (per pair)	15/each
• Half face respirator (each)	20/day
• Full face respirator (each).....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate	35/day
- Weekly Rate.....	105/week
- Monthly Rate	315/month
• SCBA	55/day

General Terms

1. Rates are in effect until December 31, 2015. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.

4. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost without administrative mark-up.
5. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
6. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

EXHIBIT D

PROJECT AUTHORIZATION (EXAMPLE)
Project No. 000?
[To be prepared for each project.]

- 1. Except as hereinafter provided, the services provided by the Consultant under this Project Authorization (hereinafter referred to as "P.A.") shall be subject to the terms and conditions set forth in the Professional Design Services Master Agreement made and entered into by and between the County of Stanislaus ("County") and [Company Name] ("Contractor"), on [Insert Date], 20__.
- 2. The Consultant shall provide services under the Master Agreement and this Project Authorizations. as set forth in the Master Agreement Exhibits A and B and/or the Consultant's Proposed Project Scope of Work dated [Insert Date], 2012.
- 3. Consultant will be compensated for the services described herein in accordance with the Section 2.0 of the Master Agreement. The maximum amount to be paid by the County for services provided under this Project Authorization. shall not exceed \$700,000, 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 Project Authorization.
- 4. The term of this Project Authorization shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Consultant's services described herein shall be performed in strict compliance with this Project Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Project Authorization, Project Authorization No. 000? to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Environmental Resources

SCS Engineers

By: _____
Jami Aggers
Interim Director

By: _____
Pat S. Sullivan
Senior Vice President

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel



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

PROJECT AUTHORIZATION

for

Monitoring, Sampling, Testing and Reporting at Fink Road Landfill

Project Number 13-001-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 Professional Design Services* number A101112 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 ("Consultant"), on January 1, 2013.

B. Scope of Work

Consultant shall provide all of the labor, materials, equipment, supplies and supervision to perform monitoring, sampling, testing and reporting services at the County's Fink Road Landfill as described below:

Task a: Leachate Monitoring

1. Consultant shall monitor the Leachate System quarterly at seven leachate collection and removal system (LCRS) locations at the Fink Road Landfill, including the leachate sumps for LF 2 (Cells 1 through 4) and LF-3 (Cell 1 & 2 Lift and Cell 3 Primary). LF-3 Cell 3 Secondary is also monitored as part of the leachate monitoring system, although this is a lysimeter beneath the LCRS. In the near future, this system will be expanded to include the sump for LF-2 Cell 5, once waste deposition begins in that cell.

2. Consultant shall perform quarterly LCRS sampling requirements as part of each quarterly monitoring event. Consultant shall analyze the samples collected for field parameters and transfer to the laboratory, via courier, for analysis of the monitoring parameters given in Table III of the Monitoring and Reporting Program (MRP) Order No. R5-2002-0144.

3. Consultant shall complete Volatile Organic Compounds (VOC) analysis as part of the semi-annual laboratory analyses, in the first and third quarters.

4. Consultant shall complete Constituents of Concern (COC) analysis every five years, with the next 5-year COC event to be completed in late 2015.

5. In addition to the quarterly monitoring of leachate completed by Consultant, weekly and monthly measurements and field analyses are also required. These are completed by County Landfill personnel and the data are provided to Consultant for inclusion into the quarterly monitoring reports.

Task b: Groundwater Monitoring

1. Consultant shall complete groundwater monitoring quarterly. The sampling is accomplished using a portable Grundfos Redi-flo 2 pump system. This system was adopted for sampling in 2006 after Consultant completed a sampling approach study. This study showed that the previously

used Waterra system created erroneously high turbidity in the wells, and that the submersible pump system was successful in reducing the turbidity levels in the samples. In addition, it was shown that a low-flow approach to purging produced lower turbidity samples, compared to a higher-flow (triple purge) approach.

2. Consultant shall sample a total of 16 wells, provided sufficient fluids exist in the wells. These are wells MW-9, MW-12 through MW-14, and MW-16 through MW-26. Well MW-23P is a perched zone well that was installed during the RWQCB-mandated groundwater study completed in 2009. A small amount of water was observed during drilling, but this well has never produced sufficient water for sampling. Although this well has not been functional and could be proposed for destruction, it is recommended that it be maintained as part of the monitoring program at least through the next period of higher seasonal rainfall. This will help demonstrate whether or not a perched water zone does exist during or following wet seasons.

3. Consultant shall coordinate the groundwater sampling, with County personnel, and Consultant shall notify the RWQCB prior to the event.

a. Consultant shall collect water level measurements in all wells prior to sampling. As each well is sampled, field measurements are completed and samples are then transferred to the laboratory, via courier, and analyzed for the monitoring parameters given in Table I of the MRP.

b. VOCs are analyzed semi-annually in the first and third quarters.

4. Consultant shall complete the monitoring events using several unique approaches.

a. The Consultant's Field Services vehicles are equipped with power inverters so the sampling pump is driven via the vehicle power, not a generator. This helps reduce the potential for false positive results due to handling of generator fuels, or sample exposure to generator emissions during sampling.

b. Data collection during field activities is recorded on customized PDAs instead of handwritten forms. This provides efficiencies in that data go from collection to final electronic form without having to be recopied or entered from handwritten data.

Task c: Surface Water Monitoring

1. For the Fink Road Landfill, surface water monitoring is related to storm water run-on and run-off from the site. Typically, there is no run-on to the site as any storm water is channeled around the facility. Previously there were three surface water discharge monitoring points, as defined in the MRP. However, monitoring point S-3 has been eliminated as a discharge point due to landfill modifications. Discharge from the site is very rare because, for most wet seasons, all non-contact storm water is retained onsite and not discharged off-site.

2. Surface water sampling is completed by County personnel when storm events produce discharge from the site.

3. Consultant shall provide sample bottles to the County personnel at the beginning of the wet season. The sample bottles the Consultant provides the County personnel shall include the necessary bottles for analyses to meet both the MRP requirements, and the requirements of the Industrial Storm Water Permit (NPDES).

4. Consultant shall provide sampling instructions and coordination, as necessary, for County staff.

5. County personnel shall collect the required field measurements and samples to be analyzed by the laboratory, as defined in MRP Table IV, plus additional analyses to meet the analysis requirements of the NPDES permit. County shall transfer samples to the laboratory via courier. Although the MRP requires quarterly analysis of monitoring parameters, and semi-annual analysis of VOCs,

discharge happens so infrequently that all samples should be analyzed for VOCs. Constituents of concern (COC) are required by the MRP every five years. This was last accomplished in 2008, so the next surface water samples collected at the site by the County should include COCs.

6. Data collected by County personnel are forwarded to Consultant for inclusion in the quarterly monitoring reports.

Task d: Vadose Zone Monitoring

1. Vadose zone monitoring is required for lysimeters at the landfill, in accordance with Table II of the MRP. There are 31 lysimeters listed for monitoring, but several are considered non-functional. Of the functional lysimeters, only two have recently produced trace quantities of fluids (2Q2012). County personnel shall complete the required monthly monitoring, as defined in the MRP. The County shall provide this information to Consultant for inclusion in the quarterly monitoring reports.

2. Consultant coordinates the quarterly lysimeter monitoring with County landfill staff. County staff shall pull a vacuum the lysimeters 7-10 days before the monitoring event. Consultant shall collect samples during the monitoring event. As stated above, only two lysimeters have recently produced small traces of water. The quantities were too small to complete any analyses, either for field parameters or laboratory monitoring parameters. If any of the lysimeters produce fluids in the future, a hierarchy has been established in the Consultant's Sampling and Analysis Plan for which sample fractions shall be collected, in which sequence. This will permit analysis of the most important parameters - VOCs, then monitoring parameters, then field parameters - should there be sufficient samples for only partial analysis. Constituents of concern are required every five years, but it is unlikely that any of the lysimeters will ever produce sufficient fluids for these analyses.

Task e: Surface Impoundment Monitoring

1. County shall monitor surface impoundments are on a monthly basis in accordance with Table III of the MRP. This includes leachate flow into the impoundments and the field parameters electrical conductivity and pH. The County shall provide this information to Consultant for inclusion in the quarterly monitoring reports.

Task f: Soil Gas Monitoring

2. Soil gas (LFG) monitoring is not specifically required by the current Waste Discharge Requirements (WDRs)/MRP, but is required under Title 27 CCR. County shall complete soil gas monitoring monthly at 14 multi-zone monitoring probes, for a total of 39 individual monitoring points. The monthly monitoring is completed using a GEM field instrument to collect readings for methane, carbon dioxide, oxygen, and probe pressure. County shall forward this data to Consultant for inclusion in the quarterly monitoring reports. Although inclusion of the LFG monitoring data is not required in the monitoring reports under the current WDRs/MRP, it has been included for several years for completeness, and because RWQCB has been moving toward increased involvement in LFG monitoring at many sites. It is suspected that when the WDRs/MRP are next updated for the Fink Road Landfill, there will be LFG monitoring and reporting requirements included.

3. County staff shall enter monthly LFG probe monitoring data into tables, and forward the tables to Consultant for reporting.

Task g: Resampling

1. Consultant shall take all possible precautions to minimize the likelihood that resampling will be required. For instance, Consultant shall use vehicle power inverters to drive the groundwater sampling pump, instead of a generator. Consultant shall also practice strict equipment decontamination procedures to document that sample cross-contamination is not an issue.

2. Resampling is most likely to be required when a VOC is detected in a monitoring well that has not previously been detected. The regulatory trigger for this is typically one new VOC above the Practical Quantitation Limit (PQL), or two or more VOCs above the Method Detection Limit, but below the PQL (trace concentrations).

3. As part of the Consultants's quality assurance/quality control program (QA/QC), a duplicate groundwater sample is collected by Consultant for the monitoring well that has typically had VOCs detected previously. This essentially provides a confirmation sampling at the time of the monitoring event, minimizing the chance that a resampling will be required.

4. Consultant shall determine from the laboratory results if resampling is required. Consultant shall report the situation to County, and coordinate with the County as to when the resampling shall occur. Resampling events shall be completed in duplicate, as required by Title 27 CCR and the WDRs/MRP.

Task h: Monitoring Reports

1. Consultant shall complete quarterly and annual monitoring reports for the Fink Road Landfill. Consultant shall complete the reports in the new RWQCB format and include a RWQCB report checklist in each report. Consultant shall produce the laboratory data reports on CD-ROM in each report copy, and provide one hardcopy of the lab reports to RWQCB along with the report submittal.

2. Consultant shall prepare the monitoring reports and include the monitoring data collected by Consultant, laboratory analysis data, and information provided by the County. Since the Fink Road Landfill is an active facility, the reports include waste acceptance and disposal data provided by the County.

3. The County shall submit the data in the week following the end of the monitoring period (quarter) to the Consultant and the Consultant shall incorporate the data and deliver a draft report to the County for review and comment. This shall be accomplished by using Consultant's Central Desktop workspace (or similar system) for Fink Road Landfill Compliance Tracking. This system allows large reports to be easily uploaded by Consultant, and downloaded by the County.

4. Consultant shall prepare a draft transmittal letter for County letterhead and signature, and deliver the reports directly to RWQCB offices. A copy of the transmittal letter is time/date stamped by RWQCB, and retained by Consultant, to demonstrate on time delivery of the reports.

Taks i: NPDES Report

1. The required annual report for the Industrial Storm Water Permit is due July 1 each year. This report includes the discharge monitoring data for the prior year. County shall prepare and submit this report.

2. Should the State Department of Water Resources require the County to have all annual report submittals submitted electronically via the State's SMART system, the County shall have the option to request the Consultant to either provide training and assistance to County personnel on how to electronically submit the Fink Road Annual Report, or provide the report submittal on behalf of the County. The cost for this is included in the price schedule of this Project Authorization.

3. County personnel shall complete the annual report required under the Industrial Storm Water Permit (due June 30 each year). Consultant shall assist the County with this report, as necessary, including assistance with electronic submittal of the report via the State's SWARM system.

Task j: Surface Emissions Monitoring (SEM) and Reporting

1. Quarterly AB32 SEM requirement for the Fink Road Landfill became effective on July 1, 2011. Since monitoring performed in the third and fourth quarters 2011 and the first and second quarters 2012, indicated no exceedences, the monitoring frequency has been decreased to annual. If any exceedences are detected by Consultant during the annual monitoring and cannot be remediated or repaired by Consultant within 10 calendar days, Consultant shall return to quarterly monitoring of the

landfill. In addition, any exceedances detected by Consultant during any regulatory agency compliance inspections shall result in Consultant returning to quarterly monitoring of the landfill.

2. Consultant understands that four (4) quarterly instantaneous and integrated SEM's have been completed for the Fink Road Landfill Area LF-1 in accordance with the LMR with no exceedances. Therefore, based on this information SEM frequency for Area LF-1 has been decreased to annual testing, effective January 1, 2013. The next testing shall be performed by the Consultant no later than May 2013.

3. Consultant understands that Area LF-2 shall be required to begin quarterly SEM and reporting on a 25-foot pathway in accordance with the LMR and upon authorization of the expansion plan by the Air Resources Board.

4. Consultant shall perform Quarterly or Annual Integrated and Instantaneous Surface Emissions Monitoring as follows:

- a. Quarterly or Annual integrated SEM shall be performed in accordance with AB 32 requirements.
- b. Consultant shall perform integrated monitoring over the landfill surface area in the required 50,000 square foot grid patterns.
- c. Monitoring shall be performed a minimum of 72 hours after the last rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by CARB).
- d. A portable wind station with recording capabilities will be set up prior to monitoring to verify meteorological conditions are maintained. Integrated monitoring will be performed concurrently with the instantaneous monitoring and will be performed on paths of approximately 25 or 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern as required.
- e. Monitoring will be performed with the detector inlet held within 3 inches above the ground surface.
- f. Grid locations exceeding 25 parts per million by volume (ppmv) observed during integrated testing shall be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the County.
- g. Any locations exceeding 200 ppmv shall be recorded. In addition, any locations exceeding the 500 ppmv limit shall be recorded and stake-marked. Consultant shall then Global Position Systems (GPS) locate/ record and document these locations into an AutoCAD drawing for landfill surface or GCCS repairs.
- h. During these activities, the landfill cover/surface will be visually inspected for integrity, breaches, or erosion.

5. Consultant shall perform Follow-up Exceedence Monitoring as follows:

- a. Instantaneous and Integrated Monitoring within 10 calendar days from an initial instantaneous 500 ppmv or integrated grid 25 ppmv exceedance,
- b. Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly or annual monitoring procedures.
- c. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.
- d. If the re-monitoring results indicate a second exceedance within 10 calendar days, Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow-up monitoring is required.
- e. If the re-monitoring results indicate a third exceedance the County must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days from the third exceedance. The work for a new or replacement extraction well is considered Public Work of Improvement under the State of California Public Contracting Code. This Master

Agreement does not authorize work considered Public Works of Improvement to be performed under this Agreement.

f. A separate Project Authorization shall authorize the Consultant to mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

6. Reporting

a. Consultant shall provide to the County a detailed written report summarizing the results of either quarterly or annual SEM activities within 30 days of the surface emissions testing event.

Task k: Leak Monitoring at Blower Flare Station

1. Pressurized Pipe and Component Leak Monitoring

a. Consultant shall perform quarterly leak monitoring in accordance with AB32 regulatory requirements.

b. Consultant shall perform landfill gas pressurized pipe and component leak monitoring at the flare station. Monitoring shall be performed with the detector inlet held one half of an inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv shall be recorded, tagged and submitted to the County.

2. Follow-up Exceedance Monitoring

a. Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly monitoring procedures to verify leak repairs were successful.

3. Reporting

a. Consultant shall provide the County a detailed written report summarizing the results of monitoring activities within 30 days of the pressurized pipe and component leak testing event.

Task l: Non-methane Organic Compound (NMOC) Testing

1. Tier 2 Testing

a. Per the October 2010 Tier 2 NMOC report prepared and submitted to the SJVAPCD by Consultant, Fink Road has satisfied its NMOC reporting requirement through 2012. As such, Tier 2 testing and NMOC reporting must be completed during 2013. Based on past results, it is expected that the 2013 testing will indicate the site is below 50 megagrams (MG) of NMOC emissions for the next 5 years. If that is the case, the 2013 NMOC report will be a 5-year report, as allowed under NSPS, and so the site will then remain in compliance until 2018, when the next round of Tier 2 testing and NMOC reporting will be required.

b. Consultant shall perform Tier 2 field sampling in accordance with applicable NSPS requirements. Because Fink Road has a gas collection system in place, the NSPS allows for sampling from the collection system header. Consultant shall conduct the sampling similarly to the Tier 2 sampling performed in 2010, which consisted of sampling from the LFG headers in those areas of the landfill where a gas collection system is in place, and sampling from the leachate collection system in areas not covered by a gas collection system. The LFG samples shall be collected from each sampling location and shipped to a laboratory for chemical analysis.

c. Consultant shall perform the following specific tasks:

i. Review available site plans and identify the most feasible sampling locations.

- ii. Collect a maximum of 3 samples from the main header of the LFG system supplying the flare (includes LF-1 and areas of LF-2 with leachate wells connected to gas system).
- iii. Collect a maximum of 3 samples from leachate wells in any portion of LF-2 not currently connected to the main header of the LF-2 gas system.
- iv. Collect all LFG samples in accordance with EPA Method 25C. Prior to taking samples, field instrumentation will be used to measure LFG pressures and concentrations of component gases to ensure a good quality sample is collected.
- v. Analyze a maximum of 6 samples per EPA Method 25C and 3C using an EPA-approved analytical laboratory. As required by the EPA, the samples shall be analyzed in duplicate.

2. NMOC Reporting

a. Consultant shall calculate the NMOC emissions rate using the average NMOC concentration at the site as determined by Tier 2 testing. Consultant shall prepare and provide a draft NMOC Emission Rate Report to the County for review and comment. The reports shall include:

- i. Summary of emission estimates.
- ii. Summary of field sampling procedures.
- iii. Map showing field sampling locations.
- iv. Summary table of NMOC laboratory results expressed as hexane.
- v. Appended laboratory analytical and quality control data.
- vi. Emissions modeling output data.

b. Consultant shall incorporate County comments into a final report and submit the report to the SJVAPCD and EPA on behalf of the County.

Task m: EPA and LMR Greenhouse Gas Annual Reports

1. EPA GHG Annual Report

a. The EPA requires landfill site owners to monitor and report GHG emissions under 40 CFR Part 98, Subpart HH. Consultant shall prepare reports of calendar year 2012, 2013, and 2014 GHG data.

b. Reports of MSW landfills subject to the rule must report the following information, are due by March 31 of each year.

- i. Landfill Operations (Open/closed/Year)
- ii. Waste Disposal Calculations
- iii. Waste Composition (If Available)
- iv. Modeling Parameters Used
- v. Methane Data
- vi. Landfill Area, Cover Types by Area, and Oxidation Fractions Used
- vii. LFG Modeling Results
- viii. Emissions from Stationary Combustion Units.

c. Furthermore, if the MSW landfill facility has a GCCS, the following must be reported:

- i. Flow of collected LFG
- ii. Methane content of LFG
- iii. Temperature and pressure data for LFG
- iv. Description of control device(s) both on- and off-site
- v. Control device operating hours
- vi. Description of GCCS, landfill areas and waste depths
- vii. Computed methane volume captured
- viii. Computed methane generated (corrected for oxidation using EPA model)
- ix. Computed methane generated (corrected for oxidation using LFG recovery flow and collection efficiency)
- x. Methane Emissions, Method 1 (Modeling)

- xi. Methane Emissions, Method 2 (Gas Captured and Estimated Collection Efficiency)
- d. Consultant shall conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report. This shall involve communication between Consultant and County staff to resolve any issues including any missing data.
- e. Consultant shall input the data into a spreadsheet to facilitate our review of the data, and to ensure it is complete and suitable for the required online, electronic submittal to EPA.
- f. Upon completion of review of data, Consultant shall provide a draft of the reporting tool (spreadsheet) for County review.
- g. The reporting tool shall be finalized by Consultant per County comments and uploaded by Consultant to the EPA's EGRRT website, as required, prior to the March 31, 2013 deadline, and any subsequent deadline during the contract period.

2. LMR Annual Report

- a. Reporting requirements are found in §95470 of the LMR. Annual Reports must include the following information:
 - i. General site information
 - ii. Total volume of LFG collected (reported in standard cubic feet (scf)),
 - iii. Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
 - iv. Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
 - v. Date GCCS installed
 - vi. Percent methane destruction efficiency
 - vii. Volume and composition of gas shipped off-site
 - viii. Type and amount of supplemental fuels burned with the LFG.
 - ix. Recent topographic map, and
 - x. All required monitoring data.
- b. Consultant shall begin work on this task immediately upon receiving authorization to proceed by contacting appropriate operations personnel to confirm the site is complying with LMR monitoring and recordkeeping requirements.
- c. Consultant shall commence report preparation in January 2013, as completed 2012 data become available.
- d. Consultant shall complete the draft report in February 2013.
- e. Upon receipt of comments from the County, Consultant shall make the final revision incorporating County comment and submit the report prior to the March 15, 2013, reporting due date.
- f. These steps will be repeated each year of the contract period.
- g. Note that Consultant, on behalf of the County, submitted a GCCS Design Plan Addendum for expansion of the existing GCCS to fully comply with the LMR in all areas of the Landfill containing waste. This Addendum, dated June 15, 2010, included various alternative compliance options to provide more flexibility in complying with the Rule. This Addendum, including alternatives shall be incorporated into the annual report.
- h. California Air Resources Board has indicated to Consultant that a landfill operator may implement requested alternatives unless and until notified by CARB that the alternatives are either approved or denied. It is Consultant's understanding that the County has not received a response to June 15 Addendum from CARB to date.
- i. Initially, the LMR will be implemented by CARB, but ultimately implementation and enforcement may fall to the local air district (San Joaquin Valley APCD).

Task n: Source Testing and Methane Destruction Efficiency Testing

- 1. LFG flare source tests are to be conducted in accordance with the San Joaquin Valley APCD Permit No. N-3969 and the LMR for methane destruction efficiency as required under AB32. Consultant shall coordinate and oversee Best Environmental to complete the required annual methane destruction testing. Although notification is not required for LMR methane destruction testing, the San Joaquin Valley APCD shall be sent a source test compliance plan as a courtesy.

2. Consultant shall submit a report to the County summarizing the findings and destruction testing results within 60 days of completion of the flare source test and submitted to CARB as part of the annual LMR report by March of each following calendar year.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)

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.

1. Task 1 - Semi-Annual Reports of Required Monitoring

a. Consultant shall submit the Semi-Annual Reports of Required Monitoring no later than June 30 and December 31 of each year for reporting periods December through May, and June through November, respectively. As such, this Agreement covers the June and December reports each year of the contract period.

b. Consultant 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, providing compliance question to the County for the County to complete and return to the Consultant for review.

c. The reports the Consultant shall prepare on behalf of the County shall consist of a completed San Joaquin Valley Air Pollution Control District (SJVAPCD) TVFORM-007 which shall be certified by the County's designated Responsible Official, as specified by District rules.

d. Consultant shall provide a draft of the report to the County to review prior to submittal to the SJVAPCD.

e. Consultant shall incorporate in the final report the County's comments, and submit to the SJVAPCD.

2. Task 2- Annual Compliance Certification

a. The Annual Compliance Certification report is required to be submitted no later than June 30 of each year for reporting period June through May.

b. Consultant shall confirm the landfill's compliance with each condition of the site's Title V permit. Confirmation shall consist of Consultant's review of monitoring data provided by the County and/or Consultant providing a compliance questionnaire to the County to fill out and return to the Consultant for the Consultant's review. 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.

c. The Consultant shall complete the SJVAPCD TVFORM-006 for the Annual Compliance which shall be certified by the County's designated Responsible Official, as specified by District rules.

d. Consultant shall prepare the reports on behalf of the County for submittal to the SJVAPCD.

e. Consultant shall provide the County a draft of the report to review prior to Consultant's submittal to the SJVAPCD.

f. The Consultant shall incorporate the County's comments in the final report and submit to the SJVAPCD.

Task p: Landfill Gas Extraction System Performance Monitoring

1. The current WDRs/MRP do not include a specific requirement for LFG performance monitoring. This is generally accomplished by evaluation of impacts to groundwater over time. Time-series trend graphs are provided in the Annual Monitoring Report to demonstrate that the landfill corrective action

system (i.e., LFG extraction) is working to control impacts to groundwater. If the WDRs/MRP are modified within the term of the contract (likely), and additional performance monitoring is required, Consultant shall provide such services and associated reporting of results in either the quarterly or annual reports for an additional cost under a separate Project Authorization.

Task q: Health and Safety Plan

1. Consultant shall maintain an up-to-date site specific Health and Safety Plan.

Task r: Regulatory Meetings

1. For any agency meetings, Consultant shall provide support to the County in the form of reports, data, maps and figures, presentation materials, and other needed information.
2. Consultant shall coordinate with the County as to the approach to be used during the meetings, and provides meeting summaries following the meetings. Under no circumstance does Consultant meet with the regulatory agencies without the knowledge and involvement of County.

C. Project Authorization Period

Services shall commence on or about January 1, 2013, and end when Master Agreement term ends, unless terminated sooner.

D. Consultant's Task Assumptions

The following are task specific assumptions used by Consultant to prepare the cost estimates in Section F - Compensation.

Task a: Leachate Monitoring – Completed quarterly as part of the quarterly monitoring event, in accordance with current WDR/MRP requirements.

Task b: Groundwater Monitoring – Completed quarterly as part of the quarterly monitoring event, for up to 16 monitoring wells, using current sampling procedures, and in accordance with the current WDR/MRP requirements. Also includes standard QA/QC sampling and analysis in accordance with the Draft Sampling and Analysis Plan (2012).

Task c: Surface Water Monitoring – Surface water (storm water) monitoring is completed by County personnel. Consultant shall assist the County with ordering bottles for storm water monitoring events at no additional charge. Therefore, no costs are presented for this task.

Task d: Vadose Zone Monitoring – Completed quarterly as part of the quarterly monitoring event. Assumes that the County will pull the initial vacuum on the lysimeters prior to each monitoring event. Also assumes that lysimeters will not yield sufficient fluids for laboratory analysis (historically the case).

Task e: Surface Impoundment Monitoring – Surface impoundment monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task f: Soil Gas Monitoring – Soil gas monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task g: Resampling - Assumes 1 resampling event per year for duplicate VOCs only.

Task h: Monitoring Reports – Assumes three quarterly reports and one quarterly/annual report each year. However, for calendar year 2012, the 4th Quarter and Annual Report shall be completed by Consultant in January 2013, under existing contracts. Therefore, 2013 costs are for three quarterly reports (annual report costs are in January of the following year). Report costs include incorporating County supplied data.

Task i: NPDES Stormwater Pollution Prevention Plan Report – Consultant is prepared to provide support to County personnel, but since this has previously been done by County personnel, and the need for, and scope, has not yet been determined. The County has budgeted \$11,880 for this Task should the County request the Consultant to provide support.

Task j: Surface Emissions Monitoring (SEM) – Assumes annual SEM testing for LF-1, but quarterly SEM testing for LF-2.

Task k: Leak Monitoring at the Blower Flare Station – Assumes quarterly BFS monitoring with no exceedences that require follow-up exceedence monitoring.

Task l: Non-Methane Organic Compound (NMOC) Testing – Assumes that the required Tier 2 testing will be completed and reported in 2013. Gas samples will be taken from the gas system and analyzed under normal turn-around by the air lab. It is also assumed that the 2013 test will be **below** the 50MG NMOC limit and will therefore be a five-year report. Therefore, after 2013, no further NMOC testing should be required until 2018.

Task m: EPA and LMR Greenhouse Gas Annual Reports – Assumes one report annually for each of these two regulatory programs, and one set of responses to the agencies, if needed.

Task n: Source Testing and Methane Destruction Efficiency Testing – Assumes one testing to be completed annually.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC) – Assumes a total of three reports per year.

Task p: Landfill Gas Extraction System Performance Monitoring – The current WDR/MRP does not address analysis of the effectiveness of LFG System Performance Monitoring and the RFP does not establish a specific scope of work. It is assumed that this activity will be part of the quarterly/annual reporting in which time-series graphs are used to show concentrations over time. Therefore, no costs are presented for this task because it will be accomplished under Task h. Monitoring Reports.

Task q: Health and Safety Plan - Assumes one annual update of the existing HSP for only those activities included in this scope of work.

Task r: Regulatory Meetings - Assumes 2 meetings per year – one in the Sacramento area, and one in Modesto or at the site.

E. Work Condition Assumptions

1. Consultant shall not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.
2. Consultant takes no legal responsibility for any of the potential hazards associated with the LFG condensate.
3. County shall provide unrestricted site access and workspace for personnel, equipment, and materials to enable completion of work.
4. The work shall be performed in OSHA Level D Protection.
5. At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to Consultant, nor shall any provision of an ensuing Agreement be interpreted to permit Consultant to assume the status of a "generator," "transporter," or "treatment, storage, or disposal facility" under state or federal law.
6. County shall provide Consultant, prior to start of work, available information regarding manufacturer's operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements.

7. The costs for Scope of Work Items j. and n. assume that each surface or flare emissions testing event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of Consultant's control requires more than one mobilization.
8. If conditions are observed by Consultant which contribute to excessive LFG emissions at the landfill surface, pressurized piping and component leak monitoring at the BFS, or from the flare exhaust, a separate price for repairs shall be provided.
9. Scope of Work Item n. (source test) Consultant excludes any modifications or repairs to the flare or LFG system in the event exhaust emissions exceed regulatory permit thresholds.

F. Compensation

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

1. Project Price

1.1 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 Consultant 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 – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Fee Schedule.

- 1.2 A Summary breakdown of the Project fees is attached.
- 1.3 A detailed breakdown of Reimbursable Expenses is included in the attached.
- 1.4 **PROJECT TOTAL: Five-Hundred, Forty-Six Thousand, Eight-Hundred and Eight Dollars (\$546,880).**
- 1.5 Project total consists of the following:
 - 1.5.1 \$445,000 for the 3 year basic contract services
 - 1.5.2 \$11,880 for NPDES work
 - 1.5.3 \$90,000 for emergency/non-routine (\$30K/year for 3 years)

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

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. Consultant 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 Consultant 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 Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. Professional Services

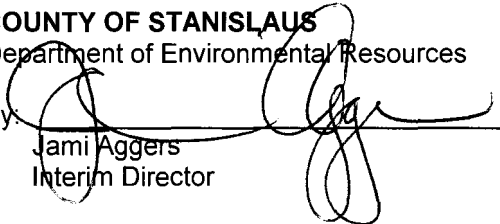
All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement. Public Works of Improvement or Prevailing Wage Work shall not be performed by Consultant under this Agreement. Public Works of Improvement work is defined in Public Contract Code 22002 as construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased, or operated facility. "Public Project" does not include maintenance work described as follows: routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

J. Counterparts

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

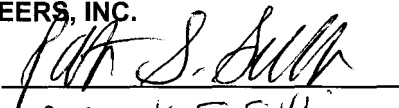
IN WITNESS WHEREOF, the parties have executed this Project No. 13-001-SMG on

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Interim Director

"County"

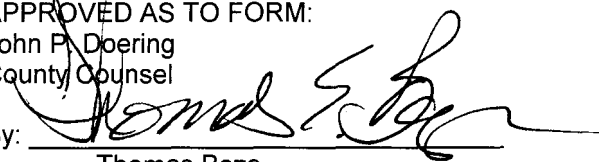
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

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

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel

COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2013 - DECEMBER 31, 2013

SCS PERSONNEL	LABOR HOURS PER TASK												LABOR TOTALS	Rate, \$/hr	Amount, \$		
	RFP Section 1.2.1 Scope Items																
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q				TASK r	
ENGINEERING								1	1		2			4	\$260	\$1,040	
Principal														0	\$225	\$0	
Project Director														44	\$215	\$9,460	
Senior Technical Mgr.	6				24							2	12	4	\$175	\$700	
Certified Industrial Hygenist														14	\$150	\$2,100	
Senior Project Professional								2	6		6			248	\$130	\$32,240	
Project Professional	18			2	110				48		45	10	15	12	\$110	\$1,320	
Staff Professional								12						0	\$100	\$0	
Senior Engineering Technician														0	\$90	\$0	
Project Administrator														12	\$90	\$1,080	
Drafter					12									0	\$90	\$0	
Administrative/Secretarial					24			1	1		2			28	\$75	\$2,100	
FIELD SERVICES																	
Regional Manager	2	2	2			4							1	11	\$230	\$2,530	
Project Manager	4	4	4	1		16	4	2				2		39	\$190	\$7,410	
Senior Project Professional														0	\$175	\$0	
Senior Superintendent														0	\$140	\$0	
Project Professional	4	8	8	4		16	4	2		1		5		52	\$130	\$6,760	
Project Coordinator														0	\$100	\$0	
Senior Technician	64	80	32					8		8				192	\$87	\$16,704	
Technician						276	16							292	\$75	\$21,900	
Project Administrator	4	4	4	1		8	4	2		2		1		30	\$73	\$2,190	
Secretarial														0	\$60	\$0	
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	14	55	24	27	TOTAL LABOR:		\$107,534	
OTHER DIRECT COSTS (ODC)																Amount, \$	
Reimbursables																	
Water Level Indicator	\$100	\$300	\$100	\$25												\$525	
Submersible Pump Controller	\$240	\$800	\$240													\$1,280	
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080	
Power Generator/Inverter		\$600														\$600	
GEM and Other Instruments					\$2,200												
Expendable Sampling Supplies	\$80	\$200	\$200													\$480	
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80					\$596	
Safety Equipment	\$80	\$80	\$80													\$240	
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,901	
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0	
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,901	
Subcontractors																	
Laboratory Costs - Air								\$2,000								\$2,000	
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100							\$4,750					\$8,872	
Best Environmental - Source Test																\$4,750	
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$2,000	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$15,622	
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$200	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%):		\$1,562	
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$2,200	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$17,184	
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360	\$180		\$162		\$90	\$100	Tool Truck/SCS Vehicle:		\$9,748	
Total Cost per Task (\$):	\$11,782	\$25,037	\$7,066	\$1,250	\$22,340	\$34,780	\$3,132	\$5,858	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,467	
Optional Payment/Performance Bond																With Optional Bonding (1.25%)	\$143,236

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2014 - DECEMBER 31, 2014

SCS PERSONNEL	LABOR HOURS PER TASK												LABOR TOTALS	Rate, \$/hr	Amount, \$	
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q				TASK r
ENGINEERING																
Principal								1		2				3	\$260	\$780
Project Director														0	\$225	\$0
Senior Technical Mgr.		8			24						2	12		46	\$215	\$9,890
Certified Industrial Hygienist											4			4	\$175	\$700
Senior Project Professional								6		6				12	\$150	\$1,800
Project Professional		24		2	140			48		45	10	15		284	\$130	\$36,920
Staff Professional														0	\$110	\$0
Senior Engineering Technician														0	\$100	\$0
Project Administrator														0	\$90	\$0
Drafter					16									16	\$90	\$1,440
Administrative/Secretarial					32			1		2				35	\$75	\$2,625
FIELD SERVICES																
Regional Manager	2	2	2			4			1					11	\$230	\$2,530
Project Manager	4	4	4	1		16	4		2		2			37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4		1		5			50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32						8					184	\$87	\$16,008
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4		2		1			28	\$73	\$2,044
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	130	50	8	212	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$110,167
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$0	\$25		\$80					\$555
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$6,960
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$6,960
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100												\$8,872
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$13,622
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%):		\$1,362
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$14,984
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72	\$5,256	\$360	\$0	\$0	\$0	\$162	\$90	\$100	\$0	Tool Truck/SCS Vehicle:		\$9,568
Total Cost per Task (\$):	\$11,782	\$26,247	\$7,066	\$1,250	\$27,200	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,679
Optional Payment/Performance Bond														With Optional Bonding (1.25%):		\$143,450

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

**COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES**

JANUARY 1, 2015 - DECEMBER 31, 2015

SCS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$	
	RFP Section 1.2.1 Scope Items																
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r				
ENGINEERING																	
Principal								1		2				3	\$260	\$780	
Project Director														0	\$225	\$0	
Senior Technical Mgr.		8			24						2	12		46	\$215	\$9,890	
Certified Industrial Hygenist											4			4	\$175	\$700	
Senior Project Professional								6		6				12	\$150	\$1,800	
Project Professional		24		2	150			48		45	10	15		294	\$130	\$38,220	
Staff Professional														0	\$110	\$0	
Senior Engineering Technician														0	\$100	\$0	
Project Administrator														0	\$90	\$0	
Drafter					16									16	\$90	\$1,440	
Administrative/Secretarial					32				1		2			35	\$75	\$2,625	
FIELD SERVICES																	
Regional Manager	2	2	2			4				1				11	\$230	\$2,530	
Project Manager	4	4	4	1		16	4			2		2		37	\$190	\$7,030	
Senior Project Professional														0	\$175	\$0	
Senior Superintendent														0	\$140	\$0	
Project Professional	4	8	8	4		16	4			1		5		50	\$130	\$6,500	
Project Coordinator														0	\$100	\$0	
Senior Technician	64	80	32							8				184	\$87	\$16,008	
Technician						276	16							292	\$75	\$21,900	
Project Administrator	4	4	4	1		8	4			2		1		28	\$73	\$2,044	
Secretarial														0	\$60	\$0	
Total Personnel (Hours):	78	130	50	8	222	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$111,467	
OTHER DIRECT COSTS (ODC)																Amount, \$	
Reimbursables																	
Water Level Indicator	\$100	\$300	\$100	\$25												\$525	
Submersible Pump Controller	\$240	\$800	\$240													\$1,280	
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080	
Power Generator/Inverter		\$600														\$600	
GEM and Other Instruments						\$2,200										\$2,200	
Expendable Sampling Supplies	\$80	\$200	\$200													\$480	
Miscellaneous ODCs	\$150	\$200	\$150					\$25		\$80						\$605	
Safety Equipment	\$80	\$80	\$80													\$240	
Subtotal Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,010	
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0	
Total Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,010	
Subcontractors																	
Laboratory Costs - Air																\$0	
Laboratory Costs - Water	\$4,355	\$15,239	\$0	\$100												\$19,694	
Best Environmental - Source Test										\$4,750						\$4,750	
Subtotal Subcontractors	\$4,355	\$15,239	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$24,444	
Administration @ 10% ODC (\$):	\$438	\$1,524	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0			\$2,444	
Total Subcontractors	\$4,791	\$16,763	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$26,888	
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360			\$162		\$90	\$100	Tool Truck/SCS Vehicle:		\$9,568	
Total Cost per Task (\$):	\$14,505	\$35,479	\$7,066	\$1,250	\$28,500	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$164,933	
Optional Payment/Performance Bond																With Optional Bonding (1.25%)	\$166,870

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks o, e, l, p, and s are not listed because either they are completed by County personnel or have an undefined scope.



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

PROJECT AUTHORIZATION

for

Preparation of New Water Quality Protection Standard Report

Project Number 13-003-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 Professional Design Services* number A101112 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 ("Consultant"), on January 1, 2013.

B. Background

In 2007, Consultant prepared a Water Quality Protection Standard (WQPS) Report for the Fink Road Landfill that proposed a new intrawell statistical approach for the site. This was done to address natural variability of background concentrations for inorganics in groundwater. The previous approach of interwell statistics, using well MW-12 concentrations as representative of background conditions, resulted in many exceedences of the established concentration limits. The Regional Water Quality Control Board (RWQCB) commented on the 2007 WQPS Report, and a revised report was submitted to RWQCB in July 2008. However, this statistical approach was never formally approved by RWQCB.

Since that time, additional characterization of groundwater conditions has been completed in the southern area of the site, and new monitoring wells were installed both south of the site, and to the east of the site as replacements for wells MW-10 and MW-11. These changes to the monitoring system require an update to the WQPS Report. Additionally, it is assumed that revised Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP) will soon be required by RWQCB, since the existing WDR/MRP will become five years old during 2013.

Because of the unique water quality conditions at the site, the new monitoring points, and the need to get to new and acceptable concentration limits before the next WDR/MRP update, a new WQPS Report needs to be completed.

C. Scope of Work

Consultant shall provide all of the labor, materials, and supervision to perform preparation of a new WQPS Report for the County's Fink Road Landfill as described below:

Task 1 – Preparation of Data and Meeting with RWQCB

1.1 The County shall meet with the RWQCB prior to embarking on a new statistical approach for calculating concentration limits. This meeting is to review the groundwater conditions with the RWQCB and discuss possible statistical solutions to which they may be amenable. Prior to meeting with the RWQCB, Consultant shall compile historic groundwater data, review background conditions and variability, and prepare meeting handouts and/or a Power Point presentation that show these conditions.

1.2 Consultant shall attend a meeting with the RWQCB, assumed to be held in their Rancho Cordova offices, and shall present the historic water quality data, challenges in calculating concentration

limits with varying natural background concentrations, and possible statistical approaches.

Task 2 – Preparation of WQPS Report

2.1 Based on the results of the meeting with the RWQCB, Consultant shall complete statistical analyses to determine new concentration limits and prepare a new WQPS Report for the site. The report shall contain the regulatory requirements to include a description of the monitoring systems; listing of constituents of concern; proposed concentration/control limits; listing of points of compliance; and a discussion of the compliance period.

2.2 Consultant shall provide the County a draft version of the WQPS Report for review and comment. After incorporating comments as appropriate, Consultant shall produce two (2) copies of the final report for the County, plus one (1) copy of the final report for submittal to RWQCB.

D. Schedule

	<u>Completion</u>
Task 1 – Preparation of Data and Meeting with RWQCB	4/30/13
Task 2 – Preparation of WQPS Report	6/30/13

E. Project Authorization Period

Services shall commence on or about March 18, 2013, and end July 31, 2013, or when the project is completed.

F. Compensation

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

1. Project Price

1.1 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 Consultant 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 – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Fee Schedule.

	<u>Fee</u>
Task 1 – Preparation of Data and Meeting with RWQCB	\$ 8,240
Task 2 – Preparation of WQPS Report	\$15,760
TOTAL	\$24,000

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

2. Project Price Detail

	Principal	Senior Technical Manager	Project Professional	Draft Person	Admin Secretarial	ODC	Total
	\$260.00	\$215.00	\$130.00	\$90.00	\$75.00		
Task 1	2	18	24	8		\$10.00	\$8,240
Task 2	2	20	74	8	8		\$15,760
	TOTAL						\$24,000

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. Consultant 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 Consultant 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: Gerry Garcia
 P.O. Box 86
 Crows Landing, CA 95313

H. Representatives

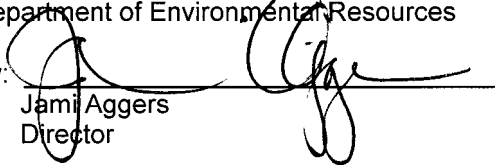
The County's representative is Gerry Garcia, (209) 837- 4816. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. 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.

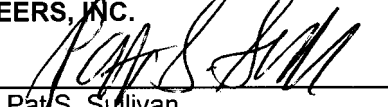
IN WITNESS WHEREOF, the parties have executed this Project No. 13-003-SMG on March 21, 2013.

COUNTY OF STANISLAUS
 Department of Environmental Resources

By: 
 Jami Aggers
 Director

"County"

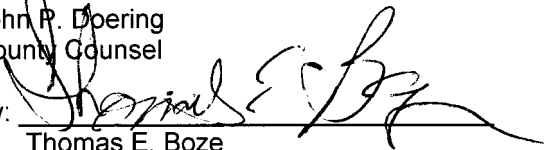
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
 Pat S. Sullivan
 Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
 County Counsel

By: 
 Thomas E. Boze
 Deputy County Counsel



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

PROJECT AUTHORIZATION

For

Preparation of Work Plan for Replacement of Monitoring Well MW-9

(Fink Road Landfill)

Project Number 14-001-SMG

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1 shall be subject to the terms and conditions set forth in *Master Agreement For Professional Design Services* number A101112 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 ("Consultant"), on December 4, 2012.

B. Background

Monitoring well MW-9 has been dry for several years and it is recommended that it be replaced with a deeper monitoring well to provide ongoing groundwater monitoring in the area downgradient of landfill unit LF-1. This assumes that existing monitoring well MW-9 will not be abandoned at this time, but will be retained as a water level monitoring point in case water levels recover to the point the well becomes usable again.

In December 2013, the County received a letter from the Regional Water Quality Control Board (RWQCB), dated December 19, 2013, which requested that the Groundwater Monitoring Well Installation Work Plan be submitted by February 15, 2014. This Project Authorization is for the first phase of the well replacement project. A subsequent, separate Project Authorization shall be issued by the County for Phase 2 of the well replacement project which shall include the remaining tasks (i.e., Assisting the County with preparations for well installation; oversight of well drilling, construction and development; and completion of a Monitoring Well Installation Report).

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment, supplies and supervision to prepare a Monitoring Well Installation Work Plan; including the preparation of Plans, Specifications and Engineer's Estimate (PS&E) and Materials List; for the replacement of the County's Fink Road Landfill monitoring well MW-9 as described below:

Task 1 – Preparation of a Monitoring Well Installation Work Plan

1.1 A replacement well location has already been selected by the County. The County shall mark the field of the new well location, and provide Consultant with a map showing the proposed location.

1.2 Consultant shall prepare a Monitoring Well Installation Work Plan for County's submittal to Regional Water Quality Control Board (RWQCB). The Work Plan shall include the components required by RWQCB, including general information, proposed drilling details, monitoring well design, well development plans, well survey plans, and the proposed schedule for the project. The Consultant shall develop the schedule with input from the County.

1.3 Consultant shall assist the County in responding to RWQCB comments on the Work Plan, if any.

1.4 As part of this Task, Consultant shall also prepare Plans, Specifications and Engineer's Stamped Drawings with sufficient detail to allow the County to obtain bids to retain a drilling contractor under a separate contract for the monitoring well replacement, which will include well construction/installation, development and drilling services. The Plans and Specifications shall include a Materials List and Engineer's Estimate (PS&E). Consultant shall provide the County one (1) hard copy and an electronic PDF copy of the Engineer's Stamped Drawings and PS&E, including the Materials List.

D. Schedule

Assuming authorization to proceed is provided by the County no later than January 15, 2014, the estimated schedule for completion of tasks shall be:

	<u>Completion</u>
Task 1 – Monitoring Well Installation Work Plan to RWQCB	2/12/14
Responding to RWQCB Comments	(as necessary)
Engineer Stamped Plans and Specifications to County	2/12/14

E. Project Authorization Period

Services shall commence on January 13, 2014, or upon the signing of the Agreement (whichever is first), and end April 15, 2014, or when the project is completed.

F. Compensation

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

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Master Agreement and the rates 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 – Fee Schedule and Exhibit 1 – Project Authorization Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Fee Schedule.

- 1.2 A Summary breakdown of the Project fees is attached.
- 1.3 A detailed breakdown of Reimbursable Expenses is included in the attached.
- 1.4 **PROJECT TOTAL: Five-Thousand, Seven-Hundred and Five Dollars (\$5,705).**
- 1.5 Project total not to exceed amount consists of the following:
 - 1.5.1 \$5,605.00 Labor
 - 1.5.2 \$ 100.00 Reimbursables

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice shall include but not be limited to the following information: Hours worked by Consultant'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 Consultant in connection with the services. All invoices and reimbursable items shall have appropriate back up documents (i.e., copies of receipts, information as required in Section E of this Project Authorization) attached to the invoices. Consultant 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 Consultant 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: Gerry Garcia (A101112, PA 14-001-SMG)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

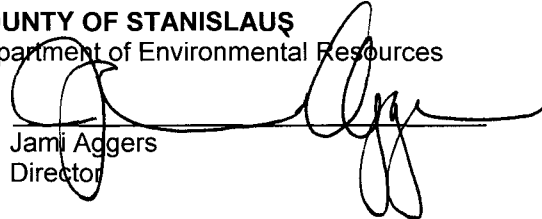
I. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

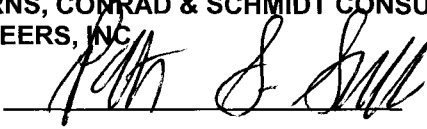
J. Counterparts

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

IN WITNESS WHEREOF, the parties have executed this Project No. 14-001-SMG on January 9, 2014.

COUNTY OF STANISLAUS
Department of Environmental Resources
By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC
By: 
Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

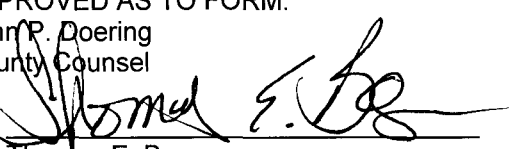
APPROVED AS TO FORM:
John P. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE

Project Fee

Consultant's billable rates are based on Master Agreement Exhibit C – Fee Schedule and Exhibit 1 – Project Authorization Fee Schedule and utilization of non-prevailing wage and non-union workers for all aspects of the work.

Detailed Fee Schedule

The below is a detailed fee schedule for the Project.

Task 1				
Title	Hours	Total Labor Hours	Hourly Billable Rate	Total Not to Exceed Amount
Principal	4	4	\$260.00	\$1,040.00
Senior Technical Manager	8	8	\$215.00	\$1,720.00
Project Professional	16	16	\$130.00	\$2,080.00
Drafter	6	6	\$ 90.00	\$ 540.00
Admin/Secretarial	3	3	\$ 75.00	\$ 225.00
Total Personnel (Hours)	37	37	Total Labor	\$5,605.00

* Consultant's billable rates are based on utilization of non-prevailing wage and non-union workers for all aspects of the work.

Other Direct Costs

Description	Task 1	Total Not to Exceed Amount
Tool Vehicle Fee	\$100.00	\$100.00
Total		\$100.00



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

Amendment 1

To

Project Authorization Number 14-001-SMG

For

Preparation of Work Plan for Replacement of Monitoring Well MW-9 and MW-16

(Fink Road Landfill)

RECITALS

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Professional Design Services* number A101112 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 ("Consultant"), on December 4, 2012 and Project Authorization number 14-001-SMG.

WHEREAS, as of January 9, 2014, (the "Effective Date") the County and Consultant have entered into a certain Agreement relating to the provision of services for the Preparation of a Work Plan for Replacement of Monitoring Well MW-9 (the "Original Project Authorization"); and

WHEREAS, the water level in monitoring well MW-16 has been steadily declining over the years. On January 22, 2014, Consultant reported to the County that well MW-16 would not pump. The water level measurement was estimated at 197 feet MSL. The bottom of the well screen was estimated to be at 194.69. Consultant attempted sampling with a bailer to confirm how much water was in well MW-16 and it returned half full the first time. The well went dry after the third bail. This confirms that there was only approximately 1 foot of water in the bottom of the well. The Consultant was able to obtain enough water for a sample to include the data for 1Q14; and

WHEREAS, Consultant recommends County replace MW-16 at the same time as MW-9 because there will be cost savings by replacing both concurrently. Some of the cost saving benefits of including MW-16 at the same time as MW-9 in the Work Plan, are one (1) work plan instead of two (2), one (1) driller Request for Bid (RFB) instead of two (2), and one (1) well installation report instead of two; and

WHEREAS, the County has a need to add the replacement of Monitoring Well MW-16 to the Scope of Work for the Consultant to include in their preparation of the Work Plan, at no additional cost to the County; and

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

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

1. In Section C – Scope of the Work, the first paragraph is amended to add the following:

"Consultant shall provide all of the labor, materials, equipment, supplies and supervision to prepare a Monitoring Well Installation Work Plan; including the preparation of Plans, Specifications and Engineer's Estimate (PS&E) and Materials List; for the replacement of the County's Fink Road Landfill monitoring well MW-9 and MW-16 as described below:"

2. In Section C – Scope of Work, Task 1.1 is changed to read:

"1.1 A replacement well location has already been selected by the County for MW-9. The County shall mark the field of the new well location, and provide Consultant with a map showing the proposed location.

County staff along with County's contracted Geologist shall determine and select a replacement well location for the MW-16. The objective is to place the new well as close to the existing MW-16 as possible, while ensuring the new well does not interfere with current or imminent construction projects. Once a location is selected, the County shall forward the location information to the Consultant for inclusion in the Work Plan. Consultant shall mark the proposed well site and record an approximate GPS location.

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

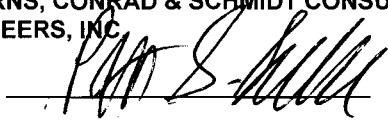
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project No. 14-001-SMG on

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

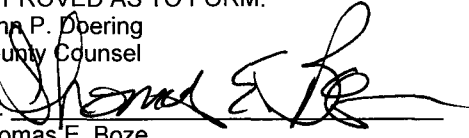
STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.

By: 
Pat S. Sullivan
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AMENDED AND RESTATED
**AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT**

This Amended and Restated Agreement for Professional Design Services Master Agreement (the "Agreement") is 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, Inc., hereinafter referred to as ("Consultant") on March 31, 2014.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

RECITALS

WHEREAS, the County has a need for professional consultant services involving routine testing, monitoring, sampling, and reporting at the County's Fink Road Landfill; and

WHEREAS, the County at times has a need for professional consultant services involving the development of plans, specifications, and engineers estimates (PS&E), work plans, construction quality assurance plans (CQA) and Health and Safety Plans, to comply with the requirements of the regulating agencies as it pertains to the Fink Road Landfill; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, as of December 4, 2012, (the "Effective Date") the County and Consultant have entered into a certain Agreement relating to the provision of monitoring, sampling and reporting, services (the "Original Agreement"); and

WHEREAS, the County has a need, on an "as needed basis", for Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, the County has a need to increase the original Master Agreement not to exceed amount of \$588,380 by \$53,000.00 for contract changes; and

WHEREAS, the County has a need to delete Exhibits A and B in the Original Agreement and consolidate in Exhibit 1 and Exhibit C of this Amended and Restated Agreement; and

WHEREAS both parties desire to Amend and Restate the Agreement to add the Prevailing Wage services; and

NOW, THEREFORE, in the most efficient manner, the Original Agreement is hereby amended and restated and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. **DEFINITIONS**

1.1 **Maintenance:** For the purpose of this Agreement maintenance is defined as:

1.1.1. Title 8, Section 16000, Chapter 8, Subchapter 3, Article 1 of the California Code of Regulations charged by the Department of Industrial Relations, defines maintenance to include: (1)

- 1.5 Public Project: For the purpose of this Agreement, Public Project as defined in the Public Contracting Code Section 22002 (c) (1), means construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of Article 22033 of the Public Contracting Code requiring work to be competitively bid.
- 1.5.1 Public Projects Forty-five Thousand dollars (\$45,000) or more are not to be performed under this Agreement and will be let by contract in accordance with the State of California Public Contract Code.
- 1.6 Prevailing Wage: Prevailing Wage Laws as defined in Section 1720 of the California Labor Code, et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. This shall include work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work.
- 1.7 Non-Routine Service Calls: For the purpose of this Agreement non-routine service calls, which shall not exceed \$45,000.00 and which is not considered a Public Project as defined in Section 1.5, are as-needed calls placed against this Agreement by the County. The County shall issue a single Project Authorization for non-routine service calls. It is expressly understood that the tasks (service calls) to which the Consultant is asked to respond to, shall be on an "as-needed" basis. As each service call is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

2. PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

2.1. Scope of Services: Consultant shall provide the professional services described in Exhibit "1" attached hereto and incorporated herein by reference. The Consultant shall furnish to the County upon receipt of the County's written Project Authorization, Exhibit D – Sample, those services and work set forth in the "Project Authorization – Scope of Work" separately approved for each project or task being provided by the Consultant, which Scope of Work are, by this reference made a part hereof. Each project added to and to be performed under this Agreement shall be separately approved by the parties. A Project Authorization issued by the Department of Environmental Resources Director shall approve each project where the cost of the Work or Services does not exceed the maximum "not to exceed" amount for this Master Agreement.

2.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

2.3. Prevailing Wage: By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Senate Bill 1999 amended Section 1720 of the California Labor Code in part to provide that: "For purposes of this paragraph "construction" includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". Maintenance includes: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired. (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other

operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance as defined in the California Code of Regulations, Title 8, Section 16000, Article 1 is subject to payment of prevailing wage pursuant to Labor Code section 1720.

2.3.1. Pursuant to Labor Code Section 1771, the work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Consultant shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, are set forth by the Director of the Department of Industrial Relations and shall be part of the Agreement.

2.3.2. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State of California Industrial Relations Department Division of Labor, website www.dir.ca.gov; Statistic & Research (415/972-8620) or the Department of Transportation (916/445-3520).

2.3.3. If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws in the California Labor Code Section 1720, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officer, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The provisions of Sections 1720, 1770, 1771, 1773, 1774, 1775, 1776, 1777, 1778, 1813 and 1815 of the Labor Code shall be complied with.

2.3.4. Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Consultant and any sub-consultant shall forfeit to County, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any Consultant sub-consultants, in violation of the provisions of this Agreement.

2.3.5. Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:

2.3.5.1. Consultant and each sub-consultant performing any portion of the work under this Agreement shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with the work.

2.3.5.2. Said payroll records shall be certified and shall be available for inspection at the principal office of Consultant on the basis set forth in Labor Code Section 1776.

2.3.5.3. Consultant shall file a certified copy of said payroll records with County within ten (10) days after receipt of a written request therefore from County.

2.3.5.4. Consultant shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address of said payroll records.

2.3.5.5. It shall be the responsibility of Consultant to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.

2.3.5.6. In the event of noncompliance with the requirements of this Clause of the requirements of Labor Code Section 1776, Consultant shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Consultant must comply. Should noncompliance exist after said 10 day period, Consultant shall, as a penalty to County, forfeit \$25 for each calendar day, or portion thereof, for each worker

to whom the noncompliance pertains, until strict compliance is effectuated. Consultant acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due Consultant for completed task orders.

2.4. Representations: Consultant represents that it has reviewed this Agreement and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached to each Project Authorization. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

2.5. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

2.6. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

2.7. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

2.8. Delegation and Assignment. This is a Professional Design Service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

3. COMPENSATION AND BILLING

3.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibits "C" and C-1, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed **Six Hundred Sixteen Thousand Three Hundred Eighty Dollars (\$616,380.00)**. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

3.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a markup on any item of reimbursement other than the 10% markup for subcontractors and major equipment purchases made on behalf of the County. Major equipment shall be considered any equipment with a purchase price in excess of \$500.00. The County shall not pay for any item of overhead such as telephone, cellular phone, facsimile, postage, etc., unless otherwise approved in writing. All requests for

reimbursement shall be accompanied by a copy of the original invoice.

3.3. **Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit 1 and specified in each Project Scope of Work unless the County, prior to Consultant performing the additional services, approves such additional services in writing by means of an amendment. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.4. **Method of Billing.** Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within 45 days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.5. **Records and Audits.** Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

4. TIME OF PERFORMANCE

4.1. **Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed for each separately approved Project Authorization. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

5. TERM OF CONTRACT AND TERMINATION

5.1. **Term.** This Agreement shall commence upon approval by the County's Board of Supervisors or the effective date the Agreement is signed and continue until December 31, 2015, or until all work on each Project let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

5.2. **Contract Extension.** 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 December 31, 2017, two (2) years from the expiration date of the original Agreement.

5.3. **Notice of Termination.** The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

5.4. **Compensation.** In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C" and "C-1". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

5.5. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

6. INSURANCE REQUIREMENTS

6.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

6.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense

expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.4. **Certificates of Insurance:** At least 10 days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.5. **Non-limiting:** Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

6.6. **Primary Insurance:** The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

6.7. **Cancellation of Insurance:** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after 30 days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

6.8. **California Admitted Insurer:** Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9. **Subcontractors:** Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7. **INDEMNIFICATION**

7.1. **Indemnification:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnatee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without

limitation, the right to implied indemnity.

7.2. **Duty to Defend:** The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

7.3. **Duty to Cooperate:** Each party shall notify the other party within 10 days 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, Consultant 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.

7.4. **Patent Rights:** Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this Agreement.

7.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8. GENERAL PROVISIONS

8.1. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

8.2. **Representatives:** The Director of the Stanislaus County Department of Environmental Resources, or designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3. **Project Managers:** County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

8.4. **Designated Personnel:** A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: E. Wayne Pearce, PG, QSD
- b. Lead/Manager: N/A.

8.5. **Removal of Personnel or Sub-Consultants:** If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

8.6. **Notices:** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as

set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County
Department of Environmental Resources
Attn: Susan Garcia, C.P.M.
3800 Cornucopia Way, Suite C
Modesto, California 95358

If to Consultant:

SCS Engineers
Attn: E. Wayne Pearce, PG, QSD
3117 Fite Circle, Suite 108
Sacramento, CA 95827

8.7. **Attorneys' Fees:** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

8.8. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

8.9. **Assignment:** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

8.10. **Independent Contractor:** Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8.11. **Confidentiality:** The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

8.12. **Ownership of Documents:** Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

8.13. **Reuse of Design Documents:** Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and

all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

8.14. **Public Records Act Disclosure:** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.15. **Responsibility for Errors:** Consultant shall be responsible for its work and results under this Agreement. Consultant, 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 Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant 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.

8.16. **Order of Precedence:** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP.

8.17. **Costs:** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.18. **No Third Party Beneficiary Rights:** This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.19. **Construction:** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.20. **Amendments:** This Agreement may be amended only by a written Amendment executed by the parties hereto or their respective successors and assigns.

8.21. **Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

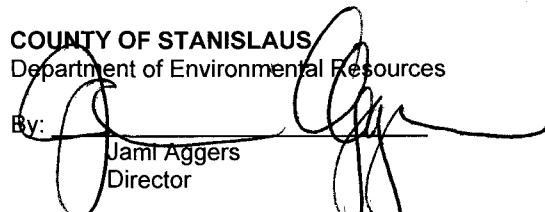
8.22. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.23. **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.

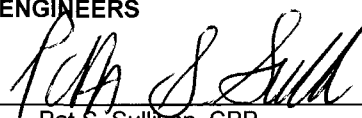
8.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director
"County"

SCS ENGINEERS

By: 
Pat S. Sullivan, CPP
Senior Vice President
"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT 1**AMENDED AND RESTATED EXHIBITS A AND B****A. BACKGROUND**

The Fink Road Landfill is located 4.0 miles west of Crows Landing and 6.0 miles south of Patterson in Stanislaus County, CA. The 219-acre site borders Interstate 5 to the west. Permitted activities and disposal area is 164 acres. Covanta Stanislaus, Inc., operates a waste-to-energy co-generation facility on 16.5 acres in the southwest corner of the site. Landfill 1 (LF-1) Waste Management Unit (WMU) is a Class III landfill which began operations in 1973 for disposal of municipal solid waste (MSW). LF-1 WMU, which had used a trench and fill method, stopped accepting waste in August 1993, and is now closed. The County received California Integrated Waste Management Board approval of the Partial Final Closure Plan in January 1996. Closure construction work was completed on LF-1 in October 1997, and this WMU has been Certified Cover Closed since December 31, 1998. LF-1 WMU has no liner or Leachate Collection and Recovery System (LCRS).

There are currently two (2) active landfill units at the site: (1) LF-2, which accepts Class III MSW; and (2) LF-3, which receives Class II ash from the onsite waste-to-energy facility. Both LF-2 and LF-3 are Subtitle D compliant. The LF-3 LCRS is collected into Surface Impoundment (SI-1) and LF-2 LCRS is collected into SI-2. LF-3 cell 1 started accepting waste (ash) in late 1989. LF-2 cell 1 started accepting waste in 1993. The Class III remaining capacity is currently estimated to extend through 2029, and the Class II remaining capacity is estimated to extend through 2043. The Regional Water Quality Control Board (RWQCB), Central Valley Region, adopted Waste Discharge Requirements (WDRs) Order Number R5-2008-0144 (including a Monitoring and Reporting Program [MRP]), on September 11, 2008.

Groundwater monitoring has been conducted onsite since 1983. LF-1 is a pre-Subtitle D landfill and is known to have volatile organic compound (VOC) releases to groundwater. Monitoring Well (MW)-9 is directly down gradient of LF-1 and was known to be impacted by VOCs when it contained sufficient water for sampling. LF-1 Corrective Action consisted of a final cap constructed in 1995 and a landfill gas (LFG) system that was completed in 2002.

In September 2004, six (6) deeper LFG wells were installed in LF-1 to increase the effectiveness of the LFG system. In October 2005, after the extension of the LFG system to LF-2 Cells 1, 2, and 3 was completed, gas production increased, allowing the County to change the flare operation schedule from eight (8) hours/day, five days/week, to seven (7) days/week, 24 hours/day. Evaluation monitoring for the effectiveness of the LFG extraction system on groundwater quality beneath LF-1, specifically the VOC concentrations at MW-9, is ongoing. However, since early 2009, there has been insufficient water in MW-9 to collect samples. Monitoring Well MW-16 was also under Corrective Action according to previous WDRs, due to known releases from LF-3, Cells 1 and 2. Under the current WDRs, Monitoring Wells MW-9, and MW-16 through MW-22, are all listed as corrective action wells.

The WDRs were last revised in 2008. The Water Board conducted an internal five (5) year review in 2013 and determined that an update was not necessary at that time. The County is planning to destroy and replace Monitoring Well Number 9 in 2014 because it has been dry for some time. The County submitted new Water Quality Protection Standards to the Water Board in 2013 and awaits their approval. The site does have VOC impacts as mentioned above. In 2006, MW-17 had one (1) sample that was positive for MTBE, and based on that, the Water Board required the County to conduct a study and prepare a report which could not pinpoint a source. No sampling results higher than a J-factor (trace level) have been received since.

B. SCOPE OF SERVICES**1. Environmental Monitoring**

The Consultant shall provide all the labor, materials and equipment necessary to provide environmental monitoring, testing/analyzing, sampling and reporting services at the County's Fink Road Landfill.

The following list of environmental monitoring requirements is not necessarily all-inclusive. It is the Consultant's responsibility to verify all environmental monitoring requirements required by WDR Order

Number R5-2008-0144, including the Monitoring and Reporting Program (MRP); Title V Permit Number N-3969 Issued August 20, 2011, by the San Joaquin Valley Air Pollution Control District; Solid Waste Facilities Permit Number 50-AA-0001 issued by the California Department of Resources Recycling and Recovery (CalRecycle); and the State Water Resources Control Board's General Permit to Discharge Stormwater; i.e., the National Pollutant Discharge Elimination System (NPDES) Permit, which are included herein by reference and all applicable statutory/regulatory requirements. Where applicable, tasks that are and will continue to be performed by the County are so noted. All other tasks shall be provided by the Consultant.

Consultant shall provide oversight and coordination of the entirety of the environmental monitoring program for the site. These tasks may include but are not limited to periodic communication with the Stanislaus County's Project Manager(s) and troubleshooting landfill site issues. The scope of services shall include but not be limited to the following tasks for monitoring, testing/analyzing, sampling and reporting services:

1.1 Leachate Monitoring

WDR Order Number R5-2008-0144 requires that leachate sumps be inspected monthly to check for leachate generation. When leachate is first detected in a leachate sump, it is to be sampled immediately for monitoring parameters and Constituents of Concern (COCs). After detecting leachate in a sump the following Work shall be performed:

- 1.1.1 County shall perform weekly and monthly measurements and field analyses. County shall inspect, sample and analyze leachate on a monthly basis for field parameters and provide the data to the Consultant for Consultant's inclusion into the quarterly monitoring reports.
- 1.1.2 On a quarterly basis, Consultant shall monitor, inspect, sample, and analyze sample(s) from seven (7) leachate collection and removal system (LCRS) locations. The samples shall be analyzed for field parameters, and the samples shall be transferred by the Consultant to the laboratory, via courier, for analysis of the monitoring parameters given in Table III of the MRP, (except for Volatile Organic Compounds [VOCs]). The seven (7) leachate collection and removal system (LCRS) locations include:
 - a. Leachate sumps for LF2 (Cells 1 through 4 sump discharge point) and LF-3 (Cell 1 and 2 Lift and Cell 3 Primary sump discharge points); and
 - b. LF-3 Cell 3 Secondary is monitored as part of the leachate monitoring system, although this is a lysimeter beneath the LCRS.
 - c. In the near future, this system will be expanded to include the sump for LF-2 Cell 5, once waste deposition begins in that cell.
- 1.1.3 Consultant shall inspect, sample and analyze on a semi-annual basis, in the first and third quarter, for VOCs.
- 1.1.4 Consultant shall, once every five (5) years perform the semi-annual sampling and include an analysis of the COCs listed in the WDR/MRP. The last 5-year COC event was performed during the fourth quarter 2010. Next testing date is in 2015.
- 1.1.5 All leachate samples shall be analyzed using EPA methods, set parameters and for constituents as described in WDR Order Number R5-2008-0144, to assure testing and reporting compliance.

1.2 Ground Water Monitoring

- 1.2.1 Consultant shall perform ground water monitoring on a quarterly basis. A network of 16 Groundwater Monitoring Wells (MW), designated MW-9, MW-12 through MW-14, MW-16 through MW-26, and MW-23P (perched-zone monitoring well), was established which monitors the three LF areas and the two SIs. The Consultant shall sample the wells and impoundments and analyze (test) for all monitoring parameters and constituents listed and in the frequencies listed in WDR Order Number R5-2008-0144, provided sufficient fluids exist in the wells. The deepest well in terms of length of well (not elevation), is 112 feet

(MW-19). If wells are added or deleted from the monitoring network, Consultant shall adjust the monitoring program accordingly.

- 1.2.2 MW-23P was installed during the RWQCB mandated groundwater study completed in 2009. A small amount of water was observed during drilling, but this well has never produced sufficient water for sampling. Although this well has not been functional and could be proposed for destruction, it is recommended that it be maintained as part of the monitoring program at least through the next period of higher seasonal rainfall. This will help demonstrate whether or not a perched water zone does exist during following wet seasons.
- 1.2.3 Monitoring well MW-9 has been dry for the past several years and Consultant has recommended to the County that this well be proactively replaced. It is likely that the RWQCB will require this at some point in the future. If the area of MW-9 will not be constructed as an active landfill cell for at least five (5) years, it is recommended that MW-9 be replaced with a deeper well in proximity to the existing dry well. This should provide an ongoing measure of VOC concentrations from LF-1, which are believed to be declining over time. It is important to continue documenting this decline as part of the corrective action monitoring program.
- 1.2.4 Each quarter, the Consultant shall coordinate the groundwater sampling with the County and notify the RWQCB prior to the event. The Consultant shall then collect water level measurements in all wells prior to sampling. As each well is sampled by the Consultant, field measurements are completed and samples are then transferred to the laboratory, via courier, and analyzed for the monitoring parameters given in Table 1 of the MRP. VOCs are analyzed semi-annually in the first and third quarters by the Consultant.
- 1.2.5 The Consultant's sampling is accomplished using a portable Grundfos Redi-flo 2 pump system. This system was adopted for sampling in 2006 after Consultant completed a sampling approach study. The study showed that the previously used Waterra system created erroneously high turbidity in the wells, and that the submersible pump system was successful in reducing the turbidity levels in the samples. In addition it was shown that a low-flow approach to purging produced lower turbidity samples, compared to a higher-flow (triple purge) approach.
- 1.2.6 Consultant shall complete the monitoring events using unique approaches. Consultant's vehicles are equipped with power inverters so the sampling pump is driven via the vehicle power, not a generator. This helps reduce the potential for false positive results due to handling of generator fuels, or sample exposure to generator emissions during sampling. Also, Consultant's data collection during field activities are recorded on customized PDAs instead of handwritten forms. This provides efficiencies in that the data goes from collection to final electronic form without having to be recopies or entered from handwritten data.
- 1.2.7 Generally, the WDRs/MRP requires the following for MWs:
 - a. Quarterly monitoring for water level elevation;
 - b. Quarterly sampling for field parameters and inorganic monitoring parameters; and
 - c. Semiannually samples are analyzed for VOCs during the first and third quarters.
 - d. Other constituents, parameters and EPA Methods may be required at any time by the RWQCB.
 - e. COCs shall be sampled every five (5) years. The next sampling events for COCs are as follows: Groundwater: COC testing was completed in October 2005, and October 2010. The next testing date is 2015.

1.3 Surface Water Monitoring

- 1.3.1 Surface water monitoring is related to storm water run-on and run-off from the site. Typically, there is no run-on to the site as any storm water is channeled around the facility.

Previously there were three surface water discharge monitoring points, as defined in the MRP. However, monitoring point S-3 has been eliminated as a discharge point due to landfill modifications. Discharge from the site is very rare because, for most wet seasons, all non-contact storm water is retained onsite and not discharged off-site.

- 1.3.2 WDR Order Number R5-2008-0144, requires that surface water monitoring be conducted "during significant storm events and sampled where they leave the facility boundary at Surface Water Sampling (S) locations S-1, S-2, and S-3." Generally, surface water is to be analyzed quarterly for field parameters and monitoring parameters (except VOCs) semi-annually for VOCs, and analyzed every five (5) years for COCs. Although the MRP requires quarterly analysis of monitoring parameters, and semi-annual analysis of VOCs discharge happens so infrequently, Consultant recommends that County analyze all samples for VOCs.
- 1.3.3 County shall perform the surface water sampling when storm events produce discharge from the site. Consultant shall help coordinate this with County by providing sample bottles at the beginning of the wet season. These include necessary bottles for analyses to meet both the MRP requirements, and the requirements of the Industrial Storm Water Permit (NPDES). Consultant shall provide sampling instructions and coordination, as necessary, for County staff.
- 1.3.4 County shall collect the required field measurements and samples to be analyzed by the laboratory, as defined in MRP Table IV, plus additional analyses to meet the analysis requirements of the NPDES permit. County shall transfer the samples collected to the laboratory, via courier. Although the MRP requires quarterly analysis of monitoring parameters, and semi-annual analysis of VOCs discharge happens so infrequently, Consultant recommends County analyze all samples for VOCs. Constituents of concern are required by the MRP every five (5) years. This was last accomplished in 2008. The next testing date shall be in 2013. The next surface water samples collected by the County at the site shall include COCs.
- 1.3.5 County shall forward the data collected to Consultant for inclusion in the quarterly monitoring reports. The annual report required under the Industrial Storm Water Permit due by June 30 each year, shall be completed by the County. Consultant shall assist the County with this report, as necessary, including assistance with electronic submittal of the report via the State's SWARM system.
- 1.3.6 Sampling location S-3 has been moved due to the construction of LF-2, Cell 5. The new location of S-3 is the storm water holding pond at the northeast corner of LF-2, Cell 5. This new location does not discharge off-site, therefore, it cannot be used for future surface water monitoring in terms of where surface water leaves the facility boundary. It can, however, be used for monitoring run-off retained onsite during significant storm events.

1.4 Vadose Zone Monitoring

- 1.4.1 WDR Order Number R5-2008-0144 requires that unsaturated (vadose) zone monitoring points be monitored quarterly and analyzed for field parameters and monitoring parameters, including VOCs, in accordance with Table II of the MRP. Vadose zone monitoring is required for lysimeters at the landfill. There are 31 lysimeters listed for monitoring, but several are considered non-functional. Of the functional lysimeters, only two (2) have recently produced trace quantities of fluids (2Q2012). The following lysimeters require monitoring: DL-1 through DL-13, DL-20a through DL-22a, DL-23 through DL-30, DL-31N, DL- 31S, DL-31M, and BL-1, BL-2, BL-4 and BL-5 for a total of 31.
- 1.4.2 County shall complete the required monthly monitoring, as defined in the MRP. The County provides this information to the Consultant for inclusion in the quarterly monitoring reports.
- 1.4.3 Consultant shall coordinate the quarterly lysimeter monitoring with County. County shall pull a vacuum on the lysimeters 7-10 days before the monitoring event. Consultant shall

collect samples during the monitoring event. Only two (2) lysimeters have recently produced small traces of water. The quantities were too small to complete any analyses, either for field parameters or laboratory monitoring parameters. If any of the lysimeters produce fluids in the future, a hierarchy has been established in the Consultant's Sampling and Analysis Plan for which sample fractions should be collected, in which sequence. This shall permit analysis of the most important parameters - VOCs, then monitoring parameters, then field parameters - should there be sufficient samples for only partial analysis.

- 1.4.4 COCs are required to be analyzed every five (5) years. If there is sufficient fluid to collect a sample for COC analysis, the next sampling event performed by the Consultant shall include this analysis.

1.5 Surface Impoundments (SI) Monitoring

- 1.5.1 Surface impoundments are monitored by County on a monthly basis in accordance with Table III of the MRP. This includes leachate flow into the impoundments and the field parameters electrical conductivity and ph. This information is provided to Consultant for inclusion in the quarterly monitoring reports.

- 1.5.2 There are two (2) Surface Impoundments present onsite which are currently monitored by County:

- a. SI-1 Leachate Retention Point/Basin/Sump
- b. SI-2 Leachate Retention Point/Basin/Sump

1.6 Soil Gas Monitoring: Gas Probes (GP)

- 1.6.1 Soil gas (LFG) monitoring is not specifically required by the current WDRs/MRP, but is required under Title 27 CCR. County shall perform on a monthly basis, monitoring of a total of 39 onsite individual monitoring points at 14 multi-zone monitoring probes.

- 1.6.2 The 39 onsite GPs are as follows:

- a. GP-1: Two (2) GP's, shallow and medium
- b. GP-2 through GP-13: Three (3) GP's each, shallow, medium and deep, for a total of 36
- c. GP-14: One (1) GP, shallow
- d. Soil gas monitoring shall be done monthly for methane, carbon dioxide, oxygen, balanced gasses, and wellhead (static) pressure using a GEM 2000 gas analyzer or equivalent.

- 1.6.3 County shall complete monthly monitoring using a GEM field instrument to collect readings for methane, carbon dioxide, oxygen, and probe pressure. County shall forward the data to Consultant for inclusion in the quarterly monitoring reports. Although inclusion of the LFG monitoring data is not required in the monitoring reports under the current WDRs/MRP, it has been included for several years for completeness, and because RWQCB has been moving toward increased involvement in LFG monitoring at many sites. When the WDRs/MRP are next updated for the Fink Road Landfill, it is believed there will be LFG monitoring and reporting requirements included.

- 1.6.4 County staff shall enter monthly LFG probe monitoring data into tables, and forward the tables to Consultant for reporting.

1.7 Resampling

- 1.7.1 Resampling shall most likely be required when a VOC is detected in a monitoring well that has not previously been detected. The regulatory trigger for this is typically one (1) new VOC above the Practical Quantitation Limit (PQL), or two (2) or more VOCs above the

Method Detection Limit, but below the PQL (trace concentrations). This has occurred in the past with a detection of MTBE in one (1) well (MW-17).

- 1.7.2 Consultant shall take all possible precautions to minimize the likelihood that resampling shall be required.
- 1.7.3 Consultant shall use vehicle power inverters to drive the groundwater sampling pump, instead of a generator.
- 1.7.4 Consultant shall also practice strict equipment decontamination procedures to ensure that sample cross-contamination is not an issue.
- 1.7.5
- 1.7.6 As part of the Consultants' quality assurance/quality control program (QA/QC), a duplicate groundwater sample is collected by Consultant for the monitoring well that has typically had VOCs detected previously. This essentially provides a confirmation sampling at the time of the monitoring event, minimizing the chance that a resampling shall be required.
- 1.7.7 If resampling is required, Consultant shall determine this from the laboratory results and report the situation to County. The Consultant shall coordinate with the County when the resampling shall occur. Resampling events shall be completed in duplicate, as required by Title 27 CCR and the WDRs/MRP.

1.8 Monitoring Reports

- 1.8.1 Four (4) reports are required per year:
 - a. One (1) following each quarter, for submittal to the RWQCB. These reports must meet all requirements set forth in WDR Order No. R5-2008-0144.
 - b. The end-of-the-year report shall include the fourth quarter report and a summary of the year's findings.
 - c. A draft copy of each report will be submitted to the County for their review and comment.
 - d. Once the report is approved by the County, one (1) copy will be sent to the RWQCB and two (2) copies, electronically and in hard copy, to the County.
- 1.8.2 The quarterly reports shall describe the quarter's activities and shall include the analytical results of the monitoring in a tabular form. The fourth quarter/annual report will compile and analyze the data collected throughout the year and shall assess the trends or significant variations that appear to exist in the data. The County's data on surface water monitoring, lysimeter monthly inspections and other information provided shall be included in the reports.
- 1.8.3 Consultant shall complete quarterly and annual monitoring reports for the Fink Road Landfill. Consultant shall complete the reports in the new RWQCB format and include a RWQCB report checklist in each report. Consultant shall produce the laboratory data reports on CD-ROM in each report copy, and provide one hardcopy of the lab reports to RWQCB along with the report submittal.
- 1.8.4 Consultant shall prepare the monitoring reports and include the monitoring data collected by Consultant, laboratory analysis data, and information provided by the County. Since the Fink Road Landfill is an active facility, the reports include waste acceptance and disposal data provided by the County.
- 1.8.5 County shall submit the data in the week following the end of the monitoring period (quarter) to the Consultant and the Consultant shall incorporate the data and deliver a draft report to the County for review and comment. This shall be accomplished by using Consultant's Central Desktop workspace (or similar system) for Fink Road Landfill

Compliance Tracking. This system allows large reports to be easily uploaded by Consultant, and downloaded by the County.

- 1.8.6 Consultant shall prepare a draft transmittal letter for County letterhead and signature, and deliver the reports directly to RWQCB offices. A copy of the transmittal letter is time/date stamped by RWQCB, and retained by Consultant, to demonstrate on time delivery of the reports.

1.9 NPDES Storm Water Pollution Prevention Plan Report

- 1.9.1 Consultant shall assist the County in the preparation of the NPDES Report (Annual Report for Storm Water Discharges Associated with Industrial Activities, via the SMARTS system) due July 1st of each year and the Winterization Report (Landfill Facility Inspection Report) due November 15th of each year as required by the RWQCB. County staff to determine the extent of assistance needed, if any.
- 1.9.2 The required annual report for the Industrial Storm Water Permit is due July 1 each year. This report includes the discharge monitoring data for the prior year. County shall prepare and submit this report. Consultant shall assist the County with this report, as necessary, including assistance with electronic submittal of the report via the State's SWARM system.
- 1.9.3 Should the State Department of Water Resources require the County to have all annual report submittals submitted electronically via the State's SMART system, the County shall have the option to request the Consultant to either provide training and assistance to County personnel on how to electronically submit the Fink Road Annual Report, or provide the report submittal on behalf of the County.

1.10 Surface Emissions Monitoring (SEM)

- 1.10.1 In accordance with the LMR, quarterly AB32 instantaneous and integrated SEMs for the Fink Road Landfill were required to be conducted for LF-1, effective on July 1, 2011. If after four (4) consecutive SEMs events no exceedences are detected, monitoring may revert back to annually. Since monitoring performed in the third and fourth quarters 2011, and the first and second quarters 2012, indicated no exceedences, the monitoring frequency has been decreased to annual on 100 ft grid spacing (vs. 25 ft) unless and until either: a) the regulations require more frequent testing; or b) the regulatory agency requires more frequent testing.. If any exceedences are detected during the annual monitoring and cannot be remediated or repaired within 10 calendar days, this will trigger a return to quarterly monitoring of the landfill. Remediation or repair work shall be in accordance with Section 1 and Section 2, Item 2.3 et seq., In addition, any exceedences detected during any regulatory agency compliance inspections will result in a return to quarterly monitoring of the landfill.
- 1.10.2 Effective January 1, 2013, due to a new regulatory requirement, Consultant shall perform quarterly SEM and reporting on a 25 foot pathway for Area LF-2 in accordance with the LMR and upon authorization of the expansion plan by the Air Resources Board. The next testing shall be performed by the Consultant no later than May 2013.
- 1.10.3 Quarterly or Annual Integrated and Instantaneous Surface Emissions Monitoring
 - 1.10.3.1 Quarterly or Annual integrated SEM shall be performed in accordance with AB 32 requirements. Consultant shall perform integrated monitoring over the landfill surface area in the required 50,000 square foot grid patterns. Monitoring shall be performed a minimum of 72 hours after the last rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by CARB). A portable wind station with recording capabilities shall be set up by Consultant prior to monitoring to verify meteorological conditions are maintained. Consultant shall perform integrated monitoring concurrently with the instantaneous monitoring, which shall be

performed on paths of approximately 25 or 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern as required. Monitoring shall be performed with the detector inlet held within 3 inches above the ground surface. Grid locations exceeding 25 parts per million by volume (ppmv) observed by Consultant during integrated testing shall be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the County. Any locations exceeding 200 ppmv shall be recorded by Consultant. In addition, any locations exceeding the 500 ppmv limit shall be recorded by Consultant and stake-marked. These locations can then be Global Position Systems (GPS) located/ recorded and documented into an AutoCAD drawing for landfill surface or GCCS repairs. During these activities, the landfill cover/surface shall be visually inspected by Consultant for integrity, breaches, or erosion.

1.10.4 Follow-up Exceedance Monitoring

1.10.4.1 Instantaneous and Integrated Monitoring:

- a. Within 10 calendar days from an initial instantaneous 500 ppmv or integrated grid 25 ppmv exceedance, Consultant shall mobilize to the site (following remediation or repairs either performed by the County Staff, a contractor, or performed by the Consultant under a single Project Authorization issued for non-routine services) and perform re-monitoring in accordance with the previously described quarterly or annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.
- b. If the re-monitoring results indicate a second exceedance within 10 calendar days, Consultant shall mobilize to the site (following remediation or repairs either performed by the County Staff, a contractor, or performed by the Consultant under a single Project Authorization issued for non-routine services) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow-up monitoring is required.
- c. If the re-monitoring results indicate a third exceedance the County must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days from the third exceedance. The work for a new or replacement extraction well is considered Public Work of Improvement under the State of California Public Contracting Code. This Master Agreement does not authorize work considered Public Works of Improvement to be performed under this Agreement.
- d. Consultant to mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

1.10.5 Reporting

A detailed written report summarizing the results of either quarterly or annual SEM activities will be provided to the County within 30 days of the surface emissions testing event.

1.11 Leak Monitoring at the Blower Flare Station (BFS)

1.11.1 Pressurized Pipe and Component Leak Monitoring:

- a. Consultant shall perform quarterly leak monitoring in accordance with LMR, AB32 regulatory requirements.
- b. Consultant shall perform landfill gas pressurized pipe and component leak monitoring of the GCCS that are under positive pressure at the flare station. Monitoring shall be performed with the detector inlet held one half of an inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv shall be recorded, tagged and submitted to the County.

1.11.2 Follow-up Exceedance Monitoring:

- a. Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, Consultant shall mobilize to the site (following remediation or repairs either performed by the County Staff, a contractor, or performed by the Consultant under a single Project Authorization issued for non-routine services) and perform re-monitoring in accordance with the previously described quarterly monitoring procedures to verify leak repairs were successful.

1.11.3 Reporting:

- a. Consultant shall provide the County a detailed written report summarizing the results of monitoring activities within 30 days of the pressurized pipe and component leak testing event.

1.12 Non-Methane Organic Compound (NMOC) Testing

1.12.1 Tier 2 Testing:

- a. Per the October 2010, Tier 2 NMOC report prepared and submitted to the SJVAPCD by Consultant, Fink Road has satisfied its NMOC reporting requirement through 2012. As such, Tier 2 testing and NMOC reporting must be completed during 2013. Based on past results, it is expected that the 2013 testing will indicate the site is below 50 megagrams (MG) of NMOC emissions for the next 5 years. Tier 2 NMOC emissions testing must be completed by April 6, 2013, and again on the frequency required by the Title V permit and/all other State and Federal requirements. The 2013 NMOC report will be a 5-year report, as allowed under NSPS, and so the site will then remain in compliance until 2018, when the next round of Tier 2 testing and NMOC reporting will be required.
- b. Consultant shall perform Tier 2 field sampling in accordance with applicable NSPS requirements. Because Fink Road has a gas collection system in place, the NSPS allows for sampling from the collection system header. Consultant shall conduct the sampling similarly to the Tier 2 sampling performed in 2010, which consisted of sampling from the LFG headers in those areas of the landfill where a gas collection system is in place, and sampling from the leachate collection system in areas not covered by a gas collection system. The LFG samples shall be collected from each sampling location and shipped to a laboratory for chemical analysis.
- c. Consultant shall perform the following specific tasks:
 - i. Review available site plans and identify the most feasible sampling locations.
 - ii. Collect a maximum of 3 samples from the main header of the LFG system supplying the flare (includes LF-1 and areas of LF-2 with leachate wells connected to gas system).
 - iii. Collect a maximum of 3 samples from leachate wells in any portion of LF-2 not currently connected to the main header of the LF-2 gas system.
 - iv. Collect all LFG samples in accordance with EPA Method 25C. Prior to taking samples, field instrumentation shall be used to measure LFG pressures and concentrations of component gases to ensure a good quality sample is collected.

- v. Analyze a maximum of 6 samples per EPA Method 25C and 3C using an EPA-approved analytical laboratory. As required by the EPA, the samples shall be analyzed in duplicate.

1.12.2 NMOC Reporting:

- a. Consultant shall calculate the NMOC emissions rate using the average NMOC concentration at the site as determined by Tier 2 testing. Consultant shall prepare and provide a draft NMOC Emission Rate Report to the County for review and comment. The reports shall include:
 - i. Summary of emission estimates.
 - ii. Summary of field sampling procedures.
 - iii. Map showing field sampling locations.
 - iv. Summary table of NMOC laboratory results expressed as hexane.
 - v. Appended laboratory analytical and quality control data.
 - vi. Emissions modeling output data.
- b. Consultant shall incorporate County comments into a final report and submit the report to the SJVAPCD and EPA on behalf of the County.

1.13 EPA and LMR Greenhouse Gas Annual Reports

1.13.1 EPA GHG Annual Report:

- a. Starting on January 1, 2010, the EPA required landfill site owners to monitor and report GHG emissions under 40 CFR Part 98, Subpart HH if their facilities meets the reporting criteria of 40 CFR § 98.2 (a) (1). Fink Road Landfill meets these criteria. Consultant shall prepare reports of calendar year 2012, 2013, and 2014 GHG data.
- b. MSW landfills subject to the rule must report the following information, with the reports due by March 31 of each year:
 - i. Landfill Operations (Open/closed/Year)
 - ii. Waste Disposal Calculations
 - iii. Waste Composition (If Available)
 - iv. Modeling Parameters Used
 - v. Methane Data
 - vi. Landfill Area, Cover Types by Area, and Oxidation Fractions Used
 - vii. LFG Modeling Results
 - viii. Emissions from Stationary Combustion Units.
- c. Furthermore, if the MSW landfill facility has a GCCS, the following must be reported:
 - i. Flow of collected LFG
 - ii. Methane content of LFG
 - iii. Temperature and pressure data for LFG
 - iv. Description of control device(s) both on- and off-site
 - v. Control device operating hours
 - vi. Description of GCCS, landfill areas and waste depths
 - vii. Computed methane volume captured
 - viii. Computed methane generated (corrected for oxidation using EPA model)
 - ix. Computed methane generated (corrected for oxidation using LFG recovery flow and collection efficiency)
 - x. Methane Emissions, Method 1 (Modeling)
 - xi. Methane Emissions, Method 2 (Gas Captured and Estimated Collection Efficiency).

- d. Consultant shall conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report. This shall involve communication between Consultant and County staff to resolve any issues including any missing data.
- e. Consultant shall input the data into a spreadsheet to facilitate our review of the data, and to ensure it is complete and suitable for the required online, electronic submittal to EPA.
- f. Upon completion of review of data, Consultant shall provide a draft of the reporting tool (spreadsheet) for County review.
- g. The reporting tool shall be finalized by Consultant per County comments and uploaded by Consultant to the EPA's EGRRT website, as required, prior to the March 31, 2013, deadline and any subsequent deadline during the contract period.

1.13.2 LMR Annual Report:

- a. Reporting requirements are found in §95470 of the LMR. Annual Reports prepared by the Consultant must include the following information:
 - i. General site information
 - ii. Total volume of LFG collected (reported in standard cubic feet (scf))
 - iii. Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume)
 - iv. Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device
 - v. Date GCCS installed
 - vi. Percent methane destruction efficiency
 - vii. Volume and composition of gas shipped off-site
 - viii. Type and amount of supplemental fuels burned with the LFG
 - ix. Recent topographic map, and
 - x. All required monitoring data.
- b. Consultant shall begin work on this task immediately upon receiving authorization to proceed by contacting appropriate operations personnel to confirm the site is complying with LMR monitoring and recordkeeping requirements.
- c. Consultant shall commence report preparation in January 2013, as completed 2012 data become available.
- d. Consultant shall complete the draft report in February 2013.
- e. Upon receipt of comments from the County, Consultant shall make the final revision incorporating County comment and submit the report prior to the March 15, 2013, reporting due date.
- f. These steps will be repeated each year of the contract period.
- g. Note that Consultant, on behalf of the County, submitted a GCCS Design Plan Addendum for expansion of the existing GCCS to fully comply with the LMR in all areas of the Landfill containing waste. This Addendum, dated June 15, 2010, included various alternative compliance options to provide more flexibility in complying with the Rule. This Addendum, including alternatives shall be incorporated into the annual report.
- h. California Air Resources Board has indicated to Consultant that a landfill operator may implement requested alternatives unless and until notified by CARB that the alternatives are either approved or denied.

- i. Implementation of the LMR has been delegated by CARB to the local air district (San Joaquin Valley APCD or District). The District incorporated the LMR requirements into the Site's permit with the issuance of a revised permit in August 2013, including alternatives as noted in part (g) above. These reports are due annually on March 15..

1.14 Source Testing and Methane Destruction Efficiency Testing

- 1.14.1 LFG Flare Source testing and/or methane destruction efficiency testing shall be performed as required by the San Joaquin Valley Air Pollution Control District Permit Number N-3969 and any/all other applicable State and Federal regulations.
- 1.14.2 Consultant shall coordinate and oversee Best Environmental to complete the required annual methane destruction testing. Although notification is not required for LMR methane destruction testing, Consultant shall send the San Joaquin Valley APCD a source test compliance plan as a courtesy. Methane destruction efficiency testing was completed in 2011 per AB 32 requirements.
- 1.14.3 Consultant shall submit a report to the County summarizing the findings and destruction testing results within 60 days of completion of the flare source test and submitted to CARB as part of the annual LMR report by March of each following calendar year.

1.15 Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)

- 1.15.1 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 required by the San Joaquin Valley Air Pollution Control District every June 30 and December 31 for the RRM and every June 30 for the COC.
- 1.15.2 Task 1 - Semi-Annual Reports of Required Monitoring:
 - a. Consultant shall submit the Semi-Annual Reports of Required Monitoring no later than June 30 and December 31 of each year for reporting periods December through May, and June through November, respectively. As such, this Agreement covers the June and December reports each year of the contract period.
 - b. Consultant 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, providing compliance question to the County for the County to complete and return to the Consultant for review.
 - c. The reports the Consultant shall prepare on behalf of the County shall consist of a completed San Joaquin Valley Air Pollution Control District (SJVAPCD) TVFORM-007 which shall be certified by the County's designated Responsible Official, as specified by District rules.
 - d. Consultant shall provide a draft of the report to the County to review prior to submittal to the SJVAPCD.
 - e. Consultant shall incorporate in the final report the County's comments, and submit to the SJVAPCD and the EPA.
- 1.15.3 Task 2- Annual Compliance Certification:
 - a. The Annual Compliance Certification report is required to be submitted no later than June 30 of each year for reporting period June through May.

- b. Consultant shall confirm the landfill's compliance with each condition of the site's Title V permit. Confirmation shall consist of Consultant's review of monitoring data provided by the County and/or Consultant providing a compliance questionnaire to the County to fill out and return to the Consultant for the Consultant's review. 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.
- c. The Consultant shall complete the SJVAPCD TVFORM-006 for the Annual Compliance which shall be certified by the County's designated Responsible Official, as specified by District rules.
- d. Consultant shall prepare the reports on behalf of the County for submittal to the SJVAPCD.
- e. Consultant shall provide the County a draft of the report to review prior to Consultant's submittal to the SJVAPCD.
- f. Consultant shall incorporate the County's comments in the final report and submit to the SJVAPCD and the EPA.

1.16 Landfill Gas Extraction System Performance Monitoring

- 1.16.1 Monitor the effectiveness of the gas extraction system as required by the WDRs/MRP and any/all applicable State and Federal requirements.

1.17 Health and Safety Plan

- 1.17.1 Consultant shall maintain an up-to-date site specific Health and Safety Plan. This Plan shall address all systems in operation at the site, list all emergency contact personnel and shall be updated at least annually.

1.18 Regulatory Meetings

- 1.18.1 Included in this Agreement is Consultant's preparation for and attendance at two (2) regulatory or other meetings per year for the contract duration. Consultant shall assume that one (1) meeting would take place in the Sacramento Area and one (1) meeting would take place in the Stanislaus County area.
- 1.18.2 For any agency meetings, Consultant shall provide support to the County in the form of preparing meeting agendas, overview documents, graphical representations of analytical data, meeting minutes, reports, data, maps and figures, presentation materials, and other needed information.
- 1.18.3 Consultant shall coordinate with the County as to the approach to be used during the meetings, and provide meeting summaries following the meetings. Under no circumstance does Consultant meet with the regulatory agencies without the knowledge and involvement of County.
- 1.18.4 Meetings shall be attended by the successful proposer's principal-in-charge and/or a Project Manager.

1.19 Additional Services

- 1.19.1 Additional environmental monitoring, testing, reporting and related services may be required at the County's request.
- 1.19.2 Non-Routine Services Calls

Non-routine service calls are defined in Section 1.7 of the Amended and Restated Master Agreement. All work performed under this category shall be in accordance with Sections 1.7, 1.6 and 2.3 of the Amended and Restated Master Agreement.

1.19.3 Non-Routine Unscheduled Emergency Services

Non-routine unscheduled emergency Services are defined in Section 1.4 of the Amended and Restated Master Agreement. All work performed under this category shall be in accordance with Sections 1.4, 1.5, 1.6 and 2.3 of the Amended and Restated Master Agreement.

1.19.4. Non-Routine Scheduled Maintenance

Should the County request the Consultant to perform non-routine scheduled maintenance as defined in Sections 1.1 and 1.3 of the Amended and Restated Master Agreement; the Consultant shall perform this work in accordance with Sections 1.1, 1.3 and 2.3 of the Amended and Restated Master Agreement.

1.19.5 Title V Permit

The Title V Permit for the site expires on July 31, 2016. The renewal application, which the Consultant may be asked to assist the County with, will be due to the San Joaquin Valley APCD within 6-18 months of this date (as early as 1/31/15 but not later than 1/31/16).

C. COMPLIANCE WITH OSHA

The Consultant shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Consultant or any of the Consultant's employees shall observe any violation of OSHA in or on the premises on which the Consultant is to perform work pursuant to this contract, the Consultant shall immediately give written notice to the County of such violation.

D. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

E. MULTI-YEAR CONTRACT

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the County shall have the right to terminate this contract and the Consultant is not entitled to recover any costs not incurred prior to termination.

F. FINES

Should the County be fined by a regulatory agency as a result of the Consultant's failure to: meet any monitoring requirement, meet any scheduled date for required reports or testing, and/or to report any new releases of groundwater contamination to the County within 24 hours of discovery, the Consultant shall reimburse the County the full amount of all fines within 30 days after demand for payment is made by the County.

(End of Exhibit 1)

EXHIBIT C
FEE SCHEDULE

1. Compensation

The Consultant shall be compensated for the services provided under the Agreement as follows:

1.1 Payment and Invoicing

- 1.1.1 The terms of payment are Net 30 days after approval of the invoice.
- 1.1.2 Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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.
- 1.1.3 Maintenance and Submission of Certified Payroll Records. The Consultant and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. During the progress of the prevailing wage work, until Final Payment is due, the Consultant and its Subcontractors shall maintain and submit Certified Payroll Records no less frequently than a semi-monthly basis. No later than the 5:00 P.M. on the fourth business day following the close of each semi-monthly accounting period, the Consultant shall submit Certified Payroll Records for the Consultant and its Subcontractors for all persons providing or performing any Work in the immediately preceding accounting period. The original copies of Certified Payroll Records shall be submitted by the Consultant to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Consultant's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Consultant to the Contract Administrator shall be transmitted to the County's Department of Environmental Resources Landfill. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Consultant under the Contract Documents is the Consultant's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Consultant's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Consultant and the Consultant's entitlement to receipt of any Progress Payment.
- 1.1.4 Invoices shall be mailed or delivered to the County department indicated below. The remit to address is:

Stanislaus County
 Department of Environmental Resources Landfill
 Attention: Gerry Garcia
 P.O. Box 86
 Crows Landing, California 95313

1.2 Prevailing Wage Rates

The below prevailing wage rates apply to any work performed by the Consultant as defined in Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.7 and 2 of the Master Agreement.

CATEGORY	REGULAR HOURLY RATE	OVERTIME HOURLY RATE
Lead Inspector	*	*
Building/Construction Inspector	*	*
Geotechnical Driller	*	*
Operating Engineer	*	*
Pipelayer	*	*
Laborer	*	*

*The actual rates are not shown because they are subject to change based on the published prevailing wage determinations. These rates shall be based on published prevailing wage determinations for Northern California including Building/Construction Inspector and Field Soil and Material Tester, Classification Groups 1 through 3; Operating Engineer (Heavy and Highway work), Area 1, Classification Group 3; and Laborer and Related Classifications, Area 2, Classification Groups 1 and 3A; plus Consultant’s labor mark-up (employee benefits, overhead, and profit).

1.3 Professional Service Fee Schedule (Engineering Division)

(Effective January 1, 2013, through December 31, 2015). Rates include overhead, administration, and profit.

Title	Hourly Billable Rate
Principal	\$260
Project Director	\$225
Senior Project/Technical Manager	\$215
Project Manager	\$185
Certified Industrial Hygienist	\$175
Senior Project Professional	\$150
Project Professional	\$130
Construction Superintendent	\$130
Staff Professional	\$110
Senior Engineering Technician	\$110
Project Administrator	\$90
Designer/Drafter	\$90
Administrative/Secretarial	\$75
Technician	\$75

- 1.3.1. Reimbursables shall have no administrative mark-up.
- 1.3.2. Subcontractors and major equipment purchased on behalf of the County shall have an administrative mark-up of 10 percent.
- 1.3.3. Charges for Consultant’s field equipment and instruments shall be in accordance with Consultant’s Field Equipment Rental Rates Schedule in effect at the time the Work is performed. Consultant’s company trucks (excluding Field Services tool trucks) are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 100 miles per job per day; a \$0.30 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage project may be negotiated on a case-by-case basis.
- 1.3.4. Payment of Consultant’s invoices for services performed shall not be contingent upon the County’s receipt of payment from other parties, unless otherwise agreed in writing. County agrees to pay legal costs, including attorney’s fees, incurred by Consultant in collecting any amounts past due and owing on County’s accounts.

1.3.5 For special situations such as expert court testimony and limited consultation, hourly rates shall be on an individually negotiated basis.

1.4 Fee Schedule (Field Services Division)

(Effective January 1, 2013, through December 31, 2015)

Technical Field Personnel (Standard Rate for Non-Prevailing Wage Work):

Title	Hourly Billable Rate
Laborer	\$60
Fusion Technician	\$67
Technician	\$75
Equipment Operator	\$80
Foreman	\$83
Senior Technician	\$87
Plant Operator	\$93
Mechanic	\$97
Superintendent	\$103
Field Network Specialist	\$125
Senior Superintendent	\$140

Management / Support Personnel:

Title	Hourly Billable Rate
Secretarial	\$60
Project Administrator	\$73
Field Data Analyst	\$80
Senior Project Administrator	\$85
Designer/Drafter	\$90

Title	Hourly Billable Rate
Project Coordinator	\$100
Project Professional/H&S Specialist	\$130
Field Compliance Auditor	\$167
Senior Project Professional	\$175
Project Manager	\$190
Regional Manager/Project Director	\$230

- 1.4.1 The above rates include salary, overhead, and profit. Reimbursables shall have no administrative mark-up.
- 1.4.2 Subcontractors and major equipment purchased on behalf of the County shall have an administrative mark-up of ten percent (10%).
- 1.4.3 The cost of equipment owned by Consultant's Field Services shall not be subject to an administrative mark-up.
- 1.4.4 Trucks shall be charged at \$18.00/hour. (No administrative mark-up shall be applied to charges for company owned vehicles.)
- 1.4.5 Automobile mileage cost is \$0.50 per mile.
- 1.4.6 Payment of Consultant's invoices for services performed shall not be contingent upon the County's receipt of payment from other parties, unless otherwise agreed in writing. County agrees to pay legal costs, including attorney's fees, incurred by Consultant in collecting any amounts past due and owing on County's accounts.

- 1.4.7 Rates for Principals may be negotiated on a project-specific basis. For special situations such as expert court testimony and limited consultation, hourly rates shall be on an individually negotiated basis.
 - 1.4.8 On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, shall be billed at eight (8) hours. A minimum of four (4) hours shall be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and shall be charged portal-to-portal from Consultant's Field Services Division.
 - 1.4.9 Operation, maintenance, and/or repair work shall be in accordance with the Prevailing Wage Requirements. Construction Work is not included in this Agreement.
 - 1.4.10 For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks.
 - 1.4.11 Costs for equipment and analysis shall be billed in accordance with the rates contained on Consultant's Field Services Division Standard Fee Schedule for Equipment and Analysis.
- 1.5 Consultant's Field Services Division – Fee Schedule for Equipment and Analysis

(Effective January 1, 2013, through December 31, 2015)

DESCRIPTION	FEE
GEM 2000 Gas Analyzer:	
Daily Rate	\$185/day
Weekly Rate	\$555/week
Monthly Rate	\$1,665/month
H2S Gas Pod	\$10/day
SEM 500 Emissions Monitor:	
Daily Rate	\$185/day
Weekly Rate	\$555/week
Monthly Rate	\$1,665/month
Q Rae Gas Analyzer O2/H2S/CO/Combustibles	\$50/day
Micro Max Gas Analyzer O2/H2S/CO/COI Combustibles	\$50/day
M-40 Gas Analyzer O2/H2S/Combustibles	\$50/day
Magnehelic Pressure Set	\$20/day
Kurz Air Velocity Meter	\$35/day
Digital Readout Thermocouple	\$25/day
Dräger Detector Tubes/Pump	\$15/each
Metal Bellows Vacuum Pump	\$35/day
Bar Punch:	
Daily Rate	\$10/day
Weekly Rate	\$30/week
Monthly Rate	\$90/month
Fisher M95 Metal Detector	\$30/day
Dewatering Pump (Trash Pump)	\$45/day
TVA-1000 Flame Ionization Detector:	
Daily Rate	\$185/day
Weekly Rate	\$555/week
Monthly Rate	\$1,665/month
MiniRae 2000 PID:	
Daily Rate	\$150/day
Weekly Rate	\$500/week
Monthly Rate	\$1,500/month

DESCRIPTION	FEE
Air Sampling Station:	
Daily Rate	\$50/day
Weekly Rate	\$200/week
Transit:	
Daily Rate	\$15/day
Weekly Rate	\$75/week
Monthly Rate	\$250/month
Level:	
Daily Rate	\$15/day
Weekly Rate	\$65/week
Monthly Rate	\$195/month
Pipe Laser:	
Daily Rate	\$50/day
Weekly Rate	\$220/week
Monthly Rate	\$650/month
Water Trailer	\$75/day
PAS 3000 Personal Air Sampling Pump	\$25/day
Tedlar Bag (10-Liter)	\$40/each
Non-Contaminating Air Sampling Pump	\$25/day
Interface Probe	\$50/day
Submersible Pump:	
Daily Rate	\$50/day
Weekly Rate	\$150/week
Monthly Rate	\$450/month
Water Level Indicator:	
Daily Rate	\$20/day
Weekly Rate	\$60/week
Monthly Rate	\$180/month
100-Foot Temperature Probe:	
Daily Rate	\$15/day
Weekly Rate	\$45/week
Monthly Rate	\$135/month
Teflon Well Bailer	\$10/each
Vacuum Box/Carbon Canister and Blower	\$150/day
Tool Truck	\$144/day
No. 12 P.E. Fusion Machine (1"-2"):	
Daily Rate	\$50/day
Weekly Rate	\$150/week
Monthly Rate	\$450/month
No. 14 P.E. Fusion Machine (1"-4"):	
Daily Rate	\$80/day
Weekly Rate	\$240/week
Monthly Rate	\$720/month
No. 28 P.E. Fusion Machine (2"-8")	
	\$150/day
412 P.E. Fusion Machine (4"-12"):	
Daily Rate	\$225/day
Weekly Rate	\$675/week
Monthly Rate	\$2,025/month
618 P.E. Fusion Machine and Tool Truck	\$400/day
Trackstar 500 Fusion Machine	\$425/day
Sidewinder P.E. Fusion Machine	\$100/day
Air Compressor	\$60/day
Arc Welder	\$75/day
Generator (3,500-Watt)	\$45/day

DESCRIPTION	FEE
Generator (5,000-Watt)	\$60/day
Generator (6,000-Watt):	
Daily Rate	\$65/day
Generator (8,000 Watt):	
Daily Rate	\$75/day
Weekly Rate	\$225/week
Isolation Pinch-off Tools:	
Daily Rate	\$25/day
Weekly Rate	\$75/week
Monthly Rate	\$225/month
Leister Extrusion Welding Gun	\$120/day
Plate Compactor	\$75/day
4-Wheeler (ATV):	
Daily Rate	\$50/day
Weekly Rate	\$150/week
Monthly Rate	\$450/month
4-Wheeler with 44" Mow Deck:	
Daily Rate	\$100/day
Weekly Rate	\$300/week
Monthly Rate	\$900/month
Cub Cadet:	
Daily Rate	\$175/day
Weekly Rate	\$525/week
Monthly Rate	\$1,575/month
Chain Saw:	
Daily Rate	\$10/day
Weekly Rate	\$30/week
Monthly Rate	\$90/month
Friatec Electrofusion Machine:	
Daily Rate	\$100/day
Weekly Rate	\$300/week
Monthly Rate	\$900/month
Horiba Water Quality Meter:	
Daily Rate	\$40/day
Weekly Rate	\$120/week
Monthly Rate	\$360/month
Hydrogen Sulfide Meter:	
Daily Rate	\$100/day
Weekly Rate	\$300/week
Monthly Rate	\$90/month
Infrared Thermometer:	
Daily Rate	\$10/day
Weekly Rate	\$30/week
Monthly Rate	\$90/month
Micropurge Flow Cell (Groundwater):	
Daily Rate	\$100/day
Weekly Rate	\$300/week
Monthly Rate	\$900/month
Oilless Compressor and Control Box (Groundwater):	
Daily Rate	\$75/day
Weekly Rate	\$225/week
Monthly Rate	\$675/month
Earth/Resistance Tester:	
Daily Rate	\$100/day

DESCRIPTION	FEE
Weekly Rate	\$300/week
Monthly Rate	\$900/month
Pitot Tube and Gauges:	
Daily Rate	\$10/day
Weekly Rate	\$30/week
Monthly Rate	\$90/month
Pressure Washer:	
Daily Rate	\$50/day
Weekly Rate	\$150/week
Monthly Rate	\$300/month
Squeeze Tool:	
Daily Rate	\$10/day
Weekly Rate	\$30/week
Monthly Rate	\$90/month
Turbidity Meter/Conductivity Meter:	
Daily Rate	\$25/day
Weekly Rate	\$75/week
Monthly Rate	\$225/month
Vacuum Air Pump:	
Daily Rate	\$100/day
Weekly Rate	\$300/week
Monthly Rate	\$900/month
Video Camera System	\$200/day
Weed Trimmer:	
Daily Rate	\$25/day
Weekly Rate	\$75/week
Monthly Rate	\$225/month
Safety Equipment:	
Tyvek Suit (each)	\$15/each
Polyethylene suit (each)	\$20/each
Nitrile gloves (per pair)	\$15/each
PVC Gloves (per pair)	\$15/each
Rubber booties (per pair)	\$15/each
Organic Vapor Cartridges (per pair)	\$20/each
Organic Vapor/Acid Cartridges (per pair)	\$25/each
Cartridges pre filters (per pair)	\$15/each
Half face respirator (each)	\$20/day
Full face respirator (each)	\$25/day
Ventilator/manhole blowers	\$25/day
Parachute harness	\$10/day
Tripod:	
Daily Rate	\$35/day
Weekly Rate	\$105/week
Monthly Rate	\$315/month
SCBA	\$55/day

- 1.5.1 Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
- 1.5.2 Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the County separately.
- 1.5.3 Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost without administrative mark-up.

- 1.5.4 Equipment rented will be charged portal-to-portal from Consultant's offices. Renter is responsible for return charges.
- 1.5.5 The cost of equipment owned by Consultant Field Services Division shall not be subject to administrative mark-up.

1.6 Project Staff Labor Categories

The below is a list of the Consultant's key personnel to be assigned to the project work for the County with the current labor category for each.

Team Member	Current Labor Category Engineering (ENG) or Field Services (FS)
E. Wayne Pearce, PG, QSD	Senior Technical Manager - ENG
Patrick S. Sullivan, CPP	Principal – ENG
Anton Z. Svorinich	Regional Manager – FS
Arthur Jones, Jr.	Project Manager – FS
Ambrose McCready, PE	Project Director – ENG
Linda Taverner, QSP	Project Director – ENG
Sean Bass	Project Manager – FS
Christopher Heiny, PG	Project Professional – ENG
Whitney Bills	Project Professional –FS
Andrew Wilcox	Senior Technician – FS
Jon Henkelman, EIT	Project Professional – ENG
Michael O'Connor	Senior Project Professional – ENG
Leslie Bove	Project Professional - ENG
Steve Clements, PG, QSD	Senior Project Manager – ENG
Mark Erickson, EIT	Senior Project Professional - ENG

- 1.7 Exhibit C-1 is the Environmental Monitoring, Testing, Sampling and Reporting Services cost estimate spreadsheets for calendar years 2013, 2014, and 2015. Costs spreadsheets show no mark-up for reimbursable items, but a 10% mark-up for subcontractors.

3. Consultant's Task Assumptions

The following are task specific assumptions used by Consultant to prepare the below cost estimates for Compensation.

- Task a: Leachate Monitoring – Completed quarterly as part of the quarterly monitoring event, in accordance with current WDR/MRP requirements.
- Task b: Groundwater Monitoring – Completed quarterly as part of the quarterly monitoring event, for up to 16 monitoring wells, using current sampling procedures, and in accordance with the current WDR/MRP requirements. Also includes standard QA/QC sampling and analysis in accordance with the Draft Sampling and Analysis Plan (2012).
- Task c: Surface Water Monitoring – Surface water (storm water) monitoring is completed by County personnel. Consultant shall assist the County with ordering bottles for storm water monitoring events at no additional charge. Therefore, no costs are presented for this task.
- Task d: Vadose Zone Monitoring – Completed quarterly as part of the quarterly monitoring event. Assumes that the County will pull the initial vacuum on the lysimeters prior to each monitoring event. Also assumes that lysimeters will not yield sufficient fluids for laboratory analysis (historically the case).
- Task e: Surface Impoundment Monitoring – Surface impoundment monitoring is completed by County personnel. Therefore, no costs are presented for this task.

- Task f: Soil Gas Monitoring – Soil gas monitoring is completed by County personnel. Therefore, no costs are presented for this task.
- Task g: Resampling - Assumes 1 resampling event per year for duplicate VOCs only.
- Task h: Monitoring Reports – Assumes three quarterly reports and one quarterly/annual report each year. However, for calendar year 2012, the 4th Quarter and Annual Report shall be completed by Consultant in January 2013, under existing contracts. Therefore, 2013 costs are for three quarterly reports (annual report costs are in January of the following year). Report costs include incorporating County supplied data.
- Task i: NPDES Stormwater Pollution Prevention Plan Report – Consultant is prepared to provide support to County personnel, but since this has previously been done by County personnel, and the need for, and scope, has not yet been determined. The County has budgeted \$11,880 for this Task should the County request the Consultant to provide support.
- Task j: Surface Emissions Monitoring (SEM) – Assumes annual SEM testing for LF-1, but quarterly SEM testing for LF-2.
- Task k: Leak Monitoring at the Blower Flare Station – Assumes quarterly BFS monitoring with no exceedences that require follow-up exceedence monitoring.
- Task l: Non-Methane Organic Compound (NMOC) Testing – Assumes that the required Tier 2 testing will be completed and reported in 2013. Gas samples will be taken from the gas system and analyzed under normal turn-around by the air lab. It is also assumed that the 2013 test will be below the 50MG NMOC limit and will therefore be a five-year report. Therefore, after 2013, no further NMOC testing should be required until 2018.
- Task m: EPA and LMR Greenhouse Gas Annual Reports – Assumes one report annually for each of these two regulatory programs, and one set of responses to the agencies, if needed.
- Task n: Source Testing and Methane Destruction Efficiency Testing – Assumes one testing to be completed annually.
- Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC) – Assumes a total of three reports per year.
- Task p: Landfill Gas Extraction System Performance Monitoring – The current WDR/MRP does not address analysis of the effectiveness of LFG System Performance Monitoring and the RFP does not establish a specific scope of work. It is assumed that this activity will be part of the quarterly/annual reporting in which time-series graphs are used to show concentrations over time. Therefore, no costs are presented for this task because it will be accomplished under Task h. Monitoring Reports.
- Task q: Health and Safety Plan - Assumes one annual update of the existing HSP for only those activities included in this scope of work.
- Task r: Regulatory Meetings - Assumes two (2) meetings per year – one in the Sacramento area, and one in Modesto or at the site.

4. Work Condition Assumptions

- a. Consultant shall not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.
- b. Consultant takes no legal responsibility for any of the potential hazards associated with the LFG condensate.
- c. County shall provide unrestricted site access and workspace for personnel, equipment, and materials to enable completion of work.

- d. The work shall be performed in OSHA Level D Protection.
- e. At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to Consultant, nor shall any provision of an ensuing Agreement be interpreted to permit Consultant to assume the status of a "generator," "transporter," or "treatment, storage, or disposal facility" under state or federal law.
- f. County shall provide Consultant, prior to start of work, available information regarding manufacturer's operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements.
- g. The costs for Scope of Work Items j. and n. assume that each surface or flare emissions testing event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of Consultant's control requires more than one mobilization.
- h. If conditions are observed by Consultant which contribute to excessive LFG emissions at the landfill surface, pressurized piping and component leak monitoring at the BFS, or from the flare exhaust, a separate price for repairs shall be provided.
- i. Scope of Work Item n. (source test) Consultant excludes any modifications or repairs to the flare or LFG system in the event exhaust emissions exceed regulatory permit thresholds.

**COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES**

JANUARY 1, 2013 - DECEMBER 31, 2013

VOS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	RFP Section 1.2.1: Scope Items															
	TASK a	TASK b	TASK d	TASK e	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK v	TASK q	TASK r			
ENGINEERING								1	1		2			4	\$260	\$1,040
Principal														0	\$225	\$0
Project Director														44	\$215	\$9,460
Senior Technical Mgr.		6			24							2	12	4	\$175	\$700
Certified Industrial Hygienist								2	6		6	4		14	\$150	\$2,100
Senior Project Professional														248	\$130	\$32,240
Project Professional		18		2	110			12	48		45	10	15	12	\$110	\$1,320
Staff Professional														0	\$100	\$0
Senior Engineering Technician														0	\$90	\$0
Project Administrator														12	\$80	\$1,080
Drafter					12									28	\$75	\$2,100
Administrative/Secretarial					24			1	1		2					
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4	2		2		2		39	\$190	\$7,410
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4	2		1		5		52	\$130	\$6,760
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32					8		8				192	\$87	\$16,704
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4	2		2		1		30	\$73	\$2,190
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	14	55	24	27	TOTAL LABOR:		\$107,624
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										\$2,200
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80					\$596
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,001
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,001
Subcontractors																
Laboratory Costs - Air								\$2,000								\$2,000
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100												\$8,872
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$2,000	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$13,622
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$200	\$0	\$475	\$0	\$0	\$0	Admin. Costs (10%)		\$2,162
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$2,200	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$15,784
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360	\$180		\$162		\$90	\$100	Tool Truck/SCS Vehicle		\$9,746
Total Cost per Task (\$):	\$11,782	\$25,037	\$7,066	\$1,250	\$22,340	\$34,780	\$3,132	\$5,658	\$7,500	\$6,969	\$7,500	\$3,023	\$4,630	ANNUAL TOTAL:		\$141,467
Optional Payment/Performance Bond														With Optional Bonding (1.25%):		\$143,236

Notes: See Section 1 for Task Assumptions

- Task a: Leachate Monitoring
- Task b: Groundwater Monitoring
- Task d: Vadose Zone Monitoring
- Task g: Resampling
- Task h: Monitoring Reports
- Task j: Surface Emissions Monitoring (SEM)
- Task k: Leak Monitoring at the Blower Flare Station

- Task l: Non-Methane Organic Compound (NMOC) Testing
 - Task m: EPA and LMR Greenhouse Gas Annual Reports
 - Task n: Source Testing and Methane Destruction Efficiency Testing
 - Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 - Task r: Health and Safety Plan
 - Task s: Regulatory Meetings
- Tasks c, e, f, i, p, and u are not listed because either they are completed by County personnel or have an undefined scope.

**COUNTY OF STANISLAUS
FINN ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES**

JANUARY 1, 2014 - DECEMBER 31, 2014

ODC PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r			
ENGINEERING									1		2			3	\$280	\$780
Principal														0	\$225	\$0
Project Director					24							2	12	46	\$215	\$9,890
Senior Technical Mgr.		8										4		4	\$175	\$700
Certified Industrial Hygienist									6		6			12	\$150	\$1,800
Senior Project Professional				2	140				48		45	10	15	284	\$130	\$36,920
Project Professional		24												0	\$110	\$0
Staff Professional														0	\$100	\$0
Senior Engineering Technician														0	\$90	\$0
Project Administrator														16	\$90	\$1,440
Drafter					16									35	\$75	\$2,625
Administrative/Secretarial					32				1		2					
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4			2		2		37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4			1		5		50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32							8				184	\$87	\$16,008
Technician						278	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4			2		1		28	\$73	\$2,044
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	130	50	8	212	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$110,167
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										\$2,200
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$0	\$25		\$80					\$555
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$6,960
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$6,960
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100							\$4,750					\$8,872
Best Environmental - Source Test																\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$13,022
Administration @ 10% ODC (S):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%)		\$1,302
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$14,324
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360			\$162		\$90	\$100	Tool Truck/SCS Vehicle		\$9,506
Total Cost per Task (\$):	\$11,782	\$26,247	\$7,086	\$1,250	\$27,200	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,679
Optional Payment/Performance Bond																With Optional Bonding (1.25%)
																\$143,450

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task c: Vadose Zone Monitoring
 Task d: Vadose Zone Monitoring
 Task e: Resampling
 Task f: Monitoring Reports
 Task g: Surface Emissions Monitoring (SEM)
 Task h: Leak Monitoring at the Blower Flare Station

Task i: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (ACC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, h, n, and s are not listed because either they are completed by County personnel or have an undefined scope.

**COUNTY OF STANISLAUS
PINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES**

JANUARY 1, 2015 - DECEMBER 31, 2015

ODS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r			
ENGINEERING									1		2			3	\$280	\$780
Principal														0	\$225	\$0
Project Director														48	\$215	\$8,800
Senior Technical Mgr.		8			24							2	12	4	\$175	\$700
Certified Industrial Hygienist									6		6	4		12	\$150	\$1,800
Senior Project Professional									48		45	10	15	294	\$130	\$38,220
Project Professional		24		2	150									0	\$110	\$0
Staff Professional														0	\$100	\$0
Senior Engineering Technician														0	\$90	\$0
Project Administrator														0	\$90	\$0
Draftor					16									16	\$90	\$1,440
Administrative/Secretarial					32				1		2			35	\$75	\$2,625
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4			2		2		37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4			1		5		50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32							8				184	\$87	\$16,068
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4			2		1		28	\$73	\$2,044
Secretarial														0	\$80	\$0
Total Personnel (Hours):	78	130	50	8	222	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$111,467
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										\$2,200
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$200	\$150						\$25		\$80					\$805
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,010
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,010
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$4,355	\$15,239	\$0	\$100						\$4,750						\$19,694
Best Environmental - Source Test																\$4,750
Subtotal Subcontractors	\$4,355	\$15,239	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$24,444
Administration @ 10% ODC (\$):	\$436	\$1,524	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%)		\$2,444
Total Subcontractors	\$4,791	\$16,763	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$26,888
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360			\$162		\$90	\$100	Tool Truck SCS Vehicle		\$9,568
Total Cost per Task (\$):	\$14,505	\$35,479	\$7,086	\$1,250	\$28,500	\$34,780	\$3,132	\$0	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$154,923
Optional Payment/Performance Bond																With Optional Bonding (1.25%):
																\$156,879

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task i: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (ACC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, l, p, and s are not listed because either they are completed by County personnel or have an undefined scope.



DEPARTMENT OF ENVIRONMENTAL RESOURCES
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**AMENDED AND RESTATED PROJECT AUTHORIZATION
Project Number 13-001AR-SMG**

for

Monitoring, Sampling, Testing and Reporting at Fink Road Landfill

RECITALS

WHEREAS, as of December 4, 2012, (the "Effective Date") the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant"), have entered into a certain Agreement relating to the provision of monitoring, sampling and reporting, services (the "Original Master Agreement"); and

WHEREAS, the Original Master Agreement for Professional Design Services number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, the County has a need, on an "as needed basis", for Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 1, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of monitoring, sampling and reporting, services (the "Original Project Authorization"); and

WHEREAS, both parties desire to amend and restate the Original Project Authorization number 13-001-SMG to be consistent with the Amended and Restated Master Agreement; and

WHEREAS, maintenance, emergency services, repairs and non-routine services included in the Original Project Authorization number 13-001-SMG Section F, Item 1.5.3 shall be issued under a separate amended and restated Project Authorization; and

NOW, THERFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant, under this Amended and Restated Project Authorization and in Attachment A – Detailed Price Schedule, hereby attached and made a part hereof this Agreement, shall be subject to the terms and conditions set forth in the Amended and Restated Master Agreement for Professional Design Services number A101112AR 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 ("Consultant"), on March 31, 2014

B. Scope of Work

Consultant shall provide all of the labor, materials, equipment, supplies and supervision to perform monitoring, sampling, testing and reporting services at the County's Fink Road Landfill as described below. Prevailing wage work (i.e., maintenance, repairs, emergency service, non-routine service, implementation of remedial action, implementation of corrective action, calibration, inspections, drilling, use of augers, adjustments, surveying, flagging, construction oversight, etc.) as identified in the Amended and Restated Master Agreement Section 1 and Section 2, Item 2.3 et seq., shall be performed

under a separate project authorization. Work as described in Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement shall not be performed under this Agreement.

Task a: Leachate Monitoring

1. Consultant shall monitor the Leachate System quarterly at seven leachate collection and removal system (LCRS) locations at the Fink Road Landfill, including the leachate sumps for LF 2 (Cells 1 through 4) and LF-3 (Cell 1 & 2 Lift and Cell 3 Primary). LF-3 Cell 3 Secondary is also monitored as part of the leachate monitoring system, although this is a lysimeter beneath the LCRS. In spring 2013 the system was expanded to include the sump for LF-2 Cell 5 and waste deposition and monitoring began in that cell.
2. Consultant shall perform quarterly LCRS sampling requirements as part of each quarterly monitoring event. Consultant shall analyze the samples collected for field parameters and transfer to the laboratory, via courier, for analysis of the monitoring parameters given in Table III of the Monitoring and Reporting Program (MRP) Order Number R5-2002-0144.
3. Consultant shall complete Volatile Organic Compounds (VOC) analysis as part of the semi-annual laboratory analyses, in the first and third quarters.
4. Consultant shall complete Constituents of Concern (COC) analysis every five (5) years, with the next five (5) year COC event to be completed in late 2015.
5. In addition to the quarterly monitoring of leachate completed by Consultant, weekly and monthly measurements and field analyses are also required. County personnel shall complete the weekly and monthly measurement and field analyses and the County shall provide the data to Consultant for inclusion into the quarterly monitoring reports.

Task b: Groundwater Monitoring

1. Consultant shall complete groundwater monitoring quarterly. The sampling is accomplished using a portable Grundfos Redi-flo 2 pump system. This system was adopted for sampling in 2006 after Consultant completed a sampling approach study. This study showed that the previously used Waterra system created erroneously high turbidity in the wells, and that the submersible pump system was successful in reducing the turbidity levels in the samples. In addition, it was shown that a low-flow approach to purging produced lower turbidity samples, compared to a higher-flow (triple purge) approach.
2. Consultant shall sample a total of 16 wells, provided sufficient fluids exist in the wells. If wells are added or deleted from the monitoring network, Consultant shall adjust the monitoring program accordingly. These are wells MW-9, MW-12 through MW-14, and MW-16 through MW-26. Well MW-23P is a perched zone well that was installed during the RWQCB-mandated groundwater study completed in 2009. A small amount of water was observed during drilling, but this well has never produced sufficient water for sampling. Although this well has not been functional and could be proposed for destruction, it is recommended that it be maintained as part of the monitoring program at least through the next period of higher seasonal rainfall. This will help demonstrate whether or not a perched water zone does exist during or following wet seasons.
3. Consultant shall coordinate the groundwater sampling, with County personnel, and Consultant shall notify the RWQCB prior to the event.
 - a. Consultant shall collect water level measurements in all wells prior to sampling. As each well is sampled, field measurements are completed and samples are then transferred to the laboratory, via courier, and analyzed for the monitoring parameters given in Table I of the MRP.
 - b. VOCs are analyzed semi-annually in the first and third quarters.
4. Consultant shall complete the monitoring events using several unique approaches.

a. The Consultant's Field Services vehicles are equipped with power inverters so the sampling pump is driven via the vehicle power, not a generator. This helps reduce the potential for false positive results due to handling of generator fuels, or sample exposure to generator emissions during sampling.

b. Data collection during field activities is recorded on customized PDAs instead of handwritten forms. This provides efficiencies in that data go from collection to final electronic form without having to be recopied or entered from handwritten data.

Task c: Surface Water Monitoring

1. Surface water monitoring is related to storm water run-on and run-off from the site. Typically, there is no run-on to the site as any storm water is channeled around the facility. Previously there were three (3) surface water discharge monitoring points, as defined in the MRP. However, monitoring point S-3 has been eliminated as a discharge point due to landfill modifications. Discharge from the site is very rare because, for most wet seasons, all non-contact storm water is retained onsite and not discharged off-site.

2. Surface water sampling is completed by County personnel when storm events produce discharge from the site.

3. Consultant shall provide sample bottles to the County personnel at the beginning of the wet season. The sample bottles the Consultant provides the County personnel shall include the necessary bottles for analyses to meet both the MRP requirements, and the requirements of the Industrial Storm Water Permit (NPDES).

4. Consultant shall provide sampling instructions and coordination, as necessary, for County staff.

5. County personnel shall collect the required field measurements and samples to be analyzed by the laboratory, as defined in MRP Table IV, plus additional analyses to meet the analysis requirements of the NPDES permit. County shall transfer samples to the laboratory via courier. Although the MRP requires quarterly analysis of monitoring parameters, and semi-annual analysis of VOCs, discharge happens so infrequently that all samples should be analyzed for VOCs. Constituents of Concern (COC) are required by the MRP every five (5) years. This was last accomplished in 2008, so the next surface water samples collected at the site by the County should include COCs.

6. Data collected by County personnel shall be forwarded to Consultant for inclusion in the quarterly monitoring reports.

Task d: Vadose Zone Monitoring

1. Vadose zone monitoring is required for lysimeters at the landfill, in accordance with Table II of the MRP. There are 31 lysimeters listed for monitoring, but several are considered non-functional. Of the functional lysimeters, only two (2) have recently produced trace quantities of fluids (2Q2012). County personnel shall complete the required monthly monitoring, as defined in the MRP. The County shall provide this information to Consultant for inclusion in the quarterly monitoring reports.

2. Consultant shall coordinate the quarterly lysimeter monitoring with County landfill staff. County staff shall pull a vacuum on the lysimeters 7-10 days before the monitoring event. Consultant shall collect samples during the monitoring event. As stated above, only two (2) lysimeters have recently produced small traces of water. The quantities were too small to complete any analyses, either for field parameters or laboratory monitoring parameters. If any of the lysimeters produce fluids in the future, a hierarchy has been established in the Consultant's Sampling and Analysis Plan for which sample fractions shall be collected, in which sequence. This will permit analysis of the most important parameters - VOCs, monitoring parameters, and field parameters - should there be sufficient samples for only partial analysis. Constituents of Concern are required every five (5) years, but it is unlikely that any of the lysimeters will ever produce sufficient fluids for these analyses.

Task e: Surface Impoundment Monitoring

1. County's personnel staff shall monitor surface impoundments on a monthly basis in accordance with Table III of the MRP. This includes leachate flow into the impoundments and the field parameters electrical conductivity and pH. The County shall provide this information to Consultant for inclusion in the quarterly monitoring reports.

Task f: Soil Gas Monitoring

2. Soil gas (LFG) monitoring is not specifically required by the current Waste Discharge Requirements (WDRs)/MRP, but is required under Title 27 CCR. County shall complete soil gas monitoring monthly at 14 multi-zone monitoring probes, for a total of 39 individual monitoring points. The monthly monitoring is completed using a GEM field instrument to collect readings for methane, carbon dioxide, oxygen, and probe pressure. County shall forward this data to Consultant for inclusion in the quarterly monitoring reports. Although inclusion of the LFG monitoring data is not required in the monitoring reports under the current WDRs/MRP, it has been included for several years for completeness, and because RWQCB has been moving toward increased involvement in LFG monitoring at many sites. It is suspected that when the WDRs/MRP are next updated for the Fink Road Landfill, there will be LFG monitoring and reporting requirements included.

3. County staff shall enter monthly LFG probe monitoring data into tables, and forward the tables to Consultant for reporting.

Task g: Resampling

1. Consultant shall take all possible precautions to minimize the likelihood that resampling will be required. For instance, Consultant shall use vehicle power inverters to drive the groundwater sampling pump, instead of a generator. Consultant shall also practice strict equipment decontamination procedures to document that sample cross-contamination is not an issue.

2. Resampling is most likely to be required when a VOC is detected in a monitoring well that has not previously been detected. The regulatory trigger for this is typically one (1) new VOC above the Practical Quantitation Limit (PQL), or two (2) or more VOCs above the Method Detection Limit, but below the PQL (trace concentrations).

3. As part of the Consultants's quality assurance/quality control program (QA/QC), a duplicate groundwater sample is collected by Consultant for the monitoring well that has previously had VOCs detected. This essentially provides a confirmation sampling at the time of the monitoring event, minimizing the chance that a resampling will be required.

4. Consultant shall determine from the laboratory results if resampling is required. Consultant shall report the situation to County, and coordinate with the County as to when the resampling shall occur. Resampling events shall be completed in duplicate, as required by Title 27 CCR and the WDRs/MRP.

Task h: Monitoring Reports

1. Consultant shall complete quarterly and annual monitoring reports for the Fink Road Landfill. Consultant shall complete the reports in the new RWQCB format and include a RWQCB report checklist in each report. Consultant shall produce the laboratory data reports on CD-ROM in each report copy, and provide one (1) hardcopy of the lab reports to RWQCB along with the report submittal.

2. Consultant shall prepare the monitoring reports and include the monitoring data collected by Consultant, laboratory analysis data, and information provided by the County. Since the Fink Road Landfill is an active facility, the reports include waste acceptance and disposal data provided by the County.

3. The County shall submit the data in the week following the end of the monitoring period (quarter) to the Consultant and the Consultant shall incorporate the data and deliver a draft report to the County for review and comment. This shall be accomplished by using Consultant's Central Desktop workspace (or similar system) for Fink Road Landfill Compliance Tracking. This system allows large reports to be easily uploaded by Consultant, and downloaded by the County.

4. Consultant shall prepare a draft transmittal letter for County letterhead and signature, and once signed by the County, deliver the reports directly to RWQCB offices. A copy of the transmittal letter is time/date stamped by RWQCB, and retained by Consultant, to demonstrate on time delivery of the reports.

Task i: NPDES Storm Water Pollution Prevention Plan Report

1. The required annual report for the Industrial Storm Water Permit is due July 1 each year. This report includes the discharge monitoring data for the prior year. County shall prepare and submit this report.

2. Should the State Department of Water Resources require the County to have all annual report submittals submitted electronically via the State's SMART system, the County shall have the option to request the Consultant to either provide training and assistance to County personnel on how to electronically submit the Annual Report, or provide the report submittal on behalf of the County. The cost for this is included in the price schedule of this Project Authorization.

3. County personnel shall complete the annual report required under the Industrial Storm Water Permit (due June 30 each year). Consultant shall assist the County with this report, as necessary, including assistance with electronic submittal of the report via the State's SWARM system.

4. Consultant is prepared to provide support to County personnel, but since this has previously been done by County personnel, and the need for, and scope, has not yet been determined. The County has budgeted \$11,880 for this Task should the County request the Consultant to provide support.

Task j: Surface Emissions Monitoring (SEM) and Reporting

1. Quarterly AB32 SEM requirement for the Fink Road Landfill became effective on July 1, 2011. Since monitoring performed in the third and fourth quarters 2011, and the first and second quarters 2012, indicated no exceedances, the monitoring frequency has been decreased to annual. If any exceedances are detected by Consultant during the annual monitoring and cannot be remediated or repaired by Consultant within 10 calendar days, Consultant shall return to quarterly monitoring of the landfill. Remediation or repair work shall be in accordance with Section 1 and Section 2, Item 2.3 et seq., and authorized under a separate Project Authorization. In addition, any exceedances detected by Consultant during any regulatory agency compliance inspections shall result in Consultant returning to quarterly monitoring of the landfill.

2. Consultant understands that four (4) quarterly instantaneous and integrated SEM's have been completed for the Fink Road Landfill Area LF-1 in accordance with the LMR with no exceedances. Therefore, based on this information SEM frequency for Area LF-1 has been decreased to annual testing effective January 1, 2013. The next testing shall be performed by the Consultant no later than May 2013.

3. Consultant understands that Area LF-2 shall be required to begin quarterly SEM and reporting on a 25-foot pathway in accordance with the LMR and upon authorization of the expansion plan by the Air Resources Board.

4. Consultant shall perform Quarterly or Annual Integrated and Instantaneous Surface Emissions Monitoring, including the following tasks:

a. Quarterly or Annual integrated SEM shall be performed by Consultant in accordance with AB 32 requirements.

b. Consultant shall perform integrated monitoring over the landfill surface area in the required 50,000 square foot grid patterns.

c. Monitoring shall be performed a minimum of 72 hours after the last rainfall and shall be performed when the average wind speed is less than five (5) miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by CARB).

d. A portable wind station with recording capabilities shall be set up prior to monitoring to verify meteorological conditions are maintained. Integrated monitoring shall be performed concurrently with the instantaneous monitoring and shall be performed on paths of approximately 25 or 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern as required.

e. Monitoring shall be performed with the detector inlet held within 3 inches above the ground surface.

f. Grid locations exceeding 25 parts per million by volume (ppmv) observed during integrated testing shall be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the County.

g. Any locations exceeding 200 ppmv shall be recorded. In addition, any locations exceeding the 500 ppmv limit shall be recorded and stake-marked. Consultant shall then use Global Position Systems (GPS) to locate/ record and document these locations into an AutoCAD drawing for landfill surface or GCCS repairs.

h. During these activities, the landfill cover/surface shall be visually inspected for integrity, breaches, or erosion.

5. Consultant shall perform Follow-up Exceedance Monitoring as follows:

a. Instantaneous and Integrated Monitoring within 10 calendar days from an initial instantaneous 500 ppmv or integrated grid 25 ppmv exceedance.

b. Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly or annual monitoring procedures.

c. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

d. If the re-monitoring results indicate a second exceedance within 10 calendar days, Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow-up monitoring is required.

e. If the re-monitoring results indicate a third exceedance the County must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days from the third exceedance. The work for a new or replacement extraction well is considered a Public Project under the State of California Public Contracting Section 22002 (c). In accordance with Section 1.5 of the Amended and Restated Master Agreement, Public Project work is not authorized to be performed under this Agreement.

f. A separate Project Authorization shall authorize the Consultant to mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with the previously described quarterly and annual monitoring procedures. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

6. Reporting:

a. Consultant shall provide to the County a detailed written report summarizing the results of either quarterly or annual SEM activities within 30 days of the surface emissions testing event.

Task k: Leak Monitoring at Blower Flare Station

1. Pressurized Pipe and Component Leak Monitoring:

a. Consultant shall perform quarterly leak monitoring in accordance with AB32 regulatory requirements.

b. Consultant shall perform landfill gas pressurized pipe and component leak monitoring at the flare station. Monitoring shall be performed with the detector inlet held one half of an

inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv shall be recorded, tagged and submitted to the County.

c. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement.

2. Follow-up Exceedance Monitoring:

a. Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, Consultant shall mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with the previously described quarterly monitoring procedures to verify leak repairs were successful.

3. Reporting:

a. Consultant shall provide the County a detailed written report summarizing the results of monitoring activities within 30 days of the pressurized pipe and component leak testing event.

4. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement. This includes the following tasks:

4.1 If exceedences of the requirements are observed by the Consultant, the area that is leaking is identified and corrective action is performed by Consultant to repair the area of concern. Consultant shall immediately notify the County and provide the County with a written proposal detailing the scope of work needed to perform corrective action. The proposal shall include costs for prevailing wage work. The work proposed shall be in accordance with Section 1 and Section 2, Item 2.3 et seq., of the Amended and Restated Master Agreement and authorization to perform the work shall be under a separate Project Authorization issued for Maintenance/Non-routine work.

Task I: Non-methane Organic Compound (NMOC) Testing

1. Tier 2 Testing:

a. Per the October 2010 Tier 2 NMOC report prepared and submitted to the SJVAPCD by Consultant, Fink Road has satisfied its NMOC reporting requirement through 2012. As such, Tier 2 testing and NMOC reporting must be completed during 2013. Based on past results, it is expected that the 2013 testing will indicate the site is below 50 megagrams (MG) of NMOC emissions for the next five (5) years. If that is the case, the 2013 NMOC report will be a five-year report, as allowed under NSPS, and the site will remain in compliance until 2018, when the next round of Tier 2 testing and NMOC reporting shall be required.

b. Consultant shall perform the next round of Tier 2 field sampling in accordance with applicable NSPS requirements if requested by the County within the term of this Agreement. Because Fink Road has a gas collection system in place, the NSPS allows for sampling from the collection system header. Consultant shall conduct the sampling similarly to the Tier 2 sampling performed in 2010, which consisted of sampling from the LFG headers in those areas of the landfill where a gas collection system is in place, and sampling from the leachate collection system in areas not covered by a gas collection system. The LFG samples shall be collected from each sampling location and shipped to a laboratory for chemical analysis.

c. Consultant shall perform the following specific tasks:

- i. Review available site plans and identify the most feasible sampling locations.
- ii. Collect a maximum of three (3) samples from the main header of the LFG system supplying the flare (includes LF-1 and areas of LF-2 with leachate wells connected to gas system).
- iii. Collect a maximum of three (3) samples from leachate wells in any portion of LF-2 not currently connected to the main header of the LF-2 gas system.

- iv. Collect all LFG samples in accordance with EPA Method 25C. Prior to taking samples, field instrumentation shall be used to measure LFG pressures and concentrations of component gases to ensure a good quality sample is collected.
- v. Analyze a maximum of six (6) samples per EPA Method 25C and 3C using an EPA-approved analytical laboratory. As required by the EPA, the samples shall be analyzed in duplicate.
- vi. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement.

2. NMOC Reporting:

- a. Consultant shall calculate the NMOC emissions rate using the average NMOC concentration at the site as determined by Tier 2 testing. Consultant shall prepare and provide a draft NMOC Emission Rate Report to the County for review and comment. The reports shall include:
 - i. Summary of emission estimates.
 - ii. Summary of field sampling procedures.
 - iii. Map showing field sampling locations.
 - iv. Summary table of NMOC laboratory results expressed as hexane.
 - v. Appended laboratory analytical and quality control data.
 - vi. Emissions modeling output data.
- b. Consultant shall incorporate County comments into a final report and submit the report to the SJVAPCD and EPA on behalf of the County.

Task m: EPA and LMR Greenhouse Gas Annual Reports

1. EPA GHG Annual Report:

- a. The EPA requires landfill site owners to monitor and report GHG emissions under 40 CFR Part 98, Subpart HH. Consultant shall prepare reports of calendar year 2012, 2013, and 2014 GHG data.
- b. MSW landfills subject to the rule must report the following information, which is due by March 31 of each year. Consultant shall prepare and include the following information in the reports:
 - i. Landfill Operations (Open/closed/Year)
 - ii. Waste Disposal Calculations
 - iii. Waste Composition (If Available)
 - iv. Modeling Parameters Used
 - v. Methane Data
 - vi. Landfill Area, Cover Types by Area, and Oxidation Fractions Used
 - vii. LFG Modeling Results
 - viii. Emissions from Stationary Combustion Units.
- c. Furthermore, if the MSW landfill facility has a GCCS, the Consultant shall include the following information in the reports:
 - i. Flow of collected LFG
 - ii. Methane content of LFG
 - iii. Temperature and pressure data for LFG
 - iv. Description of control device(s) both on- and off-site
 - v. Control device operating hours
 - vi. Description of GCCS, landfill areas and waste depths
 - vii. Computed methane volume captured
 - viii. Computed methane generated (corrected for oxidation using EPA model)
 - ix. Computed methane generated (corrected for oxidation using LFG recovery flow and collection efficiency)
 - x. Methane Emissions, Method 1 (Modeling)

- xi. Methane Emissions, Method 2 (Gas Captured and Estimated Collection Efficiency)
- d. Consultant shall conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report. This shall involve communication between Consultant and County staff to resolve any issues including any missing data.
- e. Consultant shall input the data into a spreadsheet to facilitate our review of the data, and to ensure it is complete and suitable for the required online, electronic submittal to EPA.
- f. Upon completion of review of data, Consultant shall provide a draft of the reporting tool (spreadsheet) for County review.
- g. The reporting tool shall be finalized by Consultant per County comments and uploaded by Consultant to the EPA's EGRRT website, as required, prior to the March 31, 2013, deadline, and any subsequent deadline during the contract period.

2. LMR Annual Report:

- a. Reporting requirements are found in §95470 of the LMR. Annual Reports prepared by the Consultant must include the following information:
 - i. General site information
 - ii. Total volume of LFG collected (reported in standard cubic feet (scf))
 - iii. Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume)
 - iv. Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device
 - v. Date GCCS installed
 - vi. Percent methane destruction efficiency
 - vii. Volume and composition of gas shipped off-site
 - viii. Type and amount of supplemental fuels burned with the LFG
 - ix. Recent topographic map, and
 - x. All required monitoring data.
- b. Consultant shall begin work on this task immediately upon receiving authorization to proceed by contacting appropriate operations personnel to confirm the site is complying with LMR monitoring and recordkeeping requirements.
- c. Consultant shall commence report preparation in January 2013, as completed 2012 data become available.
- d. Consultant shall complete the draft report in February 2013.
- e. Upon receipt of comments from the County, Consultant shall make the final revision incorporating County comment and submit the report prior to the March 15, 2013, reporting due date.
- f. These steps shall be repeated each year of the contract period.
- g. Note that Consultant, on behalf of the County, submitted a GCCS Design Plan Addendum for expansion of the existing GCCS to fully comply with the LMR in all areas of the Landfill containing waste. This Addendum, dated June 15, 2010, included various alternative compliance options to provide more flexibility in complying with the Rule. This Addendum, including alternatives shall be incorporated into the annual report.
- h. California Air Resources Board has indicated to Consultant that a landfill operator may implement requested alternatives unless and until notified by CARB that the alternatives are either approved or denied.
- i. Implementation of the LMR has been delegated by CARB to the local air district (San Joaquin Valley APCD or District). The District incorporated the LMR requirements into the Site's permit with the issuance of a revised permit in August 2013, including alternatives as noted in part (g) above. These reports are due annually on March 15.

Task n: Source Testing and Methane Destruction Efficiency Testing

- 1. LFG flare source tests are to be conducted in accordance with the San Joaquin Valley APCD Permit Number N-3969 and the LMR for methane destruction efficiency as required under AB32. Consultant shall complete the required annual methane destruction testing. Although notification is not required for LMR methane destruction testing, the San Joaquin Valley APCD shall be sent a source test compliance plan as a courtesy.

2. Consultant shall submit a report to the County summarizing the findings and destruction testing results within 60 days of completion of the flare source test and submitted to CARB as part of the annual LMR report by March of each following calendar year.

3. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC) and Title V Permit Renewal Application

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.

1. Task 1 - Semi-Annual Reports of Required Monitoring

a. Consultant shall submit the Semi-Annual Reports of Required Monitoring no later than June 30 and December 31 of each year for reporting periods December through May, and June through November, respectively. As such, this Agreement covers the June and December reports each year of the contract period.

b. Consultant 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 providing compliance questions to the County for the County to complete and return to the Consultant for review.

c. The reports the Consultant shall prepare on behalf of the County shall consist of a completed San Joaquin Valley Air Pollution Control District (SJVAPCD) TVFORM-007 which shall be certified by the County's designated Responsible Official, as specified by District rules.

d. Consultant shall provide a draft of the report to the County to review prior to submittal to the SJVAPCD.

e. Consultant shall incorporate in the final report the County's comments, and submit to the SJVAPCD and the EPA.

2. Task 2- Annual Compliance Certification

a. The Annual Compliance Certification report is required to be submitted no later than June 30 of each year for reporting period June through May.

b. Consultant shall confirm the landfill's compliance with each condition of the site's Title V permit. Confirmation shall consist of Consultant's review of monitoring data provided by the County and/or Consultant providing a compliance questionnaire to the County to fill out and return to the Consultant for the Consultant's review. 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.

c. The Consultant shall complete the SJVAPCD TVFORM-006 for the Annual Compliance which shall be certified by the County's designated Responsible Official, as specified by District rules.

d. Consultant shall prepare the reports on behalf of the County for submittal to the SJVAPCD.

e. Consultant shall provide the County a draft of the report to review prior to Consultant's submittal to the SJVAPCD.

f. The Consultant shall incorporate the County's comments in the final report and submit to the SJVAPCD and the EPA.

3. Title V Permit

The Title V Permit for the site expires on July 31, 2016. The renewal application, which the Consultant may be asked to assist the County with, will be due to the San Joaquin Valley APCD within 6-18 months of this date (as early as 1/31/15 but no later than 1/31/16).

4. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement.

Task p: Landfill Gas Extraction System Performance Monitoring

1. The current WDRs/MRP do not include a specific requirement for LFG performance monitoring. This is generally accomplished by evaluation of impacts to groundwater over time. Time-series trend graphs are provided in the Annual Monitoring Report to demonstrate that the landfill corrective action system (i.e., LFG extraction) is working to control impacts to groundwater. If the WDRs/MRP are modified within the term of the contract (likely), and additional performance monitoring is required, Consultant shall provide such services and associated reporting of results in either the quarterly or annual reports for an additional cost under a separate Project Authorization.

2. Inspections, calibration, remediation, repair work etc., associated with this task shall be performed under a separate Project Authorization, in accordance with Section 1 and Section 2.3 et seq., of the Amended and Restated Master Agreement.

Task q: Health and Safety Plan

1. Consultant shall maintain an up-to-date site specific Health and Safety Plan.

Task r: Regulatory Meetings

1. For any agency meetings, Consultant shall provide support to the County in the form of reports, data, maps and figures, presentation materials, and other needed information.

2. Consultant shall coordinate with the County as to the approach to be used during the meetings, and provide meeting summaries following the meetings. Under no circumstance shall the Consultant meet with the regulatory agencies without the knowledge and involvement of County.

C. Project Authorization Period

Services shall commence on or about January 1, 2013, and continue until December 31, 2015, or until all work on Amended and Restated Project Authorization is completed, unless sooner terminated.

D. Consultant's Task Assumptions

The following are task specific assumptions used by Consultant to prepare the cost estimates in Section F – Compensation of this Amended and Restated Project Authorization.

Task a: Leachate Monitoring – Completed quarterly as part of the quarterly monitoring event, in accordance with current WDR/MRP requirements.

Task b: Groundwater Monitoring – Completed quarterly as part of the quarterly monitoring event, for up to 16 monitoring wells, using current sampling procedures, and in accordance with the current WDR/MRP requirements. Also includes standard QA/QC sampling and analysis in accordance with the Draft Sampling and Analysis Plan (2012).

Task c: Surface Water Monitoring – Surface water (storm water) monitoring is completed by County personnel. Consultant shall assist the County with ordering bottles for storm water monitoring events at no additional charge. Therefore, no costs are presented for this task.

Task d: Vadose Zone Monitoring – Completed quarterly as part of the quarterly monitoring event. Assumes that the County will pull the initial vacuum on the lysimeters prior to each monitoring event. Also assumes that lysimeters will not yield sufficient fluids for laboratory analysis (historically the case).

Task e: Surface Impoundment Monitoring – Surface impoundment monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task f: Soil Gas Monitoring – Soil gas monitoring is completed by County personnel. Therefore, no costs are presented for this task.

Task g: Resampling - Assumes 1 resampling event per year for duplicate VOCs only.

Task h: Monitoring Reports – Assumes three quarterly reports and one quarterly/annual report each year. However, for calendar year 2012, the 4th Quarter and Annual Report shall be completed by Consultant in January 2013, under existing contracts. Therefore, 2013 costs are for three quarterly reports (annual report costs are in January of the following year). Report costs include incorporating County supplied data.

Task i: NPDES Storm Water Pollution Prevention Plan Report – Consultant is prepared to provide support to County personnel, but since this work has previously been done by County personnel, and the need for this service, and scope has not yet been determined, the County will complete the annual report. The County has budgeted \$11,880 for this Task should the County request the Consultant to provide support.

Task j: Surface Emissions Monitoring (SEM) – Assumes annual SEM testing for LF-1, but quarterly SEM testing for LF-2.

Task k: Leak Monitoring at the Blower Flare Station – Assumes quarterly BFS monitoring with no exceedences that require follow-up exceedence monitoring.

Task l: Non-Methane Organic Compound (NMOC) Testing – Assumes that the required Tier 2 testing will be completed and reported in 2013. Gas samples will be taken from the gas system and analyzed under normal turn-around by the air lab. It is also assumed that the 2013 test will be below the 50MG NMOC limit and will therefore be a five-year report. Therefore, after 2013, no further NMOC testing should be required until 2018.

Task m: EPA and LMR Greenhouse Gas Annual Reports – Assumes one report annually for each of these two regulatory programs, and one set of responses to the agencies, if needed.

Task n: Source Testing and Methane Destruction Efficiency Testing – Assumes one testing to be completed annually.

Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC) – Assumes a total of three (3) reports per year.

Task p: Landfill Gas Extraction System Performance Monitoring – The current WDR/MRP does not address analysis of the effectiveness of LFG System Performance Monitoring and the RFP does not establish a specific scope of work. It is assumed that this activity shall be part of the quarterly/annual reporting in which time-series graphs are used to show concentrations over time. Therefore, no costs are presented for this task because it shall be accomplished under Task “h” Monitoring Reports.

Task q: Health and Safety Plan - Assumes one (1) annual update of the existing HSP for only those activities included in this scope of work.

Task r: Regulatory Meetings - Assumes two (2) meetings per year – one (1) in the Sacramento area, and one (1) in Modesto or at the site.

E. Work Condition Assumptions

1. Consultant shall not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.

2. Consultant takes no legal responsibility for any of the potential hazards associated with the LFG condensate.

3. County shall provide unrestricted site access and workspace for Consultant's personnel, equipment, and materials to enable completion of work.

4. The work shall be performed in OSHA Level D Protection.

5. At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to Consultant, nor shall any provision of an ensuing Agreement be interpreted to permit Consultant to assume the status of a "generator," "transporter," or "treatment, storage, or disposal facility" under state or federal law.

6. County shall provide Consultant, prior to start of work, available information regarding manufacturer's operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements.

7. The costs for Scope of Work Items "j" and "n" assume that each surface or flare emissions testing event can be completed in one(1) mobilization. Additional costs may be required if meteorological conditions or other factors outside of Consultant's control requires more than one (1) mobilization.

8. If conditions are observed by Consultant which contributes to excessive LFG emissions at the landfill surface, pressurized piping and component leak monitoring at the BFS, or from the flare exhaust, Consultant shall prepare a written proposal to the County of the cost to perform the repairs. Work for these repairs shall not be authorized to be performed under this Amended and Restated Project Authorization. If the repair work is in accordance with Section 1 of the Amended and Restated Master Agreement and does not exceed the limits set forth in Section 1.5 of the Amended and Restated Master Agreement, a separate Project Authorization, shall be issued by the County to authorize the Consultant to perform the repair work.

9. Scope of Work Item "n" (source test) assumes Consultant excludes any modifications or repairs to the flare or LFG system in the event exhaust emissions exceed regulatory permit thresholds. Modifications or repairs shall not be authorized to be performed under this Amended and Restated Project Authorization. Consultant shall prepare a written proposal to the County of the cost to perform modification or repairs. If the repair work is in accordance with Section 1 of the Amended and Restated Master Agreement and does not exceed the limits set forth in Section 1.5 of the Amended and Restated Master Agreement, a separate Project Authorization, shall be issued by the County to authorize the Consultant to perform the repair work.

F. Compensation

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

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated 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 Amended and Restated Master Agreement Exhibits C and C1 – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibits C and C1 – Fee Schedule.

1.2 A Summary breakdown of the Project fees is in Attachment A.

1.3 A detailed breakdown of Reimbursable Expenses is included in Attachment A.

- 1.4 **PROJECT TOTAL: Four-Hundred Fifty-Six Thousand Eight-Hundred and Eighty Dollars (\$456,880.00).**
- 1.5 Project total consists of the following:
 - 1.5.1 \$445,000 for the 3 year basic contract services
 - 1.5.2 \$11,880 for NPDES work

*Note: Invoices submitted for cost under the above categories shall be in accordance with this Amended and Restated Project Authorization and Amended and Restated Master Agreement Exhibits C and C1.

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant 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 Consultant'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 Consultant 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. Consultant 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 Consultant 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: Gerry Garcia
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

I. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

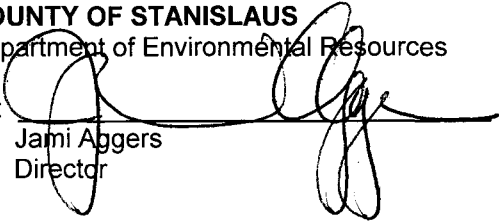
I. Counterparts

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.

(Signature on the next page)


IN WITNESS WHEREOF, the parties have executed this Amended and Restated Project Authorization number 13-001AR-SMG on March 31, 2014.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

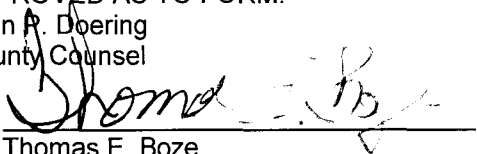
"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Pat S. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:
John R. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

ATTACHMENT A

COUNTY OF STANISLAUS FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2013 - DECEMBER 31, 2013

SCS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	RFP Section 1.23 Green Pumps															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r			
ENGINEERING							1	1		2				4	\$260	\$1,040
Principal														0	\$225	\$0
Project Director														44	\$215	\$9,460
Senior Technical Mgr.		6			24						2		12	4	\$175	\$700
Certified Industrial Hygienist								2	6		6		4	14	\$150	\$2,100
Senior Project Professional														248	\$130	\$32,240
Project Professional		18		2	110			12	48		45	10	15	12	\$110	\$1,320
Staff Professional														0	\$100	\$0
Senior Engineering Technician														0	\$90	\$0
Project Administrator														12	\$90	\$1,080
Drafter					12									28	\$75	\$2,100
Administrative/Secretarial					24			1	1		2					
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4	2			2			39	\$190	\$7,410
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4	2		1		5		52	\$130	\$6,760
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32					8		8				192	\$87	\$16,704
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4	2		2		1		30	\$73	\$2,190
Secretarial														0	\$60	\$0
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	14	55	24	27	TOTAL LABOR:		\$107,624
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$600	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										\$2,200
Expendable Sampling Supplies	\$50	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80					\$596
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,001
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,001
Subcontractors																
Laboratory Costs - Air								\$2,000								\$2,000
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100												\$8,872
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$2,000	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$13,622
Administration @ 10% ODC (\$):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$200	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%)		\$1,662
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$2,200	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$17,134
SCS Vehicle Fee	\$1,224	\$1,564	\$720	\$72		\$5,256	\$360	\$180		\$162		\$90	\$100	Tool Truck, SCS Vehicle:		\$9,746
Total Cost per Task (\$):	\$11,782	\$25,037	\$7,066	\$1,250	\$22,340	\$34,780	\$3,132	\$5,658	\$7,500	\$6,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$141,467
Optional Payment/Performance Bond														With Optional Bonding (1.25%):		\$143,236

Notes: See Section 1 for Task Assumptions

Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task c: Vadose Zone Monitoring
 Task d: Resampling
 Task e: Monitoring Reports
 Task f: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task i: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)
 Task p: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, i, p, and r are not listed because either they are completed by County personnel or have an undefined scope.

ATTACHMENT A

COUNTY OF STANISLAUS FINN ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2014 - DECEMBER 31, 2014

SCS PERSONNEL	LABOR HOUR PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$						
	APP Section 1.2.1 Scope Items																					
	TASK a	TASK b	TASK c	TASK d	TASK e	TASK f	TASK g	TASK h	TASK i	TASK j	TASK k	TASK l	TASK m				TASK n	TASK o	TASK p	TASK q	TASK r	
ENGINEERING																						
Principal												1		2					3	\$260	\$780	
Project Director																			0	\$225	\$0	
Senior Technical Mgr.		8			24											2	12		46	\$215	\$9,890	
Certified Industrial Hygienist												6		6		4			4	\$175	\$700	
Senior Project Professional												6		6					12	\$150	\$1,800	
Project Professional		24		2	140						48			45	10	15			284	\$130	\$36,920	
Staff Professional																			0	\$110	\$0	
Senior Engineering Technician																			0	\$100	\$0	
Project Administrator																			0	\$90	\$0	
Drafter					16														16	\$90	\$1,440	
Administrative/Secretarial					32						1			2					35	\$75	\$2,625	
FIELD SERVICES																						
Regional Manager	2	2	2				4						1						11	\$230	\$2,530	
Project Manager	4	4	4	1			16	4					2			2			37	\$190	\$7,030	
Senior Project Professional																			0	\$175	\$0	
Senior Superintendent																			0	\$140	\$0	
Project Professional	4	8	8	4			16	4					1			5			50	\$130	\$6,500	
Project Coordinator																			0	\$100	\$0	
Senior Technician	64	80	32										8						184	\$87	\$16,008	
Technician								276	16										292	\$75	\$21,900	
Project Administrator	4	4	4	1			8	4					2			1			28	\$73	\$2,044	
Secretarial																			0	\$60	\$0	
Total Personnel (Hours):	78	130	50	8	212	320	28	0	56	14	55	24	27	TOTAL LABOR:				\$110,167				
OTHER DIRECT COSTS (ODC)														Amount, \$								
Reimbursables																						
Water Level Indicator	\$100	\$300	\$100	\$25																	\$525	
Submersible Pump Controller	\$240	\$800	\$240																		\$1,280	
Horiba Water Quality Meter	\$240	\$600	\$240																		\$1,080	
Power Generator/Inverter		\$600																			\$600	
GEM and Other Instruments							\$2,200														\$2,200	
Expendable Sampling Supplies	\$80	\$200	\$200																		\$480	
Miscellaneous ODCs	\$150	\$150	\$150						\$0	\$25			\$80								\$555	
Safety Equipment	\$80	\$80	\$80																		\$240	
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$0	\$25	\$0	\$80	\$0	\$0	\$0	\$0	\$0	\$0	Subtotal Reimbursables	\$6,860		
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables	\$0		
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$0	\$25	\$0	\$80	\$0	\$0	\$0	\$0	\$0	\$0	Total Reimbursables	\$6,860		
Subcontractors																						
Laboratory Costs - Air																						\$0
Laboratory Costs - Water	\$1,880	\$6,892	\$0	\$100									\$4,750								\$8,872	
Best Environmental - Source Test																						\$4,750
Subtotal Subcontractors	\$1,880	\$6,892	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	\$0	\$0	Total Subcontractors	\$12,022		
Administration @ 10% ODC (S):	\$188	\$689	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	\$0	\$0	Admin. Subs (10%):	\$1,202		
Total Subcontractors	\$2,068	\$7,581	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	\$0	\$0	Total Subcontractors	\$14,984		
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360						\$162		\$90	\$100			Tool Truck/SCS Vehicle:	\$9,506		
Total Cost per Task (\$):	\$11,782	\$26,247	\$7,086	\$1,250	\$27,200	\$34,780	\$3,132	\$0	\$7,500	\$8,969	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:				\$141,679				
Optional Payment/Performance Bond														With Optional Bonding (1.25%):			\$142,430					

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task i: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RQM) and Annual Compliance Certification (ACC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, l, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

ATTACHMENT A

COUNTY OF STANISLAUS PINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES

JANUARY 1, 2015 - DECEMBER 31, 2015

SCS PERSONNEL	LABOR HOURS PER TASK													LABOR TOTALS	Rate, \$/hr	Amount, \$
	RFP Section 1.2.1 Scope Items															
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r			
ENGINEERING									1		2			3	\$260	\$780
Principal														0	\$225	\$0
Project Director					24						2	12		48	\$215	\$9,890
Senior Technical Mgr.		8										4		4	\$175	\$700
Certified Industrial Hygienist									6		6			12	\$150	\$1,800
Senior Project Professional				2	150				48		45	10	15	294	\$130	\$38,220
Project Professional		24												0	\$110	\$0
Staff Professional														0	\$100	\$0
Senior Engineering Technician														0	\$90	\$0
Project Administrator														16	\$90	\$1,440
Draftor					16									35	\$75	\$2,625
Administrative/Secretarial					32			1			2					
FIELD SERVICES																
Regional Manager	2	2	2			4				1				11	\$230	\$2,530
Project Manager	4	4	4	1		16	4			2		2		37	\$190	\$7,030
Senior Project Professional														0	\$175	\$0
Senior Superintendent														0	\$140	\$0
Project Professional	4	8	8	4		16	4			1		5		50	\$130	\$6,500
Project Coordinator														0	\$100	\$0
Senior Technician	64	80	32							8				184	\$87	\$16,008
Technician						276	16							292	\$75	\$21,900
Project Administrator	4	4	4	1		8	4			2		1		28	\$73	\$2,044
Secretarial														0	\$80	\$0
Total Personnel (Hours):	78	130	50	8	222	320	28	0	56	14	55	24	27	TOTAL LABOR:		\$111,467
OTHER DIRECT COSTS (ODC)																Amount, \$
Reimbursables																
Water Level Indicator	\$100	\$300	\$100	\$25												\$525
Submersible Pump Controller	\$240	\$800	\$240													\$1,280
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,080
Power Generator/Inverter		\$600														\$600
GEM and Other Instruments						\$2,200										
Expendable Sampling Supplies	\$80	\$200	\$200													\$480
Miscellaneous ODCs	\$150	\$200	\$150					\$25		\$80						\$605
Safety Equipment	\$80	\$80	\$80													\$240
Subtotal Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Subtotal Reimbursables		\$7,610
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Markup Reimbursables		\$0
Total Reimbursables	\$890	\$2,780	\$1,010	\$25	\$0	\$2,200	\$0	\$0	\$25	\$0	\$80	\$0	\$0	Total Reimbursables		\$7,610
Subcontractors																
Laboratory Costs - Air																\$0
Laboratory Costs - Water	\$4,355	\$15,239	\$0	\$100												\$19,694
Best Environmental - Source Test										\$4,750						\$4,750
Subtotal Subcontractors	\$4,355	\$15,239	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$4,750	\$0	\$0	\$0	Total Subcontractors		\$24,444
Administration @ 10% ODC (5):	\$438	\$1,524	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$475	\$0	\$0	\$0	Admin. Subs (10%)		\$2,444
Total Subcontractors	\$4,791	\$16,763	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$5,225	\$0	\$0	\$0	Total Subcontractors		\$26,888
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360			\$182		\$90	\$100	Tool Truck SCS Vehicle:		\$9,668
Total Cost per Task (\$):	\$14,505	\$35,479	\$7,006	\$1,250	\$28,500	\$34,780	\$3,132	\$0	\$7,500	\$6,069	\$7,500	\$3,623	\$4,630	ANNUAL TOTAL:		\$164,953
Optional Payment/Performance Bond																With Optional Bonding (1.25%):
																\$166,870

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)
 Task k: Leak Monitoring at the Blower Flare Station

Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (ACC)
 Task q: Health and Safety Plan
 Task r: Regulatory Meetings
 Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.



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

**AMENDED AND RESTATED PROJECT AUTHORIZATION
Project Number 13-002AR-SMG**

for

Emergency Services, Repairs and Non-Routine Services at Fink Road Landfill

RECITALS

WHEREAS, as of December 4, 2012, (the "Effective Date") the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc., d/b/a SCS Engineers ("Consultant") have entered into a certain Agreement relating to the provision of monitoring, sampling and reporting, services (the "Original Master Agreement"); and

WHEREAS, the Original Master Agreement for Professional Design Services number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, the County has a need, on an "as needed basis", for Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 1, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of monitoring, sampling, reporting, emergency and non-routine services (the "Original Project Authorization"); and

WHEREAS, monitoring, sampling and reporting, services included in the Original Project Authorization number 13-001-SMG, are amended and restated under Project Authorization number 13-001AR-SMG; and

WHEREAS, of the Ninety Thousand Dollars (\$90,000) not to exceed expenditure amount identified in Section F, Item 1.5.3 of the Original Project Authorization Number 13-001-SMG, and restated in Section E, Item 1.2.1 of the Amended and Restated Project Authorization, an estimated \$6,096 of the Ninety Thousand Dollars has been spent as of the date of this Amended and Restated Project Authorization; and

WHEREAS, both parties desire to Amend and Restate the Original Project Authorization number 13-001-SMG to be consistent with the Amended and Restated Master Agreement; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Amended and Restated Project Authorization shall be subject to the terms and conditions set forth in the Amended and Restated Master Agreement For Professional Design Services number A101112AR 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 ("Consultant"), on March 31, 2014

B. Definitions

1. Maintenance: For the purpose of this Agreement maintenance is defined as:

1.1 Title 8, Section 16000, Chapter 8, Subchapter 3, Article 1 of the California Code of Regulations charged by the Department of Industrial Relations, defines maintenance to include: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired; (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance is defined as "public works" subject to prevailing wage.

1.2 Routine Maintenance: For the purpose of this Agreement routine maintenance includes:

1.2.1. Routine, reoccurring and usual work such as cleaning, maintaining proper pressure, keeping the burner and manual air dampers properly adjusted, keeping flare drained, changing oil, replacing small filters, etc., which is performed for the preservation, protection and keeping of the facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

1.3 Non-Routine Scheduled Maintenance: For the purpose of this Agreement non-routine scheduled maintenance, which shall not exceed \$45,000.00, consists of corrective repairs or maintenance work identified during the routine operations, maintenance and monitoring inspections and site visits. The work shall consist of, but is not limited to, items such as repair of broken valves, replacement of torn flex hoses and repair of damaged conveyance piping and relocation of header due to landfilling operations. This work is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment and scheduling of personnel. Non-routine scheduled maintenance shall be performed only after receipt of a prior written project authorization from the County. The following list presents examples of activities expected to be non-routine occurrences:

- 1.3.1 Thermocouple replacement;
- 1.3.2 Blower belt replacement;
- 1.3.3 UV scanner replacement;
- 1.3.4 Flare refractory repair or replacement;
- 1.3.5 Flare Coating repair;
- 1.3.6 Air Compressor equipment repairs;
- 1.3.7 Well head replacement;
- 1.3.8 Well valve replacement;
- 1.3.9 Well extension, abandonment and capping;
- 1.3.10 Installation of temporary condensate tanks;
- 1.3.11 Replacement of Flex Hose(s);
- 1.3.12 Well service removal and re-installation;
- 1.3.13 Header removal and re-installation;
- 1.3.14 Knockout vessel demister pad cleaning;
- 1.3.15 Equipment removal, installation and replacement; and
- 1.3.16 Schematic sketches for cost estimating.

1.4 Non-Routine Unscheduled Emergency Services: For the purpose of this Agreement non-routine unscheduled emergency services, which shall not exceed \$45,000.00, is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services which may require immediate response. Consultant shall respond to these conditions, on an as-needed basis. This type of event shall include, but not be limited to the following:

- 1.4.1 Call out by the automatic dialing system;
- 1.4.2 Flare station shut-down events;
- 1.4.3 Surging vacuum; and
- 1.4.4 Repair of landfill gas and condensate system piping breaks or separations causing the emergency shutdown of the LFG.

1.5 Public Project: For the purpose of this Agreement, Public Project as defined in the Public Contracting Code Section 22002 (c) (1), means construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of Article 22033 of the Public Contracting Code requiring work to be competitively bid.

1.5.1 Public Projects Forty-five Thousand dollars (\$45,000) or more are not to be performed under this Agreement and will be let by contract in accordance with the State of California Public Contract Code.

1.6 Prevailing Wage: Prevailing Wage Laws as defined in Section 1720 of the California Labor Code, et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. This shall include work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work.

1.7 Non-Routine Service Calls: For the purpose of this Agreement non-routine service calls, which shall not exceed \$45,000.00 and which is not considered a Public Project as defined in Section 1.5, are as-needed calls placed against this Agreement by the County. The County shall issue a single Project Authorization for non-routine service calls. It is expressly understood that the tasks (service calls) to which the Consultant is asked to respond to, shall be on an "as-needed" basis. As each service call is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

C. Scope of Work

1. Consultant shall provide all of the labor, materials, equipment, supplies and supervision to perform "as needed" maintenance, emergency services, and non-routine services (i.e. repair, modifications, calibrations, adjustments, implementation of remedial action, implementation of corrective action measures/cover maintenance, inspections, cleaning, surveying, flagging, daily field activities requiring prevailing wage, etc.) at the County's Fink Road Landfill. All authorized service performed by the Consultant under this Agreement shall be in accordance with Section 1 and Section 2 Item 2.3 of the Amended and Restated Master Agreement. Work above the limits set forth in Section B, Item 1.5 and 1.5.1 of this Project Authorization or Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement shall not be performed under this Project Authorization. The Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County. The County's project authorization number shall be submitted on the invoice in order for payment to be made. Services authorized to be performed by the Consultant on an as needed basis, under this Agreement are as follows:

1.1 Non-Routine Services Calls

Non-routine service calls are defined above and in Section 1.7 of the Amended and Restated Master Agreement. All work performed under this category shall be in accordance with Sections 1.7, 1.6 and 2.3 of the Amended and Restated Master Agreement. As each service call is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present this to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County.

1.2 Non-Routine Unscheduled Emergency Services

Non-routine unscheduled emergency Services are defined above and in Section 1.4 of the Amended and Restated Master Agreement. All work performed under this category shall be in accordance with Sections 1.4, 1.5, 1.6 and 2.3 of the Amended and Restated Master Agreement. However, in no case shall modification or repair work exceeding the limit set forth in Section B, Item 1.5 and 1.5.1 of this Project Authorization or Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement, be performed under this Agreement.

1.3 Non-Routine Scheduled Maintenance

Should the County request the Consultant to perform non-routine scheduled maintenance as defined in Sections 1.1 and 1.3 of the Amended and Restated Master Agreement; the Consultant shall perform this work in accordance with Section B above, and Sections 1.1, 1.3 and 2.3 of the Amended and Restated Master Agreement. As each service call is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present this to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the

County. However, in no case shall modification or repair work exceeding the limit set forth in Section B, Item 1.5 and 1.5.1 of this Project Authorization or Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement, be performed under this Agreement.

1.4 Excessive LFG Emission Repairs

If conditions are observed by Consultant which contributes to excessive LFG emissions at the landfill surface, pressurized piping and component leak monitoring at the BFS, or from the flare exhaust, a separate price for repairs shall be provided. As each repair is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present this to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County. However, in no case shall modification or repair work exceeding the limit set forth in Section B, Item 1.5 and 1.5.1 of this Project Authorization or Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement, be performed under this Agreement.

1.5 Source Test Repairs or Modifications

Modifications or repairs to the flare or LFG system in the event exhaust emissions exceed regulatory permit thresholds. As each repair, remediation or modification is identified, the Consultant shall prepare a detailed scope of work to be accomplished, list of deliverables, schedule for completion, and a not-to-exceed detailed cost proposal for its completion and present this to the County for review and written approval prior to commencement of the proposed work. These services may be paid on a time and materials basis or lump sum basis as mutually agreed by the County. However, in no case shall modification or repair work exceeding the limit set forth in Section B, Item 1.5 and 1.5.1 of this Project Authorization or Section 1, Item 1.5 and 1.5.1 of the Amended and Restated Master Agreement, be performed under this Agreement.

D. Project Authorization Period

Services shall commence on or about January 1, 2013, and continue until December 31, 2015, or until all work on Amended and Restated Project Authorization is completed, unless sooner terminated.

E. Prevailing Wage

1. Prevailing Wage: By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Senate Bill 1999 amended Section 1720 of the California Labor Code in part to provide that: "For purposes of this paragraph "construction" includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". Maintenance includes: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired. (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance as defined in the California Code of Regulations, Title 8, and Section 16000, Article 1 is subject to payment of prevailing wage pursuant to Labor Code section 1720.

1.1. Pursuant to Labor Code Section 1771, the work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Consultant shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, are set forth by the Director of the Department of Industrial Relations and shall be part of the Agreement.

1.2. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State of California Industrial Relations Department Division of Labor, website www.dir.ca.gov; Statistic & Research (415/972-8620) or the Department of Transportation (916/445-3520).

1.3. If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws in the California Labor Code Section 1720, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to

execute the Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officer, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The provisions of Sections 1720, 1770, 1771, 1773, 1774, 1775, 1776, 1777, 1778, 1813 and 1815 of the Labor Code shall be complied with.

1.4. Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Consultant and any sub-consultant shall forfeit to County, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any Consultant sub-consultants, in violation of the provisions of this Agreement.

1.5. Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:

1.5.1. Consultant and each sub-consultant performing any portion of the work under this Agreement shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with the work.

1.5.2. Said payroll records shall be certified and shall be available for inspection at the principal office of Consultant on the basis set forth in Labor Code Section 1776.

1.5.3. Consultant shall file a certified copy of said payroll records with County within 10 days after receipt of a written request therefore from County.

1.5.4. Consultant shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address of said payroll records.

1.5.5. It shall be the responsibility of Consultant to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.

1.5.6. In the event of noncompliance with the requirements of this Clause of the requirements of Labor Code Section 1776, Consultant shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Consultant must comply. Should noncompliance exist after said 10 day period, Consultant shall, as a penalty to County, forfeit \$25 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Consultant acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due to Consultant for completed task orders.

E. Compensation

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

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit C, 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 Amended and Restated Master Agreement, Exhibit C – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit C – Fee Schedule.

1.2 The not to exceed total for this Project Authorization consists of the following:

1.2.1 \$90,000 for emergency/non-routine (\$30K/year for 3 years)

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Amended and Restated Project Authorization and the Amended and Restated Master Agreement Exhibit C.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.

2. Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

3. Maintenance and Submission of Certified Payroll Records. The Consultant and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. During the progress of the prevailing wage work, until Final Payment is due, the Consultant and its Subcontractors shall maintain and submit Certified Payroll Records no less frequently than a semi-monthly basis. No later than the 5:00 P.M. on the fourth business day following the close of each semi-monthly accounting period, the Consultant shall submit Certified Payroll Records for the Consultant and its Subcontractors for all persons providing or performing any Work in the immediately preceding accounting period. The original copies of Certified Payroll Records shall be submitted by the Consultant to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Consultant's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Consultant to the Contract Administrator shall be transmitted to the County's Department of Environmental Resources Landfill. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Consultant under the Contract Documents is the Consultant's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Consultant's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Consultant and the Consultant's entitlement to receipt of any Progress Payment.

4. The County shall pay the Consultant 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: Gerry Garcia
3800 Cornucopia Way, Suite C
Modesto, California 95358

G. Representatives

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

H. 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.)

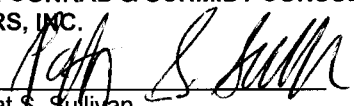
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Project Authorization number.
13-002AR-SMG on March 31, 2014.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

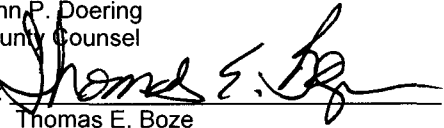
**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

By: 
Pat S. Sullivan
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



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

**AMENDED AND RESTATED PROJECT AUTHORIZATION
Project Number 13-003AR-SMG**

for

Preparation of New Water Quality Protection Standard Report at Fink Road Landfill

RECITALS

WHEREAS, as of December 4, 2012, (the "Effective Date") the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc., d/b/a SCS Engineers ("Consultant") have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the original *Master Agreement for Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, the County has a need, on an "as needed basis", for Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of March 21, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the preparation of a New Water Quality Protection Standard Report (the "Original Project Authorization"); and

WHEREAS, of the Twenty-Four Thousand Dollars (\$24,000) not to exceed expenditure amount identified in the Original Project Authorization 13-003, Twenty-Two Thousand Eight Hundred and Thirty-Nine dollars (\$22,838.53) of the Twenty-Four Thousand Dollars has been spent as of the date of this amended and restated Agreement.

WHEREAS, both parties desire to Amend and Restate the Original Project Authorization number 13-003-SMG to be consistent with the Amended and Restated Master Agreement; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Amended and Restated Project Authorization shall be subject to the terms and conditions set forth in the *Amended and Restated Master Agreement for Professional Design Services* number A101112AR 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 ("Consultant"), on March 31, 2014

B. Background

In 2007, Consultant prepared a Water Quality Protection Standard (WQPS) Report for the Fink Road Landfill that proposed a new intrawell statistical approach for the site. This was done to address natural variability of background concentrations for inorganics in groundwater. The previous approach of interwell statistics, using well MW-12 concentrations as representative of background conditions, resulted in many

exceedences of the established concentration limits. The Regional Water Quality Control Board (RWQCB) commented on the 2007 WQPS Report, and a revised report was submitted to RWQCB in July 2008. However, this statistical approach was never formally approved by RWQCB.

Since that time, additional characterization of groundwater conditions has been completed in the southern area of the site, and new monitoring wells were installed both south of the site, and to the east of the site as replacements for wells MW-10 and MW-11. These changes to the monitoring system require an update to the WQPS Report. Additionally, it is assumed that revised Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP) will soon be required by RWQCB, since the existing WDR/MRP will become five(5) years old during 2013.

Because of the unique water quality conditions at the site, the new monitoring points, and the need to get to new and acceptable concentration limits, a new WQPS Report needs to be completed.

C. Scope of Work

Consultant shall provide all of the labor, materials, and supervision to perform preparation of a new WQPS Report for the County's Fink Road Landfill as described below:

Task 1 – Preparation of Data and Meeting with RWQCB

1.1 The County shall meet with the RWQCB prior to embarking on a new statistical approach for calculating concentration limits. This meeting is to review the groundwater conditions with the RWQCB and discuss possible statistical solutions to which they may be amenable. Prior to meeting with the RWQCB, Consultant shall compile historic groundwater data, review background conditions and variability, and prepare meeting handouts and/or a Power Point presentation that show these conditions.

1.2 Consultant shall attend a meeting with the RWQCB, assumed to be held in their Rancho Cordova offices, and shall present the historic water quality data, challenges in calculating concentration limits with varying natural background concentrations, and possible statistical approaches.

Task 2 – Preparation of WQPS Report

2.1 Based on the results of the meeting with the RWQCB, Consultant shall complete statistical analyses to determine new concentration limits and prepare a new WQPS Report for the site. The report shall contain the regulatory requirements to include a description of the monitoring systems; listing of constituents of concern; proposed concentration/control limits; listing of points of compliance; and a discussion of the compliance period.

2.2 Consultant shall provide the County a draft version of the WQPS Report for review and comment. After incorporating comments as appropriate, Consultant shall produce two (2) copies of the final report for the County, plus one (1) copy of the final report for submittal to RWQCB.

D. Schedule

	<u>Completion</u>
Task 1 – Preparation of Data and Meeting with RWQCB	4/30/13
Task 2 – Preparation of WQPS Report	6/30/13

E. Project Authorization Period

Services shall commence on or about March 18, 2013, and end July 31, 2013, or when the project is completed.

F. Compensation

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

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth below and in the Amended and Restated Master Agreement number A101112AR, 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 Amended and Restated Master Agreement Exhibits C - Fee Schedule and C1 – Environmental Monitoring, Testing, Sampling and Reporting Services cost estimate spreadsheets for calendar years 2013, 2014, and 2015. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibits C and C-1 of the Amended and Restated Master Agreement.

	<u>Fee</u>
Task 1 – Preparation of Data and Meeting with RWQCB	\$ 8,240
Task 2 – Preparation of WQPS Report	\$15,760
TOTAL	\$24,000

*Note: Invoices submitted for cost under the following categories shall be in accordance with this Amended and Restated Project Authorization and the Amended and Restated Master Agreement Exhibits C and C1.

2. Project Price Detail

	Principal	Senior Technical Manager	Project Professional	Draft Person	Admin Secretarial	ODC	Total
	\$260.00	\$215.00	\$130.00	\$90.00	\$75.00		
Task 1	2	18	24	8		\$10.00	\$8,240
Task 2	2	20	74	8	8		\$15,760
TOTAL							\$24,000

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. Consultant 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 Consultant 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: Gerry Garcia
 P.O. Box 86
 Crows Landing, CA 95313

H. Representatives

The County's representative is Gerry Garcia, (209) 837- 4816. The Consultant's representative is, Wayne

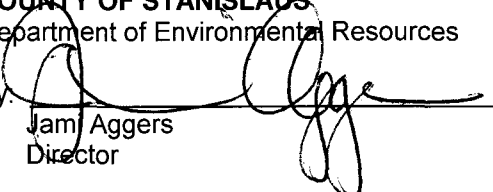
Pearce, Project Manager, (916) 361-1297.

I. 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.

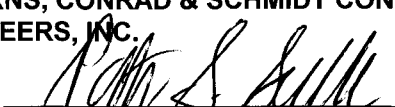
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Project Authorization No. 13-003AR-SMG on March 31, 2014.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jam Aggers
Director

"County"

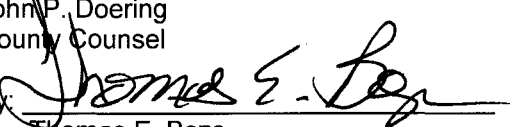
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Pat S. Sullivan
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



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

AMENDED AND RESTATED PROJECT AUTHORIZATION

For

Preparation of Work Plan for Replacement of Monitoring Well MW-9 and MW-16

(Fink Road Landfill)

Project Number 14-001AR-SMG

WHEREAS, as of December 4, 2012, (the "Effective Date") the County and Consultant have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014 and

WHEREAS, the County has a need, on an "as needed basis", for Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 9, 2014, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the preparation of a Work Plan for Replacement of Monitoring Well MW-9 (the "Original Project Authorization"); and

WHEREAS, on March 31, 2014 the Project Authorization was amended to add Monitoring Well MW-16 to the Work Plan; and

WHEREAS, both parties desire to Amend and Restate the Original Project Authorization number 14-001-SMG and Amendment 1 to be consistent with the Amended and Restated Master Agreement; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1 shall be subject to the terms and conditions set forth in the *Amended and Restated Master Agreement for Professional Design Services* number A101112AR 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 ("Consultant"), on March 31, 2014

B. Background

Monitoring well MW-9 has been dry for several years and it is recommended that it be replaced with a deeper monitoring well to provide ongoing groundwater monitoring in the area downgradient of landfill unit LF-1. This assumes that existing monitoring well MW-9 will not be abandoned at this time, but will be retained as a water level monitoring point in case water levels recover to the point the well becomes usable again.

In December 2013, the County received a letter from the Regional Water Quality Control Board (RWQCB), dated December 19, 2013, which requested that the Groundwater Monitoring Well Installation Work Plan be submitted for MW-9 by February 15, 2014.

The water level in monitoring well MW-16 has been steadily declining over the years. On January 22, 2014, Consultant reported to the County that well MW-16 would not pump. The water level measurement was estimated at 197 feet MSL. The bottom of the well screen was estimated to be at 194.69. Consultant attempted sampling with a bailer to confirm how much water was in well MW-16 and it returned half full the first time. The well went dry after the third bail. This confirms that there was only approximately 1 foot of water in the bottom of the well. Consultant was able to obtain enough water for a sample to include the data for 1Q14.

Consultant recommends County replace MW-16 at the same time as MW-9 because there will be cost savings by replacing both concurrently. Some of the cost saving benefits of including MW-16 at the same time as MW-9 in the Work Plan, are one (1) work plan instead of two (2), one (1) driller Request for Bid (RFB) instead of two (2), and one (1) well installation report instead of two; and

This Project Authorization is for the first phase of the well replacement project. A subsequent, separate Project Authorization shall be issued by the County for Phase 2 of the well replacement project which shall include the remaining tasks (i.e., Assisting the County with preparations for well installation; oversight of well drilling, construction and development; and completion of a Monitoring Well Installation Report).

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment, supplies and supervision to prepare a Monitoring Well Installation Work Plan; including the preparation of Plans, Specifications and Engineer's Estimate (PS&E) and Materials List; for the replacement of the County's Fink Road Landfill monitoring well MW-9 and MW-16 as described below:

Task 1 – Preparation of a Monitoring Well Installation Work Plan

1.1 A replacement well location has already been selected by the County for MW9. The County shall mark the field of the new MW-9 well location, and provide Consultant with a map showing the proposed location. County staff along with County's contracted Geologist shall determine and select a replacement well location for the MW-16. The objective is to place the new well as close to the existing MW-16 as possible, while ensuring the new well does not interfere with current or imminent construction projects. Once a location is selected, Consultant shall mark the proposed well site and record an approximate GPS location.

1.2 Consultant shall prepare a Monitoring Well Installation Work Plan for MW-9 and MW-16 County's submittal to Regional Water Quality Control Board (RWQCB). The Work Plan shall include the components required by RWQCB, including general information, proposed drilling details, monitoring well design, well development plans, well survey plans, and the proposed schedule for the project. The Consultant shall develop the schedule with input from the County.

1.3 Consultant shall assist the County in responding to RWQCB comments on the Work Plan, if any.

1.4 As part of this Task, Consultant shall also prepare Plans, Specifications and Engineer's Stamped Drawings with sufficient detail to allow the County to obtain bids to retain a drilling contractor under a separate contract for the monitoring well replacement, which will include well construction/installation, development and drilling services. The Plans and Specifications shall include a Materials List and Engineer's Estimate (PS&E). Consultant shall provide the County one (1) hard copy and an electronic PDF copy of the Engineer's Stamped Drawings and PS&E, including the Materials List.

1.5 Prevailing Wage: Prevailing Wage Laws as defined in Section 1720 of the California Labor Code, et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), require the payment of prevailing wage rates and the performance of other

requirements on certain "public work" and "maintenance" projects. This shall include work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work.

D. Schedule

Assuming authorization to proceed is provided by the County no later than January 15, 2014, the estimated schedule for completion of tasks shall be:

	<u>Completion</u>
Task 1 – Monitoring Well Installation Work Plan to RWQCB	2/12/14
Responding to RWQCB Comments	(as necessary)
Engineer Stamped Plans and Specifications to County	2/12/14

E. Project Authorization Period

Services shall commence on January 13, 2014, or upon the signing of the Agreement (whichever is first), and end April 15, 2014, or when the project is completed.

F. Compensation

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

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement number A101112AR and the rates 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 Amended and Restated Master Agreement Exhibit C – Fee Schedule and the attached Exhibit 1 – Project Authorization Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Amended and Restated Master Agreement Exhibit C – Fee Schedule.

- 1.2 A Summary breakdown of the Project fees is attached.
- 1.3 A detailed breakdown of Reimbursable Expenses is included in the attached.
- 1.4 **PROJECT TOTAL: Five-Thousand Seven-Hundred and Five Dollars (\$5,705).**
- 1.5 Project total not to exceed amount consists of the following:
 - 1.5.1 \$5,605.00 Labor
 - 1.5.2 \$ 100.00 Reimbursables

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice shall include but not be limited to the following information: Hours worked by Consultant'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 Consultant in connection with the services. All invoices and reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. Consultant 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 Consultant 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: Gerry Garcia (A101112AR, PA 14-001AR-SMG)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

I. Professional Services

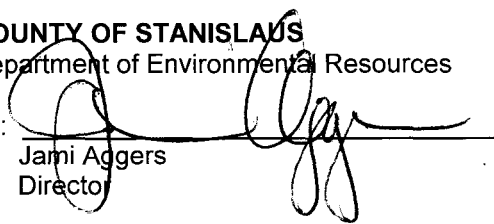
All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

J. Counterparts

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

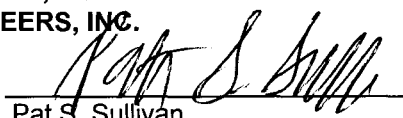
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Project Authorization Number 14-001AR-SMG on March 31, 2014.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Pat S. Sullivan
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

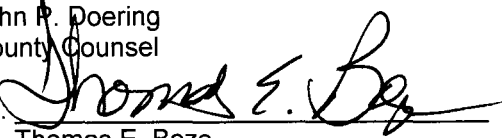
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE

Project Fee

Consultant's billable rates are based on Amended and Restated Master Agreement number A101112AR Exhibit C – Fee Schedule and Amended and Restated Project Authorization number 14-001AR-SMG Exhibit 1 – Project Authorization Fee Schedule and utilization of non-prevailing wage and non-union workers for all aspects of the work.

Detailed Fee Schedule

The below is a detailed fee schedule for the Project.

Task 1				
Title	Hours	Total Labor Hours	Hourly Billable Rate	Total Not to Exceed Amount
Principal	4	4	\$260.00	\$1,040.00
Senior Technical Manager	8	8	\$215.00	\$1,720.00
Project Professional	16	16	\$130.00	\$2,080.00
Drafter	6	6	\$ 90.00	\$ 540.00
Admin/Secretarial	3	3	\$ 75.00	\$ 225.00
Total Personnel (Hours)	37	37	Total Labor	\$5,605.00

* Consultant's billable rates are based on utilization of non-prevailing wage and non-union workers for all aspects of the work.

Other Direct Costs

Description	Task 1	Total Not to Exceed Amount
Tool Vehicle Fee	\$100.00	\$100.00
Total		\$100.00



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

PROJECT AUTHORIZATION

For

**Oversight and Engineering Assistance for Replacement of Monitoring Wells MW-9 and MW-16,
Abandonment of MW-9, and Initial Well Sampling and Analysis
Fink Road Landfill,**

Project Number 14-002AR-SMG

Recitals

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1 shall be subject to the terms and conditions set forth in *Amended and Restated Master Agreement For Professional Design Services* number A101112AR 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 ("Consultant"), on March 31, 2014.

B. Background

Monitoring well MW-9 has been dry for several years and it is recommended that it be replaced with a deeper monitoring well to provide ongoing groundwater monitoring in the area downgradient of landfill unit LF-1. This proposal assumes that existing monitoring well MW-9 will not be abandoned at this time, but shall be retained as a water level monitoring point in case water levels recover to the point the well becomes usable again.

MW-16 was measured to be essentially dry in January 2014. Water levels have been declining in this well for several years. It was decided to include replacement of MW-16 at the same time as replacement of MW-9. As with MW-9, this assumes that existing monitoring well MW-16 will not be abandoned at this time, but shall be retained as a water level monitoring point in case water levels recover to the point the well becomes usable again.

A Well Installation Work Plan, which includes plans for replacement of both wells, was prepared by SCS and submitted to Regional Water Quality Control Board (RWQCB) on February 14, 2014. The Work Plan preparation was completed under Project Authorization 14-001AR-SMG. The RWQCB provided comments on the Work Plan and it was agreed that existing monitoring well MW-9 would be abandoned, but existing monitoring well MW-16 would remain in place.

This Project Authorization is for assisting the County with preparations for well installation; oversight of well drilling, construction and development; oversight of well abandonment; sampling and analysis of the new wells; and completion of a Monitoring Well Installation Report to be submitted to Regional Water Quality Control Board (RWQCB).

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to perform the following scope of work:

Task 1 – Preparation for Well Installation

1.1 Consultant shall assist the County in activities required prior to installation of the new monitoring wells. These activities shall include:

1.1.1 Consultant shall prepare a well drilling permit application and submit the application to the County for approval. Consultant shall work with the County to answer any questions and provide documentation to obtain approvals. County shall waive application fees for the permit(s).

1.1.2 Consultant shall provide assistance to the County in the selection process for a drilling contractor. As necessary, Consultant shall review request for bid documents, review bids submitted, and provide comments to the County regarding contractor selection. The County shall retain the drilling contractor under a separate Agreement.

1.1.3 Consultant shall coordinate with the selected drilling contractor to complete the well drilling permit applications, and coordinate dates for the well drilling, construction and development activities.

1.1.4 Consultant shall arrange the USA notification.

Task 2 – Well Installation and Abandonment Oversight

2.1 Consultant shall provide onsite observation and documentation during well installation activities, and well abandonment activities. These activities shall include:

2.1.1 During well drilling, the Consultant's geologist shall log formation materials encountered to compile a geologic log for each well. Consultant shall work with the driller to determine the static water levels and target zones for well screen placement.

2.1.2 Consultant's geologist shall inspect well materials and observe well construction procedures. Consultant shall document well construction for as-built diagrams. Consultant shall also contact County prior to placement of the cement grout seal, if required.

2.1.3 Consultant's geologist shall observe and document well development procedures. This shall include measurement of water field parameters, such as turbidity, to determine adequate development. The objective of the monitoring well development is to minimize suspended materials in the water and continue development until field parameters are stable.

2.1.4 Once completed, Consultant's geologist or Project Manager shall provide to the County a notice of well acceptance.

2.1.5 County's surveyor or County's Department of Environmental Resources engineer shall complete the surveying for horizontal location and vertical elevation of the new wellhead. Consultant shall coordinate with the County surveyor, as necessary.

2.1.6 Consultant's geologist shall oversee and document the abandonment of existing monitoring well MW-9 in accordance with the procedures described in the Work Plan Addendum dated April 30, 2014.

Task 3 – Initial Well Sampling and Analysis

3.1 Consultant shall complete initial sampling of wells MW-9A and MW-16A after completion of well installation and development. Consultant shall arrange for sample analysis for both new wells, by a State of California certified laboratory, for the constituents of concern listed in the Monitoring and Reporting Program No. R5-2008-0144

Task 4 – Reporting

4.1 Consultant shall complete a Monitoring Well Installation Report following completion of previous tasks. The report shall include descriptions of work completed, geologic and well logs for the new monitoring wells, as-built diagrams for the new wells, and survey data provided by the County.

4.2 Consultant shall provide a draft version of the report to Stanislaus County for review and comment. After incorporating comments as appropriate, Consultant shall produce two copies of the final report for Stanislaus County, plus one copy of the final report for submittal to RWQCB. Consultant shall provide the County with a draft transmittal letter to be placed on County letterhead, and Consultant shall deliver the final report and transmittal letter to RWQCB.

D. Schedule

The estimated schedule given below is based on assumptions as to when the RWQCB approval of the Work Plan shall be provided, when a drilling contractor shall be retained by the County under separate contract, the availability of the drilling contractor after selection, and no delays due to well permit approval, availability of equipment and supplies, or inclement weather.

The estimated schedule for completion of tasks shall be:

	<u>Completion</u>
Approval of Work Plan by RWQCB	5/15/14*
County Retains Drilling Contractor	5/15/14
Task 1 – Preparations for Well Installation	5/23/14*
Task 2 - Well Installation Oversight	6/11/14*
Task 3 – Initial Well Sampling and Analysis	6/30/14*
Task 4 – Reporting	7/30/14

*Delay in receiving RWQCB approval of the Work Plan may result in subsequent completion dates being amended.

E. Project Authorization Period

Services shall commence on May 1, 2014, or upon the signing of the Agreement (whichever is first), and end July 30, 2014, or when the project is completed.

F. Prevailing Wage

1 Prevailing Wage: Prevailing Wage Laws as defined in Section 1720 of the California Labor Code, et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. This shall include work performed during the design and preconstruction phase of construction including, but not limited to, inspection, oversight and land surveying work.

2 Prevailing Wage: By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et seq. as well as California

Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Senate Bill 1999 amended Section 1720 of the California Labor Code in part to provide that: "For purposes of this paragraph "construction" includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". Maintenance includes: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired. (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance as defined in the California Code of Regulations, Title 8, and Section 16000, Article 1 is subject to payment of prevailing wage pursuant to Labor Code section 1720.

2.1 Pursuant to Labor Code Section 1771, the work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Consultant shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, are set forth by the Director of the Department of Industrial Relations and shall be part of this Agreement.

2.2 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State of California Industrial Relations Department Division of Labor, website www.dir.ca.gov; Statistic & Research (415/972-8620) or the Department of Transportation (916/445-3520).

2.3 If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws in the California Labor Code Section 1720, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officer, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The provisions of Sections 1720, 1770, 1771, 1773, 1774, 1775, 1776, 1777, 1778, 1813 and 1815 of the Labor Code shall be complied with.

2.4 Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Consultant and any sub-consultant shall forfeit to County, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any Consultant sub-consultants, in violation of the provisions of this Agreement.

2.5 Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:

2.5.1 Consultant and each sub-consultant performing any portion of the work under this Agreement shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked

each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with the work.

2.5.2. Said payroll records shall be certified and shall be available for inspection at the principal office of Consultant on the basis set forth in Labor Code Section 1776.

2.5.3. Consultant shall file a certified copy of said payroll records with County within 10 days after receipt of a written request from County.

2.5.4. Consultant shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address of said payroll records.

2.5.5. It shall be the responsibility of Consultant to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.

2.5.6. In the event of noncompliance with the requirements of this Clause of the requirements of Labor Code Section 1776, Consultant shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Consultant must comply. Should noncompliance exist after said 10 day period, Consultant shall, as a penalty to County, forfeit \$25 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Consultant acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due to Consultant for completed task orders.

G. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit C, and this Project Authorization Exhibit 1 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 Amended and Restated Master Agreement, Exhibit C – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit C – Fee Schedule and Exhibit 1 of this Project Authorization.

1.2 The not to exceed total for this Project Authorization consists of the following not to Exceed fees:

1.2.1	Task 1 - Preparation for Well Installation	\$ 3,630.00
1.2.2	Task 2 – Installation Oversight	\$17,990.00
1.2.3	Task 3 – Well Sampling/Analysis	\$ 3,446.00
1.2.4	Task 4 – Reporting	\$ 6,794.00
1.2.5	Total Not Exceed Fee	\$31,860.00

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit 1 to this Project Authorization and the Amended and Restated Master Agreement Exhibit C.

H. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
3. Maintenance and Submission of Certified Payroll Records. The Consultant and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. During the progress of the prevailing wage work, until Final Payment is due, the Consultant and its Subcontractors shall maintain and submit Certified Payroll Records no less frequently than a semi-monthly basis. No later than the 5:00 P.M. on the fourth business day following the close of each semi-monthly accounting period, the Consultant shall submit Certified Payroll Records for the Consultant and its Subcontractors for all persons providing or performing any Work in the immediately preceding accounting period. The original copies of Certified Payroll Records shall be submitted by the Consultant to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Consultant's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Consultant to the Contract Administrator shall be transmitted to the County's Department of Environmental Resources Landfill. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Consultant under the Contract Documents is the Consultant's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Consultant's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Consultant and the Consultant's entitlement to receipt of any Progress Payment.
4. The County shall pay the Consultant 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: Gerry Garcia (A101112AR PA 14002AR)
 P.O. Box 86
 Crows Landing, California 95313

I. Representatives

The County's representatives are Greg Carmichael, (209) 525-6740 and Gerry Garcia, (209) 837-4816. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an

original. All counterparts shall be construed together and shall constitute one agreement.

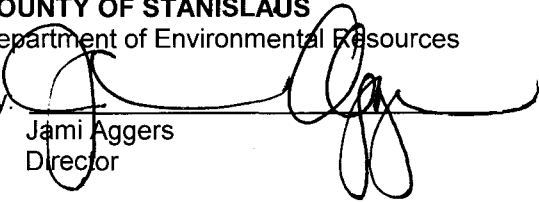
K. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Project No. 14-002AR-SMG on

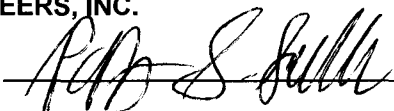
5/16/2014

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John R. Doering
County Counsel

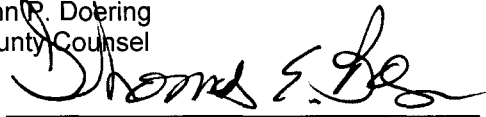
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE

FINK ROAD LANDFILL
 COST ESTIMATE - MW-9 & MW-16 REPLACEMENT OVERSIGHT
 MW-9 ABANDONMENT, INITIAL SAMPLING & ANALYSIS

SCS PERSONNEL	LABOR HOURS PER TASK				LABOR TOTALS	Rate, \$/hr	Amount, \$
	TASK 1: Preparations for Well Installation	TASK 2: Well Installation Oversight	TASK 3: Well Sampling and Analysis	TASK 4: Reporting			
SCS Engineers							
Principal	0	0	0	2	2	\$260	\$520
Senior Technical Mgr.	8	16	2	4	30	\$215	\$6,450
Project Professional	0	0	2	0	2	\$130	\$260
Construction Inspector (PW)	0	56	0	0	56	\$230	\$12,880
Staff Professional	16	0	2	40	58	\$110	\$6,380
Drafter/person	0	0	0	6	6	\$90	\$540
Admin/Secretarial	2	4	0	4	10	\$75	\$750
Sr. Technician	0	0	6	2	8	\$87	\$696
Total Personnel (Hours):	26	76	12	58	TOTAL LABOR:		\$28,476
OTHER DIRECT COSTS (ODC)							Amount, \$
Water Level Indicator	\$0	\$40	\$40	\$0			\$80
Horiba Water Quality Meter	\$0	\$80	\$80	\$0			\$160
Safety Equipment	\$0	\$50	\$0	\$0			\$50
Miscellaneous ODCs	\$0	\$100	\$100	\$0			\$200
Hotel/ Per diem	\$0	\$600	\$0	\$0			\$600
Subtotal ODC (\$):	\$0	\$870	\$220	\$0	Subtotal ODC:		\$1,090
Administration @ 0% ODC (\$):	\$0	\$0	\$0	\$0	Admin. (0% ODC):		\$0
SCS Vehicle Fee	\$0	\$500	\$144	\$0	Tool Truck/SCS Vehicle:		\$644
Laboratory @ 10% Mark Up	\$0	\$0	\$1,650	\$0	Laboratory (w/ 10% Mark Up)		\$1,650
Total Cost per Task (\$):	\$3,630	\$17,990	\$3,446	\$6,794	TOTAL BUDGET:		\$31,860



PROJECT AUTHORIZATION

For

Storm Water Consultant Services, Fink Road Landfill

Project Number 14-004AR

Recitals

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1, attached hereto and made a part of this Agreement, shall be subject to the terms and conditions set forth in *Amended and Restated Master Agreement For Professional Design Services* number A101112AR 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 ("Consultant"), on March 31, 2014.

B. Background

This Project Authorization is for the Consultant to provide the County storm water services for the Fink Road Landfill that will result in an updated site-specific Storm Water Pollution Prevention Plan (SWPPP) that shall comply with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Associated with Industrial Activities (Order NPDES No. CAS000001; hereafter "Industrial General Permit"), which was adopted by the State Water Resources Control Board (SWRCB) on April 1, 2014, and shall become effective on July 1, 2015.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to perform the following scope of work:

TASK 1 – Prepare an Updated Industrial SWPPP

1.1 Consultant shall prepare an updated Industrial SWPPP using the following: information from the existing facility SWPPP, information collected during site reconnaissance and any feedback from County. Consultant shall prepare a draft SWPPP, SWPPP Maps, Monitoring Program, one set of draft documents for County review, two sets of final documents, and an electronic version on CD in pdf format of those documents.

1.2 At a minimum, the Consultant shall include in the SWPPP a facility reconnaissance, a narrative assessment of all areas of industrial activity with potential industrial pollutant sources, an analysis of the potential pollutant sources with descriptions for newly required minimum and advanced Best Management Practices (BMPs), the preparation of a detailed Monitoring Implementation Plan, including customized facility-specific storm water inspection field forms, planned or recommended structural and/or

non-structural BMPs, and preparation of detailed Site maps showing the ultimate receiving water body, storm water flow directions, conveyance systems, and discharge location, and sampling/monitoring point(s). Consultant shall also include in this task preparation of the Notice of Intent (NOI) to be permitted under the Industrial General Permit. The County shall execute the NOI and certify the SWPPP once completed. Consultant shall provide one draft version of the SWPPP to the County for review and comment. Consultant shall assimilate comments and suggested edits into the SWPPP. Should the County request the Consultant to complete any additional drafts other than what is specified in this scope of Work and in Exhibit "1" Fee Schedule, this Project Authorization shall be amended to incorporate the additional work and costs. The finalized SWPPP shall comply with requirements of the Industrial General Permit and be uploaded to the Storm Water Multi-Application Reporting and Tracking System (SMARTS) website, as required by the Industrial General Permit.

1.3 Consultant shall coordinate with County to obtain access to the SMARTS as necessary to upload documents. This task does not include uploading laboratory reports, preparing Numerical Action Limit (NAL) reports, or the upload of these or other documentation to the SMARTS website. Any such request is outside the scope of this or other tasks included in this Project Authorization. Compliance with SMARTS requirements under the Industrial General Permit and preparation of NAL shall be completed under a separate Project Authorization on a Time & Materials basis issued by the County.

1.4 The County shall provide the current topography or site map.

1.5 No field investigation, sampling, and testing shall be required for this Work.

TASK 2 – Provide SWPPP Training

2.1 Consultant shall provide training on the implementation of the SWPPP prepared under Task 1. Consultant shall provide the training specific to the County needs, based on information contained within the Consultant-prepared and County-certified SWPPP outlined in Task 1. Consultant shall provide specific customized training session(s) according to the County’s needs and facility with the responsible County Pollution Prevention Team. The training shall occur at County’s facility. Consultant shall provide any presentation materials needed to complete the training. County shall provide access to appropriate office, conference room, or other suitable location at or near the facility for training. Consultant anticipates no more than one (1) hour of classroom-style training, followed by a no more than one (1) hour question and answer session, and no more than two (2) hours of “boots on the ground” training at the facility. The training session shall be no more than four (4) hours in duration.

TASK 3 – Respond to Agency Comments on Updated SWPPP

3.1 Consultant shall answer questions and respond to agency comments regarding the Updated SWPPP. One set of comments and responses are included in this scope of work.

3.2 Consultant’s work shall be considered complete upon submittal of the document to the regulatory agencies and responses to one set of agency comments.

D. Schedule

The estimated schedule to complete the above scope of work is 12 weeks. In addition, 2 weeks is estimated for County’s review of the SWPPP and one additional week to prepare the final documents considering review comments.

The estimated schedule for completion of tasks shall be as follows:

Task 1 – Prepare an Updated Industrial SWPPP	10 weeks
Task 2 – Perform SWPPP Training	2 weeks
County Review	2 weeks

Task 3 – Respond to Agency Comments	<u>1 week</u>
TOTAL	15 weeks

E. Project Authorization Period

Services shall commence on December 10, 2014, or upon the signing of the Agreement (whichever is first), and end March 3, 2015, or when the project is completed.

F. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit “C”, and this Project Authorization Exhibit “1” 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 both parties in accordance with the Amended and Restated Master Agreement, Exhibit “C” – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit “C” – Fee Schedule and Exhibit “1” of this Project Authorization.

1.2 The not to exceed total for this Project Authorization consists of the following not to Exceed fees:

Task 1 – Prepare Updated Industrial SWPPP	\$ 5,685.00
Task 2 – Provide SWPPP Training	\$ 2,625.00
Task 3 – Respond to Agency Comments	<u>\$ 1,090.00</u>
Total Not Exceed Fee	\$ 9,400.00

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit “1” to this Project Authorization and the Amended and Restated Master Agreement Exhibit “C”.

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.

2. Consultant 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 Consultant’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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County’s travel policy which is incorporated herein by reference. Consultant 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. The County’s project authorization number shall be submitted on the invoice in order for payment to be made.

3. The County shall pay the Consultant 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: Gerry Garcia (A101112AR PA 14-004AR)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

The County's representatives are Gerry Garcia, (209) 837- 4816 and George Angusich (209) 837-4817. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. Counterparts

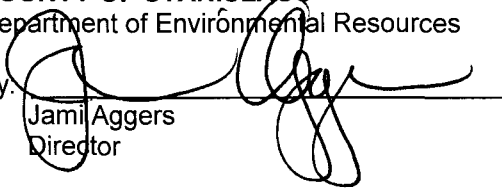
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

J. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

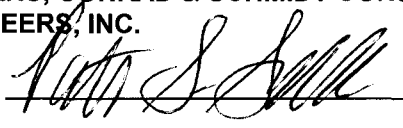
IN WITNESS WHEREOF, the parties have executed this Project No. 14-004AR on January 13, 2015.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

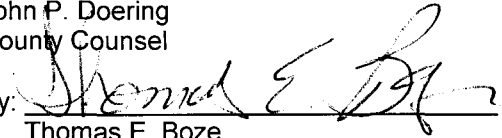
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE
 STORMWATER SERVICES - FINK ROAD LANDFILL, STANISLAUS COUNTY

Title	Task 1	Task 2	Task 3	Total	Rate, \$/hr	Amount, \$
Project Director	8	1	2	11	\$225	\$2,475
Project Manager	0	10	0	10	\$185	\$1,850
Senior Technical Manager	1	0	0	1	\$215	\$215
Staff Professional	32	0	4	36	\$110	\$3,960
Drafter, AutoCAD	0	0	0	0	\$90	\$0
Clerical	2	4	2	8	\$75	\$600
Total Hours:	43	15	8	66		
Total Per Task (\$):	\$5,685	\$2,375	\$1,040		Total:	\$9,100
OTHER DIRECT COSTS (ODC)						Amount, \$
Travel Expense (vehicle)	0	125	0			\$125
Per Diem	0	0	0			\$0
Subcontractors	0	0	0			\$0
Printing/CAD	0	125	50			\$175
Subtotal ODC (\$):	0	250	50		Subtotal ODC:	\$300
Total Cost per Task (\$):	\$5,685	\$2,625	\$1,090		TOTAL BUDGET ALLOCATION:	\$9,400

Task 1 - Prepare Updated Industrial SWPPP
 Task 2 - Provide SWPPP Training
 Task 3 - Respond to Agency Comments



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

**AMENDED AND RESTATED
AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT**

AMENDMENT 2

This Amendment 2 to the Amended and Restated Agreement for Professional Design Services Master Agreement (the "Agreement") is 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, Inc., hereinafter referred to as ("Consultant") on January 13, 2015

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

RECITALS

WHEREAS, as of December 4, 2012, (the "Effective Date") the County and Consultant have entered into a certain Agreement relating to the provision of monitoring, sampling and reporting services (the "Original Agreement"); and

WHEREAS, on March 31, 2014, the County Amended and Restated the Professional Design Services Master Agreement with Consultant to incorporate on an "as needed basis", Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, the Amended and Restated Master Agreement's not to exceed amount was increased to \$616,380 for contract changes; and

WHEREAS, the County has a need to increase the not to exceed amount in Paragraph 3 – Compensation and Billing, Section 3.1 by \$44,150 for contract changes; and

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

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

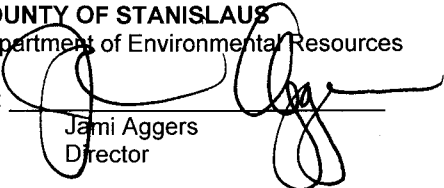
1. Paragraph 3 – Compensation and Billing, Section 3.1 the first paragraph is amended as follows:

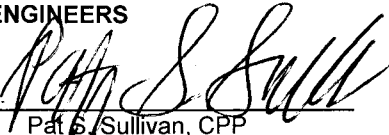
"3. COMPENSATION AND BILLING

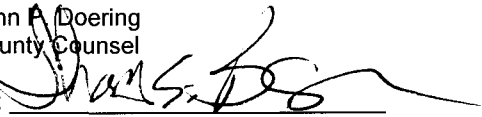
3.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibits "C" and "C-1", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant shall be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed **Six Hundred Sixty Thousand Five Hundred and Thirty Dollars (\$660,530.00)** The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Environmental Resources
By: 
Jami Aggers
Director
"County"

SCS ENGINEERS
By: 
Pat S. Sullivan, CPP
Senior Vice President
"Consultant"

APPROVED AS TO FORM:
John A. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel



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

PROJECT AUTHORIZATION

For

Update to Joint Technical Document, Fink Road Landfill

Project Number 14-003AR

Recitals

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Master Agreement number A101112AR on March 31, 2014; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1, attached hereto and made a part of this Agreement, shall be subject to the terms and conditions set forth in *Amended and Restated Master Agreement For Professional Design Services* number A101112AR 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 Inc., ("Consultant"), on March 31, 2014.

B. Background

The initial Joint Technical Document (JTD) was dated June 2004, and was prepared under California Code of Regulations (CCR) Title 27. The JTD was updated in 2006 and 2009. This Project Authorization is being issued for the Consultant to assist the County with updating the JTD to make it current with 2014 information and costs.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to perform the following scope of work:

Task 1 – Review and Update the Following Items in the JTD

1.1 The following information has been compiled by the County. Consultant shall assist in reviewing this information for accuracy and completeness and incorporating it into an updated JTD.

1.1.1 A Description of the Environmental Monitoring Systems – Consultant shall review the information the County has compiled about the Environmental Monitoring Systems. The existing environmental monitoring systems at the site include leachate, landfill gas (LFG), unsaturated zone, storm water, and groundwater;

1.1.2 Final Grading Plan – Consultant shall review the most current final grading plan. Any changes made in a format by the Consultant shall be suitable for

presentation in the updated JTD. The County does not possess a copy of the original 1994 grading plan in AutoCAD, therefore, the County is unable to provide the Consultant an AutoCAD version of the grading plan. Consultant shall use the original grading plan to create an AutoCAD version of County's 1994 Final Grading Plan (Task 4 of this Agreement) and Consultant shall use the plan as necessary to make any changes;

- 1.1.3 Site Life Projection – Consultant shall confirm the remaining airspace and shall use the projected tonnage to estimate the remaining life of the landfill. This updated projection shall enable the County to compare the annual site estimates to actual tonnages as needed;
- 1.1.4 LFG System Collection System Plan – Consultant shall review the current LFG system plan and incorporate any needed changes into the JTD;
- 1.1.5 Closure Cost Estimate – A closure cost estimate has been recently prepared by Consultant to confirm funds being set aside for closure. Consultant shall review the estimate and advise the County of adequacy;
- 1.1.6 Post-closure Cost Estimate – A Closure Post-closure Adequacy cost estimate has been recently prepared by Consultant to confirm funds being set aside for post-closure. Consultant shall review the estimate and advise the County of adequacy;
- 1.1.7 The County shall provide the current topography and final grading plan;
- 1.1.8 No field investigation, sampling, and testing will be required for this work scope;
- 1.1.9 No significant changes to Plates will be required, however the Plates must be applicable to (current) 2014-2015 data, information and requirements; and
- 1.1.10 The final cover system will be the proposed alternate in the 2004, 2006, and 2009 JTD and updates.

TASK 2 – Assemble JTD Components into Updated Document

2.1 Consultant shall assemble information prepared by the County and make any needed changes to bring things up to 2014. Consultant shall incorporate the updated information into a draft JTD. Consultant shall submit the draft document to the County for review and comment.

2.2 The Consultant shall incorporate the County's comments into the JTD as appropriate and finalize the document for submittal to the regulatory agencies.

TASK 3 – Respond to Agency Comments on Updated JTD

3.1 Consultant shall answer questions and respond to agency comments regarding the updated JTD. One set of comments and responses are included in this Scope of Work.

3.2 Consultant's Work shall be considered complete upon submittal of the updated JTD to the regulatory agencies and submittal of one set of responses to one set of agency comments.

TASK 4 – Prepared 1994 Final Grading Plan in AutoCAD Format

4.1 Consultant shall prepare the 1994 final grading plan for the entire site at the Fink Road Landfill in AutoCAD format. The electronic version of the drawing shall be suitable for use in preparing

grading plans and revisions. The drawing shall be scaled at 1" = 100'.

D. Schedule

The estimated schedule for Consultant to complete the above scope of work is 9 weeks. In addition, 2 weeks is estimated for County's review of the JTD and one additional week for Consultant to prepare the final documents considering review comments.

The estimated schedule for completion of tasks shall be as follows:

Task 1 – Review and Update JTD	4 weeks
Task 2 – Assemble JTD as PDF	4 weeks
County Review	2 weeks
Task 3 – Respond to Agency Comments	1 week
Task 4 – Prepare 1994 Final Grading Plan AutoCad Format	1 week
TOTAL	12 weeks

E. Project Authorization Period

Services shall commence on December 30, 2014, or upon the signing of the Agreement (whichever is first), and end April 1, 2015, or when the project is completed.

F. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit "C", and this Project Authorization Exhibit "1" 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 both parties in accordance with the Amended and Restated Master Agreement, Exhibit "C" – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit "C" – Fee Schedule and Exhibit "1" of this Project Authorization.

1.2 The not to exceed total for this Project Authorization consists of the following not to Exceed fees:

Task 1 – Review and Update JTD Information	\$ 3,805.00
Task 2 – Assemble JTD Components	\$ 6,290.00
Task 3 – Respond to Agency Comments on JTD Update	\$ 1,090.00
Task 4 – Prepare 1994 Final Grading Plan in AutoCad Format	\$ 1,500.00
Total Not Exceed Fee	\$12,685.00

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the Amended and Restated Master Agreement Exhibit "C".

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

3. The County shall pay the Consultant 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: Gerry Garcia (A101112AR PA 14-003AR)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

The County's representatives are Gerry Garcia, (209) 837- 4816 and George Angusich (209) 837-4817. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

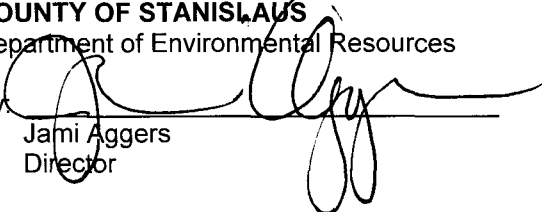
I. Counterparts

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.


J. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Project No. 14-003AR on January 20, 2015.

COUNTY OF STANISLAUS
Department of Environmental Resources
By: 
Jami Aggers
Director

"County"

SCS ENGINEERS, INC.
By: 
Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:
John P. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel

**EXHIBIT 1 - PROJECT AUTHORIZATION FEE SCHEDULE
 REVIEW AND ASSIST WITH UPDATE OF JTD
 FINK ROAD LANDFILL, STANISLAUS COUNTY**

Title	Task 1	Task 2	Task 3	Task 4	Total	Rate, \$/hr	Amount, \$
Project Director	8	6	2	2	18	\$225	4,050
Project Manager	0	0	0	0	0	\$185	0
Senior Technical Manager	1	0	0	0	1	\$215	215
Staff Professional	12	40	4	8	64	\$110	7,040
Drafter, AutoCAD	0	0	0	0	0	\$90	0
Clerical	4	4	2	2	12	\$75	900
Total Personnel (Hours):	25	50	8	12	95		
Total Personnel Per Task (\$):	3,635	6,050	1,040	1,480		Total:	\$12,205
OTHER DIRECT COSTS (ODC)							Amount, \$
Travel Expense (vehicle)	125	125	0	0			250
Per Diem	0	0	0	0			0
Subcontractors	0	0	0	0			0
Printing/CAD	45	115	50	20			230
Subtotal ODC (\$):	170	240	50	20		Subtotal ODC:	\$480
Total Cost per Task (\$):	\$3,805	\$6,290	\$1,090	\$1,500		TOTAL BUDGET ALLOCATION:	\$12,685

Task 1 - Review JTD Update Information
 Task 2 - Assemble JTD Components
 Task 3 - Respond to Agency Comments on JTD Update
 Task 4 - Prepare 1994 Final Grading Plan in AutoCAD Format



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

PROJECT AUTHORIZATION

For

Update to Joint Technical Document, Fink Road Landfill

Project Number 14-003AR

Recitals

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Master Agreement number A101112AR on March 31, 2014; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1, attached hereto and made a part of this Agreement, shall be subject to the terms and conditions set forth in *Amended and Restated Master Agreement For Professional Design Services* number A101112AR 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 Inc., ("Consultant"), on March 31, 2014.

B. Background

The initial Joint Technical Document (JTD) was dated June 2004, and was prepared under California Code of Regulations (CCR) Title 27. The JTD was updated in 2006 and 2009. This Project Authorization is being issued for the Consultant to assist the County with updating the JTD to make it current with 2014 information and costs.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to perform the following scope of work:

Task 1 – Review and Update the Following Items in the JTD

1.1 The following information has been compiled by the County. Consultant shall assist in reviewing this information for accuracy and completeness and incorporating it into an updated JTD.

1.1.1 A Description of the Environmental Monitoring Systems – Consultant shall review the information the County has compiled about the Environmental Monitoring Systems. The existing environmental monitoring systems at the site include leachate, landfill gas (LFG), unsaturated zone, storm water, and groundwater;

1.1.2 Final Grading Plan – Consultant shall review the most current final grading plan. Any changes made in a format by the Consultant shall be suitable for

presentation in the updated JTD. The County does not possess a copy of the original 1994 grading plan in AutoCAD, therefore, the County is unable to provide the Consultant an AutoCAD version of the grading plan. Consultant shall use the original grading plan to create an AutoCAD version of County's 1994 Final Grading Plan (Task 4 of this Agreement) and Consultant shall use the plan as necessary to make any changes;

- 1.1.3 Site Life Projection – Consultant shall confirm the remaining airspace and shall use the projected tonnage to estimate the remaining life of the landfill. This updated projection shall enable the County to compare the annual site estimates to actual tonnages as needed;
- 1.1.4 LFG System Collection System Plan – Consultant shall review the current LFG system plan and incorporate any needed changes into the JTD;
- 1.1.5 Closure Cost Estimate – A closure cost estimate has been recently prepared by Consultant to confirm funds being set aside for closure. Consultant shall review the estimate and advise the County of adequacy;
- 1.1.6 Post-closure Cost Estimate – A Closure Post-closure Adequacy cost estimate has been recently prepared by Consultant to confirm funds being set aside for post-closure. Consultant shall review the estimate and advise the County of adequacy;
- 1.1.7 The County shall provide the current topography and final grading plan;
- 1.1.8 No field investigation, sampling, and testing will be required for this work scope;
- 1.1.9 No significant changes to Plates will be required, however the Plates must be applicable to (current) 2014-2015 data, information and requirements; and
- 1.1.10 The final cover system will be the proposed alternate in the 2004, 2006, and 2009 JTD and updates.

TASK 2 – Assemble JTD Components into Updated Document

2.1 Consultant shall assemble information prepared by the County and make any needed changes to bring things up to 2014. Consultant shall incorporate the updated information into a draft JTD. Consultant shall submit the draft document to the County for review and comment.

2.2 The Consultant shall incorporate the County's comments into the JTD as appropriate and finalize the document for submittal to the regulatory agencies.

TASK 3 – Respond to Agency Comments on Updated JTD

3.1 Consultant shall answer questions and respond to agency comments regarding the updated JTD. One set of comments and responses are included in this Scope of Work.

3.2 Consultant's Work shall be considered complete upon submittal of the updated JTD to the regulatory agencies and submittal of one set of responses to one set of agency comments.

TASK 4 – Prepared 1994 Final Grading Plan in AutoCAD Format

4.1 Consultant shall prepare the 1994 final grading plan for the entire site at the Fink Road Landfill in AutoCAD format. The electronic version of the drawing shall be suitable for use in preparing

grading plans and revisions. The drawing shall be scaled at 1" = 100'.

D. Schedule

The estimated schedule for Consultant to complete the above scope of work is 9 weeks. In addition, 2 weeks is estimated for County's review of the JTD and one additional week for Consultant to prepare the final documents considering review comments.

The estimated schedule for completion of tasks shall be as follows:

Task 1 – Review and Update JTD	4 weeks
Task 2 – Assemble JTD as PDF	4 weeks
County Review	2 weeks
Task 3 – Respond to Agency Comments	1 week
Task 4 – Prepare 1994 Final Grading Plan AutoCad Format	1 week
TOTAL	12 weeks

E. Project Authorization Period

Services shall commence on December 30, 2014, or upon the signing of the Agreement (whichever is first), and end April 1, 2015, or when the project is completed.

F. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit "C", and this Project Authorization Exhibit "1" 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 both parties in accordance with the Amended and Restated Master Agreement, Exhibit "C" – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit "C" – Fee Schedule and Exhibit "1" of this Project Authorization.

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Task 4 – Prepare 1994 Final Grading Plan in AutoCad Format	\$ 1,500.00
Total Not Exceed Fee	\$12,685.00

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the Amended and Restated Master Agreement Exhibit "C".

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

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The remit to address is:
Stanislaus County
Department of Environmental Resources Landfill
Attention: Gerry Garcia (A101112AR PA 14-003AR)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

The County's representatives are Gerry Garcia, (209) 837- 4816 and George Angusich (209) 837-4817. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. 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.

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All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

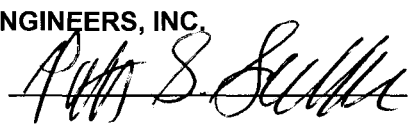
IN WITNESS WHEREOF, the parties have executed this Project No. 14-003AR on January 20, 2015.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"


SCS ENGINEERS, INC.

By: 
Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

**EXHIBIT 1 - PROJECT AUTHORIZATION FEE SCHEDULE
REVIEW AND ASSIST WITH UPDATE OF JTD
FINK ROAD LANDFILL, STANISLAUS COUNTY**

Title	Task 1	Task 2	Task 3	Task 4	Total	Rate, \$/hr	Amount, \$
Project Director	8	6	2	2	18	\$225	4,050
Project Manager	0	0	0	0	0	\$185	0
Senior Technical Manager	1	0	0	0	1	\$215	215
Staff Professional	12	40	4	8	64	\$110	7,040
Drafter, AutoCAD	0	0	0	0	0	\$90	0
Clerical	4	4	2	2	12	\$75	900
Total Personnel (Hours):	25	50	8	12	95		
Total Personnel Per Task (\$):	3,635	6,050	1,040	1,480		Total:	\$12,205
OTHER DIRECT COSTS (ODC)							Amount, \$
Travel Expense (vehicle)	125	125	0	0			250
Per Diem	0	0	0	0			0
Subcontractors	0	0	0	0			0
Printing/CAD	45	115	50	20			230
Subtotal ODC (\$):	170	240	50	20		Subtotal ODC:	\$480
Total Cost per Task (\$):	\$3,805	\$6,290	\$1,090	\$1,500		TOTAL BUDGET ALLOCATION:	\$12,685

- Task 1 - Review JTD Update Information
- Task 2 - Assemble JTD Components
- Task 3 - Respond to Agency Comments on JTD Update
- Task 4 - Prepare 1994 Final Grading Plan in AutoCAD Format



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

PROJECT AUTHORIZATION
For
Preparation of MW-26 Impact Work Plan
Fink Road Landfill
Project Number 14-005AR

Recitals

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

NOW, THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibit 1, attached hereto and made a part of this Agreement, shall be subject to the terms and conditions set forth in *Amended and Restated Master Agreement For Professional Design Services* number A101112AR 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 ("Consultant"), on March 31, 2014.

B. Background

This Project Authorization is for the Consultant to provide the County a Work Plan for investigations related to dichlorodifluoromethane detections in monitoring well MW-26.

Routine groundwater monitoring conducted over the past several years at the Fink Road Landfill has shown an increasing concentration trend of dichlorodifluoromethane (Freon 12) in monitoring well MW-26. This compound is a volatile organic compound (VOC) and MW-26 is a "point-of-compliance" monitoring well. According to California regulations, a confirmed detection of a VOC in a point-of-compliance well constitutes a release from the landfill unit. This then requires a series of steps to be completed and reported to the Regional Water Quality Control Board (RWQCB). The first of these steps is to define the nature and extent of the impact.

In May 2015, the County authorized SCS Engineers (SCS) to conduct an initial study of the situation and to prepare a letter report to RWQCB. Samples were collected of water and landfill gas (LFG) to evaluate possible sources of the Freon 12 in the monitoring well. Results indicated that the impact was almost certainly due to the escape of LFG from the landfill. However, further study would be required to define how the LFG is escaping and migrating to MW-26, and the area of impacts around MW-26.

A letter report that discussed the initial findings was submitted to RWQCB on June 30, 2015. In this letter it was proposed that a Work Plan be prepared and submitted to RWQCB by August 31, 2015, outlining proposed future investigations. The letter report requested concurrence from RWQCB, but as of October 1, 2015, no communication was received from RWQCB on this matter. In subsequent communications, RWQCB stated that they are expecting the Work Plan and a new due date of November 3, 2015 was established.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to perform the following scope of work:

1. Task 1 – Preparation of MW-26 Impact Work Plan

- 1.1. Consultant shall review related data regarding this impact and will prepare a Work Plan for additional investigation activities, in accordance with California Title 27 regulations and RWQCB requirements. The Work Plan shall address actions to be taken to further identify the source, migration pathway, and impact area for Freon 12 in and around monitoring well MW-26. The Work Plan shall include a description of the problem, proposed activities to be taken for defining the nature and extent of the problem, and a proposed implementation schedule.
- 1.2. Consultant shall prepare the Work Plan in draft form and forward to County for review and comment. Consultant shall then incorporate County comments, as appropriate, and prepare a final version of the Work Plan. County shall provide timely review and comments on the draft Work Plan in order to meet the RWQCB deadline. The Work Plan shall then be submitted to RWQCB in accordance with their paperless submittal procedures. The Work Plan shall be submitted to RWQCB on or before November 3, 2015.

2. Task 2 – Agency Response/Meetings

- 2.1. Consultant shall be available to respond to RWQCB comments and questions on the Work Plan. It is assumed that RWQCB comments shall require one revision and resubmittal of the Work Plan to obtain RWQCB approval.

3. Task 3 – Preparation of Drilling Contractor Plans, Specifications, Engineer’s Estimate

- 3.1. It is anticipated that the Work Plan approach may require some drilling activities for installation of LFG and/or groundwater monitoring points in the vicinity of MW-26. After approval of the Work Plan by RWQCB, Consultant shall prepare Plans, Specifications, and Engineer’s Estimate (PS&Es) in order to support the County’s acquisition of a drilling contractor to complete these activities. Consultant shall also be available to assist the County with the evaluation of submitted drilling bids.

D. Schedule

The estimated schedule given below is based on assumptions as to when the County shall issue the Project Authorization, and the timeliness of RWQCB review and approval.

Assuming authorization to proceed is provided by the County no later than October 12, 2015, the estimated schedule for completion of work will be:

	<u>Completion</u>
Task 1 – Draft Work Plan submitted to County for review	10/23/15
Task 1 – Receipt of Work Plan comments from the County	10/28/15
Task 1 – Submittal of Work Plan to RWQCB	11/3/15
Task 2 – Resubmittal of Work Plan and RWQCB approval*	12/15/15
Task 3 – Completion of PS&Es	12/31/15
*Delay in receiving RWQCB approval of the Work Plan may result in subsequent completion dates being amended.	

E. Project Authorization Period

Services shall commence on **October 12, 2015**, or upon the signing of the Agreement (whichever is first), and end **December 31, 2015**, or when the project is completed.

F. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

1. Project Price

1.1 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 Consultant shall be compensated on a time and material basis, based on the rates set forth in the Amended and Restated Master Agreement Exhibit "C", and this Project Authorization Exhibit "1" 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 both parties in accordance with the Amended and Restated Master Agreement, Exhibit "C" – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Amended and Restated Master Agreement Exhibit "C" – Fee Schedule and Exhibit "1" of this Project Authorization.

1.2 The not to exceed total for this Project Authorization consists of the following not to Exceed fees:

	<u>FEE</u>
Task 1 – Preparation of Work Plan	\$4,710
Task 2 – Agency communication, Work Plan Final, Approval	\$1,665
Task 3 – Preparation of PS&Es	\$2,670
TOTAL NOT TO EXCEED FEE	\$9,045

*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the Amended and Restated Master Agreement Exhibit "C".

G. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant 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 Consultant'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 Consultant 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. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant 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. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

- 3. The County shall pay the Consultant 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: Gerry Garcia (A101112AR PA 14-005AR)
 P.O. Box 86
 Crows Landing, California 95313

H. Representatives

The County's representatives are Gerry Garcia, (209) 837- 4816 and George Angusich (209) 837- 4817. The Consultant's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

I. Counterparts

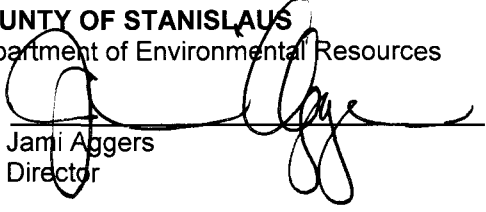
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

J. Professional Services

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Project No. 14-005AR on October 9, 2015

COUNTY OF STANISLAUS
 Department of Environmental Resources

By: 
 Jami Aggers
 Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
 Name: Pat S. Sullivan
 Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel

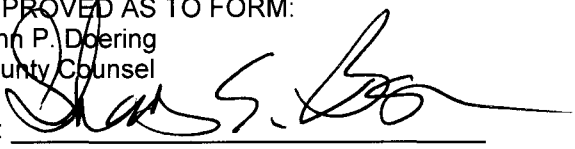
By: 
 Thomas E. Boze
 Assistant County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE
 MW-26 IMPACT WORK PLAN PREPARATION - FINK ROAD LANDFILL

SCS PERSONNEL	LABOR HOURS PER TASK			LABOR TOTALS	HOURLY RATE	TOTAL NOT TO EXCEED COST
	TASK 1 Preparation of Work Plan	TASK 2 Agency Response/Meetings	TASK 3 Preparation of Drilling PS&Es			
SCS Engineers:						
Principal	0	0	4	4	\$260	\$1,040
Senior Technical Manager	12	4	4	20	\$215	\$4,300
Project Professional	8	2	2	12	\$130	\$1,560
Drafter	2	1	4	7	\$90	\$630
Admin/Secretarial	2	1	2	5	\$75	\$375
SCS Field Services:						
Project Manager	4	2	0	6	\$190	\$1,140
Project Professional	0	0	0	0	\$130	\$0
Senior Technician	0	0	0	0	\$87	\$0
Technician	0	0	0	0	\$75	\$0
Project Administrator	0	0	0	0	\$73	\$0
TOTAL PERSONNEL (HOURS)	28	10	16	54	TOTAL LABOR COST:	\$9,045
OTHER DIRECT COSTS						
None						
TOTAL COST PER TASK (\$)	\$4,710	\$1,665	\$2,670		TOTAL BUDGET:	\$9,045