

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

DEPT: Environmental Resources

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE December 8, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill for a not to exceed amount of \$1,074,131.
2. Authorize the Chairman of the Board of Supervisors to sign Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc.

(Continued on next page)

FISCAL IMPACT:

The Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., currently has a not to exceed amount of \$660,530. This Amendment No. 3 to the Agreement increases the contract by \$413,601 for additional professional consultant services extended through December 31, 2017, as follows: \$321,461 in basic services and \$92,140 for emergency and other necessary, non-routine services.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2015-601

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

and approved by the following vote,

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

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 of Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill

STAFF RECOMMENDATIONS (Continued):

3. Authorize the Director of Environmental Resources, or designee, to sign individual Project Authorizations during calendar years 2016 and 2017 providing that the cumulative total does not exceed the contract amount.
4. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Master Agreement for an overall total not to exceed amount of \$1,115,491, which includes a contingency of \$41,360.

FISCAL IMPACT (Continued):

Additionally, a 10% contingency, \$41,360, has been added for the funding of any required but unanticipated contract changes and has been factored into the overall total not to exceed amount. Sufficient appropriations exist in the Fiscal Year 2015-2016 Adopted Final Budget for Environmental Resources Fink Road Landfill budget to cover the cost of this contract amendment.

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. On December 4, 2012, the Department contracted with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for these specialized services through the end of 2015 through a Professional Design Services Master Agreement (Agreement). Continuation of these services is required to maintain compliance with California's solid waste and groundwater regulatory requirements.

On March 31, 2014, the Director of Environmental Resources approved and signed Amendment No. 2 to this Agreement, increasing the original contract amount to the current not to exceed amount of \$660,530. The Board of Supervisors delegated authority to the Director to sign amendments to the original Agreement providing the original contract amount was not exceeded. This Amendment No. 2 was specific and for the sole purpose of adding prevailing wage provisions to the Agreement.

Accordingly, the current Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., will naturally terminate on December 31, 2015, unless it is extended. The original Agreement, however, allows 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. The proposed Amendment includes services for both 2016 and 2017. This proposed Amendment for the continuation of professional design services by

Approval of Amendment No. 3 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill

this provider, including and with specificity to its two year duration, is recommended by staff because of its efficiency.

This Amendment No. 3 to the Professional Design Services Master Agreement (Amendment) not only incorporates an extension of contract duration but also an increase in total contract amount. The Amendment increases the contract by \$413,601 for additional professional consultant services through December 31, 2017. In addition, a 10% contingency amount of \$41,360 has been included for required but unanticipated contract changes bringing the not to exceed total of this Agreement to \$1,115,491.

As of October 31, 2015, \$4,702,000 remains unencumbered in the Fink Road Landfill Operating Fund for the 2015-16 budget year.

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, Director of Environmental Resources, Telephone: 209-525-6770
Darryl Yorkey, Asst. Director of Environmental Resources, Telephone: 209-525-6740

ATTACHMENTS:

Amendment No. 3 to the Professional Design Services Master Agreement



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 3

This Amendment 3 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 December 8, 2015.

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, Amendment No. 2 increased the not to exceed amount in Section 3.1 – Compensation, of the Master Agreement to \$660,530; and

WHEREAS, The Master Agreement Section 5.2 – Contract Extension provides that the Agreement term may be extended to December 31, 2017, and Section 8.20 – Amendments provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend this Agreement for an additional two years; and

WHEREAS, the County has a need to increase the Master Agreement's not to exceed amount by \$413,600.79 to compensate Consultant for services to continue under this Agreement for an additional two years; and

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

NOW, THEREFORE, the County and Consultant agree as follows:

1. Section 5.1 – Term is amended as follows:

“5.1 Term. The initial term of 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. An extended term of this Agreement shall be for a period commencing upon **January 1, 2016**, and continuing until **December 31, 2017**. In no case shall the renewal of this Agreement extend beyond **December 31, 2017**, two (2) years from the expiration date of the original Agreement.”

2. Section 3.1 - Compensation is amended as follows:

“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 **(One Million Seventy Four Thousand One Hundred Thirty Dollars and Seventy-Nine Cents (\$1,074,130.79))** 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. Exhibit C - Fee Schedule, Section 1.3 – Professional Service Fee Schedule (Engineering Division) is amended as follows:

“(Effective January 1, 2016, through December 31, 2017). Rates include overhead, administration, and profit.

TITLE	HOURLY BILLABLE RATE
Principal	\$275
Project Director	\$240
Senior Project/Technical Manager	\$225
Project Manager	\$185
Certified Industrial Hygienist	\$175
Senior Project Professional	\$155
Project Professional	\$135
Construction Superintendent	\$130
Staff Professional	\$112
Senior Engineering Technician	\$100
Project Administrator	\$90
Designer/Drafter	\$95
Administrative/Secretarial	\$75
Technician	\$75

4. Exhibit C – Fee Schedule, Section 1.4 – Fee Schedule (Field Services Division) and Section 1.5 – Consultant’s Field Services Division shall be amended so that the effective date is as follows:

“(Effective January 1, 2013, through December 31, 2017)”

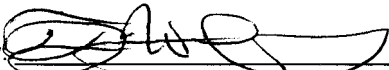
5. Exhibit C – Fee Schedule is amended to include the attached fee schedule for January 1, 2016 – December 31, 2016, and January 1, 2017 - December 31, 2017.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

[Signatures appear on next page]

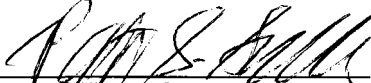
COUNTY OF STANISLAUS

By: 
Terrance Withrow
Chair of The Board of Supervisors

Date: 12/8/15

"County"

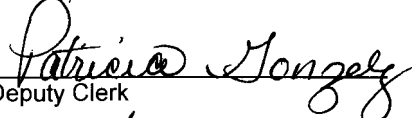
SCS ENGINEERS INC.

By: 
Pat S. Sullivan, CPP
Senior Vice President

Date: 10-29-15

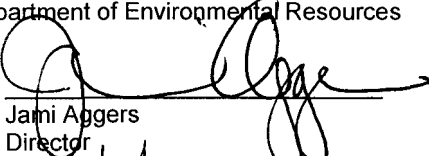
"Consultant"

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

By: 
Deputy Clerk


Date: 12/8/15

APPROVED AS TO CONTENT:
Department of Environmental Resources

By: 
Jami Aggers
Director

Date: 11/18/15

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Assistant County Counsel

Date: 12/23/15

COUNTY OF STANISLAUS
FINK ROAD LANDFILL ENVIRONMENTAL MONITORING, TESTING, SAMPLING, AND REPORTING SERVICES
JANUARY 1, 2016 - DECEMBER 31, 2016

BCS PERSONNEL	LABOR HOURS PER TASK																	LABOR TOTALS	Rate, \$/hr	Amount, \$		
	RFP Section 1.2.1 Scope Items																					
	TASK a	TASK b	TASK d	TASK y	TASK h	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r	TASK s	TASK t*	TASK u	TASK v					
ENGINEERING																						
Principal							1	1		2					0			4	\$275	\$1,100		
Project Director														0				0	\$240	\$0		
Senior Technical Mgr.		6			24								2	12	40		72	156	\$225	\$35,100		
Certified Industrial Hygienist													4		8			12	\$175	\$2,100		
Senior Project Professional							2	6		6				8				22	\$155	\$3,410		
Project Professional		18		2	110					45	10	15			40			288	\$135	\$38,880		
Staff Professional									12						0			12	\$112	\$1,344		
Senior Engineering Technician															20			20	\$100	\$2,000		
Project Administrator															0			0	\$90	\$0		
Drafter					12										20			32	\$85	\$3,040		
Administrative/Secretarial					24			1	1		2				20			46	\$75	\$3,600		
FIELD SERVICES																						
Regional Manager	2	2	2			4				1								11	\$230	\$2,530		
Project Manager	4	4	4	1		16	4	2		4			2					41	\$190	\$7,790		
Senior Project Professional																		0	\$175	\$0		
Senior Superintendent																		0	\$140	\$0		
Project Professional	4	8	8	4		16	4	2		0			5					51	\$130	\$6,630		
Project Coordinator																		0	\$100	\$0		
Senior Technician	64	80	32					8		12								196	\$87	\$17,052		
Technician						276	16											292	\$75	\$21,900		
Project Administrator	4	4	4	1		6	4	2		3			1					31	\$73	\$2,263		
Secretarial																		0	\$60	\$0		
																		0				
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	20	55	24	27	0	156	0	72	TOTAL LABOR:		\$148,739		
OTHER DIRECT COSTS (ODC)																					Amount, \$	
Reimbursables																						
Water Level Indicator	\$100	\$300	\$100	\$25											\$600						\$1,125	
Submersible Pump Controller	\$240	\$800	\$240												\$1,600						\$2,880	
Horiba Water Quality Meter	\$240	\$600	\$240												\$1,200						\$2,280	
Power Generator/Inverter		\$600													\$1,200						\$1,800	
GEM and Other Instruments						\$2,200				\$370											\$2,570	
Expendable Sampling Supplies	\$50	\$200	\$200												\$200						\$680	
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80				\$150						\$746	
Safety Equipment	\$50	\$50	\$50												\$50					\$320		
Subtotal Reimbursables	\$690	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Subtotal Reimbursables		\$12,407		
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0		
Total Reimbursables	\$690	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Total Reimbursables		\$12,407		
Subcontractors																						
Laboratory Costs - Air															\$2,000	\$1,000					\$3,000	
Laboratory Costs - Water	\$0	\$0	\$0	\$0											\$18,694	\$15,000					\$34,694	
Best Environmental - Source Test										\$0					\$0	\$8,500						\$8,500
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,694	\$16,000	\$8,500	Total Subcontractors		\$46,194		
Administration @ 10% ODC (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,169	\$1,600	\$850				\$4,619	
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,863	\$17,600	\$9,350	Total Subcontractors		\$50,813		
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72	\$5,256	\$360	\$180	\$285	\$90	\$100	\$1,000	\$200	\$0	\$0	\$0	\$0	\$0	Total Truck/SCS Vehicle		\$11,071		
Total Cost per Task (\$):	\$9,714	\$17,606	\$7,086	\$1,150	\$23,190	\$34,780	\$3,132	\$3,707	\$7,785	\$2,908	\$7,785	\$3,693	\$4,825	\$23,863	\$46,070	\$9,550	\$16,200	ANNUAL TOTAL:		\$223,024		
Optional Payment/Performance Bond																					With Optional Bonding (1.5%)	
																					\$225,812	

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 Fans 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

Task s: Subcontractors/Labs

Task t: Emergency/Non-Routine Assignments, Fink*

Task u: T-V Flare Source Emissions Testing

Task v: Project Management, Wayne Pearce

Tasks c, e, f, l, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

*Task t shall be billed to PA 13-002AR "Emergency Services, Repairs and Non-Routine Services"

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

JANUARY 1, 2017 - DECEMBER 31, 2017

SCS PERSONNEL	LABOR HOURS PER TASK																LABOR TOTAL	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	TASK s	TASK t	TASK u				TASK v
ENGINEERING																				
Principal							1	1		2						0	4	\$275	\$1,100	
Project Director																0	0	\$240	\$0	
Senior Technical Mgr.		6			24											0	156	\$225	\$35,100	
Certified Industrial Hygienist												2	12			72	12	\$175	\$2,100	
Senior Project Professional								2	6	6	4					8	22	\$165	\$3,610	
Project Professional		18		2	110			48		45	10	15				40	288	\$135	\$38,880	
Staff Professional							12									0	12	\$112	\$1,344	
Senior Engineering Technician																20	20	\$100	\$2,000	
Project Administrator																0	0	\$90	\$0	
Drafter					12											20	32	\$95	\$3,040	
Administrative/Secretarial					24		1	1		2						20	48	\$75	\$3,600	
FIELD SERVICES																0	0		\$0	
Regional Manager	2	2	2			4				1						0	11	\$230	\$2,530	
Project Manager	4	4	4	1		16	4	2		4		2				0	41	\$190	\$7,790	
Senior Project Professional																0	0	\$175	\$0	
Senior Superintendent																0	0	\$140	\$0	
Project Professional	4	8	8	4		16	4	2		0		5				0	51	\$130	\$6,630	
Project Coordinator																0	0	\$100	\$0	
Senior Technician	64	80	32						8	12						0	196	\$87	\$17,052	
Technician						276	16									0	292	\$75	\$21,900	
Project Administrator	4	4	4	1		8	4	2		3		1				0	31	\$73	\$2,263	
Secretarial																0	0	\$60	\$0	
																0	0		\$0	
Total Personnel (Hours):	76	122	50	8	170	320	28	30	56	20	55	24	27	0	156	0	72	TOTAL LABOR:		\$148,739
OTHER DIRECT COSTS (ODC)																			Amount, \$	
Reimbursables																				
Water Level Indicator	\$100	\$300	\$100	\$25												\$600			\$1,125	
Submersible Pump Controller	\$240	\$600	\$240													\$1,600			\$2,880	
Horiba Water Quality Meter	\$240	\$600	\$240													\$1,200			\$2,280	
Power Generator/Inverter			\$600													\$1,200			\$1,800	
GEM and Other Instruments						\$2,200				\$370									\$2,570	
Expendable Sampling Supplies	\$80	\$200	\$200													\$200			\$680	
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25	\$80						\$150			\$748	
Safety Equipment	\$80	\$60	\$80													\$80			\$320	
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Subtotal Reimbursables		\$12,401
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0	
Total Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Total Reimbursables		\$12,401
Subcontractors																				
Laboratory Costs - Air								\$0							\$2,000	\$1,000			\$3,000	
Laboratory Costs - Water	\$0	\$0	\$0	\$0											\$19,694	\$15,000			\$34,694	
Best Environmental - Source Test										\$0					\$0	\$8,500			\$8,500	
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,694	\$16,000	\$0	Total Subcontractors		\$46,194
Administration @ 10% ODC (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,169	\$1,600	\$850			\$7,619
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,863	\$17,600	\$9,350	Total Subcontractors		\$50,813
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360	\$180		\$285		\$90	\$100		\$1,000	\$200			\$11,071	
Total Cost per Task (\$):	\$9,714	\$17,606	\$7,066	\$1,150	\$23,190	\$34,780	\$3,132	\$3,707	\$7,785	\$2,908	\$7,785	\$3,893	\$4,825	\$23,863	\$46,070	\$9,550	\$16,200	ANNUAL TOTAL:		\$229,024
Optional Payment/Performance Bond																			With Optional Bond (1.25%)	
																			\$276,417	

Notes: See Section 1 for Task Assumptions
 Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Re-sampling
 Task h: Monitoring Reports
 Task j: Surface Emissions Monitoring (SEM)

Task i: 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 (COG)
 Task q: Health and Safety Plan

Task r: Regulatory Meetings
 Task s: Subcontractors/Labs
 Task t: Emergency/Non-Routine Assignments, Fink*
 Task u: T-V Flare Source Emissions Testing
 Task v: Project Management, Wayne Pearce
 Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

*Task t shall be billed to PA 13-002AR "Emergency Services, Repairs and Non-Routine Services"



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

**Amendment No. 3
Project Number 13-001AR-SMG**

For

Monitoring, Sampling, Testing and Reporting at Fink Road Landfill

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, as 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"), which was Amended on May 29, 2015; and

WHEREAS, the Master Agreement Section 5.2 – Contract Extension, provides that the Agreement term may be extended to December 31, 2017, and Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend this Project Authorization for an additional two years; and

WHEREAS, the County has a need to amend this scope of work to include additional tasks; and

WHEREAS, work under PA 13-003AR, PA 14-001AR and PA 14-002AR has been completed for a final amount of \$7,674, \$5,601.55 and \$15,842.02, which did not exceed the amount authorized to be spent under these Project Authorizations, and the County has a need to transfer the remaining funds to this Project Authorization; and

WHEREAS, the County has a need to increase this Project Authorization by \$353,908, to allow service to continue for an additional two years; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

- A. Section B – Scope of Work is amended to include the following tasks:

Task s: Subcontractor Services

1. All subcontractor services and costs associated with Tasks "a" – Leachate Monitoring, "b" – Groundwater Monitoring, "g" – Resampling, "i" - NMOC Testing, and "u" – T-V Flare Source Emission Testing shall be billed to this Task "s".

Task t: Emergency, Non-Routine Assignments

1. Services covered under PA 13-002AR.

Task u: T-V Flare Source Emission Testing

1. Consultant shall conduct all Flare Emissions source testing in accordance with protocol from Best Environmental as follows:
 - 1.1. Consultant shall provide labor, equipment and subcontractor (Best Environmental) to perform the annual Source Test as described in the attached Attachment B – Best Environmental Source Test Protocol, to comply with the new operating permit No. N-3969-2-7, issued by the San Joaquin Valley Air Pollution Control District. Consultant shall be on site during the test to assist the subcontractor. Prior to submittal of the test report, Consultant shall perform a review of Best Environmental test results and report for accuracy. Consultant shall note any potential compliance issues to the County.


Task v: Project Management

1. All project management activities performed by Project Manager Wayne Pearce, including administrative/coordination duties to implement Tasks "a" through "u" shall be billed to this Task "v".
- B. Section C – Project Authorization Period is amended as follows:
- “Services shall commence on or about **January 1, 2013**, and continue until **December 31, 2017**, or until all work on Amended and Restated Project Authorization is completed, unless sooner terminated.”
- C. Section F – Compensation, item 1.4 is amended as follows:
- “PROJECT TOTAL NOT TO EXCEED AMOUNT: Eight Hundred Eighteen Thousand Seven Hundred Eighty-eight Dollars (\$818,788).”**
- D. Section F- Compensation, item 1.5 is amended to add the following:
- “1.5.4. \$353,908 for an additional 2 years of basic contract services.”
- E. Attachment A – Fee Schedule, is amended to include the attached fee schedule for January 1, 2016 – December 31, 2016, and January 1, 2017 - December 31, 2017.
- F. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Amendment 3 to the Amended and Restated Project Authorization Number 13-001AR-SMG on December 9, 2015.

[Signatures appear on the next page]

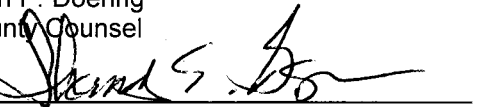
COUNTY OF STANISLAUS
Department of Environmental Resources

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 P. Doering
County Counsel
By: 
Thomas E. Boze
Assistant County Counsel

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

JANUARY 1, 2016 - DECEMBER 31, 2016

REG. PERSONNEL	LABOR HOURS PER TASK BPP Section 1.2.1 Scope Items																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	TASK s	TASK t*	TASK u				TASK v
ENGINEERING																				
Principal								1	1		2				0			4	\$275	\$1,100
Project Director															0			0	\$240	\$0
Senior Technical Mgr.		6			24							2	12	40		72		156	\$225	\$35,100
Certified Industrial Hygienist												4		8				12	\$175	\$2,100
Senior Project Professional								2	6		6			8				22	\$155	\$3,410
Project Professional		18		2	110							10	15	40				288	\$135	\$38,880
Staff Professional								12	48		45			0				12	\$112	\$1,344
Senior Engineering Technician														20				20	\$100	\$2,000
Project Administrator														0				0	\$90	\$0
Drafter					12									20				32	\$95	\$3,040
Administrative/Secretarial					24			1	1		2			20				48	\$75	\$3,600
FIELD SERVICES														0				0		\$0
Regional Manager	2	2	2		4						1							11	\$230	\$2,530
Project Manager	4	4	4	1	16	4	2			4		2						41	\$190	\$7,790
Senior Project Professional																		0	\$175	\$0
Senior Superintendent																		0	\$140	\$0
Project Professional	4	8	8	4	16	4	2			0		5						51	\$130	\$6,630
Project Coordinator																		0	\$100	\$0
Senior Technician	64	80	32					8		12								196	\$87	\$17,052
Technician					276	16												292	\$75	\$21,900
Project Administrator	4	4	4	1	8	4	2			3		1						31	\$73	\$2,263
Secretarial																		0	\$60	\$0
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	20	55	24	27	0	156	0	72	TOTAL LABOR		\$148,739
OTHER DIRECT COSTS (ODC)																				Amount, \$
Reimbursables																				
Water Level Indicator	\$100	\$300	\$100	\$25										\$800						\$1,125
Submersible Pump Controller	\$240	\$800	\$240											\$1,600						\$2,880
Horiba Water Quality Meter	\$240	\$600	\$240											\$1,200						\$2,280
Power Generator/Inverter		\$600												\$1,200						\$1,800
GEM and Other Instruments					\$2,200					\$370										\$2,570
Expendable Sampling Supplies	\$80	\$200	\$200											\$200						\$680
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80			\$150						\$746
Safety Equipment	\$80	\$80	\$80											\$80						\$320
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Subtotal Reimbursables		\$12,401
Mark-up Reimbursables (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	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Total Reimbursables		\$12,401
Subcontractors																				
Laboratory Costs - Air								\$0						\$2,000	\$1,000					\$3,000
Laboratory Costs - Water	\$0	\$0	\$0	\$0										\$19,694	\$15,000					\$34,694
Best Environmental - Source Test										\$0				\$0	\$0	\$8,500				\$8,500
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,694	\$16,000	\$8,500	\$0	Total Subcontractors		\$46,194
Administration @ 10% ODC (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,169	\$1,600	\$850	\$0	Admin. Subcs (10%)		\$4,619
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,863	\$17,600	\$9,350	\$0	Total Subcontractors		\$50,813
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72	\$5,256	\$360	\$180	\$285	\$90	\$100	\$1,000	\$200	\$1,000	\$200	\$1,000	\$200	\$1,000	Tool Truck/SCS Vehicle		\$11,071
Total Cost per Task (\$):	\$9,714	\$17,606	\$7,066	\$1,150	\$23,190	\$34,780	\$3,132	\$3,707	\$7,785	\$2,908	\$7,785	\$3,693	\$4,825	\$23,863	\$46,070	\$9,550	\$16,200	ANNUAL TOTAL		\$223,024
Optional Payment/Performance Bond																		With Optional Bonding (1.25%)		\$278,812

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 (OCC)
 Task q: Health and Safety Plan

Task r: Regulatory Meetings
 Task s: Subcontractors/Labs
 Task t: Emergency/Non-Routine Assignments, Fink*
 Task u: T-V Flare Source Emissions Testing
 Task v: Project Management, Wayne Pearce

*Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

*Task t shall be billed to PA 13-002AR "Emergency Services, Repairs and Non-Routine Services"

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

JANUARY 1, 2017 - DECEMBER 31, 2017

RESPONSIBILITY	LABOR HOURS PER TASK EPA Section 1.7.1 Scope Items																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	TASK s	TASK t	TASK u					
ENGINEERING								1	1		2			0			4	\$275	\$1,100		
Principal														0			0	\$240	\$0		
Project Director		6			24							2	4	12		40	156	\$225	\$35,100		
Senior Technical Mgr.														8		72	12	\$175	\$2,100		
Certified Industrial Hygienist														8			22	\$155	\$3,410		
Senior Project Professional		18		2	110			2	6		6	4	15		40		288	\$135	\$38,880		
Project Professional								12	48		45	10	15		0		12	\$112	\$1,344		
Staff Professional															20		20	\$100	\$2,000		
Senior Engineering Technician															0		0	\$90	\$0		
Project Administrator															20		32	\$95	\$3,040		
Drafter					12										0		0	\$75	\$0		
Administrative/Secretarial					24			1	1		2				0		48	\$75	\$3,600		
FIELD SERVICES															0		0	\$0	\$0		
Regional Manager	2	2	2		4					1					0		11	\$230	\$2,530		
Project Manager	4	4	4	1	16	4	2			4			2		0		41	\$190	\$7,790		
Senior Project Professional															0		0	\$175	\$0		
Senior Superintendent															0		0	\$140	\$0		
Project Professional	4	8	8	4	16	4	2			0		5		0		51	\$130	\$6,630			
Project Coordinator															0		0	\$100	\$0		
Senior Technician	64	80	32				8		12					0		196	\$87	\$17,052			
Technician					276	16								0		292	\$75	\$21,900			
Project Administrator	4	4	4	1	8	4	2		3		1			0		31	\$73	\$2,263			
Secretarial															0		0	\$60	\$0		
Total Personnel (Hours):	78	122	50	8	170	320	28	30	56	20	55	24	27	0	156	0	72	TOTAL LABOR		\$ 148,739	
OTHER DIRECT COSTS (ODC)																				Amount \$	
Reimbursables																					
Water Level Indicator	\$100	\$300	\$100	\$25										\$800						\$1,125	
Submersible Pump Controller	\$240	\$800	\$240											\$1,600						\$2,880	
Horiba Water Quality Meter	\$240	\$600	\$240											\$1,200						\$2,280	
Power Generator/Inverter		\$600												\$1,200						\$1,800	
GEM and Other Instruments					\$2,200					\$370										\$2,570	
Expendable Sampling Supplies	\$80	\$200	\$200											\$200						\$680	
Miscellaneous ODCs	\$150	\$150	\$150					\$41	\$25		\$80			\$150						\$746	
Safety Equipment	\$80	\$80	\$80											\$80						\$320	
Subtotal Reimbursables	\$890	\$2,730	\$1,010	\$25	\$0	\$2,200	\$0	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Subtotal Reimbursables		\$12,401	
Mark-up Reimbursables (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	\$41	\$25	\$370	\$80	\$0	\$0	\$0	\$5,030	\$0	\$0	Total Reimbursables		\$12,401	
Subcontractors																					
Laboratory Costs - Air	\$0	\$0	\$0	\$0										\$2,000	\$1,000					\$3,000	
Laboratory Costs - Water	\$0	\$0	\$0	\$0										\$19,694	\$15,000					\$34,694	
Best Environmental - Source Test	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,500				\$8,500	
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,694	\$16,000	\$8,500	\$0	Total Subcontractors		\$46,194	
Administration @ 10% ODC (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,169	\$1,600	\$850	\$0	Admin. Subc (10%)		\$4,619	
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,863	\$17,600	\$9,350	\$0	Total Subcontractors		\$50,813	
SCS Vehicle Fee	\$1,224	\$1,584	\$720	\$72		\$5,256	\$360	\$180		\$285		\$90	\$100		\$1,000	\$200		Total for SCS Vehicle		\$11,071	
Total Cost per Task (\$):	\$9,714	\$17,606	\$7,065	\$1,150	\$23,190	\$34,780	\$3,132	\$3,707	\$7,785	\$2,908	\$7,785	\$3,693	\$4,825	\$23,863	\$46,070	\$9,550	\$16,200	ANNUAL TOTAL		\$223,024	
Optional Payment/Performance Bond																				With Optional Bonding (1.25%)	\$226,812

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
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 Task q: Health and Safety Plan

Task r: Regulatory Meetings
 Task s: Subcontractors/Labs
 Task t: Emergency/Non-Routine Assignments, Fink*
 Task u: T-V Flare Source Emissions Testing
 Task v: Project Management, Wayne Pearce

Tasks c, e, f, i, p, and s are not listed because either they are completed by County personnel or have an undefined scope.

*Task t shall be billed to PA 13-002AR "Emergency Services, Repairs and Non-Routine Services"



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

Amendment No. 2 Project Number 13-002AR-SMG

For

Emergency Services, Repairs and Non-Routine Services at Fink Road Landfill

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, as 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, the Master Agreement Section 5.2 – Contract Extension, provides that the Agreement term may be extended to December 31, 2017, and Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend this Project Authorization for an additional two years; and

WHEREAS, the County has a need to increase this Project Authorization by \$92,140 to allow service to continue for an additional two years; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

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

"Services shall commence on or about **January 1, 2013**, and continue until **December 31, 2017**, or until all work on Amended and Rested Project Authorization is completed, unless sooner terminated."

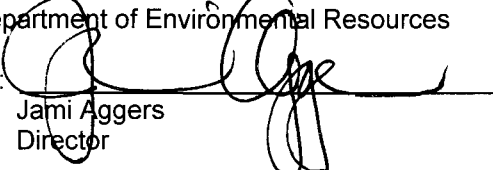
2. Section E- Compensation, item 1.2 is amended to read as follows:

"1.2.2. **Total Not to Exceed \$182,140 for emergency/non-routine services:**
(\$30,000/year for 3 years)
(\$46,070/year for an additional 2 years)"

3. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 13-002AR-SMG on December 9, 2015.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

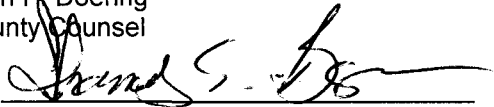
**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

By: 
Pat S. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Assistant 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

**Amendment No. 2
Project Number 13-003AR-SMG**

For

Preparation of New Water Quality Protection Standard Report for Fink Road Landfill

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, as 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, the Master Agreement Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, the work under this Project Authorization has been completed and the County has a need to transfer the unspent balance of \$16,325.78 from this Project Authorization to PA 13-001AR; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

1. Section F Compensation is amended to read as follows:

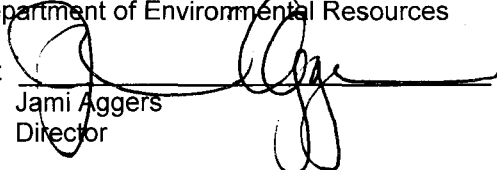
"1. Project Total Not to Exceed: Seven Thousand Six Hundred Seventy Four Dollars and Twenty-two cents (\$7,674.22)."

2. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 13-003AR-SMG on December 9, 2015.

[Signatures appear on next page]

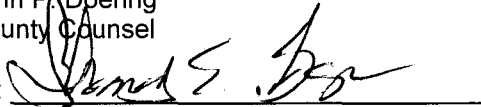
COUNTY OF STANISLAUS
Department of Environmental Resources

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 P. Doering
County Counsel
By: 
Thomas E. Boze
Assistant 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

**Amendment No. 2
Project Number 14-001AR-SMG**

For

Preparation of Work Plan for Replacement of Monitoring Well MW-9 and MW-16 at the Fink Road Landfill

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, as 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, which was Amended on March 31, 2014 to add Monitoring Well MW-16 to the Work Plan (the "Original Project Authorization"); and

WHEREAS, the Master Agreement Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, the work under this Project Authorization has been completed and the County has a need to transfer the unspent balance of \$103.45 from this Project Authorization to PA 13-001AR; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

1. Section F- Compensation, Item 1.4 is amended as follows:
 "1.4 **PROJECT TOTAL NOT TO EXCEED: Five Thousand Six Hundred One Dollar and Fifty-five Cents (\$5,601.55)**"
2. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 14-001AR-SMG on December 9, 2015.

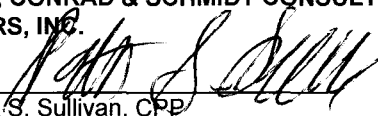
[Signatures appear on next page]

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

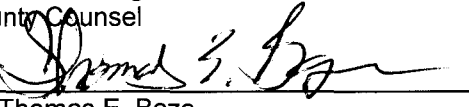
**STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.**

By: 
Pat S. Sullivan, CPD
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Assistant 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

**Amendment No. 2
Project Number 14-002AR-SMG**

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 at the Fink Road Landfill

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, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of May 16, 2014, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the oversight and engineering assistance for replacement of Monitoring Wells MW-9 and MW-16, abandonment of MW-9, and the initial well sampling and analysis (the "Original Project Authorization"); and

WHEREAS, Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, the work under this Project Authorization has been completed and the County has a need to transfer the unspent balance of \$16,017.98 from this Project Authorization to PA 13-001AR; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

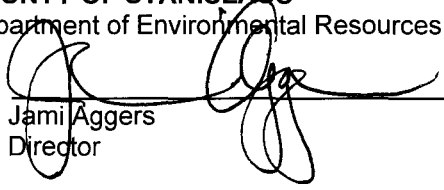
1. Section G- Compensation, Item 1.2.5 is amended as follows:

"1.2.5 Total Not to Exceed Fee \$15,842.02"
2. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 14-002AR-SMG on December 9, 2015.

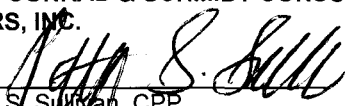
[Signatures appear on next page]

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 

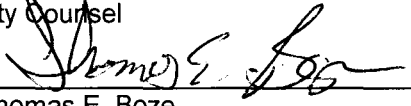
Jami Aggers
Director
"County"

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

By: 

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

APPROVED AS TO FORM:

John P. Doering
County Counsel
By: 

Thomas E. Boze
Assistant 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
AMENDMENT 4**

This Amendment 4 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 March 9, 2016.

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, Amendment No. 2 and 3 increased the not to exceed amount of the Master Agreement to \$1,074,130.79; and

WHEREAS, The Master Agreement Section 8.20 – Amendments provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to increase the not to exceed amount in Paragraph 3 – Compensation and Billing, Section 3.1 by \$41,360 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. Section 3.1 - Compensation is amended as follows:

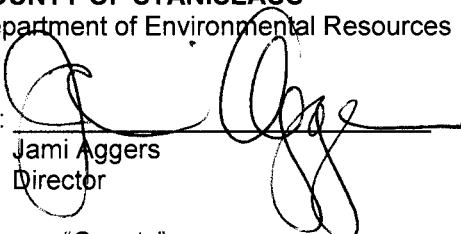
"3.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibits "C" and "C-1", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant shall be compensated on a time and materials basis, 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 **(One Million, One Hundred Fifteen Thousand, Four-Hundred Ninety-One Dollars (\$1,115,491.00))** 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.

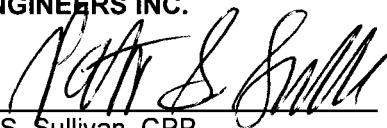
IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

SCS ENGINEERS INC.

By: 
Pat S. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
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

**Amendment 2
Project Number 14-005AR**

for

**Preparation of MW-26 Impact Work Plan and Investigation of Impacts in Well MW-26
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, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of October 9, 2015, (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 Monitoring Well 26 (MW-26) (the "Original Project Authorization"); and

WHEREAS, the work plan was submitted to the Regional Water Quality Control Board (RWQCB) on November 3, 2015, and the RWQCB approved the Work Plan activities, but added additional tasks; and

WHEREAS, the Master Agreement Section 8.20 provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to modify the scope of work and increase Section F – Compensation by \$43,832.50 to compensate the Consultant for the additional services; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant;
and

NOW, THEREFORE, the County and the Consultant hereby agree as follows:

A. Section C – Scope of Work is amended to include the following:

"4. Task 4 – Leachate Riser Evaluation

- 4.1. During the testing Consultant completed in early 2015, Consultant noted that the leachate riser from landfill cell LF-2 Cell 5 had loose flange bolts and was allowing infiltration of atmospheric gases. This situation was corrected and additional vacuum was drawn on the system. This action may have resulted in a reduction of Landfill Gas (LFG) releases.
- 4.2. Consultant shall check all active leachate risers in LF-2 to determine functionality. Testing shall be performed as outlined below:

- 4.2.1. Consultant shall perform one (1) complete round of leachate extraction well field monitoring. Consultant shall monitor the five leachate/LFG extraction wells/risers for the following: methane, carbon dioxide, oxygen, balance gas and VOCs concentrations to assist in the evaluation of possible impact areas/optimization. Temperature, wellhead pressure, system pressure, and flow shall also be measured and recorded. During the field monitoring event, all above grade wellhead components, valves, hoses, and fittings shall be inspected for proper operation, leaks/damage, and condition noted. Photos will be taken of each well head control assembly to document conditions. Consultant shall also evaluate if each individual well may be capable of more or less flow based on field data and existing wellhead/lateral configuration.
- 4.2.2. Prevailing wage work (i.e., maintenance, repairs, emergency service, non-routine service, implementation of remedial action, implementation of corrective action, calibration, inspections, adjustments, drilling, using an auger, surveying, soil testing, 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 in accordance with prevailing wage laws.

5. Task 5 – TO-15 Confirmation Testing

- 5.1. Samples Consultant collected in early 2015 included various LFG points (inside MW-26, multi-zone gas probe GP-13, and leachate riser pipes in cells 1, 3 and 5), and were analyzed for VOCs by Method TO-15. Upon completion of the initial LFG/leachate riser testing above, Consultant shall collect samples again for TO-15 testing, from these selected locations, to determine if conditions have changed since the last testing. It is possible that repairs made to the LF-2 Cell 5 leachate riser pipe in June 2015 may have resulted in better LFG capture and reduced impacts.

6. Task 6 – Perform Bar Hole Punch Testing

- 6.1. To evaluate if the suspected LFG release is occurring along the east-side anchor trench, Consultant shall take a reading of the field for landfill gas by performing bar hole punch testing every 200 feet or less, along the eastern boundary of LF-2 Cells 1 through 5. Testing for evidence of LFG, utilizing the same methods as those for a shallow depth monitoring probe (see below), shall be performed using a GEM 5000 gas analyzer. If elevated levels are observed, Consultant shall notify County personnel to increase the extraction rates of the closest leachate risers. Additionally, if elevated levels are observed, an additional evaluation for repair of the anchor trench will need to be performed as a separate task.
- 6.2. At the request of the RWQCB, additional bar hole testing shall be completed east of LF-1.

7. Task 7 – LFG Probe Monitoring QA/QC Audit

- 7.1. Currently, County staff monitors LFG probes monthly for methane, carbon dioxide, oxygen, and balance gases. These data are included in the quarterly monitoring reports submitted to RWQCB. During Consultant's evaluation, Consultant shall perform monitoring of the LFG probes around the facility, for the same parameters, using Consultant's standard operating procedures for LFG probe monitoring, shown below for comparison:

- 7.1.1. Connect sample tubing, open test valve and observe pressure and record data.
 - 7.1.2. For probes 20 feet deep or less, turn on sample pump, observe and record methane, oxygen, carbon dioxide and balance gas concentrations, when readings have stabilized for 30 seconds.
 - 7.1.3. For probes more than 20 feet deep, turn on sample pump, extract a minimum of one probe volume, observed and record methane, oxygen, carbon dioxide and balance gas concentrations, when readings have stabilized for 30 seconds.
 - 7.1.4. Close test valve, disconnect sample instruments and secure sample location.
- 7.2. Consultant shall then compare data to the County data as an independent check to determine if the data sets are comparable. If significant deviations exist between the data sets, Consultant shall work with County staff to audit their sampling procedures and adjust the procedures to achieve the best possible data.

8. Task 8 – Evaluate Potential for Increasing LFG Collection from Risers

- 8.1. Upon completion of the leachate/LFG extraction well testing, Consultant shall evaluate the data collected to determine if increases in extraction rates may be possible to reduce observed VOC's. Consultant shall provide recommendations to County personnel for ongoing adjustment and monitoring protocols to maximize extraction from these locations.

9. Task 9 – Collection and Analysis of Surface Water Samples

- 9.1. At the request of RWQCB, Consultant shall collect water samples from the temporary storm water pond located north of LF-2. Samples shall be collected in February, March and April 2016, and analyzed for VOCs. Consultant shall work with landfill staff to collect the samples and get the delivered to the laboratory for analysis.

10. Task 10 – Prepare Work Plan for Recommended Activities

- 10.1. Consultant shall prepare a report, which Consultant shall submit to the RWQCB, that shall contain the results obtained from the investigation, plus the additional items required by the RWQCB in their letter dated January 20, 2016. This report shall include documented repairs; a re-evaluation of inorganic constituents to determine impact mechanisms; a revised conceptual site model (CSM) with supporting documentation and geologic cross-sections; analytical results for the pond sampling; a Work Plan for additional investigations and monitoring, including wells defined in the RWQCB letter of January 20, 2016; and an engineering feasibility study (EFS). The EFS shall be a preliminary document because the nature and extent of the impact may not be fully defined and additional monitoring points are to be proposed.

11. Prevailing Wage

- 11.1. 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, observation 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.

- 11.1.1. Pursuant to Labor Code Section 1771, certain 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.
- 11.1.2. 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).
- 11.1.3. 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.

- 11.1.4. 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.
- 11.1.5. Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:
- a. 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.
 - b. 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.
 - c. Consultant shall file a certified copy of said payroll records with County within 10 days after receipt of a written request therefore from County.
 - d. 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.
 - e. 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.
 - f. In the event of noncompliance with the requirements of this Clause and 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.”

B. Section D – Schedule is amended to include the following:

“The estimated schedule given below for Tasks 4 – 10 is based on assumptions as to when the County shall issue the Project Authorization and the timelines of the RWQCB review and approval.

Assuming authorization to proceed is provided by the County no later than February 25, 2016, Consultant shall proceed with all tasks immediately and will complete the report to be submitted to the RWQCB by the due date of April 29, 2016”

C. Section E – Project Authorization Period is amended to read as follows:

“Services shall commence on **October 12, 2015**, or upon the signing of the Agreement, whichever is first, and end **April 29, 2016**, or when the project is completed.”

D. Section F- Compensation, Item 1.2 is amended to read as follows:

“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
Task 4 – Leachate Riser Evaluation	\$1,635.50
Task 5 – TO-15 Confirmation Testing	\$4,751.50
Task 6 – Bar Hole Punch Testing	\$1,690.50
Task 7 – LFG Probe Monitoring	\$1,188.00
Task 8 – Collection System Evaluation for Flow Increases	\$1,240.50
Task 9 – Collection and Analysis of Pond Samples	\$2,950.50
Task 10 – Report Preparation	\$30,376.00
TOTAL NOT TO EXCEED FEE	\$52,877.50

*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.”

E. Section G - Payment and Invoicing is amended to include the following:

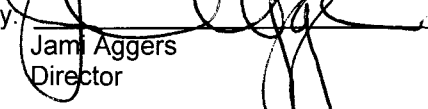
“4. Maintenance and Weekly Submission of Certified Payroll Records. The Consultant and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration 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 on a weekly basis. No later than 5:00 P.M. on each Monday during the Work, 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 week. 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.”

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

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to Amended and Restated Project


Authorization number 14-005AR on March 9, 2016

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 P. Doering
County Counsel

By: 

Amanda DeHart
Deputy County Counsel

LABOR AND COST ESTIMATE
Fink Road Landfill
MW-26 Investigation & Reporting

Hours By Task

SCS PERSONNEL	4*	5	6	7	8	9	10	Total	Rate, \$/hr	Amount, \$
SCS Field Services										
Project Manager	2.0	2.0	2.0	2.0	4.0	2.0	4.0	18.0	\$190.00	\$3,420.00
Project Professional	0.0	2.0	0.0	0.0	0.0	0.0	4.0	6.0	\$130.00	\$780.00
Senior Technician	8.0	8.0	8.0	4.0	2.0	12.0	0.0	42.0	\$87.00	\$3,654.00
Project Administrator	0.5	0.5	0.5	0.5	0.5	0.5	2.0	5.0	\$73.00	\$365.00
SCS Engineers										
Principal	0.0	0.0	0.0	0.0	0.0	0.0	12.0	12.0	\$275.00	\$3,300.00
Senior Technical Mgr.	1.0	2.0	1.0	1.0	1.0	2.0	48.0	56.0	\$225.00	\$12,600.00
Project Professional	0.0	0.0	0.0	0.0	0.0	2.0	84.0	86.0	\$135.00	\$11,610.00
Drafter/person	0.0	0.0	0.0	0.0	0.0	0.0	18.0	18.0	\$95.00	\$1,710.00
Admin/Secretarial	0.0	0.0	0.0	0.0	0.0	0.0	24.0	24.0	\$75.00	\$1,800.00
Total Personnel (Hours):	11.5	14.5	11.5	7.5	7.5	18.5	196.0	267.0		
Total Personnel Per Task (\$):	\$1,337.50	\$1,822.50	\$1,337.50	\$989.50	\$1,195.50	\$2,180.50	\$30,376.00	\$39,239.00	Total, SCS Personnel:	\$39,239.00
OTHER DIRECT COSTS (ODC)										
Eurofins (TO-15)	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250		\$2,250.00
BC Labs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400		\$400.00
Misc materials	\$25.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$125		\$125.00
Subtotal ODC (\$):	\$25.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$450.00	\$0.00	\$2,775	Subtotal ODC:	\$2,775.00
Administration @ 10.0%	\$2.50	\$230.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$278	Admin. 10.00%	\$277.50
Health and Safety	\$25.00	\$25.00	\$25.00	\$25.00	\$0.00	\$25.00	\$0.00	\$125	H and S	\$125.00
Perdiem	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	Hotel/Perdiem	\$0.00
Trucks	\$153.00	\$189.00	\$153.00	\$81.00	\$45.00	\$150.00	\$0.00	\$771	Trucks	\$771.00
SCS Equipment	\$92.50	\$185.00	\$175.00	\$92.50	\$0.00	\$100.00	\$0.00	\$645	SCS Equipment	\$645.00
Total Cost per Task (\$):	\$1,635.50	\$4,751.50	\$1,690.50	\$1,188.00	\$1,240.50	\$2,950.50	\$30,376.00	\$43,832.50	TOTAL BUDGET ALLOCATION:	\$43,832.50

- Task 4 Leachate Riser Evaluation
- Task 5 TO 15 Confirmatin Testing
- Task 6 Bar Hole Punch Testing
- Task 7 LFG Probe Monitoring
- Task 8 Collection System Evaluation for Flow Increases
- Task 9 Pond Sampling & Analysis
- Task 10 Report of Findings

*Prevailing Wage Rates Apply



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

PROJECT AUTHORIZATION

For

Updating Remaining Site Life and Staging of Cells at the Fink Road Landfill

Project Number 16-002AR-SM

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. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with updating the remaining capacity and staging of cells for the Fink Road Landfill (Site):

1. Task 1 – Update Remaining Site Life Projections

Consultant shall determine the following parameters related to remaining volume, site life, and soil usage.

Remaining Airspace: The 2014 Joint Technical Document (JTD) final grading plan shall be compared with the 2016 topographic map of the active landfill area to determine the remaining airspace.

Site Life Projection: Remaining airspace and the projected disposal volumes shall be used to estimate the remaining life of the landfill. The projection shall be compared to the annual site estimates in the 2014 JTD.

Effective Density: Consultant shall calculate the effective density of landfill waste based on a comparison of recent aerial topography maps and tonnage received during the same time interval.

Soil Usage: Consultant shall determine soil usage parameters based on comparison of aerial topography maps in borrow areas and load information provided by the County. The soil volume shall be compared with waste volumes in the same time interval. This shall provide a waste to soil ratio, which is an indication of how efficiently the waste is being covered.

Cell Staging Plan: The current staging plan shall be reviewed and changes recommended based on the Effective Waste Density and future waste tonnage projections.

2. Task 2 – Remaining Capacity and Staging Report

Consultant shall prepare a letter report summarizing the findings of the updated remaining capacity and staging calculations. The report shall provide a remaining site life and cell construction staging plan for Cells 6 and 7.

E. Schedule

Consultant estimates that the above scope of work will take 6 weeks from receipt of the 2016 topographic map. Consultant anticipates 1 week for County review and one additional week to prepare the final documents considering review comments.

Task 1 – Airspace and Calculations	3 weeks
Task 2 – Prepare Report	1 week
County Review	1 week
Finalize Report	1 week
TOTAL	6 weeks

F. Project Authorization Period

Services shall commence on **August 11, 2016**, or upon the signing of the Agreement (whichever is first), and end **October 3, 2016**, or when the project is completed.

G. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

Project Price

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.

1.1 The not to exceed total for this Project Authorization shall be **Nine Thousand Nine Hundred Forty-Seven Dollars (\$9,947.00)**.

1.2 Invoices submitted for payment under this Project Authorization shall be in accordance with 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. 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: Accounting (A101112AR PA 16-002AR)
P.O. Box 86
Crows Landing, California 95313

I. Representatives

The County's representative is Jami Aggers (209) 525-6768. 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.

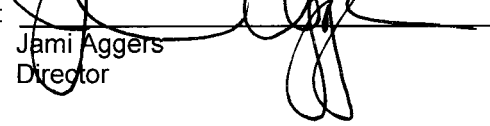
K. Professional Services

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. 16-002AR-SM on
August 23, 2016.

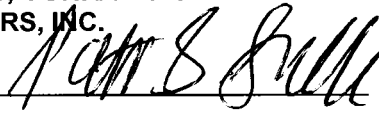
[Signatures appear on next page]

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

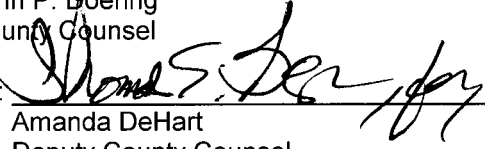
By: 
Amanda DeHart
Deputy County Counsel

Exhibit 1

Remaining Capacity and Site Life
Fink Road Landfill, Stanislaus County

SCS PERSONNEL	TASK 1	TASK 2	TOTAL HOURS	HOURLY RATE	AMOUNT
ENGINEERING					
Principal	16	4	20	\$275	\$5,500
Project Professional	20	10	30	\$135	\$4,050
Administrative/Secretarial	2	2	4	\$75	\$300
Total Personnel (Hours)	38	16	54		
Total Personnel Per Task	\$7,250	\$2,600			\$9,850
OTHER DIRECT COSTS (ODC)					
Vehicle Mileage	180 miles	0		Per County Travel Policy (\$.54)	\$97
Total ODC	\$97	0			\$97
TOTAL COST	\$ 7,347	\$2,600			\$ 9,947

Task 1 – Remaining Capacity and Site Life Calculations
Task 2 – Prepare Letter Report



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

PROJECT AUTHORIZATION
For

**Proposal for Responding to RWQCB Letter dated June 22, 2016:
Preparation of Well Drilling Bid Items, Construction Oversight and Reporting for Two Monitoring
Wells and Four Background Wells**

Project Number 16-001AR-SM

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, Exhibit 1, and Exhibit 2, 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

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 Consultant 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 were expecting the Work Plan and a new due date of November 3, 2015 was established.

The Work Plan was prepared and submitted to RWQCB on November 3, 2015, under PA 14-005AR. On January 20, 2016, RWQCB provided a letter which approved the Work Plan activities, but added

additional tasks, especially for the report to be submitted to RWQCB by April 26, 2016. This work was completed under Amendment to PA 14-005AR, and a report submitted to RWQCB on April 29, 2016 (*Landfill Gas Investigation in Vicinity of MW-26, Report of Results and Work Plan*). This report proposed new monitoring wells be installed at two locations at the landfill to further define the location of impacts in groundwater.

On June 22, 2016, RWQCB responded with a letter that approved the Work Plan, with conditions, and added several requirements not included in the original Work Plan, including making one of the proposed wells a dual-depth completion, and submitting a report of findings by October 31, 2016, including an Engineering Feasibility Study (EFS) to evaluate remediation options for both VOCs and inorganics in groundwater. The letter from RWQCB also addressed a previous proposal to amend the current concentration limits calculated for the site, but rejected the proposed approach of using four existing monitoring wells as part of the calculations. The letter requires the County to propose a plan to establish new concentration limits. This plan is due by September 30, 2016.

The recommended approach is to propose calculation of new concentration limits after installation and sampling of new background monitoring wells for a period of at least two years. Depending on the approval of this plan by RWQCB, these background wells may be installed at a different time than the monitoring wells required by RWQCB. Therefore, this Project Authorization breaks the bid specifications and drilling oversight activities, required for the two sets of wells, into separate tasks. If RWQCB approval is received in a timely manner, the investigation wells and background wells could be installed at the same time (fall 2016), but if approvals are not received quickly enough, the installation of the background wells may be delayed. The scope of work assumes that these will be separate events, but significant cost savings may be realized if the well installations can be done at the same time. In addition, the initial sampling results from the new background wells may be critical in the conclusions of the Report of Findings and the EFS.

The following Scope of Work, cost estimate and schedule include those activities needed to address the requirements in the RWQCB letter of June 22, 2016.

\$86,955 is being transferred from PA 13-001AR-SMG to assist in covering the cost of this project.

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 Well Drilling Bid Items – Monitoring Wells

Consultant shall prepare the plans, specifications and an engineer's estimate for drilling two dual-zone monitoring wells, MW-27 A/B and MW-28 A/B, in accordance with the requirements in the RWQCB letter dated June 22, 2016. Consultant shall prepare these items in draft form for County review. Consultant shall edit the plans and specifications, as appropriate, based on County comments. Consultant shall provide final plans, specifications and engineer's estimate to the County no later than August 1, 2016. The County shall be responsible for bidding the work and retaining a qualified driller to complete the plans.

Consultant shall ensure the 100% Plans, Technical Specifications, and Engineer's Estimate shall be wet stamped (signed and sealed) by a California registered Professional Engineer in accordance with the California Business and Professions Code Section 6735.

Consultant shall provide a total of two (2) full size plan sets, two (2) half size (11x17) plan sets and an electronic (PDF) plan set to the County as required for the County's bidding process.

2. Task 2 – Preparation of Well Drilling Bid Items – Background Wells

Consultant shall prepare plans, specifications and an engineer's estimate for drilling four single-zone background monitoring wells, (tentatively named BG-1 through BG-4). Consultant shall prepare these items in draft form for County review. Consultant shall edit the plans and specifications, as appropriate, based on County comments. Consultant shall provide final plans, specifications and engineer's estimate to the County no later than August 1, 2016. The County shall be responsible for bidding the work and retaining a qualified driller to complete the plans.

The number and location of the background monitoring wells may need to be amended after bidding if the RWQCB modifies the WQPS Plan submitted under Task 3, below.

Consultant shall ensure the 100% Plans, Technical Specifications, and Engineer's Estimate shall be wet stamped (signed and sealed) by a California registered Professional Engineer in accordance with the California Business and Professions Code Section 6735.

Consultant shall provide a total of two (2) full size plan sets, two (2) half size (11x17) plan sets and an electronic (PDF) plan set to the County as required for the County's bidding process.

3. Task 3 – Prepare Plan for WQPS

Consultant shall prepare a plan to establish new inorganic concentration limits, as part of a new Water Quality Protection Standard, as required by the RWQCB letter dated June 22, 2016. This plan shall propose installation of up to four new background wells to be installed west of the landfill, on County-owned land, sampling of these wells, and calculation of new, proposed concentration limits. This plan shall include a Monitoring Well Installation Work Plan, as required by RWQCB for all new well installations. Consultant shall prepare the WQPS plan in draft form for County review. Consultant shall edit the plan, as appropriate, based on County comments. Consultant shall submit the final plan to RWQCB, via GeoTracker, under a County transmittal letter.

The RWQCB is requiring submittal of this plan by September 30, 2016. However, if the plan is submitted on or near that date, and allowing time for RWQCB response to the plan, it is possible that the background wells could not be installed until 2017 due to inaccessibility of the area during the rainy season. Consultant is proposing to submit the plan as soon as possible after authorization to proceed (target date of August 1, 2016), which may allow time for installation of these background wells in 2016, at the same time as the on-site monitoring wells MW-27 and MW-28.

4. Task 4 – Obtain Drilling Permits and Pre-Drilling Activities

Consultant shall obtain County drilling permits for both the onsite monitoring wells (MW-27 and MW-28), and the background monitoring wells (BG-1 through BG-4). Consultant shall complete underground utility clearances, and coordinate with the County-selected driller(s) regarding the schedule for drilling. Consultant shall also prepare a project-specific Health & Safety Plan (HSP).

5. Task 5 – Oversight of Monitoring Wells MW-27 and MW-28 Installations

For the new monitoring wells MW-27 and MW-28, Consultant shall provide a geologist to perform quality control oversight for monitoring well drilling, construction, and development, including preparation of well logs based on materials encountered. At the completion of this task, Consultant shall provide the County with a statement of acceptance of the well installations in accordance with the plans and specifications, including any change orders to the plans and specifications. This task is subject to Prevailing Wage, as further described in this Project Authorization, Section D.

6. Task 6 – Oversight of Background Well Installations

For the new background monitoring wells BG-1 through BG-4, Consultant shall provide a geologist to perform quality control oversight for monitoring well drilling, construction, and development,

including preparation of well logs based on materials encountered. At the completion of this task, Consultant shall provide the County with a statement of acceptance of the well installations in accordance with the plans and specifications, including any change orders to the plans and specifications. This task is subject to Prevailing Wage, as further described in this Project Authorization, Section D.

7. Task 7 – Initial Well Sampling and Analysis

After the new monitoring wells are installed under Tasks 5 and 6, Consultant shall complete initial sampling of the monitoring wells to meet the requirements of the Waste Discharge Requirements and Monitoring and Reporting Program (WDRs/MRP) Order No. R5-2012-0144. The initial sampling and analysis shall be for all constituents of concern, as defined in the MRP. This initial sampling event may coincide with the routine quarterly monitoring event scheduled for October 2016, or may be completed as one or two separate sampling events depending on when the wells are completed, and the need to meet the reporting deadlines defined in the RWQCB letter dated June 22, 2016.

8. Task 8 – Reporting

Consultant shall prepare reports required in the RWQCB letter dated June 22, 2016, as follows:

8.1. Monitoring Well Installation Reports – Consultant shall prepare Monitoring Well Installation Report(s) as required by RWQCB. If all monitoring and background wells are installed in the fall of 2016, there will be one Monitoring Well Installation Report that will be included in the Report of Findings, to be submitted by Consultant to the RWQCB by October 31, 2016. If the installation of background wells is delayed until late 2016 or 2017, a separate Monitoring Well Installation Report shall be completed as a separate document, after the background wells are installed and sampled.

8.2. Report of Findings – Consultant shall prepare a Report of Findings that describes all activities completed, results obtained, and conclusions.

8.3. Engineering Feasibility Study – Consultant shall complete an EFS to evaluate corrective action measures related to landfill gas and groundwater impacts, including both VOCs and inorganics in groundwater. Conclusions related to inorganics in groundwater may be deferred provided RWQCB has accepted the plan for new WQPS and calculation of new concentration limits, which can take at least 2 years after installation of the background wells. The EFS will be included as one component of the Report of Findings.

8.4. For all of these reports, Consultant shall prepare the reports in draft form for County review. Consultant shall edit the reports, as appropriate, based on County comments. Consultant shall submit the final reports to RWQCB, via GeoTracker, under a County transmittal letter(s).

9. Task 9 – Agency Responses, Meetings, Project Management

Consultant shall coordinate with the County on any responses to the RWQCB, or other agencies, regarding comments on work plans or reports. Consultant shall meet with the County, as necessary, to implement and complete the scope of work. Consultant shall provide project management to oversee activities, schedules, invoicing, and communications with the County and County contractors on this project.

10. Assumptions and Conditions

The following assumptions were made to determine scope of work, schedule and costs for this project:

10.1. The County will provide a start-work authorization no later than July 15, 2016.

10.2. County will provide timely review and comments on draft Plans, Specifications, Work Plans, and Reports in order to meet RWQCB deadlines.

10.3. The County will retain one or more drilling contractor(s) to complete the well drilling, installations, and development activities in a timely manner. The well driller for the onsite monitoring wells (MW-27 and MW-28) must be retained and available for work no later than September 6, 2016. If approval of the WQPS plan is received from RWQCB in a timely manner, the driller for the background monitoring wells should also be retained and available for work also by September 6, 2016, if both sets of wells are to be installed at the same time. This will not only provide significant cost savings, but results from the background well initial sampling may be critical to the results and conclusions in the Report of Findings, and the EFS to be submitted October 31, 2016.

10.4. The County will supply a County surveyor, or retain a surveyor, to provide surveying data of the completed wells within two weeks of well completion. Surveying should be for vertical elevations to +/- 0.01 feet for the top of the well interior casings, and the well pads, plus horizontal coordinates for each well.

10.5. County well permits, and any other drilling clearances needed, will be available in timely manner so as to not delay the start of planned drilling operations.

10.6. Any fees for County well permits shall be paid by the County directly.

10.7. Time for oversight of well drilling and construction shall be prevailing wage.

10.8. Estimated time for oversight of drilling operations in the field is 100 hours, based on our best estimate of time for the driller(s) to complete the work. Delays caused by slow drilling progress and/or drilling breakdowns, inclement weather, or other factors beyond the control of Consultant, may result in additional charges. In any of these cases, Consultant shall notify the County of the issue and estimate the amount of additional time required to complete the work.

D. Prevailing Wage

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, observation 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. Pursuant to Labor Code Section 1771, certain 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. 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).

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.

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.

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

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.

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.

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.

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.

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. In the event of noncompliance with the requirements of this Clause and 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."

6. Registration with DIR: Contractor hereby attests that Contractor and all subcontractors are registered

with the Department of Industrial Relations (“DIR”). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must register with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. FAILURE TO COMPLY WITH THIS SECTION CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT.

E. Schedule

The estimated schedule given below is based on assumptions as to when the County will issue the Project Authorization, and the timeliness of RWQCB reviews and approvals.

Assuming authorization to proceed is provided by the County no later than July 15, 2016, Consultant will proceed with all tasks in a timely manner and will complete the report to be submitted to RWQCB by the due date of October 31, 2016. *Exhibit 1* shows the anticipated time lines for the tasks included in the project.

F. Project Authorization Period

Services shall commence on **July 15, 2016**, or upon the signing of the Agreement (whichever is first), and end **December 31, 2016**, or when the project is completed.

G. Compensation

Consultant shall be compensated for the services provided under this Project Authorization as follows:

Project Price

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 “2” 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 “2” of this Project Authorization.

1.1 The not to exceed total for this Project Authorization consists of the following not to Exceed fees:

	<u>FEE</u>
Task 1 – Well Drilling Bid Items – MW-27 and MW-28	\$4,320
Task 2 – Well Drilling Bid Items – BG-1 through BG-4	\$4,320
Task 3 – Prepare Plan for WQPS	\$8,100
Task 4 – Permits and Pre-drilling Activities	\$5,620
Task 5 – Oversight MW-27 and MW-28 Installation	\$11,720
Task 6 – Oversight BG-1 through BG-4 Installation	\$17,270
Task 7 – Initial Well Sampling/Analysis	\$12,705
Task 8 – Reporting	\$22,705
Task 9 – Agency Response, Meetings, Project Management	\$10,660
TOTAL NOT TO EXCEED FEE	\$97,476.00

*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 Weekly 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 on a weekly basis. No later than 5:00 P.M. on each Monday during the Work, 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 week. 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: Accounting (A101112AR PA 16-001AR)
P.O. Box 86
Crows Landing, California 95313

I. Representatives

The County's representative is Jami Aggers (209) 525-6768. The Consultant's representative is Wayne Pearce, Project Manager, (916) 361-1297.

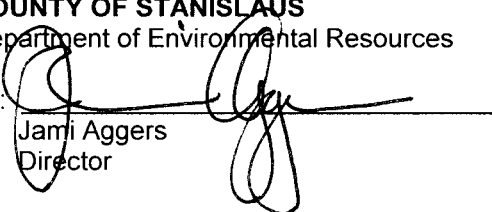
J. Counterparts


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.

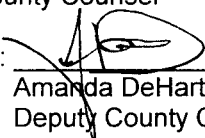
K. Professional Services

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. 16-001AR-SM on July 8, 2016.

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: 
Amanda DeHart
Deputy County Counsel

**EXHIBIT 1
 TASK IMPLEMENTATION SCHEDULE
 WELL INSTALLATIONS AND REPORTING
 RESPONSE TO RWQCB LETTER OF JUNE 22, 2016**

TASKS	2016																	
	JULY		AUGUST			SEPTEMBER			OCTOBER			NOVEMBER			DECEMBER			
1. Well Drilling Bids - Monitoring Wells	█																	
2. Well Drilling Bids - Background Wells	█																	
3. Prepare Plans for WQPS	█																	
4. Drilling Permits & Pre-drilling Activities			█															
5. Installation Oversight - Monitoring Wells						█												
6. Installation Oversight - Background Wells							█											
7. Initial Well Sampling & Analysis									█									
8. Reporting							█											
9. Agency Responses, Meetings, Mgmt.	█																	

Assumes Notice-to-Proceed by July 15, 2016.

**EXHIBIT 2
COST ESTIMATE
WELL INSTALLATIONS AND REPORTING
RESPONSE TO RWQCB LETTER OF JUNE 22, 2016**

Hours by Task												
SCS PERSONNEL	1	2	3	4	5	6	7	8	9	TOTALS	Rate, \$/hr	Amount, \$
SCS Engineers												
Principal	2	2	2	0	0	0	0	8	4	18	\$275	\$4,950.00
Senior Technical Mgr.	12	12	24	4	4	6	2	40	32	136	\$225	\$30,600.00
Project Professional	4	4	12	32	0	0	6	64	16	138	\$135	\$18,630.00
Construction Inspector (PW)	0	0	0	0	40	60	0	0	0	100	\$230	\$23,000.00
Drafter/person	4	4	4	0	0	0	0	16	0	28	\$95	\$2,660.00
Admin/Secretarial	2	2	2	4	0	0	0	8	0	18	\$75	\$1,350.00
SCS Field Services												
Project Manager	0	0	0	0	0	0	2	2	0	4	\$190	\$760.00
Project Professional	0	0	0	0	0	0	0	0	0	0	\$130	\$0.00
Senior Technician	0	0	0	0	0	0	16	4	0	20	\$87	\$1,740.00
Technician	0	0	0	0	0	0	0	0	0	0	\$75	\$0.00
Project Administrator	0	0	0	0	0	0	1	1	0	2	\$73	\$146.00
Total Personnel (Hours):	24	24	44	40	44	66	27	143	52	464		
Total Personnel Per Task (\$):	\$4,320.00	\$4,320.00	\$8,100.00	\$5,520.00	\$10,100.00	\$15,150.00	\$3,105.00	\$22,761.00	\$10,460.00	\$83,836.00	Total, SCS Person	\$83,836.00
OTHER DIRECT COSTS (ODC)												Amount, \$
BC Labs	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	0.00	0.00	8,000.00		\$8,000.00
Misc materials	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00	0.00	400.00		\$400.00
Subtotal ODC (\$):	0.00	0.00	0.00	0.00	200.00	200.00	8,000.00	0.00	0.00	8,400.00	Subtotal ODC:	\$8,400.00
Administration @ 10%	0.00	0.00	0.00	0.00	20.00	20.00	800.00	0.00	0.00	840.00	Admin. 10.0%	\$840.00
Health and Safety	0.00	0.00	0.00	0.00	100.00	100.00	100.00	0.00	0.00	300.00	H and S	\$300.00
Perdiem/Travel	0.00	0.00	0.00	0.00	600.00	750.00	0.00	0.00	0.00	1,350.00	Hotel/Perdiem	\$1,350.00
Trucks	0.00	0.00	0.00	100.00	500.00	700.00	300.00	0.00	200.00	1,800.00	Trucks	\$1,800.00
SCS Equipment	0.00	0.00	0.00	0.00	200.00	350.00	400.00	0.00	0.00	950.00	SCS Equipment	\$950.00
Total Cost per Task (\$):	4,320.00	4,320.00	8,100.00	5,620.00	11,720.00	17,270.00	12,705.00	22,761.00	10,660.00	97,476.00	TOTAL:	\$97,476.00

1. Well Drilling Bids - Monitoring Wells
 2. Well Drilling Bids - Background Wells
 3. Prepare Plans for WQPS
 4. Drilling Permits & Pre-drilling Activities
 5. Installation Oversight - Monitoring Wells
 6. Installation Oversight - Background Wells
 7. Initial Well Sampling & Analysis
 8. Reporting
 9. Agency Responses, Meetings, Mgmt.
- (PW) = Prevailing Wage for Well Construction Oversight



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

**Amendment No. 4
Project Number 13-001AR-SMG**

For

Monitoring, Sampling, Testing and Reporting at Fink Road Landfill

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, as 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"), which was Amended on May 29, 2015 ("Amendment No. 2") and amended again on December 9, 2015 ("Amendment No. 3"); and

WHEREAS, the Master Agreement Section 8.20 – Amendments, provides that the Agreement may be amended in writing; and

WHEREAS, work under this Project Authorization has come in under budget during previous years, and the County has a need to transfer \$86,995 from this Project Authorization to PA 16-001AR-SM, in order to cover the cost of responding to the RWQCB's letter dated June 22, 2016; and

WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

NOW, THEREFORE, the County and the Consultant agree as follows:

- 1. Section F Compensation, item 1.4 is amended to read as follows:

"1. PROJECT TOTAL NOT TO EXCEED AMOUNT: Seven Hundred Thirty One Thousand, Seven Hundred Ninety-Three Dollars (\$731,793.00)

IN WITNESS WHEREOF, the parties have executed this Amendment 4 to the Amended and Restated Project Authorization Number 13-001AR-SMG on July 26, 2016.

[Signatures appear on next page]


COUNTY OF STANISLAUS

Department of Environmental Resources

By: 
Jami Aggers
Director

"County"


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

By: 
Pat J. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel