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

DEPT:	Environmental Resources	BOARD AGENDA #: *B-5
		AGENDA DATE: November 1, 2016
SUBJEC	CT:	
Stearns,	I of Amendment No. 6 to the Professional Conrad, and Schmidt, Consulting Engine and Reporting Services at the Fink Road La	eers, Inc., for Environmental Monitoring,
DOADD	ACTION AS FOLLOWS:	
BOARD	ACTION AS FOLLOWS.	No. 2016-548
On motio	n of Supervisor O'Brien , Se oved by the following vote,	conded by Supervisor _Withrow
On motio and appro Ayes: Su	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su Excused	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None or Absent: Supervisors: None	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su Excused Abstainin	n of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None or Absent: Supervisors: None ng: Supervisor: None	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su Excused Abstainin	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None or Absent: Supervisors: None ng: Supervisor: None Approved as recommended	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su Excused Abstainin 1) X 2)	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None or Absent: Supervisors: None ng: Supervisor: None Approved as recommended	conded by Supervisor _Withrow
On motio and appro Ayes: Su Noes: Su Excused Abstainin 1)X	on of Supervisor O'Brien , Se oved by the following vote, pervisors: O'Brien, Chiesa, Withrow, DeMartini, and pervisors: None or Absent: Supervisors: None ag: Supervisor: None Approved as recommended Denied	conded by Supervisor _Withrow

ST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS **AGENDA ITEM**

DEPT: Environmental Resources

Routine @

BOARD AGENDA #:

Urgent O

AGENDA DATE: November 1, 2016

CEO CONCURRENCE:

4/5 Vote Required: Yes O

No ⊙

SUBJECT:

Approval of Amendment No. 6 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. 6 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., in the amount of \$330,880 for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill for a not to exceed amount of \$1,487,731.
- 2. Authorize the Chairman of the Board of Supervisors to sign Amendment No. 6 to the Professional Design Services Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc.
- 3. Authorize the Director of Environmental Resources, or designee, to sign individual Project Authorizations, 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 \$1,520,819, which includes a contingency of \$33,088.

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. In 2012, the Department issued a Request for Proposals for environmental services. Steams, Conrad, and Schmidt, Consulting Engineers, Inc. (SCS) was the highest scoring bidder for the Fink Road site. On December 4, 2012, the Department entered into a Professional Design Services Master Agreement (Agreement) with SCS for these specialized services in the amount of \$588,380. The current Agreement is in effect until December 31, 2017. Continuation of these services is required to maintain compliance with California's solid waste and groundwater regulatory requirements, which are mandated by the Central Valley Regional Water Quality Control Board (Water Board).

Approval of Amendment No. 6 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

The Water Board and its regional offices commonly add new monitoring and testing objectives as well as reporting requirements. The County must meet the Water Board's mandated requirements and deadlines in order to remain in compliance. In order to remain in compliance with the Water Board's requirements, the Agreement has been amended a total of five times since its commencement in 2012 to add additional spending authority. The current not to exceed amount of the Agreement is \$1,156,851. A summary of the Agreement's Amendments is as follows:

Amendment No.	Date	Not to Exceed Amount	Reason for Amendment
1	3/31/2014	\$ 616,380	Added Prevailing Wage services to the contract; new water quality protection standard report; replacement of several monitoring wells.
2	1/13/2015	\$ 660,530	Updated Joint Technical Document; updated Storm Water Pollution Prevention Plan; Impact Work Plan for Monitoring Well No. 26
3	12/8/2015	\$1,074,131	Extended Agreement for two years and increased contract to cover basic services of monitoring, sampling and reporting for the additional two years;
4	3/9/2016	\$1,115,491	Additional reporting to identify sources of potential groundwater contamination near Monitoring Well No. 26; oversight of installation of several monitoring and background wells
5	8/23/2016	\$1,156,851	Updating remaining site life (capacity) and the staging of cells

Most recently, on September 9, 2016, the Central Valley Regional Water Quality Control Board drafted correspondence to the County requiring the County to submit a Work Plan to determine the source of the volatile organic compound (VOC) impacts to groundwater in Monitoring Wells (MW) MW-20 and MW-23, and define the extent of the VOCs in the groundwater. The Work Plan will also address the source and extent of the increasing inorganic concentration trends in several monitoring wells. This report is due by December 1, 2016.

Staff has a need to amend the agreement, to allow for the following:

- A preliminary estimate of the cost for preparing the new Work Plan is \$22,500.
- The cost to implement the work that will be proposed in the new Work Plan is estimated to be \$100,000.
- The Agreement's current available balance of \$31,414 is insufficient to cover the cost of this upcoming work.
- In addition, staff recently had a need to move \$87,000 from the contract's main task of Monitoring, Sampling and Reporting in order to cover a newly mandated task of completing

Approval of Amendment No. 6 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

a time sensitive Engineering Feasibility Study for the Water Board. Staff had to move this money from the contract's main task in order to act quickly and meet the Water Board's deadline. Staff would like to restore this \$87,000 to the contract's main task so that the contract funding appropriated to the main task does not fall short.

- Staff would like to add additional contract funds of \$121,380 to the Agreement's not to exceed amount in order to allow for other future contract changes, namely any additional unanticipated work that may be mandated by the Water Board. This will allow staff to easily add additional tasks to the contract and meet any mandated deadlines imposed by the Water Board.
- In total, staff is seeking to amend the contract by \$330,880. A breakdown of how this money will be used is as follows:

Work Description	Estimated Cost
Work Plan due to the Water Board by December 1, 2016	\$ 22,500
Implementation of the work described in the Work Plan	\$100,000
Replenishing contract's main task for routine Monitoring, Sampling, and Reporting Services	\$ 87,000
Additional contract funding built into the Agreement in the event other future contract changes are needed, including any additional unanticipated work mandated by the Water Board	\$121,380
TOTAL	\$330,880

The purpose of amending the contract is for staff to be prepared in the event the Water Board adds any new monitoring, testing, or reporting objectives. In these situations, the Water Board does not typically give extensions to mandated deadlines unless there are overwhelming and unavoidable mitigating circumstances. If the County is not able to meet a required deadline, the County may be found out of compliance. If found out of compliance, the County may be subject to costly fines, or be required to perform more rigorous additional work. As such, it is imperative that there are sufficient funds available on the contract in the event that the Water Board mandates new or modified groundwater monitoring objectives. Staff must be prepared to act quickly by having contract funds available in order to avoid the more costly alternative of being found out of compliance.

POLICY ISSUE:

The Fink Road Landfill is regulated by the Central Valley Regional Water Quality Control Board, an agency of the State of California, under Waste Discharge Requirements (WDRs) Order R5-2008-0144. The WDRs mandate the prevention of and monitoring for discharges of pollutants to groundwater from the Fink Road Landfill.

FISCAL IMPACT:

The Agreement currently has a not to exceed amount of \$1,156,851. This Amendment No. 6 to the Agreement increases the contract by \$330,880 for additional professional consultant services. Additionally, a contingency amount of \$33,088 has been added, for a total not to

Approval of Amendment No. 6 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

exceed amount of \$1,520,819. Sufficient appropriations exist in the Fiscal Year 2016-2017 Adopted Final Budget for Environmental Resources Fink Road Landfill budget to cover the cost of this proposed Amendment.

\$ Cost of recommended action: Source(s) of Funding:

Fink Road Landfill Fund Balance

Funding Total:

Net Cost to County General Fund

Fiscal Year:

Budget Adjustment/Appropriations needed:

Fund Balance as of September 30, 2016

Fink Road Landfill

\$ 29,830,392

2016/2017

No

363,968

\$

\$

\$

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support 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 environmental and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACT:

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

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources

Telephone: (209) 525-6770

ATTACHMENT(S):

A. Amendment No. 6 to the Professional Design Services Master Agreement

363,968

363,968

Attachment A



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 6

This Amendment 6 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 November 1 , 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, 3, 4, and 5 increased the not to exceed amount of the Master Agreement to \$1,156,851; and

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

WHEREAS, the Regional Water Quality Control Board (RWQCB) has required additional work, and the County has a need to increase the not to exceed amount in Paragraph 3 – Compensation and Billing, Section 3.1 by \$330,880 to allow for new well sampling and analysis costs, a new Work Plan to determine the source of VOC impacts, and the upcoming implementation of the Work Plan; and

WHEREAS, this increase also allows for future contract changes, including any additional unanticipated work that may be required by the RWQCB; 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, Four Hundred Eighty-Seven Thousand, Seven Hundred Thirty-One Dollars (\$1,487,731.00) 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.

SCS ENGINEERS INC.

Date:____

Pat S. Sullivan, CPP Senior Vice President

9-15-16

"Consultant"

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

COUNTY OF STANISLAUS
By: Dick Monteith
Chair of The Board of Supervisors
Date: 11-1-2016
"County"
ATTEST: Elizabeth A. King Clerk of the Board of Supervisors of the County of Stanislaus, State of California
By: Matricia Mongel Deputy Clerk
Date: ///01/ 2016
APPROVED AS TO CONTENT: Department of Environmental Resources By: Jami Aggers
Date: 9/16/16
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

PROJECT AUTHORIZATION For

Cell 6 Well Abandonment and Replacement for the Fink Road Landfill

Project Number 17-002AR-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 services related to abandonment of two (2) existing monitoring wells to make way for construction of LF-2 Cell 6, and replacement of one (1) monitoring well, at the Fink Road Landfill. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

1. Task 1 – Preparation of Monitoring Wells Abandonment/Replacement Work Plan

Consultant shall prepare plans and specifications for abandoning monitoring wells MW-9A and MW-28S/D, and replacement of these wells with a new monitoring well north of Cell 6. These plans and specifications shall be included in a Monitoring Well Abandonment/Installation Work Plan, which is required by RWQCB. The draft Work Plan shall be provided to the County for review and comment. Once comments are received, Consultant shall prepare the final Work Plan and submit the Work Plan to RWQCB via Geotracker and email notification. Consultant shall follow up with the RWQCB on the status of the submittal no later than the 30 day point.

If necessary, Consultant will prepare a revised Work Plan after receiving comments from RWQCB.

2. Task 2 – Preparation of Monitoring Well Abandonment/Replacement Bid Items

Using the plans developed in Task 1, Consultant shall prepare plans, specifications and an engineer's estimate for abandonment of existing monitoring wells MW-9A and MW-28S/D, and the construction of a new monitoring well to the north of Cell 6, for the purpose of obtaining drilling bids. Consultant shall prepare the plans, specifications and engineer's estimate in draft form for County review.

Consultant shall edit the plans and specifications, as appropriate, based on County comments, and provide final plans, specifications and engineer's estimate to the County.

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.

The County will be responsible for bidding the work and retaining a qualified driller to complete the well abandonment and replacement scope of work.

3. Task 3 – Provide Pre-Drilling Support and Permitting

Consultant shall provide support to the County, as needed, for the drilling contractor bidding. This may include review of bid documents prior to release by the County, and review of bids submitted for compliance with the plans and specifications.

Consultant shall obtain County drilling permits for both the well abandonments, and the new monitoring well installation.

Consultant shall coordinate with the County-selected driller regarding the schedule for drilling. Consultant shall also prepare a project-specific Health & Safety Plan (HSP).

4. Task 4 – Oversight of Monitoring Well Abandonments

Consultant shall provide a geologist to perform quality control oversight and documentation for abandonment of the existing monitoring wells. At the completion of this task, Consultant shall provide the County with a statement of acceptance of the well abandonments 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 C.

5. Task 5 – Oversight of Monitoring Well Installation

For the new monitoring well installation, Consultant shall provide a geologist to perform quality control oversight and documentation 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 installation 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 C.

6. Task 6 - Initial Well Sampling and Analysis

For the new monitoring well installed, Consultant shall provide sampling and analysis of the monitoring well for the constituents of concern listed in the Waste Discharge Requirements and Monitoring and Reporting Program #R5-2008-0144. Depending on when the new monitoring well is completed, this sampling and analysis event may be completed as part of ongoing quarterly monitoring, or as a separate event. If the routine quarterly monitoring is not scheduled within 30 days of the completion of the monitoring well, it will be sampled as a separate event.

7. Task 7 – Reporting

Consultant shall prepare a Monitoring Well Abandonment and Installation Report as required by RWQCB. The report shall contain documentation of the well abandonments, and the installation, development and testing of the new monitoring well.

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

8. Task 8 – 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.

9. ASSUMPTIONS AND CONDITIONS

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

- a. The County will provide a start-work authorization no later than March 1, 2017.
- b. County will provide timely review and comments on draft Plans, Specifications, Work Plans, and Reports.
- The RWQCB review and comment period for the Work Plan (Task 1) will be 30 days from submittal.
- d. The County will retain a drilling contractor to complete the well abandonments, and drilling, installation, and development of the new monitoring well.
- e. The County will supply a County surveyor, or retain a surveyor, to provide surveying data of the completed well 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.
- f. County well permits, and any other drilling clearances needed, will be available in a timely manner so as to not delay the start of planned drilling operations.
- g. Any fees for County well permits will be paid by the County directly.
- h. Time for oversight of well drilling and construction will be prevailing wage.
- i. Estimated time for oversight of drilling, abandonment, and well installation operations in the field is 44 hours, based on the Consultant's 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, including Consultant's cost estimate to complete the work if there will be additional fees. Consultant shall not perform any additional work until it is approved by the County through a written amendment to this Project Authorization.

C. Prevailing Wage

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to

pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

D. 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 March 1, 2017, Consultant shall proceed with all tasks in a timely manner. *Exhibit 1* shows the anticipated time lines for the tasks included in the project.

E. Project Authorization Period

Services shall commence on **March 1, 2017**, or upon the signing of the Agreement (whichever is first), and end **July 31, 2017**, or when the project is completed.

F. 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"- Fee Schedule, 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 shall be **Thirty Nine Thousand**, **Eight Hundred Seventy-Eight Dollars** (\$39,878.00).
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in *Exhibit 2*.

<u>Task</u>	<u>Fee</u> <u>Estimate</u>
Task 1 – Preparation of Work Plan	\$ 4,590
Task 2 – Preparation of Bid Items	\$ 2,520
Task 3 – Pre-Drilling Support and Permitting	\$ 3,400
Task 4 – Oversight of Monitoring Well Abandonments	\$5,350
Task 5 – Oversight of Monitoring Well Installation	\$6,750
Task 6 – Initial Well Sampling/Analysis	\$2,811
Task 7 – Reporting	\$6,824
Task 8 – Agency Response, Meetings, Project Management	<u>\$7,633</u>
TOTAL	\$39,878

1.3 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"* – *Fee Schedule*.

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. The County shall pay the Consultant 30 days after approval of the invoice. Invoices shall be mailed or delivered to the Department indicated below.

The remit to address is:

Stanislaus County
Department of Environmental Resources Landfill
Attention: Accounting (A101112AR PA 17-002AR)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

I. Counterparts

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

J. Professional Services

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

IN WITNESS WHEREOF, the parties have executed this Project No. 17-002AR on March 7, 2017.

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, MC. A 7 /7 /

Ву:

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

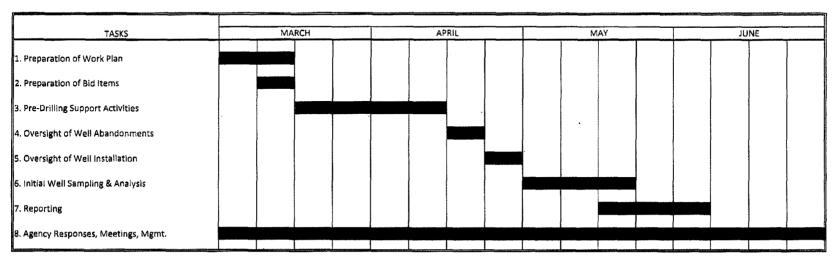
APPROVED AS TO FORM:

John P. Doering County County

AV.

Amanda DeHart Deputy County Counsel

EXHIBIT 1
TASK IMPLEMENTATION SCHEDULE
CELL 6 WELL ABANDONMENTS, INSTALLATION AND REPORTING



Assumes Notice-to-Proceed by March 1, 2017.

EXHIBIT 2 COST ESTIMATE CELL 6 WELL ABANDONMENTS, INSTALLATION AND REPORTING

					Hou	rs by Task					
SCS PERSONNEL			3			6		E	TOTALS	Rate, \$/hr	А
SCS Engineers											
Principal	2	2	0	0	0	0	2	2	8	\$275	\$
Senior Technical Mgr.	6	4	4	2	2	2	8	24	52	\$225	\$1
Project Professional	16	4	16	1 0	0	0	24	8	68	\$135	\$
Construction Inspector (PW)	0	0	0	20	24	0	0	0	44	\$230	\$1
Drafterperson	4	4	2	0	0	0	8	0	18	\$95	\$
Admin/Secretarial	2	2	2	0	0	0	4	2	12	\$75	
SCSField Services										1	
Project Manager	0	0	0	0	0	1	0	2	3	\$190	
Project Professional	0	0	0	0	0	0	0	0	0	\$130	
Senior Technician	0	0	0	0	0	4	2	0	6	\$87	
Technician	0	0	0	0	0	0	0	0	0	\$75	
Project Administrator	0	0	0	0	0	1	0	1	2	\$73	
Total Personnel (Hours):	30	16	24	22	26	8	48	39	174		
Total Personnel Per Task (\$)		\$2,520,00	\$3,400,00	\$5,050.00	\$5,970.00	\$1,061,00	\$6,824.00	\$7,633,00	\$37,048.00	Total, SCS Personnel:	\$3
OTHER DIRECT COSTS (ODC)											۸
OTHER DIRECT COSTS (ODC;	0.00	0.00	0.00	0.00	0.00	1,200.00	0.00	0,00	1,200.00		
BÇ Labs Misc materials	0.00 0.00	0.00	0.00	0.00 0.00	0.00	1,200.00 0.00	0.00 0.00	0.00	1,200.00 0,00		
BÇ Labs										Subtotal ODC:	\$
BÇ Labs Misc materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Subtotal ODC: Admin 10.0%	\$
BC Labs Misc materials Subtotal ODC (\$):	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00	0.00 1,200.00	0.00 0.00	00.0	0.00 1,200.00		\$
BC Labs Misc materials Subtotal ODC (\$): Administration @ 10%	0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 100.00	0.00 0.00 0.00 100.00	0.00 1,200.00 120.00 100.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0,00 1,200.00 120.00 300.00	Admin 10 (%)	\$
BC Labs Misc materials Subtotal ODC (\$): Administration @ 10% Health and Safety	0.00 0.00 0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00 0.00	0.00 1,200,00 120,00	0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 1,200.00 120.00	Admin 10 0%	\$
BC Labs Misc materials Subtotal ODC (\$): Administration @ 10% Health and Safety Perdiern/Travel*	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 100.00 0.00	0.00 0.00 0.00 100.00 300.00	0.00 1,200.00 120.00 100.00 100.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0,00 1,200.00 120.00 300.00 400.00	Admin 10 0% H und S Hatel/Perdiem	\$

^{1.} Preparation of Work Plan

(PW) = Prevailing Wage for Well Construction Oversight

*All Travel shall be reimbursed in accordance with the County's current Travel Policy.

^{2.} Preparation of Bid Items

^{3.} Pre-Drilling Support

^{4.} Oversight - Well Abandonment
5. Oversight - Well Installation

^{6.} Initial Well Sampling & Analysis

^{7.} Reporting

^{8.} Agency Responses, Meetings, Mgmt.



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C, Modesto, CA 95358

Phone: (209) 525-6770 Fax: (209) 525-6773

PROJECT AUTHORIZATION For

5 Year Permit Review for the Fink Road Landfill

Project Number 17-001AR-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 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 a five (5) year permit review for the Fink Road Landfill (Site). Consultant's review shall follow Title 27 requirements and shall consider changes during the past five years that affect the existing permit documents. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

1. Task 1 - Information Review

Consultant shall conduct a site visit and shall review all available material for the Site, including the existing Joint Technical Document (JTD), Preliminary Closure and Post-Closure Maintenance Plan (PCPMP), and Solid Waste Facility Permit (SWFP) documents. During this phase, Consultant shall become familiar with any site issues, any pending permit matters from the last permit review, and any pending items that will need to be completed in order to complete this project.

Consultant prefers the most recent documents and appendices be provided electronically and in an editable format. If not available, Consultant shall convert PDF documents into an editable writable format and shall make accommodations if necessary.

2. Task 2 - Update Joint Technical Document

Because the Site is a fully permitted landfill, the JTD is the required Report of Facility Information (RFI). A JTD includes both a Report of Disposal Site Information (RDSI) and Report of Waste

Discharge (ROWD). Consultant shall review the current version with Site staff to gain a full understanding of the changes to the site that will warrant an update to the JTD.

Consultant shall update the 2017 JTD, based on Consultant's review of the January 1, 2015 version and Consultant's understanding of the modifications necessary. Any new studies completed by others after the dates of these documents shall also be reviewed. If questions and/or conflicts in data appear to be present in any of the existing documents, Consultant shall attempt to resolve these questions/conflicts.

An update of the remaining site life and capacity has been performed in 2016 based on a new aerial survey data for the site and a comparison of proposed final grades.

Consultant shall incorporate any revisions to the site descriptions and conditions into the JTD. This shall include text descriptions and supporting tabular or graphical data to support the descriptions. Special attention shall be paid to how these factors may be related to regulatory compliance for the site.

One hardcopy and a PDF document of the draft document shall be submitted to County for review. County comments shall be incorporated as appropriate and one final hard copy shall be provided for each regulatory agency. Consultant estimates that one round of formal comments will be necessary to finalize the document. After regulatory approval, the finalized JTD shall be provided in four hardcopies. The digital version of the final JTD shall be included on the project CD, which shall be provided to the County along with other documents at the close of the project.

Assumptions:

Information on topography, existing boundaries, and utilities at each site shall be made available to Consultant.

Field investigations (seismic refraction, exploratory test pits, exploratory borings, or cover assessments) for purpose of delineating waste boundaries are excluded.

3. Task 3 – Amend the Preliminary Closure/Post-Closure Maintenance Plan (PCPMP)

Consultant shall amend the 2013 PCPMP and closure costs related to the 5-year permit review process, as necessary. Consultant has the resources and experience to prepare the PCPMP update as required by the regulatory agencies. Consultant shall proceed as outlined below:

- 3.1. Review existing PCPMP and cost estimates, closure funding provisions, operating plans, and long-term disposal needs;
- 3.2. Review background documents and consult with County regarding planned closure capital improvements, site end uses, or post-closure maintenance programs.
- 3.3. Review and compile all necessary support documents hydrology studies, soil balance, and borrow source evaluations and reports, including soil loss calculations, etc.;
- 3.4. Review closure cost estimates for capital improvements (site security, structure removal, grading and drainage, final cover, landfill gas, and other environmental monitoring and control systems) and post-closure monitoring and maintenance.
- 3.5. Revise the 2017 PCPMP text to reflect recent changes (grade changes, filling plans, site life estimates, WDR monitoring provisions, and other items) and to meet CCR Title 27 requirements.

One hardcopy and a PDF document of the draft PCPMP amendments with Report of Facility Information (RFI's) shall be submitted to County for review, and one final hardcopy shall be provided for each regulatory agency. Consultant estimates that one round of formal comments shall be necessary to finalize the document. After regulatory approval, the finalized PCPMP shall be provided in four hard copies. A digital version of the PCPMP shall be included on the project CD, which shall be provided at the close of the project.

Assumptions:

Information on waste cell design, and landfill gas monitoring results shall be made available to Consultant.

Existing information shall be sufficient for permitting and closure planning purposes. Field investigations of physical properties of soil cover or borrow areas, or geotechnical slope stability evaluations are excluded.

4. Task 4 - Review Corrective Action Cost Estimates

Title 27, California Code of Regulations (27 CCR) requires that landfill owners demonstrate financial assurance to undertake corrective actions for water release and reasonably foreseeable releases from the landfill. Consultant shall review the cost estimate required by the Regional Water Quality Control Board (RWQCB), including the components and their related assumptions.

5. Task 5 - Complete Application

Consultant shall complete the permit review application form and shall assemble the required supporting documentation. This application packet shall then be submitted to the pertinent regulatory agencies for review.

The contents of the application packet shall include the following:

Cover letter;

Summary of project and/or proposed changes;

List of attached and/or previously submitted documents with dates;

Owner/operator certification;

Attached complete and signed application form and supporting documents, and Copy to other agencies as required (including local land use planning agency).

6. Task 6 - Meetings, Project Management, and Agency Interaction

Critical to this project is clear communication. To complete the application as quickly as possible, meetings and communications shall be integrated with the accomplishment of tasks. Consultant shall attend one kick-off meeting and an additional in-person meeting with County and/or regulatory agencies, and shall allot time throughout the project for phone and e-mail communication and clarification of issues, planning, and comments from agency review. An initial kick-off meeting with County shall occur at the beginning of the project. Weekly project status reports and budget balances shall be provided by Consultant.

Consultant shall address, follow-up, and respond to all regulatory agency comments on agency submitted documents. One round of comments by the regulatory agencies are included in this Project Authorization. Time to modify the deliverables, based on the regulator's comments, is included in specific tasks. County shall be responsible for all Permit fees.

C. Schedule

Consultant estimates that the above scope of work will take six (6) weeks from receipt of the 2016

topographic map. Consultant anticipates one (1) week for County review and one additional week to prepare the final documents considering review comments.

<u>Task</u>	Completion (Week)
Task 1 – Site Visit and Review Information	1
Task 2 – Update Joint Technical Document	3
Task 3 – Amend Preliminary Closure Plan	3
Task 4 – Review Corrective Action Cost Estimates	3
Task 5 – Complete Renewal Application	4
Task 6 – Meetings, Project Management, and Agency Interaction	6

D. Project Authorization Period

Services shall commence on **January 26, 2017**, or upon the signing of the Agreement (whichever is first), and end **May 1, 2017**, or when the project is completed.

E. 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"- Fee Schedule, 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 **Sixteen Thousand Nine Hundred Ninety-Five Dollars (\$16,995.00)**.
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in Exhibit 1.

<u>Task</u>	<u>Fee Estimate</u>
Task 1 – Site Visit and Review Information	\$2,485
Task 2 – Update Joint Technical Document	\$3,430
Task 3 – Amend Preliminary Closure Plan	\$2,500
Task 4 – Review Corrective Action Cost Estimates	\$1,515
Task 5 – Complete Renewal Application	\$1,515
Task 6 – Meetings, Project Management, and Agency Interaction	<u>\$5,550</u>

TOTAL \$16,995

1.3 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"* – *Fee Schedule*.

F. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice.

- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. 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 17-001AR)
P.O. Box 86
Crows Landing, California 95313

G. Representatives

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

H. Counterparts

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

I. Professional Services

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

IN WITNESS WHEREOF, the parties have executed this Project No. 17-001AR-SM on <u>January</u> 31, 2017

[Signatures appear on next page]

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers

"County"

APPROVED AS TO FORM:

John P. Doering County County

Ву:

Amanda DeHart

Deputy County Counsel

STEARNS, CONRAD & SCHMIDT CONSULTING

ENGINEERS INC.

By:

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

Exhibit 1

5-Year Permit Review Fink Road Landfill, Stanislaus County

			}						
SCS PERSONNEL	1	2	3	4	5	6	TOTALS	Rate, \$/hr	Amount, \$
SCS Engineers									
Senior Technical Manager	9	8	6	4	4	16	47	\$225	\$10,575
Project Professional	2	8	6	4	4	10	34	\$135	\$4,590
Draft person	2	5	2	. 0	0	2	11	\$95	\$1,045
Admin/Secretarial	0	1	2	1	1	2	7	\$75	\$525
Total Personnel (Hours):	13	22	16	9	9	30	99		
Total Personnel Per Task (\$)	\$2,485	\$3,430	\$2,500	\$1,515	\$1,515	\$5,290	\$16,735	SUBTOTAL SCS PERSONNEL	\$16,735
OTHER DIRECT COSTS (OD)C)								Amount, \$
Vehicle*	0	0	0	0	0	\$260	\$260		\$260
Subtotal ODC (\$)	0	0	0	0	0	\$260	\$260	SUBTOTAL ODC	\$260
Total Cost per Task (\$)	\$2,485	\$3,430	\$2,500	\$1,515	\$1,515	\$5,550	\$16,995	TOTAL BUDGET ALLOCATION	\$16,995

^{*}All travel shall be reimbursed in accordance with the County's current Travel Policy

Task 1 – Site Visit and Review Information

Task 2 - Update Joint Technical Document

Task 3 – Amend Preliminary Closure Plan

Task 4 – Review Corrective Action Cost Estimates

Task 5 - Complete Renewal Application

Task 6 – Meetings, Project Management, and Agency Interaction



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C, Modesto, CA 95358

Phone: (209) 525-6770 Fax: (209) 525-6773

PROJECT AUTHORIZATION For

Preparation of Storm Water/Leachate Management Plan for the Fink Road Landfill Project Number 17-003AR-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 preparing a storm water/leachate management plan. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

A site inspection conducted by RWQCB on April 11, 2017 resulted in several observed facility operational violations as described in the RWQCB letter of April 26, 2017. One of the noted violations was discharge of leachate to a ponded water area within LF-2 Cell 5. As a result, RWQCB has ordered that a Storm Water/Leachate Management Plan be developed for the LF-2 and LF-3 units, for the 2017/2018 winter season. This Plan is to be submitted to RWQCB on or before July 31, 2017.

1. Task 1 – Preparation of Storm Water/Leachate Management Plan

To collect necessary data to support the plan preparation, Consultant shall conduct a one-day site visit to identify areas to be addressed in the plan, meet with County staff regarding possible operational procedures to be implemented, and document current site conditions. Consultant shall coordinate with County staff to determine an acceptable date for this site visit.

Consultant shall prepare a Storm Water/Leachate Management Plan for landfill LF-2 and LF-3 active cells that will provide the following information and protective measures:

- a. Show the locations of winter pads;
- b. Show controls for run-on and run-off management;
- c. Describe methods for separating leachate and storm water in each active cells; and
- d. Describe method(s) of collecting contact water associated with leachate seeps and the active

face in LF-2, including proper handling/disposal.

The plan shall include written descriptions of the above protection measures as well as figures that show specific features of the measures. The plan shall be separate and in addition to the existing Storm Water Pollution Prevention Plan (SWPPP).

Consultant shall provide a draft report for County review by July 15, 2017, and shall finalize the report for submittal to the RWQCB by July 31, 2017.

2. ASSUMPTIONS AND CONDITIONS

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

- a. County shall provide a start-work authorization no later than June 16, 2017.
- b. County staff shall be available for the one-day site visit no later than June 30, 2017.
- c. County shall provide timely review and comments on the draft Plan.

C. Schedule

The estimated schedule given in Exhibit 1 is based on assumptions as to when the County will issue the Project Authorization, and availability of County staff to meet with Consultant's personnel on site.

Assuming authorization to proceed is provided by the County no later than June 16, 2017, Consultant shall proceed with all activities in a timely manner. Exhibit 1 shows the anticipated time lines for the tasks included in the project.

D. Project Authorization Period

Services shall commence on **June 16, 2017**, or upon the signing of the Agreement (whichever is first), and end **July 31, 2017**, or when the project is completed.

E. 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"- Fee Schedule, 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 shall be **Six Thousand Dollars** (\$6,000.00).
- 1.2 Invoices submitted for payment under this Project Authorization shall be in accordance with Exhibit "2" to this Project Authorization and the *Amended and Restated Master Agreement Exhibit "C" Fee Schedule*.

F. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. 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 Division
Attention: Accounting (A101112AR PA 17-003AR)
P.O. Box 86
Crows Landing, California 95313

G. Representatives

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

H. Counterparts

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

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. 17-003AR on Tune 20, 2017.

[Signatures appear on next page]

COUNTY OF STANISLAUS

Department of Ehwironmental Resources

Jan Aggers Director

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, MC.

By:

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

"County"

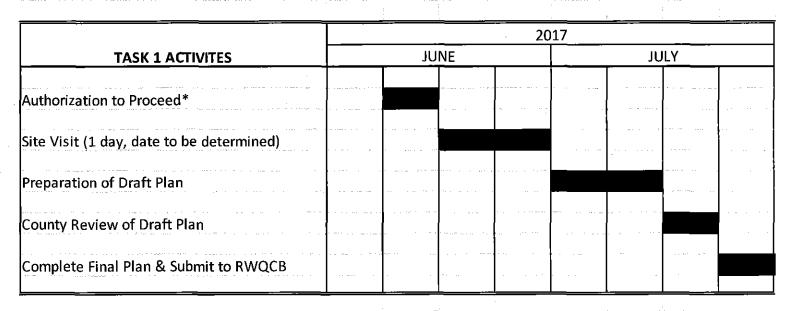
APPROVED AS TO FORM: John P. Doering County Counsel

Ву:

Amanda DeHart

Deputy County Counsel

EXHIBIT 1 IMPLEMENTATION SCHEDULE PREPARATION OF STORM WATER/LEACHATE MANAGEMENT PLAN



^{*} Assumes Notice-to-Proceed by June 16, 2017.

EXHIBIT 2 COST ESTIMATE

PREPARATION OF STORM WATER/LEACHATE MANAGEMENT PLAN

		Hours by Task		
SCS PERSONNEL	1	TOTALS	Rate, \$/hr	Amount, \$
SCS Engineers	f			
Principal	0	. 0	\$275	\$0.00
Project Drector	8	8	\$240	\$1,920.00
Sr. Project Professional	24	24	\$155	\$3,720.00
Project Professional	0	0	\$135	\$0.00
Drafterperson	0	0	\$95	\$0.00
Admin/Secretarial	3	3	\$75	\$225.00
SCSField Services				
Project Manager	0	0	\$190	\$0.00
Project Professional	0	0	\$130	\$0.00
Senior Technician	0	0	\$87	\$0.00
Technician	0	0	\$75	\$0.00
Project Administrator	<u> </u>	0	\$73	\$0.00
Total Personnel (Hours):	35	35		
Total Personnel Per Task (\$):	\$5,865.00	\$5,865.00	Total, SCS Personnel:	\$5,865.00
OTHER DIRECT COSTS (ODC)				Amount, \$
BC Labs	0.00	0.00		\$0.00
Misc materials	0.00	0.00		\$0.00
Subtotal ODC (\$):	0.00	0.00	Subtotal ODC:	\$0.00
Administration @ 10%	0.00	0.00	Admin. 10.0%	\$0.00
Health and Safety	20.00	20.00	H and S	\$20.00
Perdiem/Travel	15.00	15.00	Hotel/Perdiem	\$15.00
Trucks	100.00	100.00	Trucks	\$100.00
SCS Equipment	0.00	0.00	SCS Equipment	\$0.00
Total Cost per Task (\$):	6,000.00		TOTAL BUDGET ALLOCATION:	\$6,000.00

^{1.} Preparation of Storm Water/Leachate Management Plan



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C, Modesto, CA 95358

Phone: (209) 525-6770 Fax: (209) 525-6773

PROJECT AUTHORIZATION For

Landfill No. 2 Gas Collection and Control System for the Fink Road Landfill

Project Number 17-004AR-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* 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. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with services related to installation of landfill gas (LFG) wells and horizontal collectors in Landfill No. 2 at the Fink Road Landfill. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

The Fink Road Gas Collection and Control System (GCCS) plan for the Fink Road Landfill shows 33 new vertical extraction wells and 14 horizontal collectors within Cells 1 to 5, *Exhibit 1*. It should be anticipated that additional wells may be required by the Regional Water Quality Control Board (RWQCB) as part of the needed mitigation measures to control potential LFG migration near groundwater monitoring well MW-26.

The following Scope of Work, cost estimate and schedule include those activities needed to prepare design plans, specifications, and estimates (PS&Es) for these improvements.

1. Preparation of Plans, Specifications, and Estimate for Bids

- 1.1. Consultant shall prepare PS&Es for Landfill No. 2 improvements. The PS&E shall include the following:
 - a. Installation of 33 vertical extraction wells in Cells 1 through 4.
 - b. Installation of 14 horizontal collectors in Cell 5.
 - c. Connecting piping and header installation in the Landfill 2 area.
 - d. Evaluation of the existing flare capacity and connection of the improvements.

- 1.2. The drawing set shall include the following:
 - 1 Title Sheet with Site Location and Vicinity Maps
 - 2 Site Plan for Extraction Well Locations and Piping
 - 3 Sections and Details for Well Completions
 - 4 Well Completion Specifications and Special Requirements
 - 5 Condensate trap(s) plan, sections, and details.
- 1.3. Draft PS&Es shall be prepared for client review and comment. Consultant shall incorporate client comments as appropriate and shall prepare a final set of engineer stamped (signed and sealed) PS&Es for use in obtaining contractor bids. Consultant shall submit the finalized PS&E's to the RWQCB for approval.
- 1.4. Consultant shall provide a total of two (2) full size plan sets, and an electronic (PDF) plan set to the County as required for the County's bidding process.
- 1.5. Consultant shall provide the County a Material List, Bid Form, and Final PS&Es. The County shall assemble a bid package for competitive contractor bids including an Invitation to Bid, and issue the Bid Package to qualified contractors. Consultant shall answer contractor questions during the bidding process.

2. Assumptions

- 2.1. All well and horizontal collector locations shall be staked in the field by Consultant using GPS.
- 2.2. Consultant has included a maximum of 4 hours for supporting preparation of the Contractor Bid Package and answering questions.
- 2.3. Improvements shall include approximately 33 vertical wells, 3,200 feet of vertical drilling, 14 horizontal collectors at 3,400 linear feet, and 3,500 linear feet of lateral piping to the main header to the flare station. If Consultant's scope varies significantly, the fees in this proposal may be affected.

C. Schedule

Our schedule is based on the assumption that the County will issue the Project Authorization by August 30. The 70 percent PS&Es shall be submitted to the County for review on September 20. Nine days shall be available for County review and for Consultant to finalize the PS&Es for submittal to RWQCB by September 29, 2017.

D. Project Authorization Period

Services shall commence on **August 30, 2017**, or upon the signing of the Agreement (whichever is first), and end **December 31, 2017**, or when the project is completed.

E. 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"- Fee Schedule, 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 shall be **Twenty-Nine Thousand**, **Two Hundred Seventy Dollars** (\$29,270.00).
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in *Exhibit 2*.

<u>Task</u> <u>Fee Estimate</u>

Prepare PS&Es for GCCS 2017

\$29,270

TOTAL \$29,270

1.3 Invoices submitted for payment under this Project Authorization shall be in accordance with **Exhibit 2** to this Project Authorization and the **Amended and Restated Master Agreement Exhibit "C"** – **Fee Schedule**.

F. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. 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 17-004AR)
P.O. Box 86
Crows Landing, California 95313

G. Representatives

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

H. Counterparts

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

I. Professional Services

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

By:

IN WITNESS WHEREOF, the parties have executed this Project No. PA 17-004AR on

COUNTY OF STANISLAUS

Department of Environmental Resources

By:

Jami Aggers

"County"

APPROVED AS TO FORM:

John P. Doering County Coupsel.

By:

Amanda DeHart

Deputy County Counsel

STEARNS, CONRAD & SCHMIDT CONSULTING

ENGINEERS, INC.

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

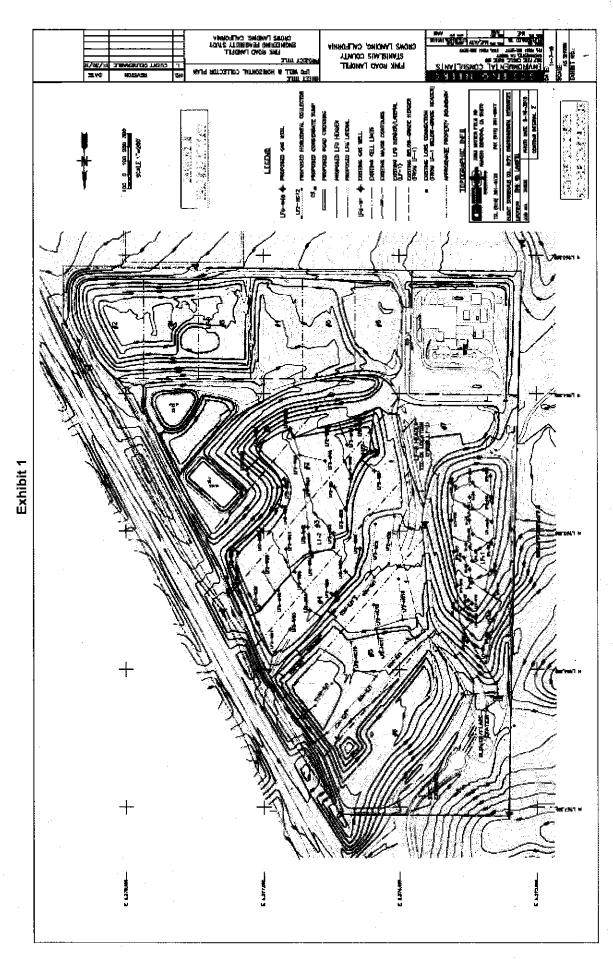


Exhibit 2
PROJECT AUTHORIZATION DETAILED FEE SCHEDULE

	LABOR C	OST	
SCS Personnel	Hours	Rate, \$/hour	Total Amount, \$
SCS Engineers			
Principal	4	\$275	\$1,100
Senior Technical Manager	20	\$225	\$4,500
Project Professional	32	\$135	\$4,320
Staff Professional	81	\$125	\$10,125
Draftperson	80	\$95	\$7,600
Admin/Secretarial	19	\$75	\$1,425
Total Personnel (Hours)	236		
Total Labor Cost			\$29,070
OTHER	R DIRECT C	OSTS (ODC)	
Trucks	·	\$200	\$200
Total ODC			\$200
Total Budget Allocation			\$29,270



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 13-002AR-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 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 six months; 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 **June 30**, **2018**, or until all work on Amended and Rested Project Authorization is completed, unless sooner terminated."

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 3 to the Amended and Restated Project Authorization Number 13-002AR-SMG on SOFCM See 29, 2017.

[Signatures appear on next page].

COUNTY OF STANISLAUS

Department of Environmental Resources

Rv

Jami Apgers Director

"County"

APPROVED AS TO FORM:

John P. Doering County Counsel

By:

Amanda DeHart

Deputy County Counsel

STEARNS, CONRAD & SCHMIDT CONSULTING

ENGINEERS, INC.

By:

Pat S. Sullivan, CPP Senior Vice President

"Consultant"



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. 5 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 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 six months; and

WHEREAS, the County has a need to increase this Project Authorization by \$122,674, to allow service to continue for an additional six months; 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 C – Project Authorization Period is amended as follows:

"Services shall commence on or about **January 1, 2013**, and continue until **June 30, 2018**, or until all work on Amended and Restated Project Authorization is completed, unless sooner terminated."

B. Section F – Compensation, item 1.4 is amended as follows:

"PROJECT TOTAL NOT TO EXCEED AMOUNT: Eight Hundred Fifty-Four Thousand, Four Hundred Sixty-Seven Dollars (\$854,467.00)."

- C. Section F- Compensation, item 1.5 is amended to add the following:
 - "1.5.5. \$122,674 for an additional six months of basic contract services."
- D. Attachment A Fee Schedule, is amended to include the attached fee schedule for January 1, 2018 June 30, 2018.
- E. Except as stated herein, all other terms and conditions of this Project Authorization remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 5 to the Amended and Restated Project Authorization Number 13-001AR-SMG on September 29, 2017.

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

Ву:

Pat S. Stillvan, CPP Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering County Counsel

ву: __

Amanda DeHart

Deputy County Counsel

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

JANUARY 1, 2018 - JUNE 30, 2018

	-																				
									A O O O U O U	IRS PER TA	I CIV								_		
SCS PERSONNEL	-									.2.1 Scope											
	TASKa	TASK	TASK d	TASK q	TASK b	TASKI	TASKI	TASK k	TASKI	TASK m		TASK o	TASK q	TASK r	TASKs	TASK	TASKu	TASK v	LABOR	Rate, S/hr	Amount, \$
ENGINEERING	THOILE	TACIT 5	I MOIL G	. Addit g	HAGIT	TA:OIT	indic,	I AGIT K	/AGIT	TAUK III	mo.t.	I Acit c	TAON 9	IXON	INGAE	Holtt	IAGIT	THO K	TOTALS	Trotte, wifit	-inioant, o
Principal			-		<u> </u>				1	1		2						-	- ∡	\$275	\$1,100
Project Director				<u> </u>															i	\$240	\$0
Senior Technical Mgr.		4			18	3		ļ					2	12	12	20		36	107	\$225	\$24,075
Certified Industrial Hygenist						33			2	6		4	4			4	-		- 8 49	\$175 \$155	\$1,400 \$7,595
Senior Project Professional Profect Professional	-	12		2	82	33				48		32	10	15		20			221	\$135	\$29,835
Staff Professional									12	!!			'	'-				 	12	\$112	\$1,344
Senior Engineering Technician																10			10	\$100	\$1,000
Project Administrator																- 40		-	0	\$90	\$0
Drafter Administrative/Secretarial					9 18	2			1	,		1				10 10			19 33	\$95 \$75	\$1,805 \$2,475
FIELD SERVICES		i .							<u> </u>	<u> </u>									1 55	979	92,413
Regional Manager	1	1	1				2										2] 7	\$230	\$1,610
Project Manager	2	2	2	1			- 6	2	. 1 .							4	4		26	\$190	\$4,845
Senior Project Professional																			0	\$175	\$0
Senior Superintendent Project Professional	2	4	4	2			R	. 2	1							4	2		0 29	\$140 \$130	\$0 \$3,770
Project Coordinator		-	-													- *			1 2 7	\$100	\$0,770
Senior Technician	32	40	16						4							16	12		120	\$87	\$10,440
Technician							138	8											146	\$75	\$10,950
Project Administrator	2	2	2	1			4	2	1								2		15	\$73	\$1,095
Secretarial																2			2 0	\$60	\$120
Total Personnel (Hours):	39	65	25	5	127	38	160	14	23	56	0	39	16	27	12	104	22	36	TOTAL LABOR:		\$103,459
Total Following (Follow).		- 50			12.1		100	.,					. :					L			4100,100
OTHER DIRECT COSTS (ODC)															į						Amount. S
										İ											
Reimbursables																					
Water Level Indicator	\$50 \$120	\$150 \$400	\$50 \$120	\$13												\$600 \$1,600			4		\$863 \$2,240
Submersible Pump Controller Horiba Water Quality Meter	\$120	\$300	\$120		' —				-							\$1,600			1		\$2,240 \$1,740
Power Generalor/Inverter	ψ ZU	\$300	¥120													- \$1,200			1		\$1,500
GEM and Other Instruments							\$1,100										\$185		1		\$1,285
Expendable Sampling Supplies	\$40	\$100	\$100	-						L						\$200]		\$440
Miscellaneous ODCs	\$75	\$75	\$75		L				\$20	\$13		\$40				\$150			4 .		\$448
Safety Equipment	\$40 \$445	\$40 \$1,365	\$40 \$505	\$13	\$0	\$ 0	\$1,100	50	\$20	\$13	50	\$40	- 50	\$0	\$0	\$80 \$5,030	\$185	\$0	Subtotal Reimburs	- ahioc	\$200 \$8.715
Subtotal Reimbursables Mark-up Reimbursables (0%)	\$445	\$1,365	\$505	\$13 \$0	\$0	\$0 \$0	\$1,100	\$0 \$0	\$20 \$0	\$13 \$0	\$0 \$0	\$40 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$5,030	\$100		Mark-up Reimburs		\$0.715 \$0
Total Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0 \$0	\$40	50	\$0	\$0	\$5,030	\$185		Total Reimbursabl		\$8.715
1																					
Subcontractors															04.000	64.000			4		60.000
Laboratory Costs - Air									-		_		<u> </u>	 	\$1,000 \$12,500	\$1,000 \$15,000	 	 	-		\$2,000 \$27,500
II I photology Coete Moter			i e						1						W12,300	\$10,000	\$8,500		1		\$8,500
Laboratory Costs - Water Best Environmental - Source Test										1	\$0	\$0	60	\$0	\$13,500	\$16,000	\$8,500	\$0	Total Subcontracto		\$38,000
Laboratory Costs - Water Best Environmental - Source Test Subtotal Subcontractors	 \$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0		φU	\$0	40							
Best Environmental - Source Test Subtetal Bubcontractors Administration @ 10% ODC (\$):	\$0	<u>\$0</u>	<u>\$0</u>	\$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$0	<u>\$0</u>	<u>\$0</u>	\$1,350	\$1,600	\$850	\$0	Admin. Subs (10%		\$3,800
Best Environmental - Source Test Subtotal Subcontractors																		\$0			
Best Environmental - Source Test Subtotal Subcontractors Administration @ 10% ODC (\$): Total Subcontractors	\$0 \$0	<u>\$0</u> \$0	<u>\$0</u> \$0	\$0 \$0	<u>\$0</u> \$0	<u>\$0</u> \$0	\$0 \$0	<u>\$0</u> \$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$0	<u>\$0</u>	<u>\$0</u>	\$1,350	\$1,600	\$850	\$0	Admin. Subs (10% Total Subcontracto): ors	\$3,800
Best Environmental - Source Test Subtotal Sub-ontractors Administration @ 10% ODC (\$): Total Subcontractors SCS Vehicle Fee	\$0 \$0 \$612	\$0 \$0 \$792	\$0 \$0 \$350	\$0 \$0 \$36	\$0 \$0 \$0	\$0 \$0 \$160	\$0 \$0 \$2,628	\$0 \$0 \$280	\$0 \$0 \$90	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0 \$45	\$0 \$0 \$50	\$1,350 \$14,850	\$1,600 \$17,600 \$500	\$850 \$9,350 \$286	\$0 \$0	Admin. Subs (10% Total Subcontracto Tool Truck/SCS Ve): ors	\$3,800 \$41,800 \$5,841
Best Environmental - Source Test Subtotal Subcontractors Administration @ 10% ODC (\$): Total Subcontractors	\$0 \$0	<u>\$0</u> \$0	<u>\$0</u> \$0	\$0 \$0	<u>\$0</u> \$0	<u>\$0</u> \$0	\$0 \$0	<u>\$0</u> \$0	\$0 \$0	<u>\$0</u>	<u>\$0</u>	\$0	\$0 \$0	\$0 \$0	\$1,350	\$1,600 \$17,600 \$500	\$850 \$9,350	\$0 \$0	Admin. Subs (10% Total Subcontracto): ors	\$3,800 \$41,800

Notes: See Section 1 for Task Assumptions

Taska; Leachate Monitoring

Task b: Groundwater Monitoring

Task d: Vadose Zone Monitoring

Task g: Resampling
Task h: Monitoring Reports
Task k: Monitoring Reports
Task k: NPDES Support
Task k: Surface Emissions Monitoring (SEM)

Task k: Leak Monitoring at the Blower Flare Station Task I: Non-Methane Organic Compound (NMOC) Testing Task m: EPA and LMR Greenhouse Gas Annual Reports

Task n: Source Testing and Methane Destruction Efficiency Testing
Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (COC)

Teek q: Health and Safety Plan

Task r: Regulatory Meetings Task s: Subcontractors/Labs

Task t: Emergency/Non-Rountine 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) 525-6700 Fax: (209) 525-6773

AMENDED AND RESTATED

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

AMENDMENT 7

This Amendment 7 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 September 1914.

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

WHEREAS, on March 31, 2014, the County Amended and Restated the Professional Design Services Master Agreement with Consultant to incorporate on an "as needed basis", Prevailing Wage Work for maintenance, surveying, construction oversight, repairs, non-routine service calls, and emergency services and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, The Master Agreement 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 six months, to allow the County time to complete a solicitation and award process for a new 5-year term Agreement; 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. The first extended term of this Agreement shall be for a period commencing upon January 1, 2016, and continuing until December 31, 2017. The second extended term of this Agreement shall be for a period commencing on **January 1**, **2018**, and continuing until **June 30**, **2018**, or until all work on each Project Authorization let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. In no case shall the renewal of this Agreement extend beyond **June 30**, **2018**."
- 2. Exhibit C Fee Schedule is amended to include the attached fee schedule for January 1, 2018 June 30, 2018.

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

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

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers Director

"County"

SCS ENGINEERS INC.

Pat S. Sullivan, CPP Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering County Counsel

Amanda DeHart

Deputy County Counsel

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

JANUARY 1, 2018 - JUNE 30, 2018

SCS PERSONNEL										IRS PER TA .2.1 Scope											
3C3 PERSONNEL												i							LABOR		
	TASKa	TASK b	TASKd	TASK g	TASK h	TASKI	TASKj	TASK k	TASKI	TASK m	TASK n	TASK	TASKq	TASK	TASKs	TASKI	TASK	TASK V	TOTALS	Rate, \$/hr	Amount, \$
ENGINEERING			· · ·							<u> </u>											
Principal									1	1		2							4	\$275	\$1,100
Project Director Sentor Technical Mgr.		4			18	3					-		2	12	12	20		36	0 107	\$240 \$225	\$0 \$24,075
Senior rechnical Mgr. Certified Industrial Hygenist		4			10	3							- 4	12	12	4	-	30	8	\$225 \$175	\$24,075 \$1,400
Senior Project Professional						33			2	6		4				4			49	\$1 5 5	\$7,595
Project Professional		12		2	62					48		32	10	15		20			221	\$135	\$29,835
Staff Professional									12										12	\$112	\$1,344
Senior Engineering Technician																10			10	\$100	\$1,000
Project Administrator														,		40			0	\$90 \$95	\$0
Drefter Administrative/Secretarial		 			9 18	2			1	1		1				10 10			19 33	\$95 \$75	\$1,805 \$2,475
FIELD SERVICES		-			10		-		- '-	 			-			. 10			33	aro	. 94,473
Regional Manager	1	1	1				2										2		7	\$230	\$1,610
Project Manager	2	2	2	1	t		2	2	1	-						4	4		26	\$190	\$4,845
Senior Project Professional		<u> </u>		T .				_									·		0	\$175	\$0
Senior Superintendent													L			L			ō	\$140	\$0
Project Professional	2	4	4	2			8	2	1							4	2		29	\$130	\$3,770
Project Coordinator																			0	\$100	\$0
Senior Technician	32	40	16				400	_	4							16	12		120	\$87	\$10,440
Technician		2	2	4			138 4	8 2	1								2		146 15	\$75 \$73	\$10,950 \$1,095
Project Administrator Secretarial	2			- ! -			4		 '							2 .			2	\$60	\$120
Occietaliai																			ة ٠	400	Ψικα
Total Personnel (Hours):	39	65	25	5	127	38	160	14	23	56	0	39	16	27	12	104	22	36	TOTAL LABOR:		\$103,459
,																				,	
OTHER DIRECT COSTS (ODC)																					Amount, S
OTHER BIRECT COSTS (ODC)																					Alliount, 5
Reimbursables																					
Water Level Indicator	\$50	\$150	\$50	\$13												\$600					\$863
Submersible Pump Controller	\$120	\$400	\$120													\$1,600					\$2,240
Horiba Water Quality Meter	\$120	\$300	\$120													\$1,200					\$1,740
Power Generator/Inverter		\$300														\$1,200	0.155		,		\$1,500
GEM and Other Instruments	\$40	6400	\$100	-			\$1,100									rann	\$185				\$1,285 \$440
Expendable Sampling Supplies Miscellaneous ODCs	\$75	\$100 \$75	\$100 \$75						\$20	\$13		\$40				\$200 \$150			1		\$440 \$448
Safety Equipment	\$40	\$4D	\$40		<u> </u>				920	, , , , , , , , , , , , , , , , , , , 		470				\$80		-			\$200
Subtotal Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	- 50	\$5,030	\$185	\$0	Subtotal Reimbu	rsables	\$8,715
Mark-up Reimbursables (0%)	\$0	\$0	\$0	50	<u>\$0</u>	<u>\$0</u>	50	\$0	50	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0		Mark-up Reimbu		\$0
Total Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	\$0	\$5,030	\$185	\$0	Total Reimbursa	bles	\$8.715
Subcontractors	<u>:</u>	L														-112					
Laboratory Costs - Air]				·		<u> </u>					\$1,000 \$12,500	\$1,000					\$2,000 \$27,500
Laboratory Costs - Water Best Environmental - Source Test		-		-					-						a1∠,500	\$15,000	\$8,500				\$27,500 \$8,500
Subtotal Subcontractors	\$0	\$0	\$0	\$0 .	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0	\$0	\$13,500	\$16,000	\$8,500	\$0	Total Subcontrac	ctors	\$38,000
Administration @ 10% ODC (\$):	\$0	\$0	\$0	<u>\$0</u>	<u>\$0</u>	\$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>50</u>	\$0	<u>\$0</u>	<u>\$0</u>	\$0	\$1,350	\$1,600	\$850		Admin. Subs (10		\$3,800
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,850	\$17,600	\$9,350		Total Subcontrac		\$41,800
SCS Vehicle Fee	\$612	\$792	\$360	\$36	\$0	\$160	\$2,628	\$280	\$90				\$45	\$50		\$500	\$288		Tool Truck/SCS	Vehicle:	\$5,841
Total Cont per Took (%):	\$4.857	\$9,433	\$3,533	\$710	\$17.325	\$6,100	\$17.390	\$1,666	\$2,855	\$7,773	S 0	\$5,605	\$2,545	\$4,775	\$17,550	\$37,142	\$12,457	\$8.100	ANNUAL TOTAL		S159.815
Total Cost per Task (\$):	\$4,007	ф э,433	\$3,003		911,323	φυ, τυυ	411,380	a 1,000	82,033	31,113	90	90,000	92,343	94,713	ψ j , co U	\$51,14Z	₩(£,40f	φυ, του	Services of the services		- 0199,013
																			With Optional Bo		\$161,813

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 it NPDES Support
Task J: Surface Emissions Monitoring (SEM)

Task k; Leak Monitoring at the Blower Flare Station

Task I: Non-Methane Organic Compound (NMDC) Testing Task m: EPA and LMR Greenhouse Gas Annual Reports

.ecn... cm and Long greenhouse Gas Annual Reports
Testin: Source Teeting and Methane Destruction Efficiency Testing
Testic: Tiller Semin-Annual Reports of Required Monitoring (RRM) and Annual Compiliance Certification (COC)
Testic: Tiller Semin-Annual Reports of Required Monitoring (RRM) and Annual Compiliance Certification (COC)

Task r: Regulatory Meetings
Task s: Subcontractors/Labs
Task t: Emergency/Non-Rountine Assignments, Fink*
Task u: T-V Flare Source Emissions Testing

Task v: Project Management, Wayne Pearce

Tasks c_i e, f_i i, p_i and s are not listed because elitier they are completed by County personnel or have an undefined scope.

"Task I 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

PROJECT AUTHORIZATION For

Preparation of Addendum to Joint Technical Document for the Fink Road Landfill Project Number 18-001AR-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 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 preparation of an Addendum to the Joint Technical Document (JTD) for disposal of Specified Risk Material (SRM) waste products at the Fink Road Landfill. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

Task 1 - Information Review and Site Visit

Consultant shall review information regarding acceptance of SRM waste products, at the Fink Road Landfill, from meat processing facilities in the County. Consultant's work shall include a site visit and discussions with staff to assess the long-term plans for acceptance of this waste.

Task 2 - Preparation of Addendum to JTD

Consultant shall prepare a written Addendum to the JTD for disposal of SRM waste products at the Fink Road Landfill. A draft of the Addendum shall be provided to the County for review and comment. A final Addendum shall be prepared incorporating appropriate comments and information provided by the County. Consultant shall respond to one set of comments from the agencies, not to exceed two (2) hours of labor.

ASSUMPTIONS AND CONDITIONS

Consultant's estimated fee schedule includes the following assumptions:

- a. Consultant shall prepare one draft copy of the Addendum for County review.
- b. Consultant shall prepare one final copy of the Addendum for County files and one for each regulatory agency for approvals.
- c. Consultant shall prepare one CD copy of the Addendum (including all tables, figures, CADD drawings, appendices, etc.) in both PDF and Microsoft Word formats.
- d. Budget includes one round of responses to regulatory agency comments.

C. Schedule

Consultant shall perform the requested work upon County's written notice to proceed. Consultant anticipates having a draft deliverable for County review within 3 weeks of notice to proceed. An additional week is anticipated to be needed to prepare the final Addendum upon Consultant's receipt of the County's review comments.

D. Project Authorization Period

Services shall commence on **February 1, 2018**, or upon the signing of the Agreement (whichever is first), and end **June 30, 2018**, or when the project is completed.

E. 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"- Fee Schedule, 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 **Four Thousand Dollars** (\$4,000.00).
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in Exhibit 1.

<u>Task</u>	<u>Fee Estimate</u>
Task 1 – Information Review and Site Visit	\$1,620
Task 2 – Prepare Draft and Final Addendum to JTD	\$2,380
	TOTAL \$4,000

1.3 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"* – *Fee Schedule*.

F. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include

but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

3. 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 Division
Attention: Accounting (A101112AR PA 18-001AR-SM)
P.O. Box 86
Crows Landing, California 95313

G. Representatives

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

H. Counterparts

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

I. Professional Services

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

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Project No. 18-001AR-SM on FCh(NO.), 2018.

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers

Director

"County

STEARNS, CONRAD & SCHMIDT CONSULTING

ENGINEERS INC

Ву:

Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering County Counsel

Bv· 🔨

Amanda DeHart

Deputy County Counsel

EXHIBIT 1

PROJECT AUTHORIZATION FEE SCHEDULE

	_	lours By T	ask	L	
SCS PERSONNEL	1	2	TOTAL	Rate, \$/hr	Amount, \$
SCS Engineers					
Project Manager	4	6	10	\$185	\$1,850
Senior Project Engineer	4	6	10	\$155	\$1,550
Drafter/AutoCAD		2	2	\$95	\$190
Clerical	2	2	4	\$75	\$300
Total Personnel (Hours):	10	16	26		<u> </u>
Total Personnel Per Task (\$)	\$1,510	\$2,380		SUBTOTAL SCS PERSONNEL	\$3,890
OTHER DIRECT COSTS (ODC)					Amount, \$
Travel Expense (vehicle)	\$110				
Subtotal ODC (\$)	\$110			SUBTOTAL ODC	\$110
Total Cost per Task (\$)	\$1,620	\$2,380		TOTAL BUDGET ALLOCATION	\$4,000

Task 1 – Review Information and Site Visit Task 2 – Prepare Addendum to JTD



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 8

This Amendment 8 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 Flocus 1. 2018.

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, Amendments numbered one (1) through seven (7) increased the not to exceed amount of the Master Agreement to \$1,487,731; and

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

WHEREAS, the Stanislaus County Board of Supervisors has approved the Director of Environmental Resources to sign amendments to this agreement in an amount not to exceed \$1,520,819, (Board number *B-5 2016-548); and

WHEREAS, the County has a need to increase the not to exceed amount in Paragraph 3 – Compensation and Billing, Section 3.1 by \$33,088, to allow for future contract changes, including any additional unanticipated work that may be required by the Regional Water Quality Control Board (RWQCB); and

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

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

- 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, Five Hundred Twenty Thousand, Eight Hundred Nineteen Dollars (\$1,520,819.00) 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

"County"

SCS ENGINEERS INC.

Pat S. Sullivan, Cl

Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering County Counsel

Ja‡mi Aggers

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

PROJECT AUTHORIZATION For

Proposal for Environmental Investigation in Area of MW-20 and MW-23 for the Fink Road Landfill Project Number 17-005AR-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. Background

In a letter from Regional Water Quality Control Board (RWQCB) dated September 9, 2016, RWQCB requested:

Additionally, the Discharger shall submit a work plan, by 1 December 2016, that contains a proposal to determine the source of VOC impacts to groundwater in wells MW-20 and MW-23, as well as to define the extent of VOCs in groundwater. The work plan shall also address the source and define the extent of the increasing inorganic concentration trends in wells MW-17, MW-20, MW-21 and MW-23.

In response, SCS prepared the MW-20 and MW-23 Investigation Work Plan, Fink Road Landfill, Stanislaus County, California, which was submitted to RWQCB on December 1, 2016.

On August 8, 2017, RWQCB provided comments on several reports and plans, including the December 1, 2016 Work Plan. In that letter, RWQCB generally approved the investigation approach, but required that the proposed temporary borings be completed as permanent wells for both landfill gas (LFG) and groundwater monitoring. The August 8 letter required that by September 15, 2017, a Revised Work Plan be submitted to address, among other activities, changing the proposed temporary borings to permanent wells.

A Revised Work Plan for Well Installations and Abandonments, Fink Road Landfill, Stanislaus County, California, was prepared and submitted to RWQCB on September 15, 2017. The Revised Work Plan again proposed that portions of the investigation be conducted using temporary boring practices, rather than permanent wells.

RWQCB responded with a letter dated October 6, 2017, in which they again required that permanent monitoring points be installed for LFG and groundwater. This letter also provided other comments and

conditions on the investigation approach and requires that a report of results be submitted to RWQCB by April 1, 2018.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with an environmental investigation in the area near MW-20 and MW-23, and preparation of a report of findings to be submitted to the RWQCB. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County.

Task 1 - Preparation of Final Work Plan

Consultant shall prepare a Final Work Plan for the environmental investigation project, to reflect comments and conditions specified by RWQCB. This Final Work Plan is not required for resubmittal to RWQCB, but is necessary in order to have a Work Plan that contains the most recent approach and requirements.

Consultant shall also prepare a project-specific Health & Safety Plan (HSP).

Task 2 - Preparation of Monitoring Well Drilling/Installation Bid Items

Using the Final Work Plan developed in Task 1, Consultant shall prepare plans, specifications and an engineer's estimate for all drilling activities required for the investigation, including exploratory borings, if necessary, and permanent LFG and groundwater monitoring wells. Consultant shall prepare the plans, specifications and engineer's estimate in draft form for County review. Consultant shall edit the plans and specifications, as appropriate, based on County comments, and provide final Engineer stamped and signed plans, specifications and engineer's estimate to the County.

The County shall be responsible for bidding the work and retaining a qualified driller to complete the investigation drilling and well installations.

Task 3 - Provide Pre-Drilling Support and Permitting

Consultant shall provide support to the County, as needed, for the drilling contractor bidding. This may include review of bid documents prior to release by the County, providing County with answers to Requests for Information from Contractors during the bidding process, and review of bids submitted for compliance with the plans and specifications.

Consultant shall obtain County drilling permits for new monitoring well installations, as required.

Consultant shall coordinate with the County-selected driller regarding the schedule for drilling.

Task 4 - Oversight of Investigation Drilling and Monitoring Well Installations

For the investigation activities, including drilling, sampling, and new monitoring well installations, Consultant shall provide one or more geologists to perform quality control oversight and documentation 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.

Task 5 - Initial Well Sampling and Analysis

For the new groundwater monitoring wells installed, Consultant shall provide initial sampling and analysis of the monitoring wells for the constituents of concern listed in the Waste Discharge

Requirements and Monitoring and Reporting Program #R5-2008-0144. For the new LFG monitoring wells installed, Consultant shall sample for soil gas and complete initial laboratory analyses for VOCs, methane, and balance gases.

Task 6 - Reporting

Consultant shall prepare an investigation Report of Results as required by RWQCB. The report shall contain documentation of the well drilling and installations, well development, sampling procedures, laboratory results, and evaluation of both investigation data, and historic data, with the intent to define the nature, extent and transport mechanism for the suspected VOC and inorganic impacts.

Consultant shall prepare the report in draft form for County review. Consultant shall edit the report, as appropriate, based on County comments. Consultant shall submit the final report to RWQCB, via GeoTracker, under a County transmittal letter.

Task 7 – Agency Responses, Meetings, Project Management

Consultant shall coordinate with the County on any responses to the RWQCB, or other agencies, regarding comments on 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.

ASSUMPTIONS AND CONDITIONS

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

- a. The County will provide a start-work authorization no later than December 29, 2017.
- County will provide timely review and comments on draft Plans, Specifications, Work Plans, and Reports.
- c. The County will retain a drilling contractor to complete the investigation drilling, well installations, and development of the new monitoring wells.
- d. The County will supply a County surveyor, or retain a surveyor, to provide surveying data of the completed well 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.
- e. County well permits, and any other drilling clearances needed, will be available in a timely manner so as to not delay the start of planned drilling operations.
 - f. Any fees for County well permits will be paid by the County directly.
 - g. Time for oversight of well drilling and construction will be prevailing wage.
- h. Estimated time for oversight of drilling, abandonment, and well installation operations in the field is 160 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 will notify the County of the issue and estimate the amount of additional time required to complete the work.

C. Prevailing Wage

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

D. Schedule

Consultant's Schedule is attached to, and made a part of this Agreement, as Exhibit 1.

E. Project Authorization Period

Services shall commence on **December 29, 2017**, or upon the signing of the Agreement (whichever is first), and end **June 30, 2018**, or when the project is completed.

F. 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"- Fee Schedule, 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 shall be **Ninety-Eight Thousand Five Hundred Twenty-Five Dollars (\$98,525.00)**.
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in Exhibit 2.

<u>Task</u>	<u>Fee</u>
Task 1 Preparation of Final Work Plan	\$4,490
Task 2 – Preparation of Drilling Bid Items	\$4,340
Task 3 – Pre-Drilling Support and Permitting	\$4,450
Task 4 – Oversight of Drilling and Well Installation	\$52,015
Task 5 – Initial Well Sampling/Analysis	\$10,330
Task 6 Reporting	\$16,3 4 0
Task 7 – Agency Response, Meetings, Project Management	\$6,560
	TOTAL \$98,525

1.3 Invoices submitted for payment under this Project Authorization shall be in accordance with Exhibit "2" to this Project Authorization and the *Amended and Restated Master Agreement Exhibit "C"* – Fee Schedule.

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. The County shall pay the Consultant 30 days after approval of the invoice. Invoices shall be mailed or delivered to the Department indicated below.

The remit to address is:

Stanislaus County
Department of Environmental Resources Landfill
Attention: Accounting (A101112AR PA 17-005AR)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

Wayne Pearce, Project Manager, (916) 361-1297.

I. Counterparts

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

J. Professional Services

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

IN WITNESS WHEREOF, the parties have executed this Project No. 17-005AR on December 20, 2017.

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS ANC.

By:

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering County Counsel

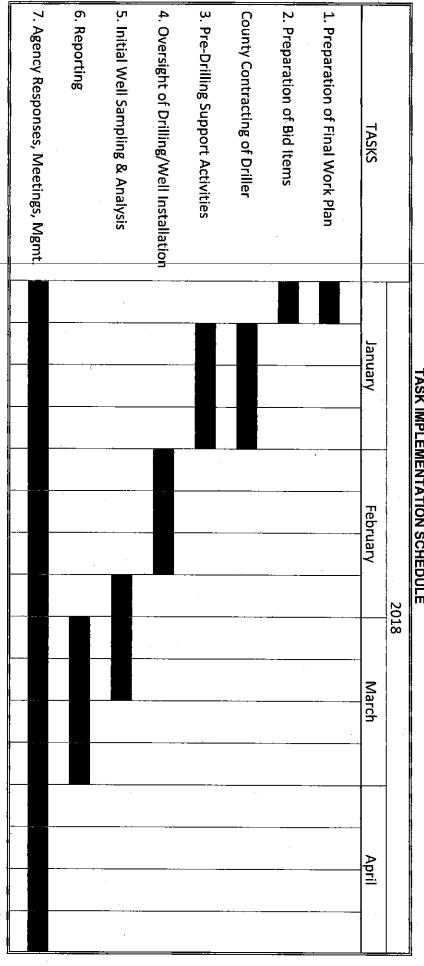
Bv:

Amanda DeHart

Depulty County Counsel

Exhibit 1

TASK IMPLEMENTATION SCHEDULE



FEE SCHEDULE Exhibit 2

\$98,525	TOTAL BUDGET ALLOCATION	\$98,525	\$6,560	\$16,340	\$10,330	\$52,015	\$4,450	\$4,340	\$4,490	Total Cost per Task (\$)
\$650	SCS Equipment	\$650			\$250	\$400				SCS Equipment
\$2,200	Trucks	\$2,200			\$200	\$2,000				Trucks
\$3,550	Hotel/Per diem	\$3,550	\$250	:	\$300	\$3,000				Per diem/Travel
\$500	H and S	\$500			\$100	\$400				Health and Safety
\$595	Admin. 10%	\$595			\$570	\$25				Administration at 10%
\$5,950	SUBTOTAL ODC	\$5,950			\$5,700	\$250				Subtotal ODC (\$)
\$250		\$250				\$250				Misc materials
\$1,200		\$1,200			\$1,200					Eurofins Lab (soil gas)
\$4,500		\$4,500			\$4,500					BC Labs (water)
Amount,)	OTHER DIRECT COSTS (ODC)
								-		y
\$85,080	SUBTOTAL SCS PERSONNEL	\$85,080	\$6,310	\$16,340	\$3,210	\$45,940	\$4,450	\$4,340	\$4,490	Total Personnel Per Task
		464	34	108	22	212	30	28	30	Total Personnel (Hours):
\$1,650	\$75	22		8	2	4	4	2	2	Admin/Secretarial
\$2,470	\$95	26		12			2	8	4	Drafterperson
\$36,800	\$230	160				160				Construction Inspector (PW)
\$21,060	\$135	156	6	60	16	24	16	00	16	Project Professional
\$19,800	\$225	88	16	24	4	20	8	8	8	Senior Technical Manager
\$3,300	\$275	12	2	4		4		2		Principal
									1	SCS Engineers
Amount, \$	Rate, \$/hr	TOTAL	7	6	5	4	3	2	4	SCS PERSONNEL
					Hours By Task_	Hours				

Preparation of Final Work Plan
 Preparation of Bid Items
 Pre-Drilling Support
 Oversight - Drilling/Well Installation
 Initial Well Sampling & Analysis
 Reporting
 Agency Responses, Meetings, Mgmt.
 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 1 Project Number 16-002AR-SM

for Updating Remaining Site Life and Staging of Cells at the 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 August 23, 2016, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to updating the remaining site life and staging cells at the Fink Road Landfill (the "Original Project Authorization"); and

WHEREAS, the County has a need for Consultant to update the remaining airspace capacity for Cells 1 – 5 using the most recent 2017 topographic map; 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 add \$2,500 to this Project Authorization 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. THERFORE, the County and the Consultant hereby agree as follows:

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

"3. Task 3 - Prepare 2017 Remaining Capacity Update for Cells 1 to 5

Consultant shall compare the most recent 2017 topographic map with the proposed final grades for Cells 1 to 5 at Fink Road Landfill to determine the capacity of airspace remaining. This shall be accomplished by comparing the AutoCAD versions of the 2017 topo and the final grades for Cells 1 to 5 in Landfill No. 2 (LF-2). The remaining volume below the final closure cover shall be compared to the current intake in LF-2 to calculate the remaining site lift before Cell 6 is needed. Consultant shall take into account the lead time needed to complete construction of Cell 6 and obtain Regional Water Quality Control Board (RWQCB) approval for waste placement."

Task 3 Assumptions:

- a. County shall provide the 2017 topographic map in AutoCAD Format.
- b. Consultant shall prepare one draft copy of the Remaining Capacity Update for County review.
- c. Consultant shall prepare one final copy of the Remaining Capacity Update for County files.
- d. Consultant shall prepare one CD copy of the Remaining Capacity Update (including all tables, figures, CADD drawings, appendices, etc.) in both PDF and Microsoft Word formats.
- B. Section E Schedule is amended to include the following:

"Task 3 Schedule: Consultant anticipates having a draft deliverable to the County within two weeks of receiving the latest 2017 topographic map for the Fink Road Landfill. An additional week shall be needed to prepare the final revisions after receipt of the County's review comments."

C. Section G – Compensation Item 1.1. is amended to read:

"1.1 The not to exceed total for this Project Authorization shall be **Twelve Thousand Four Hundred Forty-Seven Dollars (\$12,447.00)**."

D. Section G – Compensation is amended to add the following:

"1.3. Consultant shall invoice Task 3 on a time-and-materials basis, in accordance with the current Master Agreement Fee Schedule, for a total not to exceed 2,500. Consultant shall not exceed this amount without prior written approval of the County."

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

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Amended and Restated Project Authorization number 16-002AR-SM on February 12, 2018

COUNTY OF STANISIAUS

Department of Environmental Resources

Jami Aggers Director

"County

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, MC:

By:

Pat S. Sullivan, CPP Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering

County Counsel

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

PROJECT AUTHORIZATION For

Destruction of "MW-E" Monitoring Wells for the Fink Road Landfill

Project Number 17-006AR-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. Background

Following installation of new background monitoring wells BG-1 through BG-4, Consultant submitted a *Background Monitoring Well Installation Report to* the Regional Water Quality Control Board (RWQCB) dated November 30, 2016. In addition to documentation of the new background well installations, the report also recommended abandonment (destruction) of the old wells installed west of the landfill known as the "MW-E" wells. These wells were originally installed to evaluate the area west of the landfill for future expansion (Exhibit 3), but the MW-E wells were not maintained or made part of the routine monitoring network.

In a letter from RWQCB dated August 8, 2017, Board staff agreed with the recommendation to abandon the MW-E wells, and required a work plan be submitted by September 15, 2017, to address the approach to this and other proposed drilling activities.

A Revised Work Plan for Well Installations and Abandonments, Fink Road Landfill Stanislaus County, California, was prepared and submitted to RWQCB on September 15, 2017. The Revised Work Plan proposed that the MW-E wells be destroyed by pressure grouting in place.

RWQCB responded with a letter dated October 6, 2017, in which they stated that, "the MW-E wells should be over-drilled before grouting. However, Stanislaus County maintains jurisdictional authority over well destruction, and all applicable permits and clearances required for well destruction must be obtained from the County prior to well destruction." This letter goes on to require that a report documenting proper destruction of the MW-E wells be submitted to RWQCB by August 30, 2018.

In subsequent email communications between Wayne Pearce (SCS) and Paul Sanders (RWQCB), Mr. Sanders confirmed that grouting in place vs. over drilling would be acceptable if the County approves this method of destruction.

The following Scope of Work and Cost Estimate is for the preparation of the necessary documents and project support for the abandonment of the noted MW-E wells, as required by RWQCB.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with destruction of the "MW-E" Monitoring Wells. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

Task 1 - Preparation of Final Work Plan

Consultant shall prepare a Final Work Plan for the MW-E well abandonments. This Final Work Plan is not required for resubmittal to RWQCB, but is necessary in order to have a Work Plan that contains the most recent approach and requirements, and is acceptable for permitting.

Consultant shall also prepare a project-specific Health & Safety Plan (HSP).

Task 2 - Preparation of Well Destruction Bid Items

Using the Final Work Plan developed in Task 1, Consultant shall prepare plans, specifications and an engineer's estimate for all activities required for destruction of the MW-E wells. Consultant shall prepare the plans, specifications and engineer's estimate in draft form for County review. Consultant shall edit the plans and specifications, as appropriate, based on County comments, and provide final Engineer stamped and signed plans, specifications and engineer's estimate to the County.

The County shall be responsible for bidding the work and retaining a qualified driller to complete the well destructions.

Task 3 - Provide Pre-Drilling Support and Permitting

Consultant shall provide support to the County, as needed, for the drilling contractor bidding. This may include review of bid documents prior to release by the County, providing County with answers to Requests for Information from Contractors during the bidding process, and review of bids submitted for compliance with the plans and specifications.

Consultant shall obtain County well abandonment permits for well destructions, as required.

Consultant shall coordinate with the County-selected driller regarding the schedule for completion of well destruction activities.

Task 4 - Oversight of Well Destructions

For the well destruction activities, Consultant shall provide one or more geologists to perform quality control oversight and documentation. At the completion of this task, Consultant shall provide the County with a statement of acceptance of the well destructions in accordance with the plans and specifications, including any change orders to the plans and specifications.

Task 5 - Reporting

Consultant shall prepare a Well Destruction Report as required by RWQCB. The report shall contain documentation of the well destruction procedures, pictures, permits, and any other relevant information.

Consultant shall prepare the report in draft form for County review. Consultant shall edit the report, as appropriate, based on County comments. Consultant shall submit the final report to RWQCB, via GeoTracker, under a County transmittal letter.

Task 6 - Agency Responses, Meetings, Project Management

Consultant shall coordinate with the County on any responses to the RWQCB, or other agencies, regarding comments on 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.

ASSUMPTIONS AND CONDITIONS

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

- a. The County will provide a start-work authorization no later than February 1, 2018.
- b. County will provide timely review and comments on draft Plans, Specifications, Work Plans, and Reports.
- c. The County will retain a drilling contractor to complete the well destruction activities.
- d. County well permits, and any other drilling clearances needed, will be available in a timely manner so as to not delay the start of planned drilling operations.
- e. Any fees for County well permits will be paid by the County directly.
- Time for oversight of well destruction will be at prevailing wage.
- g. Estimated time for oversight of well destruction activities in the field is 50 hours, based on Consultant's 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

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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 be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

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 County contracting for the driller.

Assuming authorization to proceed is provided by the County no later than February 1, 2018, Consultant shall proceed with all tasks in a timely manner. Exhibit "1" shows the anticipated time lines for the tasks included in the project.

F. Project Authorization Period

Services shall commence on **January 1**, **2018**, or upon the signing of the Agreement (whichever is first), and end **June 30**, **2018**, 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"- Fee Schedule, 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 shall be **Thirty-Six Thousand Eight Hundred Dollars (\$36,800.00)**.
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in Exhibit 2.

<u>Task</u>	<u>F</u>	e e
Task 1 – Preparation of Final Work Plan	\$	3,010
Task 2 – Preparation of Drilling Bid Items	\$	3,345
Task 3 – Pre-Drilling Support and Permitting	\$	2,600
Task 4 – Oversight of Well Destructions	\$	17,785
Task 5 – Reporting	\$	6,480
Task 6 – Agency Response, Meetings, Project Management	\$	3,580
	TOTAL \$	36 800

1.3 Invoices submitted for payment under this Project Authorization shall be in accordance with Exhibit "2" to this Project Authorization and the *Amended and Restated Master Agreement Exhibit "C"* – *Fee Schedule*.

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 Division
Attention: Accounting (A101112AR PA 17-006AR)
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. 17-0006AR on Tanuary 25, 2018

COUNTY OF STANKSLAUS

Department of Environmental Resources

Jami Aggers

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS (INC.//

Ву:

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

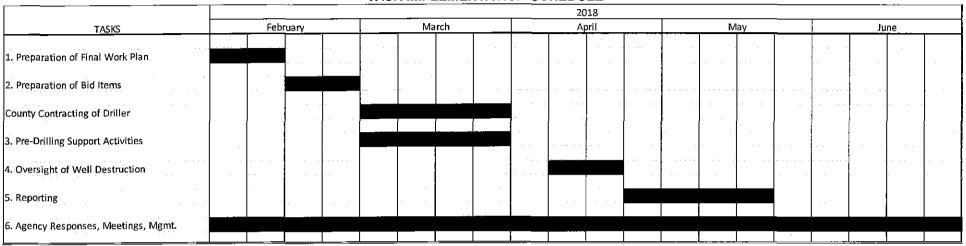
John P. Doering County Counsel

Amanda DeHart

Deputy County Counsel

Exhibit 1

TASK IMPLEMENTATION SCHEDULE



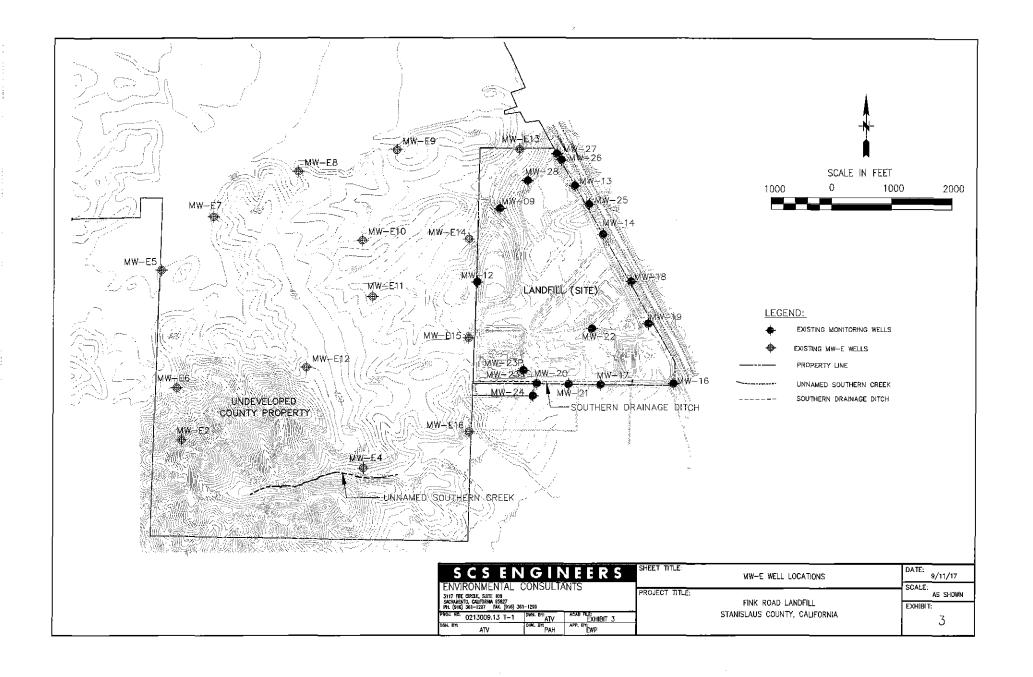
Assumes Notice-to-Proceed by February 1, 2018.

Exhibit 2 **FEE SCHEDULE**

				Houi	rs By Task			=======================================		
SCS PERSONNEL	1	2	3	4	5	6	TOTAL	R	ate, \$/hr	Amount, \$
SCS Engineers										
Principal		2		2	2	2	8	\$2	75	\$2,200
Senior Technical Manager	5	8	6	8	12	8	47	\$2:	25	\$10,575
Project Professional	12	4	8	16	20	8	68	\$1;	35	\$9,180
Construction Inspector (PW)			_	50			50	\$2:	30	\$11,500
Drafterperson	2	4	1		4	12	11 -	\$98	5	\$1,045
Admin/Secretarial	1	1	1	2	2	8	7	\$75	5	\$525
Total Personnel (Hours):	20	19	16	78	40	18	191			
Total Personnel Per Task (\$)	\$3,010	\$3,345	\$2,600	\$16,160	\$6,480	\$3,430	\$35,025	SUBTOTAL SCS PERSONNEL		\$35,025
OTHER DIRECT COSTS (ODC	;)		<u> </u>							Amount, \$
BC Labs (water)				-	_			<u> </u>		 -
Eurofins Lab (soil gas) Misc materials				\$250			#050	 		4050
				\$250			\$250	CHRECTAL ORG		\$250
Subtotal ODC (\$)	<u> </u>			<u> </u>	<u> </u>		\$250	SUBTOTAL ODC		\$250
Administration at 10%				\$25			\$25	Admin.	10%	\$25
Health and Safety				100			\$100	H and S		\$100
Per diem/Travel				\$750		\$150	\$900	Hotel/Perdiem		\$900
Trucks				\$500			\$500	Trucks		\$500
SCS Equipment	_							SCS Equipment		
Total Cost per Task (\$)	\$3,010	\$3,345	\$2,600	\$17,785	\$6,480	\$3,580	\$36,800	TOTAL BUDGET ALLOCATION		\$36,800

- Preparation of Final Work Plan
 Preparation of Bid Items
 Pre-Drilling Support
 Oversight Well Destructions
- 5. Reporting
- 6. 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

PROJECT AUTHORIZATION For

LF-2 Cell 5 Storm Water Retention Basin Remediation for the Fink Road Landfill

Project Number 18-002AR-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. Background

On April 11, 2017, the Regional Water Quality Control Board (RWQCB), Central Valley Region, conducted a facility inspection and observed evidence that contact storm water (leachate) flowed from the active face of LF-2 Cell 5 to the storm water retention basin for Cell 5. As directed by the RWQCB a surface water sample was collected from the Cell 5 storm water retention basin by Consultant on April 13, 2017, and analyzed for volatile organic compounds (VOCs), semi-VOCs (SVOCs), and inorganics. Four (4) VOCs (toluene, acetone, carbon disulfide, and methyl ethyl ketone) were detected in the sample at concentrations exceeding the practical quantitation limit (PQL). No SVOCs were detected.

On April 26, 2017, the Fink Road Landfill received a "Notice of Violation, Site Inspection Report, and Work Request" (NOV) letter from the RWQCB addressing the contact storm water as well as three (3) additional violations and one (1) area of concern. In the NOV, the RWQCB requested a report that includes the following:

Contains a proposal to collect and analysis [sic] soil samples from base of the LF-2, Cell 5 storm water retention basin, once the basin has been emptied of all liquid/leachate. Sampling is required to determine if the soil within the limits of the basin were impacted by the leachate release.

The Work Plan, submitted on June 30, 2017, described the proposed methodology for sampling the soil at the base of the Cell 5 retention basin to determine if it has been impacted by the release of leachate. A Response Letter to the Work Plan was received on September 13, 2017, in which the RWQCB requested background sampling locations outside of the basin.

The soil sampling was completed on October 4, 2017 and included the collection of five (5) samples in areas outside the pond area, and five (5) samples within the previous pond area (now dry). Samples were analyzed for organic compounds, including volatile organic compounds VOCs, SVOCs, herbicides, organophosphorus compounds (pesticides), and inorganic constituents; chloride, sodium, potassium, and

sulfate. Background samples, collected outside of the basin, were analyzed for the inorganic constituents only.

The results of the soil sampling performed in accordance with the Work Plan and RWQCB Response Letter were reported in the *Landfill LF-2 Cell 5 Storm Water Retention Basin Soil Sampling Results, Fink Road Landfill, Stanislaus County, California* (SCS Engineers, October 31, 2017). The results indicated that no organic compounds were detected other than one detection of toluene below the PQL. Inorganic parameters were detected with higher mean concentrations for the soil samples collected in the pond area, versus background soil samples. This difference was greatest for sulfate with a Relative Percent Difference (RPD) = 146.5% for background samples compared to pond samples. The RPD for the other inorganic parameters were 20.7% for potassium, 40.0% for chloride, and 48.1% for sodium.

In a letter from RWQCB dated December 6, 2017, RWQCB staff concluded that, "the leachate released to the Cell 5 stormwater retention basin appears to have impacted soil within the basin, and this impact must be addressed." The letter further stated that a work plan was to be submitted to address the leachate impacts by March 30, 2018.

The Landfill LF-2 Cell 5 Storm Water Retention Basin Soil Remediation Plan, Fink Road Landfill, Stanislaus County, California (SCS Engineers, March 30, 2018) was submitted to the RWQCB. The Plan proposed that the County excavate soils in the basin in increments of 1 to 2 feet at a time, after which Consultant shall collect soil samples and complete laboratory analyses to determine if the impacted soils have been removed. This proposal is for the Consultant and laboratory activities associated with this effort.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with the LF-2 Cell 5 storm water retention basin remediation, as outlined below. Tasks described in this Project Authorization shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

Task 1 – Coordination of Excavation/Sampling Plan with County Staff

Consultant shall coordinate a meeting with County staff, at the Fink Road Landfill, to discuss the soil excavation and sampling procedures. At that time Consultant shall determine the GPS coordinates of proposed sampling points.

Consultant shall also prepare a project-specific Health & Safety Plan (HSP).

Task 2 - Soil Confirmation Sample Collection and Analysis

After the first layer of excavation is completed by the County, Consultant shall collect confirmation soil samples from five (5) locations that approximate the original pond soil samples (Figure 3 in March 30, 2018 Work Plan). At each location, a sample shall be collected from approximately 6-inches below the ground surface using a stainless-steel trowel. Samples shall be placed in 16-ounce glass jars and labeled with sample identification, date, and time, and placed in a chilled ice chest. Samples shall be transported to the project laboratory, BC Laboratories, Inc. (BC Labs), located in Bakersfield, California, via a laboratory courier under proper chain-of-custody protocol. BC Labs is a California State certified analytical laboratory (Certificate No. 1186).

Confirmation soil samples shall be analyzed by BC Labs for inorganic constituents: chloride, sodium, potassium, and sulfate. If needed, analyses will be completed on a rush basis to provide less waiting period between layer excavations.

Laboratory results shall be evaluated immediately upon receipt from the lab. Results will be compared to Upper Tolerance Levels (UTLs) calculated from the original background soil samples equal to the mean concentration plus three (3) standard deviations. The calculated UTLs are:

- Chloride = 38.0 mg/kg
- Sulfate = 43.2 mg/kg
- Sodium = 151 mg/kg
- Potassium = 1,674 mg/kg

If all soil samples collected after the initial excavation are below these UTLs, no further excavation will be conducted for this remediation. If any of the parameters are above the UTLs, additional excavation shall be conducted, by the County, for removal of another 1-2 feet in the general area(s) where exceedances were detected. For each sampling point in which a UTL is exceeded, the second excavation will be an area of about one-quarter of the original pond size, or approximately 50 feet square.

Confirmation samples then shall be collected again, and analyzed, as described above. If, after three excavations are completed (3 to 6 feet total), confirmation samples still exceed the UTLs, no further excavations will be completed until after further assessment of the conditions. Should this occur, a plan will be developed for additional investigation and sampling to determine if the exceedances represent impacts that extend deeper, or it is determined that results are within the range of background concentrations greater than determined from the original five (5) background samples.

Task 3 - Reporting

Upon completion of the excavations (up to three (3) events), and related laboratory analyses, Consultant shall prepare a report for submittal to RWQCB. The report shall include laboratory results and figures showing the areas of excavation. The County will provide volume estimates for the soils removed for each stage of excavation, which will be included in the report. If after three (3) excavation events UTLs are still exceeded, the report will also include a work plan for additional assessment. The report will be submitted to the County, in draft form for County review, no later than August 31, 2018. Consultant shall submit the final report to RWQCB no later than September 14, 2018.

ASSUMPTIONS AND CONDITIONS

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

- The County will provide a start-work authorization no later than June 1, 2018.
- b. Excavation and confirmation sampling will have no more the three iterations.
- c. County will provide timely review and comments on draft reports.
- d. The County will be responsible for soil excavations in the LF-2 Cell 5 pond area, and for recording the volume of soils removed, and soil disposal locations.

D. Schedule

Assuming authorization to proceed is provided by the County no later than June 1, 2018, Consultant shall proceed with all tasks in a timely manner. *Exhibit 1* shows the anticipated time lines for the tasks included in the project.

E. Project Authorization Period

Services shall commence on **June 1**, **2018**, or upon the signing of the Agreement (whichever is first), and end when the project is completed.

F. 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"- Fee Schedule*, 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 shall be **Fourteen Thousand Nine Hundred Fifty-Five Dollars (\$14,955.00)**.
- 1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in Exhibit 2.

<u>Task</u>	<u>Fee Estimate</u>
Task 1 – Coordination of Excavation/Sampling Plan	\$3,760
Task 2 – Soil Confirmation Sample Collection and Analysis	\$6,255
Task 3 – Reporting	\$4,940
TOTAL	\$14,955

1.3 Invoices submitted for payment under this Project Authorization shall be in accordance with Exhibit "2" to this Project Authorization and the *Amended and Restated Master Agreement Exhibit "C" – Fee Schedule*.

G. Payment and Invoicing

- 1. The terms of payment are Net 30 days after approval of the invoice.
- 2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
- 3. The County shall pay the Consultant 30 days after approval of the invoice. Invoices shall be mailed or delivered to the Department indicated below.

The remit to address is:

Stanislaus County

Department of Environmental Resources – Landfill Division

Attention: Accounting (A101112AR PA 18-002AR)

P.O. Box 86

Crows Landing, California 95313

H. Representatives

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

I. Counterparts

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

J. Professional Services

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

IN WITNESS WHEREOF, the parties have executed this Project No. 18-002AR on June 7, 2018.

By:

COUNTY OF STANISLAUS

Department of Environmental Resources

Jami Aggers

"County"

APPROVED AS TO FORM:

John P. Doering County County

Amanda DeHart

Deputy County Counsel

STEARNS, CONRAD & SCHMIDT CONSULTING

ENGINEERS, INC.

Name: Pat S. Sullivan

Title: Senior Vice President

"Consultant"

EXHIBIT 1 TASK IMPLEMENTATION SCHEDULE LF-2 CELL 5 POND REMEDIATION AND REPORTING TASKS JUNE JULY AUGUST SEPTEMBER 1. Coordination/HSP 2. Excavation (County) and Soil Sampling/Analysis (Up to three iterations) 3. Reporting

EXHIBIT 2 PROJECT AUTHORIZATION FEE SCHEDULE

		Hour	s By Task			
SCS PERSONNEL	1	2	3	TOTAL	Rate, \$/hr	Amount, \$
SCS Engineers						
Principal	0	0	2	2	\$275	\$550
Senior Technical Manager	6	4	6	16	\$225	\$3,600
Project Professional	16	24	20	60	\$135	\$8,100
Drafterperson	0	0	2	2	\$95	\$190
Admin/Secretarial	2	0	2	4	\$75	\$300
Total Personnel (Hours):	24	28	32	84		
Total Personnel Per Task (\$)	\$3,660	\$4,140	\$4,940	\$12,740	SUBTOTAL SCS PERSONNEL	\$12,740
OTHER DIRECT COSTS (ODC)						Amount, \$
BC Labs (soil)		\$1,500		\$1,500		\$1,500
Misc. Materials		\$150		\$150		\$150
Subtotal ODC (\$)	\$0.00	\$1,650	\$0.00	\$1,650	SUBTOTAL ODC	\$1,650
Administration @ 10%		\$165		\$165	Admin. 10%	\$165
Health and Safety		,		\$0	H and S	\$0.00
Perdiem/Travel				\$0	Hotel/Perdiem	\$0.00
Trucks	\$100	\$300		\$400	Trucks	\$400.00
SCS Equipment				\$0	SCS Equipment	\$0.00
Total Cost per Task (\$)	\$3,760	\$6,255	\$4,940	\$14,955	TOTAL BUDGET ALLOCATION	\$14,955

Task 1 – Coordination with County/HSP Task 2 – Confirmation Sampling/Analysis Task 3 – Reporting