

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

DEPT: Parks and Recreation

BOARD AGENDA #: *B-12

AGENDA DATE: September 19, 2017

SUBJECT:

Approval to Enter into a Master Agreement with Tetra Tech BAS, Inc., of Sacramento, California, for Professional Environmental Consulting Services Related to the Stanislaus County Grayson Road Firing Range Cleanup

BOARD ACTION AS FOLLOWS:

No. 2017-500

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

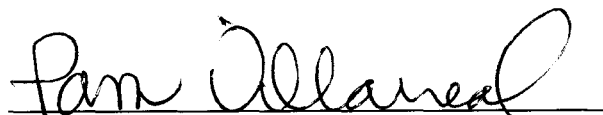
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: PAM VILLARREAL, Assistant Clerk


File No.

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

DEPT: Parks and Recreation

Urgent

Routine



BOARD AGENDA #: *B-12

AGENDA DATE: September 19, 2017

CEO CONCURRENCE: *pht*

4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into a Master Agreement with Tetra Tech BAS, Inc., of Sacramento, California, for Professional Environmental Consulting Services Related to the Stanislaus County Grayson Road Firing Range Cleanup

STAFF RECOMMENDATIONS:

1. Approve the Master Agreement for Professional Design Services with Tetra Tech BAS, Inc., for environmental consulting services related to the Stanislaus County Grayson Road Firing Range Cleanup, for a not to exceed amount of \$244,492.
2. Authorize the Director of Parks and Recreation, or designee, to sign the Master Agreement.
3. Authorize the Director of Parks and Recreation, or designee, to sign individual Project Authorizations for the Master Agreement, providing that the cumulative total does not exceed the Master Agreement not-to-exceed amount.
4. Authorize the Director of Parks and Recreation, or designee, to sign amendments to the Master Agreement for an overall not to exceed amount of \$268,941, which includes a 10% contingency amount of \$24,449.
5. Authorize the Director of Parks and Recreation, or designee, to sign the Voluntary Cleanup Program Standard Agreement with the Department of Toxic Substances Control.
6. Authorize the Director of Parks and Recreation, or designee, to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Grayson Road Firing Range, located at 8224 West Grayson Road, Modesto, California, was built and used by the Stanislaus County Sheriff's Department as a practice and qualifying range from approximately 1954 to 2005. The range site is approximately three acres in size and is located to the west of Camp Taylor, formerly the Sheriff's Department Honor Farm, and to the southwest of Laird Park, in Grayson (Attachment A). Currently, the range is closed and the Department of Parks and Recreation (Department), in partnership with the Chief Executive Office (CEO), is coordinating efforts to conduct a cleanup of the site through the State Department of Toxic Substances Control's (DTSC) Voluntary Cleanup Program. The project objective is to obtain a closure determination from the DTSC for unrestricted use of the site.

Approval to Enter into a Master Agreement with Tetra Tech BAS, Inc., of Sacramento, California, for Professional Environmental Consulting Services Related to the Stanislaus County Grayson Road Firing Range Cleanup

The Sheriff's Department no longer operates the range and the office buildings and structures associated with former range activities have been removed. A large earthen berm, approximately 265 feet wide, that was formerly used as a backstop for bullets remains onsite. Lead slugs remain embedded in the berm and spent shells and casings remain on the grounds of the range. The annual usage of the range during its operation is estimated to have been greater than one million rounds.

At this time the Department is preparing to remove the backstop berm and conduct a cleanup of the site to remove the large fragments and soil containing elevated levels of lead. DTSC is the agency responsible to provide oversight of cleanup activities at sites containing hazardous substances contamination, such as this former range site. Pursuant to Health and Safety Code Section 25355.5, the Department may enter into a voluntary agreement with DTSC (Attachment C), to provide regulatory oversight of the proposed cleanup activities, including documents for a proposed Notice of Exemption under CEQA, and provide certification of closure, which would mean that upon completion, no further action would be required and the site could be used without restriction.

In preparation for the project to clean up the Grayson Road Firing Range, the Department, in partnership with the General Services Agency (GSA) Purchasing Division, issued a Solicitation of Qualifications (SOQ) on April 11, 2017, for an environmental consultant to prepare the Interim Remedial Action Workplan for this project. The SOQ period closed on April 28, 2017, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

On April 28, 2017, four consultants submitted their qualifications for review. All consultants were evaluated and scored on qualifications only. The consultants that submitted proposals are as follows:

1. ATC Group Services LLC
2. Jacobson James & Associates, Inc.
3. Terracon Consultants, Inc.
4. Tetra Tech BAS, Inc.

The initial evaluation was completed by an evaluation committee consisting of three evaluators: one member from the Department of Parks and Recreation, one member from the Department of Environmental Resources, and one member from the CEO's Office. The consultants were initially evaluated on the following criteria:

1. Proponents response
2. Knowledge capability
3. Experience
4. Technical ability
5. Ability to serve
6. Communication

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Staff then established a short list of firms to be interviewed and conducted oral interviews of the top three firms. The overall score from the above criteria and the oral interview process was used to rank proposals in the following order:

| <u>Ranking</u> | <u>Consultant</u> |
|----------------|----------------------------|
| 1 | Tetra Tech BAS, Inc. |
| 2 | Terracon Consultants, Inc. |
| 3 | ATC Group Services LLC |

On June 20, 2017, the GSA Purchasing Division issued a letter of intent to award to Tetra Tech BAS, Inc., and contract terms have been agreed upon (Attachment B).

The contract with Tetra Tech BAS, Inc. (Attachment B), is divided into two project agreements. The initial project agreement, Phase 1, is for the preparation of the Interim Remedial Action Workplan (iRAW) for submittal to DTSC for approval. The main purpose of the iRAW is to evaluate alternatives for mitigating the site, and to recommend the action best suited for the site. The second project agreement, Phase 2, will include confirmation sampling of the site post cleanup, the preparation of the Removal Action Completion Report for submission to DTSC for its approval and to receive DTSC's determination of No Further Action (NFA).

With a NFA determination, there would be no land use restrictions for the site. The proximity of the site adjacent to the Laird Regional Park could allow for the Department to expand the use of Laird Regional Park, in the future, to include trails for walking and hiking, mountain bike trails, fishing access, day use, and camping on the river. The majority of the property is located in the flood plain; therefore no infrastructure is anticipated to be added to the area.

Upon completion of the Phase 1 iRAW, the Department will go out to bid for the excavation and remedial action cleanup and bring a CEQA determination and the construction project before the Board of Supervisors for the approval of the remediation contract. Tetra Tech BAS, Inc., would remain under contract to assist with this process as well as the final report issued to DTSC for completion of the project and NFA determination.

POLICY ISSUE:

Board of Supervisors' approval is required for all contracts exceeding \$100,000.

FISCAL IMPACT:

The County Facilities budget includes \$450,000 in appropriations for the cleanup of the Stanislaus County Grayson Road Firing Range. If approved, costs for this portion of the cleanup effort will be funded out of the County Facilities budget.

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| | | |
|----------------------------------------|------------|-------------|
| Cost of recommended action: | | \$ 268,941 |
| Source(s) of Funding: | | |
| CEO County Facilities Funds | \$ 268,941 | |
| Funding Total: | | \$ 268,941 |
| Net Cost to County General Fund | | <u>\$ -</u> |

| | |
|-------------------------------------------------|-------------|
| Fiscal Year: | FY2017/2018 |
| Budget Adjustment/Appropriations needed: | No |

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of A Well Planned Infrastructure System and A Healthy Community by improving recreational facilities and resources.

STAFFING IMPACT:

Existing staff will oversee the work related to the project.

CONTACT PERSON:

Jami Aggers, Director
 Merry Mayhew, Assistant Director

Telephone: 209-525-6770
 Telephone: 209-525-6770

ATTACHMENT(S):

- A. Map of Grayson Road Firing Range
- B. Tetra Tech BAS, Inc., Contract
- C. Voluntary Cleanup Program Standard Agreement

Attachment A



Camp Taylor

W Grayson Rd

Laird Regional Park

Grayson Road Firing Range

San Joaquin River

LAIRD REGIONAL PARK
ATTACHMENT A

Attachment B

ATTACHMENT B

Agreement Number A062317



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

STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

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

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

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

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and

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regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed **Two Hundred Forty-Four Thousand, Four Hundred Ninety-Two Dollars (\$244,492.00)**. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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

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

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

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

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3.0 TIME OF PERFORMANCE

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

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

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of twenty-four (24) months, or until all work on each Project let during the 24 month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0 INSURANCE REQUIREMENTS

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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6.0 INDEMNIFICATION

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

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

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

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

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

7.0 GENERAL PROVISIONS

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

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

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representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

a. Project Manager: Steve Krueger

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

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

If to County:

Stanislaus County
Department of Parks and Recreation
Attn: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, California 95358
Phone: (209) 525-6786
Fax: (209) 525-6773

If to Consultant:

Tetra Tech, Inc.
Attn: Steve Krueger
2969 Prospect Drive, Suite 100
Rancho Cordova, CA 95670
Phone: (916) 853-4506

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

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

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

7.10. **Independent Contractor:** Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its

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officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

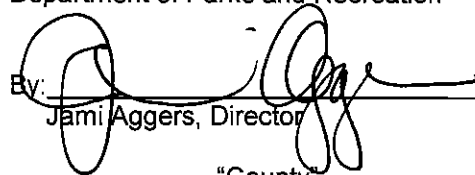
7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

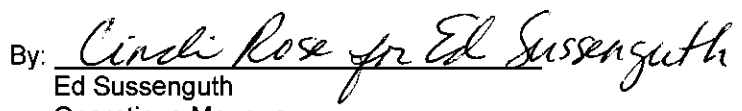
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 


Jami Aggers, Director
"County"

TETRA TECH, INC.

By: 

Ed Sussenguth
Operations Manager
"Consultant"

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

By: 

Amanda Dehart, Deputy County Counsel

ATTACHMENT B

Agreement Number A062317

EXHIBIT A TO MASTER AGREEMENT

SCOPE OF WORK

A. BACKGROUND

The firing range is located at 8224 West Grayson Rd. in Modesto, CA, to the west of the former Stanislaus County Sheriff's Honor Farm, now known as Camp Taylor. The Range is approximately three (3) acres, and is located directly behind Laird Regional Park. An unpaved road on the west side of the park is the only reasonable access to the range and berm. No buildings remain on the property and access to the range's earthen berm is wide open, front and back.

It is not known the exact year the range was first opened, however it is generally believed that the property was opened as a Stanislaus County Sheriff's practice and qualifying range sometime between the years of 1954 and the late 1960s. It was used continually until around 2005. All structures have been removed and firing line walkways were destroyed in place. The area that requires lead clean-up has had dumped trash and residual firing line concrete removed. There are no active utilities on the site.

B. LIST OF ACRONYMS

CEQA – California Environmental Quality Act
DTSC – California Department of Toxic Substances Control
iRAW – interim Removal Action Workplan
NFA – No Further Action
RACR – Removal Action Completion Report
RAG – Removal Action Goals
RAO – Removal Action Objectives
RAW – Removal Action Workplan
SLERA – Screening Level Ecological Risk Assessment
SLHHRA – Screening Level Human Health Risk Assessment
SSHSP – Site-specific Health and Safety Plan
SOW – Scope of Work
TCLP – Toxicity Characteristic Leaching Procedure
WET – Waste Extraction Test
XRF – X-ray Fluorescence analyzer

C. SCOPE OF WORK

Consultant shall provide all the labor, qualified personnel, materials and equipment to perform the services under this Agreement. The scope of work for this Master Agreement (Agreement) is for professional environmental consulting services related to the cleanup of the Stanislaus County (the County) Former Grayson Road Firing Range located in Grayson, California (the site). The Consultant shall support the County in the removal action and closure of the site.

The County is in need of conducting an interim removal action under the DTSC Voluntary Cleanup Program. The County's preferred option is to remove and screen the soils associated with the firing range impact berm, where the majority of the lead bullets and lead contamination are located. Following removal of the firing range impact berm, a site closure investigation shall be conducted to determine if the site can be closed with NFA.

This Agreement shall include the performance of several tasks associated with the removal action at the site, and required document preparation necessary for the project to be granted a NFA determination by the DTSC. NFA is desired because there would be no land use controls or 5-year reviews of the property. In order to obtain a NFA determination by DTSC, the future land use and site cleanup goals would be representative of residential use and no remaining risk to the

environment.

Project deliverables under this Agreement shall include the preparation of the iRAW, including site closure investigation plans, and preparation of the RACR. Both the iRAW and RACR shall be submitted to the DTSC for approval. Additional tasks include public participation support, preparation of probable estimate of cost to complete site closure, bid support services, removal support services, and conducting the closure investigation.

The overall scope of the project shall be divided in two phases (Phase I and Phase II) for manageability purposes. Phase I generally includes the development of the remedial action, while Phase II includes the implementation and final reporting of the remedial action.

1.0 PHASE I: PREPARATION OF REMOVAL ACTION WORKPLAN

Phase I shall include the preparation of an iRAW, public participation support, and bid support services for the removal action at the site. The Consultant shall prepare the iRAW in accordance with the standards set forth by DTSC's guidance document entitled "Proven Technologies and Remedies Guidance – Remediation of Metals in Soil" (DTSC, August 2008), subsequently referred to as the "Guidance Document" in this project scope. The iRAW shall include the necessary and applicable informational elements presented in Appendix C3 of the DTSC's guidance document, the "Removal Action Workplan Sample" (DTSC, August 2008).

2.0 PHASE II: OVERSIGHT SUPPORT, CLOSURE INVESTIGATION SAMPLING AND PREPARATION OF REMOVAL ACTION COMPLETION REPORT

Phase II shall include professional services for tasks necessary to accomplish the project objective of obtaining a NFA determination for unrestricted use of the site. Tasks to be performed during this phase of work include removal action construction oversight support, post removal action closure investigation sampling to evaluate the effectiveness of remediation once completed, and preparation of the final RACR detailing the activities performed during the cleanup, results of confirmation and closure investigation sampling, and a request to the DTSC for NFA determination.

- 3.0** The majority of the work performed under this contract is anticipated to be firm fixed price for each task within each phase. For each phase of work performed under this Agreement, the Consultant shall prepare a detailed cost estimate, proposal breakdown and task description for the County to review. Cost proposals shall be prepared with as much detail as possible, within reason, as each phase of the project shall be authorized under a separate project authorization.

D. AGREEMENT PERIOD

This Agreement shall commence upon **September 26, 2017**, and continue until the work required herein is completed.

E. PREVAILING WAGE

Consultant 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 Consultant shall be required to pay not less than said prevailing rates. Consultant 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 Consultant shall pay all workers the general prevailing rate of per diem wages

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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 Consultant shall post a copy of these prevailing wage rates on the job site.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Consultant 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 Consultant 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.

CONSULTANT HEREBY ATTESTS THAT CONSULTANT AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all Consultants performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said Consultants 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 Consultant shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records. .

F. COMPENSATION

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

Consultant shall be compensated for the completion of the fixed fee portions of the services described in Exhibit A, and the not to exceed amounts for each task as set forth below set forth in each Project Authorization attached hereto and, by this reference, made a part hereof. The not to exceed lump sum amounts for each task are comprised of the hourly billable rates set forth in Exhibit C – Fee Schedule, attached hereto. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth below, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant;
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs; and
- (c) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference. No mark-up is allowed on travel reimbursement.

Fees plus reimbursable expenses shall not exceed the amounts set forth below and a copy of the original invoice for the items listed in a, b or c above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a markup on any of the above items listed in a, b or c or any item identified in this Exhibit B. Items such as telephone, fax, postage or freight are already included in the billable hourly rate.

G. INVOICE TO ADDRESS

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

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2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Project Authorization number, 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. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and materials basis not to exceed the per task totals for work performed and services provided.
3. Maintenance and Weekly Submission of Certified Payroll Records. The Consultant and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. During the progress of the prevailing wage work, until Final Payment is due, the Consultant and its Subcontractors shall maintain and submit Certified Payroll Records on a weekly basis. No later than 5:00 P.M. on each Monday during the Work, the Consultant shall submit Certified Payroll Records for the Consultant and its Subcontractors for all persons providing or performing any Work in the immediately preceding week. The original copies of Certified Payroll Records shall be submitted by the Consultant to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Consultant's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Consultant to the Contract Administrator shall be transmitted to the County's Department of Parks and Recreation. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Consultant under the Contract Documents is the Consultant's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Consultant's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Consultant and the Consultant's entitlement to receipt of any Progress Payment.
4. Invoices shall be emailed to the County department indicated below. The remit address is:

Stanislaus County
Department of Parks and Recreation
3800 Cornucopia Way Suite C
Modesto, CA 95358
Attn: Merry Mayhew
mmayhew@envres.org

H. REPRESENTATIVE

The County's Project Manager is William (Bill) Newlin, Stanislaus County Parks Department, (209) 617-7850.

I. SAFETY REQUIREMENTS

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

J. PROTECTION OF EXISTING FACILITIES

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such

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costs for such repairs or replacement shall be the sole responsibility of the Consultant.

K. WORK SCHEDULE

Consultant is obligated to perform in a timely manner the services and work provided for under this Agreement and the County hereby gives the Consultant notice to proceed with the work as of the effective date of this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in Exhibit C attached hereto and made a part of this Agreement.

L. SITE AVAILABILITY

The site hours of availability for project shall be from 8:00 a.m. to 5:00 p.m. or a mutually agreed upon time between County and Consultant.

M. PROJECT WORK EFFORT

The Consultant shall perform services and shall provide staff who are adequate to meet the anticipated workload for the project.

N. MULTI-YEAR CONTRACT

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

O. EXPERTISE

The Consultant shall provide staff and expertise in all areas defined within this Agreement through their own staff or by the use of designated sub-consultants. The Consultant shall utilize sub-consultants identified in their quote/proposal with the expertise in all areas as defined in this Agreement. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their quote/proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work.

The Consultant may provide staff with varying levels of expertise; however, work performed by subordinate staff members shall only be done under the direction of the designated responsible engineers, specified in the contract with the expertise in the required technical areas.

P. REMOVAL OF UNSATISFACTORY EMPLOYEES

If, in the opinion of the County, an employee of the Consultant is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

Q. COMPLIANCE WITH OSHA

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

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EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13** as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

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

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Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

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_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: Kevin Watts Date: 8/24/17

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**EXHIBIT C
TO
MASTER AGREEMENT
CONSULTANTS FEE SCHEDULE**

The Consultant shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work and in each corresponding Project Authorization under this Agreement in accordance with the fee schedule below. The below fee schedule is in effect through the end of this Agreement.

1. Professional Service Fee Schedule

Rates include overhead, administration, and profit. The Consultant shall be compensated on a time and material basis based on the hourly rates, and the not to exceed amounts for each task as set forth below. The following hourly billable rates include: labor, benefits, taxes, overhead/general & administrative (G&A), profit, and ancillary charges such as copies, faxes, telephones, postage, paper clips, binders, company cars, fuel, insurance, vehicle or equipment maintenance, cellular phone charges, computer charges (CADD, word-processing, mapping), etc.

| TITLE/DESCRIPTION | HOURLY RATE |
|-------------------------------------|-------------|
| ENGINEERS | |
| Principal Consulting Engineer | \$215 |
| Engineer – Senior | \$170 |
| Engineer – Mid-Level | \$145 |
| Engineer – Staff | \$130 |
| Engineer – Junior | \$90 |
| SCIENTISTS | |
| Principal Consulting Scientist | \$180 |
| Scientist - Senior | \$165 |
| Scientist – Mid-Level | \$140 |
| Scientist – Staff | \$115 |
| Scientist - Junior | \$80 |
| PROJECT/FINANCIAL MANAGEMENT | |
| Principal Consulting PM | \$215 |
| Senior Project Manager | \$165 |
| Project Manager | \$145 |
| Contract Manager | \$135 |
| Procurement Specialist | \$95 |
| TECHNICAL SPECIALISTS | |
| Database Manager | \$135 |
| Database Specialist | \$80 |
| Community Relations Specialist | \$115 |
| Technical Editor | \$115 |
| Technician | \$75 |
| GRAPHICS/DRAFTERS | |
| GIS Professional | \$100 |
| GIS Analyst | \$75 |
| CADD Operator | \$90 |
| CADD Specialist | \$70 |
| CLERICAL/ADMINISTRATIVE | |
| Project Assistant | \$85 |
| Clerical | \$65 |

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2. Other Direct Costs

The following is a list of anticipated Other Direct Costs (ODC) which will be billed to the client.

| | |
|-------------------------------|--------------|
| Mail/Shipping | Per Diem* |
| Photocopies | Mileage* |
| Telephone | Lodging* |
| Outside Services | Car Rental* |
| Disposable Field Equipment | Incidentals* |
| Equipment Purchase and Rental | Airfare* |

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

3. Equipment Rental Rates

The following is a list of Equipment Rental Rates:

| Description | Rates | | | |
|----------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------|-----------------|
| | Daily | Weekly | Monthly | Unit/ Hourly |
| Air Quality | | | | |
| Air Monitor – TEOM PM10 (Dustrak 2) | \$100 | \$210 | \$740 | N/A |
| CO Analyzer (Toxipro) | \$20 | \$60 | \$150 | N/A |
| Data Logger & Precipitation Gauge (Vantage Pro 2) | \$40 | \$100 | \$270 | N/A |
| Hi-Vol TSP Sampler | \$50 | \$200 | \$490 | N/A |
| Meteorological Tower (Vantage Pro 2) | \$40 | \$100 | \$270 | N/A |
| Vacuum Pump (Gilair 0-5L/m) | \$20 | \$40 | \$130 | N/A |
| Groundwater | | | | |
| Oil – Water Interface Probe | \$40 | \$100 | \$290 | N/A |
| Water level indicator | \$20 | \$40 | \$100 | N/A |
| PID 580B OVM w 10.6 eV Lamp (MiniRae3000) | \$60 | \$140 | \$480 | N/A |
| PID 580B OVM w 11.8 eV Lamp (MiniRae3000 w/ 11.7) | \$60 | \$290 | \$480 | N/A |
| Data logger (Levellogger 3001 Edge) | \$60 | \$140 | \$390 | N/A |
| Turbidity Meter (Lamote 2020) | \$20 | \$60 | \$160 | N/A |
| Horiba Meter | \$70 | \$210 | \$590 | N/A |
| Disposable Bailer | \$0 | \$0 | \$0 | \$10 |
| Peristaltic pump | \$20 | \$60 | \$150 | N/A |
| Health & Safety | | | | |
| 4 gas Range Meter CH4, H2S, CO, O2 (grae 3) | \$40 | \$110 | \$300 | N/A |
| Combustion Gas Indicator (Photovac MicroFID) | \$60 | \$180 | \$520 | N/A |
| Hydrogen Sulfide Analyzer | \$30 | \$60 | \$160 | N/A |
| Photo Ionization Detector (MiniRae3000 10.6 eV Lamp) | \$60 | \$140 | \$480 | N/A |
| Personal Dust Monitor – MINIRAM (PDR 1000) | \$60 | \$130 | \$380 | N/A |
| Personal Protective Equip – Level D (Tyvek, gloves, hard hat, steel-toed boots) | \$25 | N/A | N/A | N/A |
| Personal Protective Equip – Level C (Respirator with cartridge, Tyvek coveralls, outer gloves, gloves liner, hard hat, neoprene boots) | \$150 | N/A | N/A | N/A |
| Noise/Vibration | | | | |
| Accelerometer (HavPro Vibration meter) | \$70 | \$270 | \$670 | N/A |
| Octave Band Analyzer (Soundpro Type2 – 1/1 & 1/3) | \$50 | \$130 | \$360 | N/A |
| Sound Level Meter (Soundpro Type 1) | \$30 | \$80 | \$210 | N/A |
| Soil | | | | |
| Soil Sample Liners (SS liners 2"x6") | \$0 | \$0 | \$0 | \$5 |
| Hand Auger/Core Sampler | \$20 | \$40 | \$90 | N/A |
| Soil Sampling (Trowels, Sample Collection Equipment) | \$0 | \$0 | \$0 | \$50 |

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| EQUIPMENT RENTAL RATES (CONTINUED) | | | | |
|----------------------------------------------------|-------|---------|---------|------|
| Drum (Refurbished 55 gallon drum) | \$0 | \$0 | \$0 | \$60 |
| XRF Analyzer | \$650 | \$2,330 | \$5,850 | N/A |
| Other | | | | |
| Field Sampling Supplies | \$100 | N/A | N/A | N/A |
| Generator 2 KW | \$40 | \$100 | \$270 | N/A |
| G.P.S. Unit – Hand-held (Camera installed on unit) | \$140 | \$410 | \$980 | N/A |
| Vehicle, Field – 4WD | \$100 | \$550 | N/A | N/A |
| Vehicle, 2WD | \$60 | \$300 | N/A | N/A |

Subcontractors

Subcontractor invoices shall be billed to client with an APC fee of 10%

Invoice Scheduling

Invoices shall be submitted to client monthly.

4. A Summary breakdown of the Project fees is as follows:

| TASK | TASK DESCRIPTION | MAXIMUM TOTAL TASK PRICE |
|-------------------------------|-------------------------------------------------|---------------------------------|
| 1.1 | Interim Removal Action Workplan | \$50,928.80 |
| 1.1.1 | Topographical Survey | \$9,361.30 |
| 1.1.2 | Pre-Removal Design Investigation | \$12,850.00 |
| 1.1.3 | Estimate of Cost for Removal Action | \$10,178.75 |
| 1.1.4 | PM and Meetings | \$16,302.60 |
| Subtotal Task 1.1 | | \$99,621.45 |
| 1.2 | Public Participation iRAW | \$20,820.00 |
| 1.2.1 | Support 2 Public Meetings | \$17,932.60 |
| 1.3 | Bid Support Services, Implementation of iRAW | \$15,840.00 |
| 1.4 | Additional Optional Services | \$15,421.00 |
| Total Task 1 – Phase 1 | | \$169,635.00 |
| 2.1 | Removal Action Construction Oversight | \$7,528.00 |
| 2.2 | Closure Investigation Sampling | \$20,184.00 |
| 2.3 | Preparation of Removal Action Completion Report | \$40,340.00 |
| 2.4 | Additional Optional Services | \$6,805.00 |
| Total Task 2 – Phase 2 | | \$74,857 |
| PROJECT TOTAL | | \$244,492.00 |

3.1. Consultant shall be able to use staff not specifically outlined in the Detailed Cost Proposal to perform work on this project, so long as the key task managers and Project Managers remain the same as described in the proposal. Staff members not specifically outlined in the Detailed Cost Proposal must be billed in accordance with the Hourly Rate Schedule provided above, and the cost for their time must not surpass the not-to-exceed dollar amount of the Task they are assigned to, nor the total not to exceed dollar amount of this Agreement. Any modification of senior staffing is subject to County approval prior to any work being performed by the alternative senior staff member.

3.3. Consultant shall be able to request modification/reallocation of any of the task budgets outlined in the Detailed Cost Proposal. Consultant shall provide a written request that briefly describes the reason for the modification and how it benefits the project. Any modification/reallocation in budget between Tasks is subject to County approval prior to any additional work being performed.

3.4. A Detailed Cost Proposal shall be included with each corresponding Project Authorization.

EXHIBIT D
TO
MASTER AGREEMENT

PROJECT SCOPE OF WORK EXAMPLE

Project No. 000?

[To be prepared for each project.]

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project Scope of Work (hereinafter referred to as "P.S.W.") shall be subject to the terms and conditions set forth in the Professional Design Services Master Agreement made and entered into by and between the County of Stanislaus ("County") and Tetra Tech, Inc. ("Contractor"), on [Insert Date], 2017.

B. Scope of Work

The Consultant shall provide services under the Master Agreement and this P.S.W. as set forth in the Master Agreement Exhibit A and the following

[Detailed Scope Inserted Here]

C. Compensation

Consultant will be compensated for the services described herein in accordance with the Section 2.0 of the Master Agreement and Exhibit C – Fee Schedule to the Master Agreement. The maximum amount to be paid by the County for services provided under this P.S.W. shall not exceed \$700,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this P.S.W. A summary breakdown of this Project is included in Exhibit 1, attached hereto and incorporated herein by this reference.

D. Term of Project Authorization

The term of this P.S.W shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Consultant's services described herein shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

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

COUNTY OF STANISLAUS
Department of Parks and Recreation

TETRA TECH, INC.

By: _____
Jami Aggers, Director

By: _____
Ed Sussenguth
Operations Manager
"Consultant"

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

By: _____
Amanda Dehart, Deputy County Counsel

Attachment C

APPENDIX C

Voluntary Cleanup Program Standard Agreement

II.

BACKGROUND

2.1 Ownership. The Site is owned by **[PROPERTY OWNER]**. **[If site consists of more than one parcel, identify the owners of each parcel.]**

2.2 Substances Found at the Site. **[INCLUDE, IF KNOWN]** Reports, containing the results of environmental media sampling conducted at the Site, indicate that the **[LIST MEDIA]** is contaminated with hazardous substances, including **[LIST CONTAMINANTS]**.

2.3 Physical Description.

[BRIEFLY DESCRIBE SITE, SITE SIZE, AND THE GENERAL AREA, NOTING ANY DISTINGUISHING PHYSICAL FEATURES, SUCH AS SURFACE WATER BODIES, BUILDINGS, VACANT LOT, ETC.]

2.4 Site History.

[BRIEFLY DESCRIBE THE HISTORICAL USES OF THE SITE, INCLUDING ANY HAZARDOUS MATERIALS/WASTE HANDLING, STORAGE OR DISPOSAL AREAS, IF KNOWN.]

III.

AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. **[BRANCH CHIEF NAME, TITLE]** is designated by DTSC as its Manager for this Agreement. **[PROPONENT'S PROJECT MANAGER]** is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand

days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2. If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the site (site # [Calstars Site Code] and the docket number of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
400 P Street, 4th Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Agreement Manager.

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1. is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Grayson Road Firing Range
1,300' S of Eastern End of the West
Grayson Road Bridge Over San Joaquin
River
Modesto, California 95358

Proponent:

Nicole Damin
Stanislaus County Department of Parks
and Recreation
3800 Cornucopia Way, Suite C
Modesto, California 95358

Docket No. HSA-FY17/18-045

Voluntary Cleanup Agreement

Health and Safety Code
Section 25355.5(a)(1)(C)

The California Department of Toxic Substances Control (DTSC) and Stanislaus County Department of Parks and Recreation (Proponent) enter into this Voluntary Cleanup Agreement (Agreement) and agree as follows:

1. Site. This Agreement applies to the property located 1,300 feet south of the eastern end of the West Grayson Road Bridge, in Stanislaus County, California 95358 (Site), identified by Stanislaus County Assessor's Parcel Numbers 018-026-010, and any off-site area to which hazardous substances have or may have migrated from the Site. The Site is approximately 3 acres in size and is bordered by the San Joaquin River Channel to the east, and designated open space to the north, south, and west. A Site diagram and a Site location map are attached as Exhibits A and B.

2. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site.

3. Purpose. The purpose of this Agreement is for Proponent to investigate and/or remediate a release or threatened release of any hazardous substance at or from the Site under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from Proponent for DTSC's oversight costs incurred pursuant to this Agreement.

4. Ownership. The Site is owned by Stanislaus County.

5. Substances Found at the Site. Based on the information available to DTSC and Proponent, the Site is or may be contaminated with hazardous substances, including lead from spent bullet fragments.

6. Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent's deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. Proponent agrees to perform all the work required by this Agreement. Proponent shall perform the work in accordance with applicable local, state and federal statutes, regulations, ordinances, rules and guidance documents, in particular, Health and Safety Code section 25300 et seq., as amended.

A proposed schedule, from the date that DTSC receives the Proponent's comments on the VCA, is included as Exhibit E.

7. Additional Activities. DTSC and Proponent may amend this Agreement to include additional activities in accordance with Paragraph 17 of this Agreement. If DTSC expects to incur additional oversight costs for these additional activities, it will provide an estimate of the additional oversight costs to Proponent.

8. Endangerment During Implementation.

8.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

8.2. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities in accordance with Paragraph 7 of this Agreement or to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

9. Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

10. Sampling, Data and Document Availability. When requested by DTSC,

Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file compatible with Adobe Acrobat or a formatted file compatible with Microsoft Word.

11. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

12. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

13. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. The Proponent's Project Manager shall have the technical expertise in project management, regulatory compliance, and hazardous substance site cleanup sufficient to fulfill his or her responsibilities. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

14. Proponent's Consultant and Contractor. All engineering work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional engineer licensed in California, with expertise in hazardous substance site cleanup. All geological work performed pursuant to this Agreement shall be under the direction and supervision of a registered professional geologist licensed in California, with expertise in hazardous substance site cleanup. Proponent's contractors and consultants shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the registered professional engineer and/or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

15. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

16. Payment.

16.1. Proponent agrees to pay 1) all costs incurred by DTSC in association with preparation of this Agreement, and for oversight activities, including review of documents, conducted prior to the effective date of this Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and oversight of field activities. Costs incurred include interest on unpaid amounts that are billed and outstanding more than 60 days from the date of the invoice. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC may provide an updated or revised cost estimate as the work progresses. DTSC will bill Proponent quarterly. Proponent agrees to make payment within 30 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by Proponent.

16.2. In anticipation of oversight activities to be conducted, Proponent shall make an advance payment of \$20,019 to DTSC no later than 10 days after this Agreement is fully executed. It is expressly understood and agreed that DTSC's receipt of the entire advance payment as provided in this paragraph is a condition precedent to DTSC's obligation to provide oversight, review of or comment on documents. If the advance payment exceeds DTSC's final costs, DTSC will refund the difference within 120 days after the performance of this Agreement is completed or after this Agreement is terminated pursuant to Paragraph 18 of this Agreement.

16.3. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site # 102345) and the docket number of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards or electronic funds transfer. Payments by check shall be sent to:

Accounting Office
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

16.4. DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

17. Amendments. This Agreement may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

18. Termination for Convenience.

18.1. Except as otherwise provided in this paragraph, each party to this Agreement reserves the right to unilaterally terminate this Agreement for any reason. Termination may be accomplished by giving a 30-day advance written notice of the election to terminate this Agreement to the other party. In the event that this Agreement is terminated under Paragraph 18.1, Proponent shall be responsible for DTSC costs through the effective date of termination.

18.2. If operation and maintenance activities are required for the final remedy, Proponent may not terminate the Agreement under Paragraph 18.1 upon DTSC's approval of an Operation and Maintenance Plan as proposed by Proponent, unless an Operation and Maintenance Agreement is entered into between DTSC and Proponent or between DTSC and a party responsible for the required operation and maintenance activities.

19. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

20. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefor. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to Proponent under applicable laws.

21. Non-Admission of Liability. By entering into this Agreement, Proponent does

not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

22. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

23. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

24. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

25. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

26. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

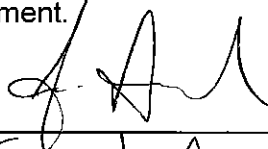
27. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

28. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

29. Representative Authority. Each undersigned representative of the party to his Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

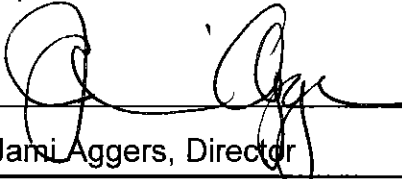
30. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same

document.



Fernando Amador Sup HSE
Cleanup Program
Department of Toxic Substances Control

Date: 12/5/17



Jami Aggers, Director

Date: 12/4/17

[Print Name and Title of Representative]

Stanislaus County
Representing **[Name of Proponent]**

EXHIBITS

A - SITE DIAGRAM

B - SITE LOCATION MAP

C - SCOPE OF WORK

D - COST ESTIMATE

E - SCHEDULE

TASK 3.

Preliminary Endangerment Assessment (PEA). Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994). Documents which may be required as part of the PEA are:

- (a) PEA Workplan. This workplan shall include a sampling plan designed to determine the type and general extent of contamination at the Site; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control plan to produce data of known quality.
- (b) PEA Report. This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

TASK 4

Sampling and Analysis

4.1 Sampling and Analysis Workplan. The Proponent will submit a workplan that describes the activities proposed to characterize soil and groundwater contamination associated with the Site. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

4.2 The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

4.3 Site Characterization Report.

The Proponent will submit a Site Characterization Report that at a minimum presents the data, summarizes the findings of the investigation, validates all data, and includes recommendations and conclusions.

TASK 5 REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)

The RI/FS shall be conducted consistent with the U.S. Environmental Protection Agency's Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988, (EPA/540-G-89/004).

5.1 Remedial Investigation/Feasibility Study Objectives

The objectives of the RI/FS are to:

- (a) Characterize the extent of hazardous substance contamination at the Site;
- (b) Identify existing and potential migration pathways, including the direction, rate and dispersion of

- (a) Description of the Current Situation
- (b) Description of Remedial Action Technologies
- (c) Screening of Remedial Action Technologies
- (d) Analysis of Remedial Action Alternatives
- (e) Recommended Remedial Action

TASK 6.

Removal Action Workplan. If DTSC determines a removal action is appropriate, the Proponent will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

If the proposed removal action does not meet the requirements of Health and Safety Code section 25356.1(h), the Proponent will prepare a Remedial Action Plan (RAP) in accordance with Health and Safety Code section 25356.1(c) for DTSC review and approval. **[Optional Language: The preparation, review and approval of a RAP may be addressed under a separate Agreement.]**

TASK 7.

Remedial Action Plan. If DTSC determines the final remedy cannot be implemented under a Removal Action Workplan, Proponent will prepare a Remedial Action Plan (RAP) in accordance with the standards and requirements set forth in Health and Safety Code section 25356.1. The RAP is based on the approved RI and FS Reports and sets forth in detail appropriate steps to remedy soil, surface water and groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

TASK 8.

California Environmental Quality Act (CEQA). Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

with DTSC's review and approval.

13.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

13.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

[INCLUDE THE FOLLOWING TASKS ONLY IF CONDUCTING A RAP/RAW].

13.4 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

13.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

13.6 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

13.7 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 14.

Deed Restrictions. The parties agree that deed restrictions or land use restrictions may be necessary to insure full protection of the environment and human health. DTSC may require such deed restriction or land use restriction in the Final RAW/RAP. Proponent agrees to sign and record the deed or land use restrictions approved by DTSC.

TASK 15.

Operation and Maintenance (O&M). The Proponent shall comply with all operation and maintenance requirements in accordance with the final RAW, final RAP and/or RDIP. Proponent shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Site.

TASK 16.

Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by the Proponent until and except to the extent that DTSC authorized the Proponent in writing to discontinue, move or modify some or all of the remedial technology because the Proponent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.



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

PROJECT SCOPE OF WORK
Project No. 17-001

PHASE I: PREPARATION OF REMOVAL ACTION WORKPLAN

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project Scope of Work (hereinafter referred to as "P.S.W.") shall be subject to the terms and conditions set forth in the Professional Design Services Master Agreement made and entered into by and between the County of Stanislaus ("County") and Tetra Tech, Inc. ("Contractor"), on September 25, 2017.

B. Scope of Work

The Consultant shall provide services under the Master Agreement and this P.S.W. as set forth in the Master Agreement Exhibit A and the following:

1. Consultant shall provide all the labor, qualified personnel, materials and equipment to prepare a RAW for the cleanup of the Stanislaus County Former Firing Range in Grayson, CA (the site), in accordance with the standards set forth by DTSC's guidance document entitled "PROVEN TECHNOLOGIES AND REMEDIES GUIDANCE – REMEDIATION OF METALS IN SOIL" (Guidance Document). The RAW shall include the necessary and applicable informational elements presented in APPENDIX C3 of the DTSC's guidance document, the "REMOVAL ACTION WORKPLAN SAMPLE".

1.1. Task 1.1 – Interim Removal Action Workplan

The iRAW shall include an evaluation of removal options and detailed evaluation of removal alternatives for the site, as outlined in the Guidance Document. Consultant's evaluation shall determine if excavation is the most appropriate cleanup alternative. The evaluation shall contain a detailed site-specific evaluation of alternatives including no action, excavation/disposal, and containment/capping. Site-specific removal action objectives shall be identified based on soil data obtained in the Phase I and Phase II Investigations, as well as an evaluation of unrestricted land use and the potential risk to human health and ecological receptors.

The iRAW shall consider the effectiveness, implementability, and cost evaluation criteria identified in the Guidance Document for the selection of the preferred alternative. The design of the removal action shall optimize the effectiveness of the removal alternative, and cost effective implementation of the excavation, sorting, and profiling of the soils for disposal based on the site characteristics and the goal of achieving a NFA determination from the DTSC.

The iRAW shall include the following elements as required by the Guidance Document for site specific cleanup, including but not limited to:

- a. Introduction – Describes the regulatory basis of the removal action, iRAW objectives, site description, and purpose of the removal action.

- b. Site Characterization – Provides site characterization based on the Phase I and Phase II site assessments, site history, geology and hydrogeology, hydrology, and nature and extent of contamination. This section shall include a SLHHRA and SLERA to evaluate the current site risks. The SLHHRA and SLERA shall be used in the development of preliminary removal action goals for the site necessary to obtain NFA determination. Consultant shall conduct a biological assessment of the site, as required, to develop the SLERA.
- c. RAG and RAO – The RAG and RAO shall describe the development of the removal goals and objectives based on the SLHHRA and SLERA and summarize the applicable and appropriate requirements.
- d. Alternative Evaluation – Identifies and screens possible removal action technologies that may best achieve the RAOs. This section shall develop and evaluate removal action alternatives based on their effectiveness, implementability, and cost. These alternatives shall be evaluated as required by the Guidance Document. Currently, it is anticipated that the preferred alternative may include excavation with soil screening and offsite disposal because the future unrestricted use scenario would not allow containment or capping of material onsite.
- e. Removal Action Implementation (Excavation, Design and Restoration Plan) – Describes the methodology and key design elements for implementing the removal action. These elements shall include:
 - (1) Delineating the excavation areas and sensitive habitats or plants;
 - (2) Permits, consultations, and notifications;
 - (3) Site construction preparation requirements;
 - (4) Excavation and screening methodology;
 - (5) Management of wastes including screened soils and metal fragments;
 - (6) Stockpile management and waste loading;
 - (7) Control measures (dust control, fencing, erosion, storm water protection); and
 - (8) Air monitoring during excavation, screening, and loading.
- f. Sample and Analysis Plan – Describes the confirmation sampling required by the County, and oversight of the construction contractor to confirm both removal of the required soil and assess completion of the removal action. The plan shall also describe proposed closure investigation sampling to be conducted after the removal action to support a request for NFA determination from the DTSC. Sampling activities shall include XRF screening to confirm the extent of waste as excavation proceeds, as well as laboratory split sampling to confirm XRF findings. A protocol shall confirm the final limits of excavation to support NFA, as well as support Quality Assurance/Quality Control (QA/QC) criteria. The Sample and Analysis Plan shall also describe sampling of excavated soils for proper waste characterization and disposal. Ultimate disposal determination shall be according to the requirements of State and Federal hazardous waste regulations. Closure investigation sampling shall include both XRF and laboratory analysis necessary to confirm compliance with removal action goals and support evaluation of any residual risk to human health and ecological receptors.
- g. Transportation Plan – Describes the transportation requirements for the removal action, including the waste profiling, waste classification, and waste manifests; potential disposal facilities; the transportation type and routes; site and ingress/egress traffic control; and associated record keeping. The Transportation Plan shall be kept broad enough so that it can be refined by the Contractor selected to do the clean-up and removal action according to conditions of the site at that time.
- h. Health and Safety Plan – Identifies the standards that will be used to develop the

SSHSP and key elements to be included in the removal construction contractor's SSHSP, as well as SSHSP for surveying, sampling, and construction oversight. The Health and Safety Plan shall be kept broad enough so that it can be refined by the Contractor selected to do the clean-up and removal action according to conditions of the site at that time.

- i. Public Participation Plan – Identifies the public participation requirements for the iRAW process. Applicable public participation activities are summarized in this section.
- j. CEQA Documentation – Describes the documents that were prepared or reviewed to ensure CEQA compliance, including the approval status of the documents. The County shall apply for a Categorical Exemption to DTSC since the removal action will not have a significant effect on the environment and is a minor action to mitigate hazardous substances. CEQA documents and/or approval notices shall be provided by the County and included as an Appendix in the iRAW. The Consultant shall provide consultation related to the intent and purpose of obtaining a CEQA Exemption Determination for the project.
- k. The iRAW deliverables shall include:
 - (1) Four internal draft copies for review and comment by the County,
 - (2) Four draft iRAW copies, which will incorporate County comments, and be provided to the DTSC for review and comment, and
 - (3) Four final iRAW copies, which will incorporate DTSC's comments.
- l. The final iRAW shall be distributed to DTSC and to the public information repository. A compact disc containing the native and pdf files for each deliverable shall be included with the hard copy reports for County records.
- m. Proposed schedule for iRAW submittals and reviews:
 - (1) The Consultant shall submit the internal draft iRAW within 45 calendar days (CDs) of start of project for County review.
 - (2) County shall provide comments to the internal Draft iRAW within 7 CDs of receipt of the document.
 - (3) The Consultant shall provide a Response to Comments within 7 CDs of receipt of the review comments from the County.
 - (4) The Consultant shall prepare the Draft iRAW for submittal to DTSC within 14 CDs of County's approval of Response to Comments.
 - (5) It is assumed that DTSC will take 30 CDs to provide comments to the Draft iRAW.
 - (6) The Consultant shall provide response to comments to DTSC's review comments within 7 CDs of receipt of comments.
 - (7) It is assumed DTSC will approve RTCs within 14 Days.
 - (8) The Consultant shall submit the final iRAW within 21 CDs of approval of response to Comments.
- n. Assumptions Associated with Task 1.1:
 - (1) Pricing is based on the development of the iRAW as outlined above.
 - (2) One visit by Consultant to the site for Biological review.
 - (3) One meeting by Consultant with the agencies and Stanislaus County to scope the iRAW.
 - (4) Production and submittal of four (4) internal draft copies to the County for review and comment.
 - (5) Production and submittal of four (4) draft iRAW copies, which shall incorporate County comments, and be provided by Consultant to the DTSC for review and

- comment.
- (6) Production and submittal of four (4) final iRAW copies to the County, which shall incorporate DTSC's comments.
 - (7) Human health Risk Assessment is based on California Human Health Screening Levels (CHHSLs).
 - (8) There is a single review of the iRAW by the agencies. The price does not include multiple consultation to various agencies other than priced in Task 1.1.4.
- o. Screening Level Eco-risk Assessment Assumptions include:
- (1) A desktop eco risk assessment shall be completed by Consultant as part of the iRAW to develop preliminary removal goals.
 - (2) Consultant's Biologist shall visit the site and complete an ecological checklist for the site (assuming one day site visit by the biologist/ecologist).
 - (3) Consultant shall evaluate risk to plants, invertebrates, birds (3 representative receptors), and mammals (3 representative receptors).
 - (4) Chemicals to be evaluated by Consultant are the potential chemicals of concern for firing ranges limited to lead, arsenic, antimony, copper, tin, zinc, and iron, with the primary concern being lead.
 - (5) Only one set of responses to DTSC comments shall be prepared by Consultant for resolution before the final report.

1.1.1. Topographical Survey

Task 1 shall include a topographical survey of the site, which shall be used to develop a base map and provide a current estimate of berm area and volume. The base map shall include the overall site contours, site features, and the location of survey monument(s). This information shall be used in the development of the iRAW's site layout, excavation, and restoration design figures.

a. Assumptions Associated with Task 1.1.1:

- (1) The survey shall cover all of the firing range, berm, and extend slightly outside of the firing area of approximately 800 feet by 450 feet. The overall area to be mapped by Consultant is estimated to be approximately 8 acres.
- (2) Consultant shall establish one benchmark for horizontal and vertical control on and around the project site.
- (3) The horizontal datum for this work shall be most recent California State Plane Coordinate System based on the North American Datum of 1983 (NAD 83) and expressed in imperial units. The vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).
- (4) Consultant shall utilize the survey point file to generate a base map and existing ground contours for the removal action design in AutoCAD

1.1.2. Pre-Removal Design Investigation

The Consultant shall provide support to the County for a pre-removal design investigation. The investigation shall consist of trenching through the firing berm at several locations. The objectives of this subtask are to better define the conditions of the firing berm and characteristics of the soil which can be used in optimizing the cost effectiveness of the removal action design. The trenching shall assist with observing potential clay layers within the berm, screening soils with manual sieves to assess the depth of bullet impact and soil characteristics of the berm, evaluate the recovered metal weight/volume, evaluate the weight of impacted soil/volume, and the evaluate weight of screened soil/volume. The investigation shall also include field screening for lead using XRF. Laboratory split sampling to confirm

XRF findings and to characterize waste for disposal using federal TCLP and state of California WET. The Consultant's support shall consist of providing an environmental scientist to assist the County in excavation, sieving of the soil, collection of the soil samples in the field, and instruction in operation of the XRF equipment. The County shall be responsible for sending the soil samples to their analytical laboratory and the cost for the analytical testing of the soil samples.

a. Assumptions Associated with Task 1.1.2:

- (1) Consultant shall spend two days in the field to conduct the investigation.
- (2) One Mid-level Scientist from Consultant's firm shall provide oversight to the Stanislaus County geologist for one day field work and one day preparation.
- (3) Consultant shall provide the XRF Analyzer machine for 2 days.
- (4) Consultant shall provide the backhoe equipment and operator. Assumes one single mobilization and demobilization of equipment.
- (5) County shall be responsible for the cost of analytical laboratory testing of any soil samples.

1.1.3. Estimate of Cost for Removal Action

The Consultant shall provide an estimate of probable cost to the County for the soil removal action. The estimate of probable costs shall be used to support budget authorization for Phase II of the project. The cost shall be based on quantities established in the iRAW and unit cost line items. In some cases, the costs will be based on an assembly level of detail and factoring methods. The cost estimate shall be Class 3 estimate defined by Association for the Advancement of Cost Engineering (AACE).

a. Assumptions associated with Task 1.1.3:

- (1) One cost estimate submittal will be prepared based on the Draft iRAW and agency's comments to the Draft iRAW.
- (2) The price shall be based on quantities established in the iRAW and unit cost line items. In some cases, the costs shall be based on an assembly level of detail and factoring methods.
- (3) The deliverables include a draft for Stanislaus County review and a final.

1.1.4. Project Management and Meetings

The Consultant shall participate in monthly phone calls with the County and periodic in-person meetings with the regulatory agencies. The following project meetings are anticipated:

- a. At the beginning of preparation of the iRAW,
- b. At the start of the project coordination meeting with the County and regulatory agencies,
- c. Following submittal of the internal draft iRAW to review County comments, and
- d. Following submittal of the draft iRAW to the regulatory agencies to discuss agencies' comments.
- e. Assumptions associated with Task 1.1.4:
 - (1) Price includes a total of four meetings attended by the Project Manager and lead Scientist.
 - (2) Price includes monthly telephone calls and day to day management.

1.2. Task 1.2 – Public Participation Support

The removal action process based on DTSC's Guidance Document generally requires public participation. The below are optional services the County may request of Consultant. Consultant shall verify with County and receive written approval before performing any of the below services:

- a. Develop a community profile.
 - (1) Consultant shall prepare a draft Public Participation Plan (PPP) for Stanislaus County/DTSC's input and submit it electronically in Adobe PDF format.
 - (2) Consultant shall incorporate comments from the draft PPP into a final PPP. The final PPP submittal shall consist of an electronic copy of the PPP in Adobe PDF format.
 - (3) Consultant shall not produce a formal response to comments on the draft PPP, alternately any comments shall be addressed via discussion on a teleconference call and/or email.
 - (4) Consultant assumes the PPP will be no more than 70 pages in color and include up to 8 figures/maps.
- b. Prepare an iRAW and CEQA Categorical Exemption fact sheet. The fact sheet shall be distributed to the public.
 - (1) Consultant shall prepare one fact sheet that will be no more than 8 color (pages 4 double sided 11X17s).
 - (2) Consultant shall procure a mailing list from a mail-house.
 - (3) Consultant shall mail the fact sheet to the procured mailing list.
 - (4) Consultant assumes the mailing list to be no more than 3,000 recipients.
- c. Publish an iRAW notice of availability for public review and comment.
 - (1) Consultant shall prepare and publish one public notice in the local newspaper announcing the availability of the iRAW/RAP and announce the public meeting.
 - (2) The notice shall be a small display ad up to a ¼ of a page, run once excluding Sundays.
 - (3) Consultant shall put the public notice through the three tiered quality control process prior to submitting it to Stanislaus County.
- d. Provide and make available the iRAW and other supporting documents at DTSC's office and in the local information repository.
 - (1) Consultant shall work with Stanislaus County/DTSC to upload supporting documents to their websites to provide access to the public.
 - (2) Consultant shall coordinate with the local library to place supporting documents in the Stanislaus County information repository.
 - (3) Consultant may need to make a trip to the information repository to place supporting documents if it does not line up with another task.
- e. Respond to public comments received on the iRAW and CEQA documents.
 - (1) Consultant shall provide follow up on public comments provided during the iRAW comment period and during the public meeting.
 - (2) This may include preparing a responsiveness summary and providing follow up material to the public.

Task 1.2.1. Support for Two Public Meetings

The below are optional services the County may request of Consultant. Consultant shall verify with County and receive written approval before performing any of the below services:

- a. Consultant shall provide support to conduct two public meetings for executing the removal action. The services shall include:
 - (1) Preparation of the meeting notices
 - (2) Preparation of meeting support material including handouts and presentation

- material.
- (3) Reproduction of the meeting documents.
 - (4) Mailing by USPS of the meeting notices.
 - (5) The meetings shall be attended by technical staff and a community relations specialist to facilitate and document the meetings.
 - (6) County shall be responsible for publishing the public notice in the local newspaper announcing the public meeting.
 - (7) Consultant shall provide support and facilitate up to two public meetings.
 - (8) Consultant shall set up, prepare for, and attend up to two public meeting or workshops.
 - (9) Consultant shall provide one Senior Community Involvement Coordinator to attend public meetings to facilitate and take notes on the iRAW discussion and comments.
 - (10) It is assumed there will be no venue cost for the public meeting.
 - (11) Consultant shall prepare hard copies of presentation materials for the public meeting. This shall include a maximum of 15 pages of handouts for 50 meeting attendees. All copies shall be double-sided and color.
 - (12) The public meeting shall be no more than four hours, including time for preparation/clean-up.
 - (13) Consultant shall provide audio visual support which includes providing a projector and computer for the public meeting.
 - (14) County shall be the technical lead presenter for the meeting with Consultant's technical team providing support.

1.3. Task 1.3 – Bid Support Services for Implementation of the Interim Removal Action

The Consultant shall provide support to the County for the preparation of removal action bid solicitation documents and the evaluation of received bids. The Contractor shall prepare the SOW to support County procurement of the removal action contractor. The removal action contractor shall ultimately implement the selected alternative, as described in the iRAW. A draft and final SOW shall be developed. The SOW shall include a schedule of values for breaking out the major removal construction tasks for pricing and payment. The Consultant shall be available to assist the County in responding to requests for information and provide the County with written technical responses to the bidder's questions.

a. Assumptions associated with Task 1.3:

- (1) Consultant shall submit one draft and final copy of the Scope of Work, specifications, and drawings for procurement of the Removal Action Contractor
- (2) County shall prepare the administrative sections (General Requirements, General Conditions, and directions to the bidders) of the bid documents and be responsible for issuing the procurement package for bidding

1.4. Task 1.4 - Additional Optional Services

At discretion of the County, the Consultant shall perform additional services as needed to complete this project. Additional work performed shall be billed on a time and materials basis based on Consultant's current rate sheet (see Exhibit C to Master Agreement). Consultant must provide written details and receive written approval of any additional services that are performed. The amount budgeted for additional optional services shall not exceed \$15,421.

C. Compensation

Consultant will be compensated for the services described herein in accordance with Section 2.0 of the Master Agreement, Exhibit C – Fee Schedule to the Master Agreement, and Exhibit 1 to this Project Authorization. The maximum amount to be paid by the County for services provided under

this P.S.W. shall not exceed **One Hundred Sixty-Nine Thousand, Six Hundred Thirty-Five Dollars (\$169,635.00)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this P.S.W. A detailed breakdown of the Fee Schedule for this Project is included in Exhibit 1, attached hereto and incorporated herein by this reference.

1.1. Price Schedule

The not to exceed total for this Project Authorization consists of the following tasks:

| Task | Title | Amount |
|--------------------------------------------|-------------------------------------------------------------------|---------------------|
| Task 1.1 | Interim Removal Action Workplan | \$50,928.80 |
| Subtask 1.1.1 | Topographical Survey | \$9,361.30 |
| Subtask 1.1.2 | Pre-Removal Design Investigation | \$12,850.00 |
| Subtask 1.1.3 | Estimate of Cost for Removal Action | \$10,178.75 |
| Subtask 1.1.4 | PM and Meetings | \$16,302.60 |
| Subtotal Task 1.1 | | \$99,621.45 |
| Task 1.2 | Public Participation iRAW | \$20,820.00 |
| Task 1.2.1 | Support 2 Public Meetings | \$17,932.60 |
| Task 1.3 | Bid Support Services Implementation of the Interim Removal Action | \$15,840.00 |
| Task 1.4 | Additional Optional Services | \$15,421.00 |
| Total Not to Exceed Fee for Phase 1 | | \$169,635.00 |

- 1.2. Consultant shall be able to modify the task and subtask budgets and staffing allocations based on need, however, the overall total budget shall not be modified.
- 1.3. Consultant shall be able to use staff not specifically outlined in the below Detailed Cost Proposal to perform work on this project, so long as the key task managers and Project Managers remain the same as described in the proposal. Staff members not specifically outlined in the below Detailed Cost Proposal must be billed in accordance with the Hourly Rate Schedule provided above, and the cost for their time must not surpass the not-to-exceed dollar amount of the Task they are assigned to, nor the total not to exceed dollar amount of this Agreement. Any modification of senior staffing is subject to County approval prior to any work being performed by the alternative senior staff member.
- 1.4. Consultant shall be able to request modification/reallocation of any of the task budgets outlined in the below Detailed Cost Proposal. Consultant shall provide a written request that briefly describes the reason for the modification and how it benefits the project. Any modification/reallocation in budget between Tasks is subject to County approval prior to any additional work being performed. In no case shall spending exceed the not to exceed dollar amount of this Agreement.
- 1.5. Detailed Cost Proposal included as Exhibit 1.

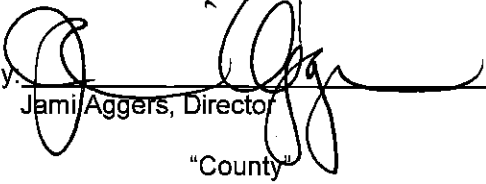
D. Term of Project Authorization

The term of this P.S.W shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

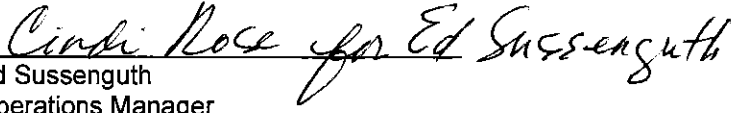
IN WITNESS WHEREOF, the parties hereto have caused this Project Scope of Work, Project No. 17-001 to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Parks and Recreation

TETRA TECH, INC.


By: 

Jami Aggers, Director
"County"

By: 

Ed Sussenguth
Operations Manager
"Consultant"

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

By: 

Amanda Dehart, Deputy County Counsel

**EXHIBIT 1
TABLE 1: DETAILED FEE SCHEDULE: PHASE ONE**

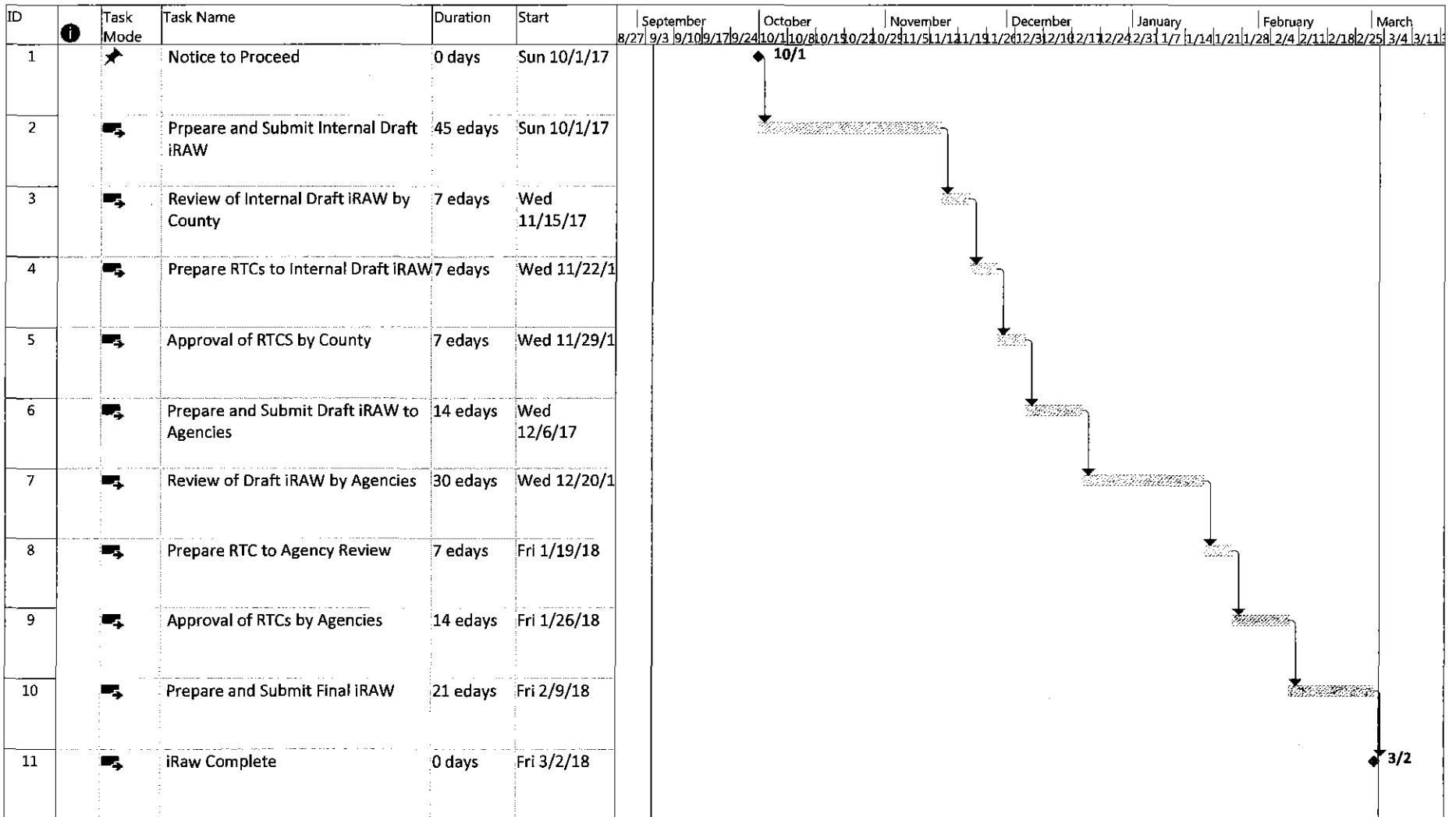
| TITLE | HR. RATE | TASK 1.1 IRAW | | SUBTASK 1.1.1 Topo Survey | | SUBTASK 1.1.2 Pre-Removal Design Investigation | | SUBTASK 1.1.3 Estimate of Cost for Removal Action | | SUBTASK 1.1.4 PM and Meetings | | TASK 1.2 Public Participation Support | | TASK 1.2.1 Public Meeting Support (2 Meetings) | | TASK 1.3 Bid Support Services | | PHASE ONE TOTAL S | |
|--------------------------------|----------|---------------|--------------------|---------------------------|-------------------|------------------------------------------------|-----------------|---------------------------------------------------|--------------------|-------------------------------|--------------------|---------------------------------------|-----------------|------------------------------------------------|--------------------|-------------------------------|-----------------|-----------------------------------------------|------------------|
| | | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | | |
| Engineer – Senior | \$170 | 24 | \$4,080 | | | | | | | | | | | | | | | \$4,080 | |
| Engineer – Staff | \$130 | 68 | \$8,840 | | | | | | | | | | | | | | | \$8,840 | |
| Engineer – Junior | \$90 | 144 | \$12,960 | 4 | \$360 | 8 | \$720 | 58 | \$5,220 | 16 | \$1,440 | 16 | \$1,440 | 16 | \$1,440 | 80 | \$7,200 | \$30,780 | |
| Scientist – Senior | \$165 | 2 | \$330 | | | | | | | | | | | | | | | \$330 | |
| Scientist – Mid-Level | \$140 | 72 | \$10,080 | | | 30 | \$4,200 | 18 | \$2,520 | 46 | \$6,440 | | | 30 | \$4,200 | 32 | \$4,480 | \$31,920 | |
| Scientist – Staff | \$115 | 28 | \$3,220 | | | | | | | | | | | | | | | \$3,220 | |
| Community Relations Spec. | \$115 | | | | | | | | | | | 36 | \$4,140 | 40 | \$4,600 | | | \$8,740 | |
| Technical Editor | \$115 | | | | | | | | | | | 80 | \$9,200 | | | | | \$9,200 | |
| Principal Consulting PM | \$215 | 10 | \$2,150 | 2 | \$430 | 2 | \$430 | 2 | \$430 | 18 | \$3,870 | 4 | \$860 | 10 | \$2,150 | 4 | \$860 | \$11,180 | |
| Senior Project Manager | \$165 | 8 | \$1,320 | | | 2 | \$330 | 1 | \$165 | 20 | \$3,300 | 4 | \$660 | 10 | \$1,650 | 4 | \$660 | \$8,085 | |
| Contract Manager | \$135 | 3 | \$405 | 3 | \$405 | 3 | \$405 | 3 | \$405 | 4 | \$540 | 4 | \$540 | 4 | \$540 | 4 | \$540 | \$3,780 | |
| Procurement Specialist | \$95 | | | 2 | \$190 | | | | | | | | | | | | | \$190 | |
| GIS Analyst | \$75 | 32 | \$2,400 | | | | | | | | | | | | | | | \$2,400 | |
| CADD Operator | \$90 | 30 | \$2,700 | 4 | \$360 | | | 8 | \$720 | | | | | | | 6 | \$540 | \$4,320 | |
| Clerical | \$65 | 24 | \$1,560 | 4 | \$260 | | | 10 | \$650 | 8 | \$520 | 40 | \$2,600 | 16 | \$1,040 | 24 | \$1,560 | \$8,190 | |
| Labor Subtotal | | 445 | \$50,045 | 19 | \$2,005 | 45 | \$6,085 | 100 | \$10,110 | 112 | \$16,110 | 184 | \$19,440 | 126 | \$15,620 | 154 | \$15,840 | \$135,255 | |
| SUBCONTRACTORS | | | | | | | | | | | | | | | | | | | |
| Surveyor | | | | | \$6,600 | | | | | | | | | | | | | | |
| Demographic Info Purchase | | | | | | | | | | | | \$300 | | | | | | | |
| Markup (10%) | | | | | \$660 | | | | | | | \$30 | | | | | | | |
| SubContractor Subtotal | | | | | \$7,260 | | | | | | | \$330 | | | | | | | |
| EQUIPMENT RATES | | | | | | | | | | | | | | | | | | | |
| Equipment Rental*(See Table 2) | | | | | | | \$6,690 | | | | | | | | | | | | |
| Equipment Rate Subtotal | | | | | | | \$6,690 | | | | | | | | | | | | |
| ODC and TRAVEL | | | | | | | | | | | | | | | | | | | |
| Shipping | \$25 | 2 | \$50 | | | | | | | | | 2 | \$50 | | | | | | |
| Reproduction | LS | | \$737.50 | | | | | \$68.75 | | | | \$1,000 | | \$1,120 | | | | | |
| Mileage | \$,535 | 180 | \$96.30 | 180 | \$96.30 | | | | | 360 | \$192.60 | | | 360 | \$192.60 | | | | |
| Fuel Generator, Rental Car | LS | | | | | | \$75 | | | | | | | | | | | | |
| Postage | \$1 | | | | | | | | | | | | | 1000 | \$1,000 | | | | |
| ODC Subtotal | | | \$883.80 | | \$96.30 | | \$75 | | \$68.75 | | \$192.60 | | \$1,050 | | \$2,312.60 | | | | |
| TASK SUBTOTALS | | | \$50,928.80 | | \$9,361.30 | | \$12,850 | | \$10,178.75 | | \$16,302.60 | | \$20,820 | | \$17,932.60 | | \$15,840 | \$154,214 | |
| | | | | | | | | | | | | | | | | | | TASK 1.4: ADDITIONAL OPTIONAL SERVICES | \$15,421 |
| | | | | | | | | | | | | | | | | | | GRAND TOTAL | \$169,635 |

***TABLE 2: EQUIPMENT RENTAL DETAILED SCHEDULE**

| Description | Rates | | | TASK 1.1.2 PRE-REMOVAL DESIGN INVESTIGATION | | |
|----------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------------------------------------------------|------|----------------|
| | Daily | Weekly | Monthly | Unit/ Hourly | Days | Cost |
| Health & Safety | | | | | | |
| Personal Dust Monitor – MINIRAM (PDR 1000) | \$60 | \$130 | \$380 | | 1 | \$60 |
| Personal Protective Equip – Level C (Respirator with cartridge, Tyvek coveralls, outer gloves, gloves liner, hard hat, neoprene boots) | \$150 | | | | 1 | \$150 |
| Soil | | | | | | |
| XRF Analyzer | \$650 | \$2,330 | \$5,850 | | 1 | \$650 |
| Other | | | | | | |
| Field Sampling Supplies | \$100 | | | | 1 | \$100 |
| Generator 2 KW | \$100 | \$300 | \$900 | | 2 | \$200 |
| G.P.S. Unit – Hand-held (Camera installed on unit) | \$140 | \$410 | \$980 | | 2 | \$280 |
| Vehicle. Field – 4WD | \$125 | \$550 | | | 2 | \$250 |
| Backhoe and Operator. Includes Mob/Demob | \$2,500 | | | | 2 | \$5,000 |
| TOTAL | | | | | | \$6,690 |

EXHIBIT 2

[SEE ATTACHED SCHEDULE]



Project: Draft Grayson Road Firing
Date: Tue 9/5/17

| | | | | | |
|--------------------|--|-----------------------|--|--------------------|--|
| Task | | Inactive Summary | | External Tasks | |
| Split | | Manual Task | | External Milestone | |
| Milestone | | Duration-only | | Deadline | |
| Summary | | Manual Summary Rollup | | Progress | |
| Project Summary | | Manual Summary | | Manual Progress | |
| Inactive Task | | Start-only | | | |
| Inactive Milestone | | Finish-only | | | |



Request for Agency Oversight Application

The purpose of this application is to provide the Department of Toxic Substances Control (DTSC) and the Regional Water Quality Control Board (Water Board) sufficient information to determine which agency will be the appropriate lead agency to provide oversight for the assessment and/or remediation of this Brownfield site. The detailed site information requested in this application will also help the appropriate lead agency to expedite the development of a cost recovery agreement, so that the applicant can begin work in a timely and efficient manner.

For a California Land Reuse and Revitalization Act (CLRRA) Agreement or a Prospective Purchaser Agreement, please complete the appropriate Supplemental Attachment since additional information is required for these programs.

| |
|------------------------------------------------------------------|
| SECTION 1 APPLICANT/PRIMARY CONTACT INFORMATION |
|------------------------------------------------------------------|

The Applicant (i.e., individual, business entity, or organization) requesting oversight must possess all necessary rights and access to the site so that it can carry out any and all activities that the oversight agency may require in making its regulatory decisions.

Applicant Name: Stanislaus County Department of Parks and Recreation

Applicant Point of Contact Name: 1.) Merry Mayhew 2.) Nicole Damin

E-mail Address: MMayhew@envres.org NDamin@envres.org

Phone: (209)525-6760 - Merry (209)525-6725- Nicole

Address, City, County & Zip Code: 3800 Cornucopia Way Ste C,
Modesto, STANISLAUS, 95358

Applicant's relationship to site: Current Owner Operator

Local Agency Prospective Purchaser Developer

Other (please describe):

Current Owner (if different from Applicant): Stanislaus County

Owner Point of Contact Name: Same as above

E-mail Address: Same as above

Phone: (209)525-6700 Main Office

Address, City, County & Zip Code: 3800 Cornucopia Way Ste C,
Modesto, STANISLAUS 95358

Consulting Firm Name: Tetra Tech

Consultant Point of Contact Name: Steve Krueger

E-mail Address: Steve.Krueger@tetrattech.com



Request for Agency Oversight Application

Phone: (916)853-4500

Address, City, County & Zip Code: 2969 Prospect Drive Ste100,
Rancho Cordova, CA 95670

Primary Point of Contact for this Site: Applicant Contact or Consultant Contact or
Owner Contact

Billable Party Information:

Billing Point of Contact Name: Merry Mayhew/Nicole Damin

E-mail Address: MMayhew@envres.org / NDamin@envres.org

Phone: (209)525-6700-Main

Address, City, County & Zip Code: 3800 Cornucopia Way Ste C,
Modesto, CA 95358

Tax ID Number (applicable only to business entities and organizations; please do not
provide individual social security numbers): 94-600540

**SECTION 2
SITE INFORMATION**

If applicable, the applicant may reference information from an attached Phase 1
Environmental Assessment or other site investigation reports available for the Site.

1. Is this Site listed on Envirostor? Yes No and/or Geotracker? Yes No
2. Name of Site: Grayson Road Firing Range
3. Address City County ZIP: 8250 W. Grayson Road, Patterson, STANISLAUS
95358
4. APN(s): 018-026-010 Acres: +/- 3 acres Zoning: A-2-40 General Ag
5. Provide a Site Location Map and a Site Diagram showing significant features
6. Describe the current use of the Site and include description of features:
Not currently in use
7. Describe the surrounding land use (including proximity to residential housing,
schools, churches, etc.):
Site is located adjacent to the Old San Joaquin River Channel. Surrounding
properties are used for the production of agriculture crops and dairies, as well as
designated open space.



Request for Agency Oversight Application



8. Background: Current & Previous Business Operations
Name: Stanislaus County Sheriff's Department

Type: Law Enforcement Firing Range

Years of Operation: Approximately 56 years
9. If known, list all previous businesses operating on this Site:
1. Former firing range operated by Stanislaus County Sheriff
2. None
3.
4.
5.
10. What hazardous substances, pollutants, or contaminants have been or are being used/stored at the Site?
Lead from spent bullet fragments
11. What environmental media is/was/may be contaminated (check all that apply)?
Soil Air Groundwater Surface Water Unknown
12. Has sampling been conducted? Yes No If yes, then identify the contaminants detected, including the maximum concentrations, and contaminants that exceeded screening levels (e.g., Preliminary Remediation Goals or California Human Health Screening Levels). Contaminant of concern is Lead. SOIL: Max TTLC Lead concentration reported in SB2@ 12,000 mg/Kg, next highest result in TP1@ 1,900 mg/Kg. Max STLC Lead concentration reported in TP1 @120 mg/L, next highest SB2 and SB13 @ 32 mg/Kg. (Phase II Investigation Report dated 9/26/2006). Soil samples exceeded the Lead/Soil Dust concentrations for "pica child" by DTSC; the EPA Region 9 PRG, or above the Cal- Modified PRG for residential soils. GROUNDWATER: 4 samples taken during Phase II Investigation. Max lead concentration reported in groundwater was .02 mg/L. All other samples were ND.
13. Is there currently a potential of exposure of the community or workers to hazardous substances, pollutants, or contaminants at the Site?
Yes No If yes, then explain.
14. Provide a brief summary of removal or remedial activities that have been undertaken or completed at the Site, if any. None
15. Provide a description of known or possible water quality impacts at the Site. Also, provide information about the type(s) of water supply for the Site and, if known, any information on municipal, domestic, agricultural or industrial water supply wells that are either on the Site or within a 1-mile radius of the project area.
Properties in the area are served by private water supply, there is no municipal water supply. There are 2 wells located approximately .5 mile from the former range site, upgradient of the groundwater flow direction. One well is used for the



Request for Agency Oversight Application



irrigation of Laird Park, which is an adjoining parcel to the North of the site. The second well is a supply well which is currently not in operation and is located within 200 feet of the nearby Laird Park well.

16. Are any Federal, State or Local regulatory agencies currently involved with the Site? Yes No If yes, describe the regulatory agencies' involvement with the Site, and provide the regulatory agencies' contact names and telephone numbers below.

Agency Involvement Contact Name Phone

| <u>Agency</u> | <u>Involvement</u> | <u>Contact Name</u> | <u>Phone Number</u> |
|----------------------|---------------------------|----------------------------|----------------------------|
| | | | () - |
| | | | () - |
| | | | () - |

17. What is the proposed future use of the Site? Recreational Open Space, Day use hiking and fishing
18. If the Site is not cleaned-up to unrestricted standards, will the owner accept land use restrictions? Yes, depending on the nature and extent of restrictions and approval by the County Board of Supervisors
19. What oversight service is being requested of the Lead Agency (check all that apply)?

- Initial Investigation/Preliminary Endangerment Assessment
- Supplemental Investigation
- Remedial Investigation/Feasibility Study
- Removal Action/Remedial Action
- Case Closure
- Document Review

Other: The County intends first to prepare an Interim Remedial Action Plan for review and approval by DTSC. Additional site assessment and sampling is planned following completion of the removal action in order to confirm the effectiveness of the removal action in reducing lead concentrations in soil over the entire range site. The Work Plan for Post Removal Action Sampling will be submitted for DTSC's comments and approval. Depending on the results of the risk assessment and analytical data, a Final Report for Consideration of Closure would be submitted for DTSC's review. CEQA Activities: County intends to seek a Notice of Exemption for the project and would request DTSC approve the proposed nature and extent of public notification, as well as review and comment on the CEQA Fact Sheet prior to distributing to interested parties and stakeholders.

20. Provide a general description of the nature of the proposed redevelopment, including a general timeline for construction: No proposed development of the site. Once the removal action is complete the site is intended to remain its natural state as open space.



Request for Agency Oversight Application



21. Provide information about the potential benefits of the proposed redevelopment, if available:

Anticipated number of jobs created/retained: NA
 Anticipated number of proposed residential units: None
 Anticipated square footage of planned commercial space: None
 Anticipated square footage of planned open space: Total of 33 Acres
 Anticipated acres made ready for re-use by proposed Site cleanup: NA

22. Provide information on the environmental documents produced for the Site to date. Note that copies may be requested by the designated Lead Agency.

- Preliminary Endangerment Assessment, dated
- Phase 1 Environmental Assessment, dated October 16, 2002
- Phase 2 Environmental Assessment, dated September 26, 2006
- Health Risk Assessment, dated
- Other, describe and provide date: Additional Subsurface Investigation Report dated June 5, 2008
- Other, describe and provide date
- Other, describe and provide date

**SECTION 3
 COMMUNITY PROFILE INFORMATION**

1. What are the demographics of the community (e.g., socioeconomic level, ethnic composition, specific language considerations, etc.)?
 Rural farming community
2. **Local Interest:** Has there been any media coverage?
 No
3. **Past Public Involvement:** Has there been any past public interest in the Site as reflected by community meetings, ad hoc committees, workshops, fact sheets, newsletters, etc.?
 No
4. **Key Issues and Concerns:** Have any specific concerns/issues been raised by the community regarding past operations or present activities at the Site?
 No
5. Are there any concerns/issues anticipated regarding Site activities?
 No
6. Are there any general environmental concerns/issues in the community relative to neighboring sites?
 No



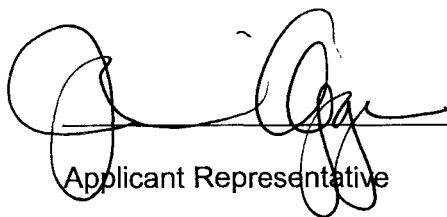
Request for Agency Oversight Application

- 7. Describe the visibility of activities and any known interest the Site:
Very low visibility, range was never open to the public and was used for law enforcement personnel only. All range buildings and infrastructure have been removed from the site except the earthen backstop berm which will be addressed during the removal action work.

**SECTION 4
CERTIFICATION**

The signatory below is an authorized representative of the Applicant and certifies to the best of his/her knowledge and belief that the information contained in this application, including any attachments, is true and complete and accurately describes the Applicant, the Site, and related conditions. The Applicant agrees to promptly inform the agency of any changes that occur in the information contained in this application.

The Applicant agrees to reimburse the lead agency (the Department of Toxic Substances Control or the Regional Water Quality Control Board) for the lead agency's costs in preparing and negotiating the appropriate cost recovery agreement, regardless of whether the agreement is subsequently executed by the Applicant and the lead agency, and, in the event the cost recovery agreement is executed by the parties, for oversight of the activities identified in the Scope of Work of the selected Agreement.


Applicant Representative

10/13/17
Date

Director
Title

Demp Taylor ©

W. Grayson Rd

Laird Regional Park

Grayson Road Firing Range

LAIRD REGIONAL PARK
ATTACHMENT A



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

AMENDMENT NO. 1

TO

**PROJECT SCOPE OF WORK
Project No. 17-001**

PHASE 1: PREPARATION OF REMOVAL ACTION WORKPLAN

WHEREAS, as of September 26, 2017, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech, Inc., ("Consultant") have entered into a certain Agreement for professional environmental consulting services related to the cleanup of the Stanislaus County former Grayson Road Firing Range (the "Original Master Agreement"); and

WHEREAS, as of September 25, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the Implementation of Phase I, the Preparation of Removal Action Work Plan (the "Original Project Authorization"); and

WHEREAS, the Master Agreement Section 7.20 – 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, or Designee, to sign Amendments to this Agreement under Board Agenda Number *B-12 2017-500; and

WHEREAS, the County has a need for Consultant to perform a Geophysical Survey, including data processing and preparing a report; and

WHEREAS, Task 1.2 has come in under budget and the County has a need to move \$21,639 from Task 1.2, "Public Participation Support" and a portion of Subtask 1.2.1, "Support for Two Public Meetings," to cover the cost of the Geophysical Survey, Data Processing, and Report; 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 B – Scope of Work is amended to include the following:

"Task 1.5 – Mobilization/Demobilization, Geophysical Survey, and Data Processing

Consultant shall perform a geophysical survey and data processing that shall include the following:

- a. The geophysical field team shall consist of one California registered Professional Geophysicist (PGp) (Project Geophysicist) from Consultant's firm and one subcontractor Geophysicist from Southwest Geophysics, Inc (subcontractor).
- b. Consultant anticipates one mobilization/demobilization event, from San Diego, CA, to Modesto, CA, and back, and one rental vehicle for the geophysical team.
- c. The subcontractor, under the supervision of Consultant, shall provide:
 - i. One (1) Geometrics G-858 cesium vapor magnetometer for detecting ferrous metal debris;
 - ii. One (1) Geonics EM61-MK2 time domain all metals detector for detecting small ferrous and non-ferrous metal debris (often collocated with burn ash and other debris); and

- iii. Two (2) Trimble differential global positioning system (DGPS) units with sub-meter positional accuracy to be used in conjunction with the instruments and for mapping surface features at the site.
- d. The geophysical survey is anticipated to take up to 3 days assuming the survey area is approximately 3 acres, plus two days of travel. Data processing shall include latency correction, removal of magnetometer data drop-outs, background drift correction/leveling, gridding, and interpretation using Oasis montaj software. Data processing also shall include creation of GIS shapefiles for interpretations and mapped surface features, QC instrument tests analysis; and production of preliminary geophysical data maps using ArcMap software. The cost estimate for the geophysical survey (Tasks 1.5 and 1.6) below assumes time and materials. It is assumed that Stanislaus County Parks and Recreation will clear vegetation to a minimum height of 6 to 12 inches above the ground surface over the survey area before mobilization and will provide authorization to perform the geophysical survey the week of December 11, 2017.

Task 1.6 – Geophysical Survey Report

Consultant shall prepare a Geophysical Survey Report which shall include the following:

- a. A description of the site, geophysical data collection methods, geophysical data processing methods, results, conclusions, limitations, figures, tables, and appendices. The report shall also include final geophysical data interpretations that are also based on comparison of the geophysical data with historical aerial photographs to provide more comprehensive interpretations.
 - b. The Geophysical Survey Report shall be signed and stamped by a California registered PGP per DTSC requirements.
 - c. It is assumed that the Geophysical Survey Report shall be included as an Appendix to the Removal Action Work Plan.
 - d. The geophysical report will be provided to Stanislaus County Parks and Recreation within one week of the completion of the geophysical survey.
2. Section C “Compensation” Item 1.1 “Price Schedule” is amended to read as follows:

“Price Schedule

The not to exceed total for this Project Authorization consists of the following tasks:

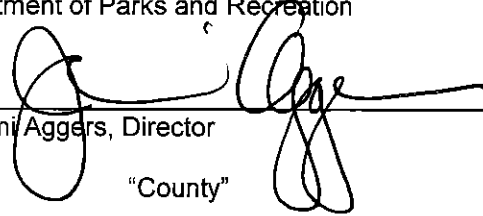
| Task | Title | Amount |
|--------------------------------------------|----------------------------------------------------------------------|----------------------|
| Task 1.1 | Interim Removal Action Workplan | \$50,928.80 |
| Subtask 1.1.1 | Topographical Survey | \$9,361.30 |
| Subtask 1.1.2 | Pre-Removal Design Investigation | \$12,850.00 |
| Subtask 1.1.3 | Estimate of Cost for Removal Action | \$10,178.75 |
| Subtask 1.1.4 | PM and Meetings | \$16,302.60 |
| Subtotal Task 1.1 | | \$99,621.45 |
| Task 1.2 | Public Participation iRAW | \$0.00 |
| Task 1.2.1 | Support 2 Public Meetings | \$17,113.55 |
| Task 1.3 | Bid Support Services Implementation of the Interim Removal Action | \$15,840.00 |
| Task 1.4 | Additional Optional Services | \$15,421.00 |
| Task 1.5 | Mobilization/Demobilization, Geophysical Survey, and Data Processing | \$18,248.00 |
| Task 1.6 | Geophysical Survey Report | \$3,391.00 |
| Total Not to Exceed Fee for Phase 1 | | \$169,635.00” |

3. A Detailed Fee Schedule for Task 1.5 and 1.6 is attached to this Project Authorization as Exhibit 1 Table 3.

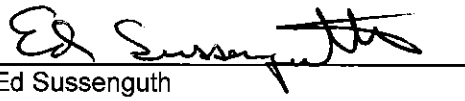
4. Except as stated herein, all other terms and conditions of the Project Authorization remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to the Project Authorization Number 17-001 on January 5, 2018.


COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jamil Aggers, Director
"County"

TETRA TECH, INC.

By: 
Ed Sussenguth
Operations Manager
"Consultant"

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

By: 
Amanda Dehart, Deputy County Counsel

**EXHIBIT 1
TABLE 3: DETAILED FEE SCHEDULE for TASK 1.5 AND 1.6**

| TITLE | UNIT | TASK 1.5: MOBILIZATION/DEMObILIZATI ON, GEOPHYSICAL SURVEY AND DATA PROCESSING | | | TASK 1.6: GEOPHYSICAL SURVEY REPORT | | | TOTAL |
|-----------------------------------------------------------------|------|-----------------------------------------------------------------------------------------|---------------|--------------------|-------------------------------------------|---------------|----------------|--------------------|
| | | QTY | COST/ UNIT | TOTAL | QTY | COST/ UNIT | TOTAL | |
| Project Geophysicist (Tetra Tech) | Hrs | 56 | \$121.11 | \$6,782 | 28 | \$121.11 | \$3,391 | \$10,173 |
| Scientist Mid-level (Tetra Tech - Matt Udell) | Hrs | 8 | \$140 | \$1,120 | | | | \$1,120 |
| SUBCONTRACTORS | | | | | | | | |
| Geophysicist and Geophysical Instruments (Southwest Geophysics) | LS | 1 | \$8,932.77 | \$8,932.77 | | | | \$8,932.77 |
| ODC AND TRAVEL* | | | | | | | | |
| Lodging (Tetra Tech) | Days | 4 | \$131.71 | \$526.84 | | | | \$526.84 |
| Per Diem (Tetra Tech) | Days | 4.5 | 66.26 | \$298.17 | | | | \$298.17 |
| Rental Vehicle and Gas (Tetra Tech) | Days | 6 | \$98 | \$588 | | | | \$588 |
| TASK SUBTOTAL | | | | \$18,247.78 | | | \$3,391 | \$21,638.78 |

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



AMENDMENT NO. 2

TO

**PROJECT SCOPE OF WORK
Project No. 17-001**

PHASE 1: PREPARATION OF REMOVAL ACTION WORKPLAN

WHEREAS, as of September 26, 2017, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech, Inc., ("Consultant") have entered into a certain Agreement for professional environmental consulting services related to the cleanup of the Stanislaus County former Grayson Road Firing Range (the "Original Master Agreement"); and

WHEREAS, as of September 25, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the Implementation of Phase I, the Preparation of Removal Action Work Plan (the "Original Project Authorization"); and

WHEREAS, the Master Agreement Section 7.20 – 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, or Designee, to sign Amendments to the Agreement under Board Agenda Number *B-12 2017-500; and

WHEREAS, the County has a need for Consultant to expand the Geophysical Survey by an additional 7.5 acres; and

WHEREAS, the Original Project Authorization's Subtask 1.2.1 "Support for Two Public Meetings," is expected to come in under budget; and

WHEREAS, the Original Project Authorization's Task 1.4 "Additional Optional Services" is available to be used for any originally unforeseen work that develops during project progression; and

WHEREAS, County would like to move \$8,500 from Subtask 1.2.1, and \$8,467 from Task 1.4 Additional Option Services to assist with covering the cost of the expanded Geophysical Survey, including additional work on the Geophysical Survey Report; and

WHEREAS, the overall not-to-exceed dollar amount on this Project Authorization shall remain the same; 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 B – Scope of Work Task 1.5 is amended to include the following:

“e. Expanded Geophysical Survey

Two field geophysicists shall collect magnetometer data along transects nominally spaced 5 to 10 feet apart over approximately 7.5 acres south of the former geophysical survey. EM61-MK2 surveying is not needed given the magnetometer provided adequate detection of the debris disposal pits during the previous geophysical survey. The additional survey

findings shall be included in the Geophysical Survey Report performed as Task 1.6.”

2. Section C “Compensation” Item 1.1 “Price Schedule” is amended to read as follows:

“Price Schedule

The not to exceed total for this Project Authorization consists of the following tasks:

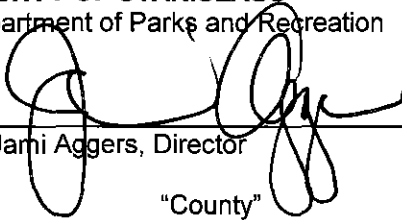
| Task | Title | Amount |
|--------------------------------------------|----------------------------------------------------------------------|----------------------|
| Task 1.1 | Interim Removal Action Workplan | \$50,928.80 |
| Subtask 1.1.1 | Topographical Survey | \$9,361.30 |
| Subtask 1.1.2 | Pre-Removal Design Investigation | \$12,850.00 |
| Subtask 1.1.3 | Estimate of Cost for Removal Action | \$10,178.75 |
| Subtask 1.1.4 | PM and Meetings | \$16,302.60 |
| Subtotal Task 1.1 | | \$99,621.45 |
| Task 1.2 | Public Participation iRAW | \$0.00 |
| Task 1.2.1 | Support 2 Public Meetings | \$8,613.55 |
| Task 1.3 | Bid Support Services Implementation of the Interim Removal Action | \$15,840.00 |
| Task 1.4 | Additional Optional Services | \$6,954.00 |
| Task 1.5 | Mobilization/Demobilization, Geophysical Survey, and Data Processing | \$32,970 |
| Task 1.6 | Geophysical Survey Report | \$5,636 |
| Total Not to Exceed Fee for Phase 1 | | \$169,635.00” |

3. The Amended Detailed Fee Schedule for Task 1.5 and 1.6 is attached to this Project Authorization as Exhibit 1 Table 3.

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

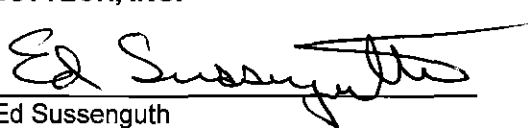
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Project Authorization Number 17-001 on March 13, 2018.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 


Jami Aggers, Director
"County"

TETRA TECH, INC.

By: 

Ed Sussenguth
Operations Manager
"Consultant"

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

By: 

Amanda Dehart, Deputy County Counsel

EXHIBIT 1
TABLE 3: DETAILED FEE SCHEDULE for TASK 1.5 AND 1.6

| | | | TASK 1.5: MOBILIZATION/ DEMOBILIZATION, GEOPHYSICAL SURVEY AND DATA PROCESSING | | TASK 1.6: GEOPHYSICAL SURVEY REPORT | | TOTAL |
|----------------------------------------------------------------------|------|-----------------|-----------------------------------------------------------------------------------------|--------------------|-------------------------------------------|--------------------|------------|
| TITLE | UNIT | BILLING RATE | QTY | TOTAL | QTY | TOTAL | |
| ORIGINAL GEOPHYSICAL SURVEY WORK (AMENDMENT 1 TO PA 17-001) | | | | | | | |
| Labor | | | | | | | |
| Project Geophysicist (Tetra Tech) | Hrs | \$121.11 | 56 | \$6,782 | 28 | \$3,391 | \$10,173 |
| Scientist Mid-level (Tetra Tech - Matt Udell) | Hrs | \$140 | 8 | \$1,120 | | | \$1,120 |
| Subcontractors | | | | | | | |
| Geophysicist and Geophysical Instruments (Southwest Geophysics) | LS | \$8,932.77 | 1 | \$8,932.77 | | | \$8,932.77 |
| ODC and Travel* | | | | | | | |
| Lodging (Tetra Tech) | Days | \$131.71 | 4 | \$526.84 | | | \$526.84 |
| Per Diem (Tetra Tech) | Days | \$66.26 | 4.5 | \$298.17 | | | \$298.17 |
| Rental Vehicle and Gas (Tetra Tech) | Days | \$98 | 6 | \$588 | | | \$588 |
| ORIGINAL GEOPHYSICAL SURVEY WORK SUBTOTAL | | | | \$18,247.78 | \$3,391 | \$21,638.78 | |
| ADDITIONAL GEOPHYSICAL SURVEY WORK (AMENDMENT 2 TO PA 17-001) | | | | | | | |
| Labor | | | | | | | |
| Engineer – Staff/Geophysicist | Hrs | \$130 | 50 | \$6,500 | 16 | \$2,080 | \$8,580 |
| Scientist – Junior | Hrs | \$80 | 44 | \$3,520 | | | \$3,520 |
| Senior Project Manager | Hrs | \$165 | | | 1 | \$165 | \$165 |
| Equipment and Reimbursable | | | | | | | |
| Equipment Rental | LS | \$3,740 | 1 | \$3,740 | | | \$3,740 |
| ODC and Travel* | | | | | | | |
| Lodging | Days | \$93.00 | 6 | \$558 | | | \$558 |
| Meals | Days | \$51.00 | 6 | \$306 | | | \$306 |
| Mileage | Days | \$54.5 | 180 | \$98.10 | | | \$98.10 |
| ADDITIONAL GEOPHYSICAL SURVEY WORK SUBTOTAL | | | | \$14,722 | \$2,245 | \$16,967 | |
| GRAND TOTAL TASKS 1.5 AND 1.6 | | | | \$32,970 | \$5,636 | \$38,606.00 | |

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