

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

DEPT: Environmental Resources

BOARD AGENDA #: \*B-7

AGENDA DATE: September 26, 2017

**SUBJECT:**

Approval of Amendment No. 4 to the Master Agreement for Professional Design Services with Tetra Tech, BAS, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Geer Road Landfill

**BOARD ACTION AS FOLLOWS:**

No. 2017-546

On motion of Supervisor Olsen, Seconded by Supervisor Withrow  
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:   
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Environmental Resources  
Urgent  Routine

BOARD AGENDA #: \*B-7

AGENDA DATE: September 26, 2017

CEO CONCURRENCE: *pkx*



4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of Amendment No. 4 to the Master Agreement for Professional Design Services with Tetra Tech, BAS, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Geer Road Landfill

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**STAFF RECOMMENDATIONS:**

1. Approve Amendment No. 4 to the Master Agreement for Professional Design Services at the Geer Road Landfill with Tetra Tech, BAS, Inc., for Environmental Monitoring, Testing, and Reporting Services, which increases the Agreement by \$1,435,850, for a total not to exceed amount of \$8,370,065.
2. Authorize the Chairman of the Board of Supervisors to sign Amendment No. 4 to the Master Agreement for Professional Design Services at the Geer Road Landfill with Tetra Tech, BAS, Inc.
3. Authorize the Director of Environmental Resources, or designee, to sign individual Project Authorizations, providing that the cumulative total does not exceed the contract amount.
4. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Master Agreement for an overall not to exceed amount of \$8,470,065, which includes a contingency of \$100,000.

**DISCUSSION:**

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Geer Road and Fink Road Landfills. Some of the maintenance at the Geer Road site is performed by in-house staff, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, reporting, maintenance (routine and non-routine), repairs, surveying, construction oversight, certain specific non-routine service calls, emergency services, development of plans, specifications, and engineers estimates, work plans, and construction quality assurance and Health and Safety Plans. For those specialized services, the Department has historically hired specialized outside expertise. On December 11, 2012, the Department contracted with Tetra Tech, BAS, Inc., for these specialized services through the end of 2015 through a Master Agreement for Professional Design Services (Agreement).

Approval of Amendment No. 4 to the Master Agreement for Professional Design Services with Tetra Tech, BAS, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Geer Road Landfill

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On September 1, 2015, the Director of Environmental Resources approved and signed Amendment No. 2 to this Agreement. This Amendment No. 2 did not increase the overall contract amount, but simply addressed minor issues related to fees schedules present in the original agreement.

On December 8, 2015, the Board of Supervisors approved and signed Amendment No. 3 to this Agreement, exercising the Option to Renew the Agreement for two years, extending the term of the Agreement through the end of 2017, with a not to exceed amount of \$6,934,215.

The Agreement is nearing its 5 year term and staff is in the process of partnering with the General Services Agency (GSA) Purchasing Division to issue a new solicitation for qualifications and put a new 5-year term contract in place for these services with the highest scoring firm.

At this time, Department staff recommends extending the current Tetra Tech Master Agreement expiration date by six (6) months to June 30, 2018, for the provision of routine operations, maintenance, monitoring services associated with the Geer Road Landfill. This extension will allow staff adequate time to put together a solicitation package, review and interview interested firms, negotiate terms, conditions, and pricing, and finalize a new Master Agreement. This proposed Amendment for the six month continuation of professional design services will allow services to continue in order to maintain compliance with California's solid waste and groundwater regulatory requirements while staff take the necessary time to carefully and thoughtfully solicit and prepare a new Master Agreement.

The Amendment also increases the contract by \$1,435,850 for additional professional consultant services through June 30, 2018. The increase in cost includes \$506,250 for monitoring, sampling, reporting, and maintenance services, \$729,600 for construction oversight and reporting of the new Ground Water Extraction Treatment System which is currently underway and estimated to be completed in the spring of 2018, and \$200,000 to cover any future, unknown, mandates from the Regional Water Quality Control Board.

In addition, a contingency amount of \$100,000 has been included for required but unanticipated contract changes. The Amendment and contingency amounts bring the not to exceed total of this Agreement to \$8,470,065.

**POLICY ISSUE:**

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

**FISCAL IMPACT:**

The Amendment increases the Agreement by \$1,435,850, for an overall total not to exceed amount of \$8,370,065, with a contingency of an additional \$100,000. Sufficient appropriations exist in the Fiscal Year 2017-2018 Adopted Final Budget for the Geer Road Landfill to cover the cost of these services.

Approval of Amendment No. 4 to the Master Agreement for Professional Design Services with Tetra Tech, BAS, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Geer Road Landfill

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<b>Cost of recommended action:</b>		\$ 1,435,850
<b>Source(s) of Funding:</b>		
Geer Road Landfill Closure Fund Balance	\$ 1,435,850	
<b>Funding Total:</b>		<u>\$ 1,435,850</u>
<b>Net Cost to County General Fund</b>		<u>\$ -</u>

<b>Fiscal Year:</b>	2017-2018
<b>Budget Adjustment/Appropriations needed:</b>	No

<b>Fund Balance as of July 31, 2017:</b>	
Geer Road Landfill Closure Fund	\$ 4,603,418

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. Landfill services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

**STAFFING IMPACT:**

Existing staff will oversee the work related to this Agreement.

**CONTACT PERSON:**

Jami Aggers, Director of Environmental Resources

Telephone: 209-525-6770

**ATTACHMENT(S):**

- A. Master Agreement Amendment No. 4 with Tetra Tech, BAS, Inc.

# Attachment A



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

**AMENDMENT NO. 4  
TO  
AMENDED AND RESTATED MASTER AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES AT GEER ROAD LANDFILL  
TETRA TECH BAS, INC.**

This Amendment No. 4 to the Agreement for Professional Design Services ("Amendment No. 4") by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc. ("Consultant") is made and entered into on September 26, 2017.

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the Original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, to allow "as needed", Prevailing Wage Work to be performed for maintenance, surveying, construction oversight, inspection, observation, repairs, non-routine service calls, and emergency services; and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

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

WHEREAS, the County has a need to extend this Agreement for six months, to allow the County time to complete a solicitation and award process for a new 5-year term Agreement; and

WHEREAS, the County has a need to increase the Master Agreement's not to exceed amount by \$1,435,850.14 to allow for services to continue under this Agreement, which includes \$506,250 for monitoring, sampling, reporting and maintenance services, \$729,600 for oversight of the Ground Water Extraction Treatment System project, and \$200,000.14 to cover any future, as now unknown, directives from the RWQCB; and

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

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

- 1. Section 5.1 – Term is amended as follows:

"5.1 Term: The initial term of this Agreement shall commence January 1, 2013, and continue until December 31, 2015, or until all work on each Project Authorization let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

5.2 Contract Extension: The first extended term of this Agreement shall be for a period commencing upon January 1, 2016, and continuing until December 31, 2017. The second extended term of this Agreement shall be for a period commencing on **January 1, 2018**, and continuing until **June 30, 2018**, or until all work on each Project Authorization let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. In no case shall the renewal of this Agreement extend beyond **June 30, 2018.**"

2. Section 3.1 - Compensation is amended as follows:

"3.1. **Compensation:** For each task or project authorization 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 Amended and Restated Master Agreement shall in no case exceed **Eight Million, Three Hundred Seventy, Sixty-Five Dollars (\$8,370,065.00)**. This Amended and Restated Master Agreement's not to exceed amount includes the Original Agreement amount as amended by Amendment 1 and Amendment 2 to the Original Agreement. The County may retain ten percent (10%) of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

3. Exhibit C – Fee Schedule, Section 1.6 Cost Summary is amended to include the attached fee schedule for January 1, 2018 – June 30, 2018.

4. Exhibit C – Fee Schedule, Section 1.7 is amended to include the following:

"The following is a summary of the routine budget table for both prevailing wage and non-prevailing wage work routine work listed in the Fee Schedule attached to this Amendment for January 1, 2018 – June 30, 2018.


<b>MAJOR WORK ITEM</b>	<b>2018 January - June</b>
<b>NON-PREVAILING WAGE</b>	
<b><u>GROUNDWATER</u></b> (Items a, b, c, d, e, f, h, i, j, r, s)	\$194,720
<b><u>LANDFILL GAS</u></b> (Items g, k, l, m, n, o, p, q)	\$200,230
<b>TOTAL (Non-Prevailing Wage)</b>	<b>\$394,950</b>
<b>PREVAILING WAGE</b>	
<b><u>GROUNDWATER</u></b> (Item f)	\$71,000
<b><u>LANDFILL GAS</u></b> (Item g, k, l)	\$40,300
<b>TOTAL (Prevailing Wage)</b>	<b>\$111,300</b>
<b>COMBINED</b>	
<b><u>GROUNDWATER</u></b> (Items a, b, c, d, e, f, h, i, j, r, s)	\$265,720
<b><u>LANDFILL GAS</u></b> (Items g, k, l, m, n, o, p, q)	\$240,530
<b>TOTAL (Combined)</b>	<b>\$506,250</b>

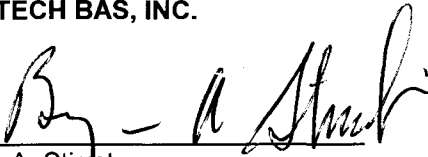
5. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

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

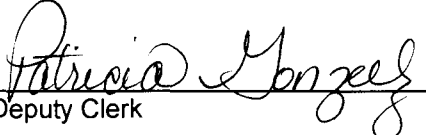
**COUNTY OF STANISLAUS**

**TETRA TECH BAS, INC.**

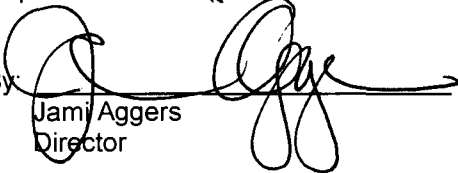
By:   
Vito Chiesa  
Chair of The Board of Supervisors  
Date: 9/27/17  
"County"

By:   
Bryan A. Stirrat  
President  
"Consultant"

ATTEST: Elizabeth A. King  
Clerk of the Board of Supervisors of the County of  
Stanislaus, State of California

By:   
Deputy Clerk  
Date: 9/27/17

APPROVED AS TO CONTENT:  
Department of Environmental Resources

By:   
Jami Aggers  
Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda M. DeHart  
Deputy County Counsel



**Exhibit C Fee Schedule  
Geer Road Landfill**

**Environmental Monitoring, Testing, Sampling and Reporting**

**JANUARY – JUNE 2018 COST SUMMARY PA 13-001AR and PA 13-004AR**

DESCRIPTION	TOTAL COST 01/18 – 06/18
<b>GROUNDWATER TASKS</b>	
<b>a. Leachate Monitoring (2 Wells Monthly)</b>	
Monthly Liquid Level Monitoring	\$3,915
	<b>\$3,915</b>
<b>b/c Groundwater Monitoring (57 Monitoring Wells, 2 Domestic Wells, 2 Mobil Home Park Wells)</b>	
Quarterly Monitoring & WLS - All Parameters	\$26,860
Semi-Annual Monitoring & WLS - All Parameters	\$32,670
	<b>\$59,530</b>
<b>d/e. Surface Water Monitoring</b>	
Sampling Sedimentation Basin & River	\$6,290
	<b>\$6,290</b>
<b>f. GWETS System Monitoring &amp; Monthly Reporting</b>	
Weekly Monitoring	\$103,250
Monthly Sampling	\$36,190
	<b>\$139,440</b>
<b>h. Groundwater Monitoring (Resampling - AS NEEDED COST PENDING)</b>	
Quarterly Monitoring - Non-VOCs & WLS	<b>COST FOR THIS ITEM NOT PROVIDED DUE TO VARIABILITY DEPENDING ON THE QUANTITY OF WELLS</b>
COC Round Sampling (Q4 - 2015)	
<b>i. Monitoring Reports</b>	
Quarterly Monitoring Report	\$45,535
Annual Monitoring Report	N/A
	<b>\$45,535</b>
<b>j. NPDES - SWPPP Report (Scope of Support Not Defined)</b>	
Annual Report	<b>COST FOR THIS ITEM NOT PROVIDED DUE TO UNDEFINED SCOPE</b>
Winterization Report	
<b>r. Health and Safety Plan</b>	
Site Specific HSP	N/A
	N/A
<b>s. Regulatory Meetings (2 per year) - Total Annual</b>	
Sacramento Meetings (w/ RWQCB: Total 2)	\$5,505
Modesto Meeting (County Offices: Total 2)	\$5,505
	<b>\$11,010</b>
<b>GROUNDWATER SUBTOTAL:</b>	
	<b>\$265,720</b>

<b>LANDFILL GAS TASKS</b>	
<b>g. Landfill Gas Monitoring</b>	
Monthly Monitoring (LFG Plant, Extr. Wells, Probes)	\$156,405
Semi Annual Sampling (LFG Plant & Wells)	\$6,380
Reporting (Annual - for inclusion in site report)	\$7,580
	<b>\$170,365</b>
<b>k. Surface Emission Monitoring (Assumes no detections during first four Quarterly events)</b>	
Instantaneous Surface Monitoring (Annual)	\$10,360
Integrated Surface Sampling (Annual)	\$11,410
	<b>\$21,770</b>
<b>i. Leak Monitoring at Blower Flare Station</b>	
Monitoring of pressurized piping	\$5,820
	<b>\$5,820</b>
<b>m. Non-Methane Organic Compound Testing</b>	
Tier 2 NMOC Testing (June 2016)	<b>COST FOR THIS ITEM NOT PROVIDED DUE TO UNDEFINED SCOPE AND POTENTIAL FOR NON-OCCURRENCE</b>
<b>n. Greenhouse Gas Reports</b>	
EPA Annual Report (Annually in March)	\$2,830
LMR Annual Report (Annually in March)	\$2,830
	<b>\$5,660</b>
<b>o. Source Testing</b>	
Source Testing & Reporting	\$14,250
	<b>\$14,250</b>
<b>p. Title V Reporting</b>	
Semi-Annual Reports for RRM (June / Dec.)	\$4,175
Annual COC Report (June)	\$2,540
	<b>\$6,715</b>
<b>q. Landfill Gas Extraction System Performance Monitoring</b>	
Annual Monitoring	\$15,950
	<b>\$15,950</b>
<b>LANDFILL GAS SUBTOTAL</b>	
	<b>\$240,530</b>
<b>TOTAL</b>	
	<b>\$506,250</b>



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

**PROJECT AUTHORIZATION UNDER THE AMENDED AND RESTATED MASTER AGREEMENT**  
**Project Number 17-003AR-SM**

**For**  
**Construction Management of the Expanded Groundwater Extraction and Treatment System for the**  
**Geer Road Landfill**

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the Original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, to allow "as needed", Prevailing Wage Work to be performed for maintenance, surveying, construction oversight, inspection, observation, repairs, non-routine service calls, and emergency services; and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

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

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Consultant under this Project Authorization, shall be subject to the terms and conditions set forth in the *Amended and Restated Master Agreement for Professional Design Services* number A101412AR and its Exhibits 1, "C" and "D" made and entered into by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), on January 6, 2015.

**B. Background**

The Geer Road Landfill is located approximately 10 miles southeast of the City of Modesto in Stanislaus County, on the northern bluff of Tuolumne River in central Stanislaus County. The 167-acre site is jointly owned by Stanislaus County and the City of Modesto. It is classified as a Class III landfill and is currently closed.

When the landfill was in active operation, it was operated by the Stanislaus County Department of Public Works, and accepted municipal and cannery wastes from November 1970, until July 1990. The site operated as an area/trench fill sanitary landfill between 1970 and 1990. Approximately 144 acres (footprint) were used for refuse disposal. An estimated 4.5 million tons of municipal solid waste was disposed of at the site. The maximum depth of refuse is estimated to range between 50-60 feet. The Stanislaus County Department of Environmental Resources currently maintains the landfill as a closed facility.

The County is in need of Consultant to provide construction management for the construction of the Expanded Groundwater Extraction and Treatment System (GWETS) at the Geer Road Landfill. The work includes construction oversight and quality assurance testing for both the extraction well field and the treatment system, design modifications, response to contractor inquiries, and reporting.

The following Scope of Work identifies the Work covered under this Project Authorization.

## C. SCOPE OF WORK

The Consultant shall provide all of the labor, materials and supervision to perform the following Tasks.

### 1. Task 1 – Well Drilling and Development Oversight

Consultant shall oversee drilling and sampling activities, and installation of the 16 new extraction wells, 13 piezometers and 6 deep groundwater monitoring wells. Soil samples shall be collected during drilling to record the lithology of each boring in accordance with the Unified Soil Classification System (USCS). Soil samples shall also be collected from each borehole and delivered to a state certified laboratory for sieve analyses with a 24-hour rush turnaround time. The total depth and screen placement for each well and piezometer shall be designed based on the lithology recorded in the field as well as the results of sieve analyses collected at each borehole.

Consultant shall direct the County's contractor on the construction of each well and piezometer based on borehole lithology and sieve analyses. The construction of each well and piezometer installation shall be overseen by the Consultant engineer and/or geologist. Consultant shall ensure all IDW (soil cuttings) will be properly labeled and stored in the agreed upon staging location on-site.

Consultant shall oversee the County's contractor in the development of all wells and piezometers, including the oversight of limited aquifer testing in accordance with the project specifications. Water quality measurements shall be collected and recorded using portable field instruments to ensure turbidity measurements are below 10 NTU's and all other parameters have stabilized. Consultant shall direct the County's contractor to the appropriate on-site disposal location at the on-site GWETS treatment system for purge water collected during development activities.

Following well and piezometer development, baseline sampling of the extraction wells shall be performed following the standard sampling protocols for the site. Collected samples shall be analyzed for the full list of standard analytical parameters for groundwater monitoring wells at the Geer Road site. This testing shall be performed under standard turn-around-times.

This Task shall be performed on a time and materials basis for a not to exceed cost of \$206,900. Direct costs associated with this task include geotechnical laboratory analytical testing, chemical testing of drill cuttings and travel costs associated with completion of field activities, including company vehicle which shall be charged in accordance with the Master Agreement between Consultant and the County. This task shall include prevailing wage work for drilling oversight and well development oversight.

### 2. Task 2 – Reporting and Data Management

Consultant shall prepare and submit a draft Well Installation Report for the County's review detailing the completed field activities, geotechnical analysis results, boring logs, and well construction diagrams developed resulting from the well and piezometer installation activities and any resultant modifications to the system design. Consultant shall incorporate comments by the County into the draft report and subsequently submit the finalized report to the RWWQCB through the State's Geotracker website. An electronic version and single hard copy of the finalized report shall be provided to the County. The new wells and piezometers shall likewise be added to the Geer Road Landfill's Geotracker page. Per the direction of the RWQCB, no hard copy of the final report will be provided to the RWQCB.

This Task shall be performed on a time and materials basis for a not to exceed cost of \$24,200. Direct costs associated with this task include document reproduction and report delivery charges.

### 3. Task 3 – Design Revisions

Consultant shall prepare updated plans and specifications associated with a design addendum to County's Contractor to relocate the Expanded GWETS Treatment System and leach field along with other design clarifications. The amended design for the relocation of the treatment system and leach field shall be submitted to the RWQCB as requested by their letter of August 8, 2017.

This Task shall be performed on a time and materials basis for a not to exceed cost of \$17,500. Direct costs associated with this task include document reproduction and report delivery charges.

**4. Task 4 – Construction Management for the Expanded GWETS Piping and Treatment System**

Consultant shall provide construction management for the Expanded GWETS piping and treatment system construction. These activities are anticipated to take place from September 5, 2017 through January 16, 2018.

As the County's on-site representative, the Consultant Construction Manager (CM) shall have overall responsibility for administration of the work being conducted at the site. The Consultant CM shall maintain communications with the designated County project manager and inform the County as to the status of all aspects of work. At the beginning of the project, the Consultant CM and the County Project Manager shall discuss and agree upon the distribution procedure of contract documentation, lines of authority, and other administrative issues. The Consultant CM shall not deviate from those procedures unless directed otherwise. Given the current project understanding, a single CM is anticipated to be required on-site at all times, with senior level and staff level support provided only on an as-needed basis.

The Consultant CM shall provide detailed reports of all contractor activities and shall record any deviations from the project specifications. All variances shall be documented and shall be maintained on a "cumulative punch" list until repair and/or remediation has been completed.

Consultant shall maintain project documentation so as to facilitate resolution of potential conflicts and mitigate potential contractor claims. The following is a brief description of typical documentation that shall be maintained during the project:

Daily Construction Reports: All daily reports shall be finalized by the following day. The report shall include the date, weather, a summary of the equipment working (and non-operating equipment), manpower, material deliveries, visitors to the site, and a narrative.

The narrative portion of the report shall include sufficient information to convey to County the scope of work that occurred on that day, and the locations in which the work occurred. Particular attention shall be paid to changed or unforeseen conditions, deficiencies noted, and when corrective action is required.

This task shall be completed on a time and materials for a cost not to exceed \$327,800. This assumes that the County's Contractor shall be able to complete the scope of work in the County's Invitation to Bid on or before January 16, 2018. Direct costs associated with this task include travel and company vehicle costs in accordance with our agreed upon contract rates and County policies. All on-site construction oversight shall be subject to prevailing wage.

**5. Task 5 – Prepare Construction Completion Report and As-Built Drawings**

Consultant shall use the information gathered in Tasks 1 and 4 and As-Built Drawings prepared by County's Contractor to prepare an Installation Report for submittal to the RWQCB. The Construction Completion Report shall include a description of all key elements of the construction. In addition to the report, as-built drawings shall be prepared and submitted.

This task shall be completed on a time and materials basis for a cost not to exceed \$25,000.

**6. Task 6 – Site Security**

Consultant shall provide an on-site security guard for the duration of the project. The security guard shall be on-site for 14 hours each week day (Monday through Friday), and 24-hours per day on weekends and holidays. Security shall be provided from September 5, 2017 through January 16, 2018.

This task shall be completed on a time and materials basis for a cost not to exceed \$89,500. This task requires no travel cost or vehicle charges and is not considered prevailing wage work.

**7. Task 7 – Project Management**

As part of the work effort, it is assumed that four meetings will be attended by Consultant key team members to provide clarification and facilitate regulatory approvals. The meetings are assumed to take place in either Modesto, at the offices of the County, or in Rancho Cordova, at the offices of the Regional Water Quality Control Board.

This task shall be completed on a time and materials basis for a cost not to exceed \$38,700.

**D. Project Authorization Period**

Services shall commence on **September 19, 2017**, or upon the signing of this Agreement, and continue until **December 31, 2017**, or upon completing the agreed upon services.

**E. Compensation**

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

**1. Project Price**

1.1. The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Consultant shall be compensated on a time and material basis, based on the rates set forth in the Master Agreement Exhibit “C” – Fee Schedule and Exhibit 1 of the Project Authorization, to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement, Exhibit “C” – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Master Agreement Exhibit “C” – Fee Schedule. The County shall not pay a mark-up on travel expenses and items identified in Exhibit “C” – Fee Schedule of the Master Agreement. Consultant shall include all receipts for travel expense reimbursement. Travel expense reimbursement shall be in accordance with Master Agreement Exhibit “C” – Fee Schedule and the County’s travel policy.

1.2. The not to exceed total for this Project Authorization consists of the following not to exceed fees:

<b>Task</b>	<b>Title</b>	<b>Amount</b>
1.	Well Drilling and Development Oversight	\$206,900
2.	Reporting and Data Management	\$24,200
3.	Design Revisions	\$17,500
4.	Construction Management for Expanded GWETS Piping and Treatment System	\$327,800
5.	Construction Completion Report and As-Builts	\$25,000
6.	Site Security	\$89,500
7.	Project Management	\$38,700
<b>Total Not Exceed Fee</b>		<b>\$729,600</b>

\*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit “1” to this Project Authorization and the Master Agreement Exhibit “C”.

1.3. A detailed breakdown of the Fee Schedule for this Project Authorization is in the attached Exhibit 1 – Fee Schedule.

**F. Payment and Invoicing**

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

but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, if prevailing wage work is performed payroll records in accordance with Section 2.3 of the Amended and Restated Master Agreement, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with Master Agreement Exhibit "C" – Fee Schedule and the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per-task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.

3. The County shall pay the Consultant 30 days after approval of the invoice. Invoices shall be mailed or delivered to the remit to address indicated below.

Stanislaus County  
Department of Environmental Resources Landfill  
Attention: Jami Aggers (A101412AR PA 17-003AR)  
3800 Cornucopia Way, Suite C  
Modesto, California 95358

**G. Representatives**

The County's representatives are Jami Aggers, (209) 525-6786. The Consultant's representatives are Bryan Stirrat as the primary contact, Greg Acosta as Consultant's contact.

**H. Counterparts**

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

**I. Professional Services**

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

**J. Prevailing Wage**

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

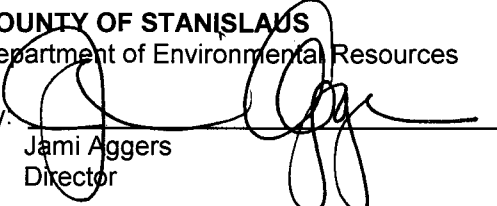
Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the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

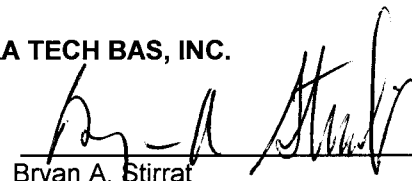
**REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited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


CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this section constitutes a material breach of this contract.

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

IN WITNESS WHEREOF, the parties have executed this Project No. 17-003AR on September 28, 2017.

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

**TETRA TECH BAS, INC.**  
By:   
Bryan A. Stirrat  
President  
"Consultant"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel  
By:   
Amanda DeHart  
Deputy County Counsel



**EXHIBIT 1  
PROJECT AUTHORIZATION FEE SCHEDULE**

Item	LABOR COSTS												DIRECT COSTS								TOTAL COSTS		
	PRE	Div. Eng.	Senior Env. Sci.	Snr. Env. Spec.	Eng. II	Eng. Tech III	Construction Inspector			Env. Spec.	Snr. Design	Adm Asst.	Total Hrs	Total Labor Cost	Analytical Lab	Electrical Engineer	Security Service	Other Direct Costs	Lodging	Equip/Supplies		Per Diem	Vehicle Use
	hr.	hr.	hr.	hr.	hr.	hr.	Straight AS	O/T YL	Double Time	hr.	hr.	hr.			cost+ 10%	cost+ 10%	cost+ 10%	cost+ 10%	County Rates			County Rates	County Rates
\$237	\$224	\$164	\$143	\$129	\$92	\$160	\$217	\$264	\$103	\$144	\$105												
Drilling and Well Development Oversight			368			78	208	170	60	80		4	968	\$162,198	\$7,480			\$1,000	\$10,900	\$6,322	\$4,500	\$14,500	\$206,900
Well Installation Report	4	16	32	16						100	6	4	178	\$23,652			\$548						\$24,200
Design Modifications	4	16	8		60					16	12	4	120	\$17,380			\$120						\$17,500
System Construction		80	16		280		860	230					1466	\$244,174	\$1,650	\$33,000	\$5,000	\$15,000	\$2,376	\$8,600	\$18,000	\$327,800	
Construction Completion Report	6	16	16		80					32	16	4	170	\$23,970			\$1,030						\$25,000
Site Security		20											20	\$4,480			\$84,725		\$295				\$89,500
Project Management/Mtgs	40	80			40								160	\$32,560			\$6,140						\$38,700
<b>Total Hours</b>	<b>54</b>	<b>228</b>	<b>440</b>	<b>16</b>	<b>460</b>	<b>78</b>	<b>1,068</b>	<b>400</b>	<b>60</b>	<b>228</b>	<b>34</b>	<b>16</b>	<b>3082</b>										
<b>Total Cost</b>	<b>\$12,798</b>	<b>\$51,072</b>	<b>\$72,160</b>	<b>\$2,288</b>	<b>\$59,340</b>	<b>\$7,176</b>	<b>\$170,880</b>	<b>\$86,800</b>	<b>\$15,840</b>	<b>\$23,484</b>	<b>\$4,896</b>	<b>\$1,680</b>		<b>\$508,414</b>	<b>\$9,130</b>	<b>\$33,000</b>	<b>\$84,725</b>	<b>\$13,838</b>	<b>\$25,900</b>	<b>\$8,993</b>	<b>\$13,100</b>	<b>\$32,500</b>	<b>\$729,600</b>



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

**AMENDED AND RESTATED PROJECT AUTHORIZATION**

For

**Monitoring, Sampling, Testing and Reporting at Geer Road Landfill**

**Project Number 13-001AR-SMG**

**Amendment No. 3**

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant") have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 1, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the Implementation of the Monitoring, Sampling, Testing and Reporting at Geer Road Landfill (the "Original Project Authorization"); and

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

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

WHEREAS, the County has a need to increase this Project Authorization by \$394,950, to allow service to continue for an additional six months; and

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

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

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

"Services shall commence on or about **January 1, 2013**, and continue until **June 30, 2018**, or until all work let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

2. Section E – Compensation 1.2 is amended as follows:

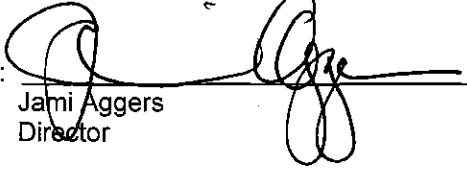
**"PROJECT TOTAL NOT TO EXCEED: \$4,244,212.00"**

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

IN WITNESS WHEREOF, the parties have executed this Amendment 3 to the Amended and Restated Project Authorization Number 13-001AR-SMG on October 2nd, 2017.

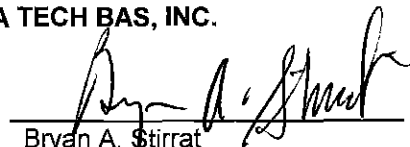
[Signatures appear on next page]

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

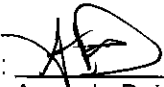
"County"

**TETRA TECH BAS, INC.**

By:   
Bryan A. Stirrat  
President

"Consultant"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel



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

**AMENDED AND RESTATED PROJECT AUTHORIZATION**

**For**

**Maintenance, Emergency Services, Repairs and Non-Routine Services at Geer Road Landfill**

**Project Number 13-004AR-SMG**

**Amendment No. 3**

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant") have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 1, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain original Project Authorization Agreement number PA 13-001 which included funding for emergency/non-routine services at the Geer Road Landfill (the "Original Project Authorization"); and

WHEREAS, as of January 6, 2015, the County transferred funding from the Original Project Authorization 13-001 to the Amended and Restated Project Authorization 13-004AR for maintenance, surveying, construction oversight, repairs, non-routine service calls and emergency services; and

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

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

WHEREAS, the County has a need to increase this Project Authorization by \$111,300, to allow service to continue for an additional six months; and

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

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

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

"Services shall commence on or about **January 1, 2013**, and continue until **June 30, 2018**, or until all work let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

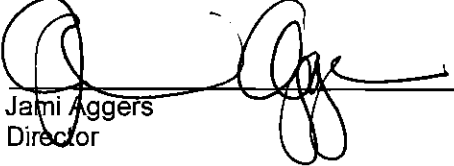
2. Section F – Compensation 1.4 is amended as follows:

**"PROJECT TOTAL NOT TO EXCEED: \$1,792,586.00"**

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

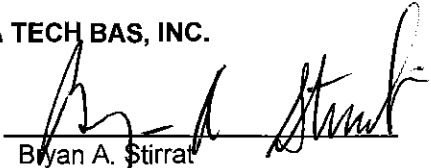
IN WITNESS WHEREOF, the parties have executed this Amendment 3 to the Amended and Restated Project Authorization Number 13-004AR-SMG on October 2<sup>nd</sup>, 2017.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

"County"


**TETRA TECH BAS, INC.**

By:   
Bryan A. Stirrat  
President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel



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

**AMENDMENT NO. 5  
TO  
AMENDED AND RESTATED MASTER AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES AT GEER ROAD LANDFILL  
TETRA TECH BAS, INC.**

This Amendment No. 5 to the Agreement for Professional Design Services ("Amendment No. 5") by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc. ("Consultant" is made and entered into on May 7, 2018.

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the Original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, to allow "as needed", Prevailing Wage Work to be performed for maintenance, surveying, construction oversight, inspection, observation, repairs, non-routine service calls, and emergency services; and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

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

WHEREAS, on September 1, 2015, the Director of the Department of Environmental Resources approved Amendment No. 2 clarifying the fee schedule; and

WHEREAS, on December 8, 2015, the Board of Supervisors approved Amendment No. 3 for an additional \$2,942,269.86; and

WHEREAS, on September 26, 2017, the Board of Supervisors approved Amendment No. 4 for an additional \$1,435,850.14; and

WHEREAS, on September 26, 2017, the Stanislaus County Board of Supervisors approved the Director of the Department of Environmental Resources to sign amendments to this Agreement for an overall total not to exceed amount of \$8,470,065, (Board Agenda B7, Resolution No. 2017-546); and

WHEREAS, the County has a need to increase the Master Agreement's not to exceed amount by \$100,000 to allow for services to continue under this Agreement; and

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

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

1. Section 3.1 - Compensation is amended as follows:

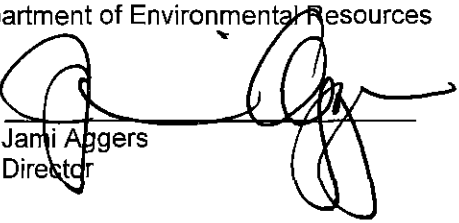
"3.1. Compensation: For each task or project authorization let under this Agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, 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 Amended and Restated Master Agreement shall

in no case exceed **Eight Million, Four Hundred Seventy Thousand, Sixty-Five Dollars (\$8,470,065.00)**. This Amended and Restated Master Agreement's not to exceed amount includes the Original Agreement amount as amended by Amendment 1 and Amendment 2 to the Original Agreement. The County may retain ten percent (10%) of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

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

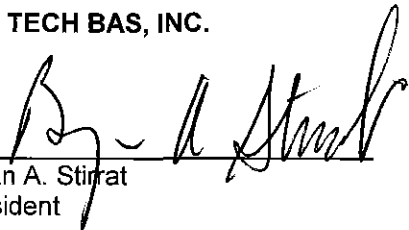
IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
\_\_\_\_\_  
Jami Aggers  
Director

"County"

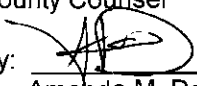
**TETRA TECH BAS, INC.**

By:   
\_\_\_\_\_  
Bryan A. Stirrat  
President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
\_\_\_\_\_  
Amanda M. DeHart  
Deputy County Counsel



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

**UNDER THE AMENDED AND RESTATED MASTER AGREEMENT**

**Amendment No. 1  
Project Number 17-003AR**

**For**

**Construction Management of the Expanded Groundwater Extraction and Treatment System for the Geer Road Landfill**

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant") have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015; as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of September 28, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to Construction Management of the Expanded Groundwater Extraction and Treatment System at Geer Road Landfill (the "Original Project Authorization"); and

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

WHEREAS, the County has a need to increase this Project Authorization by \$142,000 for additional working days and continued construction management of the project; 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 C – Scope of Work Task 4 is amended to read as follows:

**"Task 4 – Construction Management for the Expanded GWETS Piping and Treatment System"**

Consultant shall provide construction management for the Expanded GWETS piping and treatment system construction. These activities are anticipated to take place from September 5, 2017 through March 30, 2018.

As the County's on-site representative, the Consultant Construction Manager (CM) shall have overall responsibility for administration of the work being conducted at the site. The Consultant CM shall maintain communications with the designated County project manager and inform the County as to the status of all aspects of work. At the beginning of the project, the Consultant CM and the County Project Manager shall discuss and agree upon the distribution procedure of contract documentation, lines of authority, and other administrative issues. The Consultant CM shall not deviate from those procedures unless directed otherwise. Given the current project understanding, a single CM is anticipated to be required on-site at all times, with senior level and staff level support provided only on an as-needed basis.

The Consultant CM shall provide detailed reports of all contractor activities and shall record any deviations from the project specifications. All variances shall be documented and shall be maintained on a "cumulative punch" list until repair and/or remediation has been completed.



Consultant shall maintain project documentation so as to facilitate resolution of potential conflicts and mitigate potential contractor claims. The following is a brief description of typical documentation that shall be maintained during the project:

Daily Construction Reports: All daily reports shall be finalized by the following day. The report shall include the date, weather, a summary of the equipment working (and non-operating equipment), manpower, material deliveries, visitors to the site, and a narrative.

The narrative portion of the report shall include sufficient information to convey to County the scope of work that occurred on that day, and the locations in which the work occurred. Particular attention shall be paid to changed or unforeseen conditions, deficiencies noted, and when corrective action is required.

This task shall be completed on a time and materials for a cost not to exceed \$444,300. Direct costs associated with this task include travel and company vehicle costs in accordance with agreed upon contract rates and County policies. All on-site construction oversight shall be subject to prevailing wage rates.”

2. Section C – Scope of Work Task 6 is amended to read as follows:

**“Task 6 – Site Security**

Consultant shall provide an on-site security guard for the duration of the project. The security guard shall be on-site for 14 hours each week day (Monday through Friday), and 24-hours per day on weekends and holidays. Security shall be provided from September 5, 2017, through March 30, 2018.

This task shall be completed on a time and materials basis for a cost not to exceed \$107,000. This task requires no travel cost or vehicle charges.”

3. Section C – Scope of Work Task 7 is amended to read as follows:

**“Task 7 – Project Management**

Consultant shall provide project management services from September 5, 2017, through March 30, 2018.

As part of the work effort, it is assumed that four meetings will be attended by Consultant key team members to provide clarification and facilitate regulatory approvals. The meetings are assumed to take place in either Modesto, at the offices of the County, or in Rancho Cordova, at the offices of the Regional Water Quality Control Board.

Direct costs associated with this task include travel and vehicle costs in accordance with agreed upon contract rates and County policies. This task shall be completed on a time and materials basis for a cost not to exceed \$46,700.”

4. Section D – Project Authorization Period is amended to read as follows:

“Services shall commence on **May 12, 2016**, or the signing of this Project Authorization, and continue until **June 30, 2018**, or upon completing the agreed upon services.”

5. Section E – Compensation, Section 1.2 is amended to read as follows:

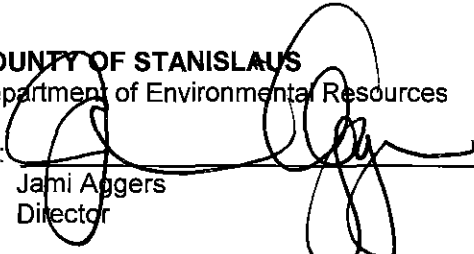
<b>“Task</b>	<b>Title</b>	<b>Amount</b>
1.	Well Drilling and Development Oversight	\$206,900
2.	Reporting and Data Management	\$24,200
3.	Design Revisions	\$17,500
4.	Construction Management for Expanded GWETS Piping and Treatment System	\$444,300
5.	Construction Completion Report and As-Builts	\$25,000
6.	Site Security	\$107,000
7.	Project Management	\$46,700
	<b>Total Not Exceed Fee</b>	<b>\$871,600</b>

\*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the Master Agreement Exhibit "C".

- 6. Exhibit 1 Project Authorization Fee Schedule is amended to include the attached detailed Cost Breakdown.
- 7. Except as stated herein, all other terms and conditions of the Project Authorization remain unchanged.

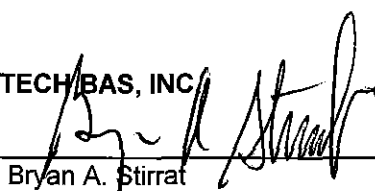
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to the Amended and Restated Project Authorization Number 17-003AR on May 7, 2018.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

"County"


**TETRA TECH/BAS, INC**

By:   
Bryan A. Stirrat  
President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel

**AMENDED EXHIBIT 1  
PROJECT AUTHORIZATION FEE SCHEDULE**

Item	LABOR COSTS													DIRECT COSTS							TOTAL COSTS		
	PRE	Div. Eng.	Senior Env. Sci.	Snr. Env. Spec.	Eng. II	Eng. Tech III	Construction Inspector			Env. Spec.	Snr. Design	Adm Asst.	Total Hrs	Total Labor Cost	Analytical Lab	Electrical Engineer	Security Service	Other Direct Costs	Lodging	Equip/Supplies		Per Diem	Vehicle Use
	hr.	hr.	hr.	hr.	hr.	hr.	Straight AS	O/T YL	Double Time	hr.	hr.	hr.			cost+ 10%	cost+ 10%	cost+ 10%	cost+ 10%	County Rates	County Rates		County Rates	
\$237	\$224	\$164	\$143	\$129	\$92	\$160	\$217	\$264	\$103	\$144	\$105												
Drilling and Well Development Oversight			368			78	208	170	60	80		4	968	\$162,198	\$7,480			\$1,000	\$10,900	\$6,322	\$4,500	\$14,500	\$206,900
Well Installation Report	4	16	32	16						100	6	4	178	\$23,652			\$548						\$24,200
Design Modifications	4	16	8		60					16	12	4	120	\$17,380			\$120						\$17,500
System Construction		180	16		380		1,260	230					2066	\$343,474	\$3,300	\$38,000		\$5,500	\$21,250	\$3,176	\$11,200	\$18,400	\$444,300
Construction Completion Report	6	16	16		80					32	16	4	170	\$23,970			\$1,030						\$25,000
Site Security		40											40	\$8,960			\$97,745		\$295				\$107,000
Project Management/Mtgs	48	92			52								192	\$38,692			\$8,008						\$46,700
<b>Total Hours</b>	<b>62</b>	<b>360</b>	<b>440</b>	<b>16</b>	<b>572</b>	<b>78</b>	<b>1,468</b>	<b>400</b>	<b>60</b>	<b>228</b>	<b>34</b>	<b>16</b>	<b>3724</b>										
<b>Total Cost</b>	<b>\$14,694</b>	<b>\$80,640</b>	<b>\$72,160</b>	<b>\$2,288</b>	<b>\$73,788</b>	<b>\$7,176</b>	<b>\$234,880</b>	<b>\$86,800</b>	<b>\$15,840</b>	<b>\$23,484</b>	<b>\$4,896</b>	<b>\$1,680</b>		<b>\$618,326</b>	<b>\$10,780</b>	<b>\$38,000</b>	<b>\$97,745</b>	<b>\$16,206</b>	<b>\$21,150</b>	<b>\$9,793</b>	<b>\$15,700</b>	<b>\$2,900</b>	<b>\$874,600</b>



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

**PROJECT AUTHORIZATION UNDER THE AMENDED AND RESTATED MASTER AGREEMENT  
Project Number 18-001AR-SM**

**For  
V-Ditch Repair Work Plan and Oversight for the Geer Road Landfill**

WHEREAS, as of December 11, 2012, (the "Effective Date") the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), have entered into a certain Agreement relating to the provisions of monitoring, sampling and reporting services (the "Original Master Agreement"); and

WHEREAS the Original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, was amended and restated under Agreement number A101412AR on January 6, 2015, to allow "as needed", Prevailing Wage Work to be performed for maintenance, surveying, construction oversight, inspection, observation, repairs, non-routine service calls, and emergency services; and the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

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

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Consultant under this Project Authorization, shall be subject to the terms and conditions set forth in the *Amended and Restated Master Agreement for Professional Design Services* number A101412AR and its Exhibits 1, "C" and "D" made and entered into by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc., ("Consultant"), on January 6, 2015.

**B. Background**

The Geer Road Landfill is located approximately 10 miles southeast of the City of Modesto in Stanislaus County, on the northern bluff of Tuolumne River in central Stanislaus County. The 167-acre site is jointly owned by Stanislaus County and the City of Modesto. It is classified as a Class III landfill and is currently closed.

When the landfill was in active operation, it was operated by the Stanislaus County Department of Public Works, and accepted municipal and cannery wastes from November 1970, until July 1990. The site operated as an area/trench fill sanitary landfill between 1970 and 1990. Approximately 144 acres (footprint) were used for refuse disposal. An estimated 4.5 million tons of municipal solid waste was disposed of at the site. The maximum depth of refuse is estimated to range between 50-60 feet. The Stanislaus County Department of Environmental Resources currently maintains the landfill as a closed facility.

The following Scope of Work identifies the Work covered under this Project Authorization.

**C. Scope of Work**

The Consultant shall provide all of the labor, materials and supervision to perform the following Tasks.

**1. Task 1 – Field Reconnaissance**

An engineer from Consultant's firm shall visit the site to visually inspect the current conditions of the channel concrete and subgrade material. While inspecting the channel, Consultant shall determine the condition of the V-ditch concrete material and subgrade, the extent of the channel damage, and, if possible, determine the cause of the condition and the appropriate remedy.

After the field reconnaissance Consultant shall conduct a field survey of the site to verify the limits of the channel repair, to verify grades of the flow line at the connection points, and quantify fill volumes to regrade the channel areas.

Travel and vehicle cost associated with the site inspection and survey are included. The field survey and on-sight time shall be reimbursed in accordance with Prevailing Wage. The cost for this task shall not exceed \$8,626. Actual charges shall be billed on a time and materials basis.

**2. Task 2 – Prepare a V-Ditch Repair Work Plan**

Consultant shall prepare a V-Ditch Repair Work Plan (Work Plan) which shall include the following:

- a. A description of the current condition of the V-ditch and the underlying material.
- b. Procedures for the repair activities and qualifications needed of the contractor performing the repairs.
- c. Engineering plans and details for the construction of the repairs.
- d. Technical specifications and bid schedule.

The V-Ditch Repair Work Plan shall provide sufficient information for incorporation into the County's solicitation to bidders for construction.

In addition, Consultant shall develop a bid sheet (as appropriate) for inclusion in the solicitation as well as an engineer's estimate for the repairs. Both the Work Plan and the Engineer's Estimate shall be signed and stamped by a Registered Professional Engineer. Wet signed copies of both shall be provided to the County along with electronic versions.

Consultant shall provide support to the County during the bidding process. Consultant shall attend a pre-bid site walk hosted by the County, and provide technical support in reviewing and responding to bidder requests for information and clarifications for both bid solicitations. Once bids are received by the County, Consultant shall review the bids for consistency with the plans, specification and engineer's estimate, and shall provide input to the County on bidder responsiveness.

Travel and vehicle costs associated with the pre-bid meeting are included along with other direct costs for reproduction and delivery charges. The cost for this TASK shall not exceed \$6,072. Actual charges shall be billed on a time and materials basis.

**3. Task 3 – Repair Oversight**

Consultant shall provide a qualified engineer/construction manager (CM) to manage the V-ditch repair contractor on behalf of the County. The Consultant shall be on-sight daily during the repairs to document the repair process and provide direction to the contractor. The scope assumes the repairs will be completed in Ten (10) 10-hour working days or less. Consultant shall also review contractor submittals, respond to contractor Requests for Information (RFIs), document contractor equipment and manpower utilization, confirm contractor health and safety compliance, and review contractor payment applications. In addition, it is assumed that the underlying material will require over-excavation and compaction. Consultant shall provide a geotechnical inspector for Two (2) 10 hours days to confirm and document that soil compaction meets the required standards for the project.

Travel and vehicle costs associated with meetings and site visits are included. The CM and the

construction inspector on-sight time shall be reimbursed in accordance with Prevailing Wage. The cost for this Task shall not exceed \$26,834. Actual charges shall be billed on a time and materials basis.

**4. Task 4 – Prepare V-Ditch Repair Summary Report**

Upon completion of the repairs, Consultant shall prepare a V-Ditch Repair Summary Report which shall include the following:

- a. A description of the V-ditch repairs performed.
- b. As-built drawings of the repairs
- c. Photos of the final repaired condition.
- d. Results of compaction testing.

The V-Ditch Repair Summary Report shall be signed and stamped by a Registered Professional Engineer. Wet signed copies of both shall be provided to the County along with electronic versions. There are no site visits or vehicle charges associated with this Task. This task shall be completed on a time and materials for a cost not to exceed \$5,636.

**D. Project Authorization Period**

Services shall commence on **April 15, 2018**, or upon the signing of this Agreement, and continue until **June 30, 2018**, or upon completing the agreed upon services.

**E. Compensation**

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

**1. Project Price**

1.1 The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Consultant shall be compensated on a time and material basis, based on the rates set forth in the Master Agreement Exhibit “C” – Fee Schedule and Exhibit 1 of the Project Authorization, to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by the both parties in accordance with the Master Agreement, Exhibit “C” – Fee Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the Master Agreement Exhibit “C” – Fee Schedule. The County shall not pay a mark-up on travel expenses and items identified in Exhibit “C” – Fee Schedule of the Master Agreement. Consultant shall include all receipts for travel expense reimbursement. Travel expense reimbursement shall be in accordance with Master Agreement Exhibit “C” – Fee Schedule and the County’s travel policy.

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

Task Title	Amount
1. Field Reconnaissance	\$8,626
2. Prepare V-Ditch Repair Work Plan	\$6,072
3. Repair Oversight	\$26,834
4. Prepare a V-Ditch Repair Summary Report	\$5,636
<b>Total Not Exceed Fee:</b>	<b>\$47,168</b>

\*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit “1” to this Project Authorization and the Master Agreement Exhibit “C”.

1.3 A detailed breakdown of the Fee Schedule for this Project Authorization is in the attached Exhibit 1 – Fee Schedule.

**F. Payment and Invoicing**

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: Hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, if prevailing wage work is performed payroll records in accordance with Section 2.3 of the Amended and Restated Master Agreement, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e., copies of receipts) attached to the invoices. No mark-up is allowed on travel reimbursement and copies of all receipts must accompany the invoice. Travel expenses shall be reimbursed in accordance with Master Agreement Exhibit "C" – Fee Schedule and the County's travel policy which is incorporated herein by reference. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and material basis not to exceed the per-task totals for work performed and services provided. The County's project authorization number shall be submitted on the invoice in order for payment to be made.
3. The County shall pay the Consultant 30 days after approval of the invoice. Invoices shall be mailed or delivered to the remit to address indicated below.

Stanislaus County  
Department of Environmental Resources – Landfill Division  
Attention: Jami Aggers (A101412AR PA 18-001AR)  
3800 Cornucopia Way, Suite C  
Modesto, California 95358

**G. Representatives**

The County's representatives are Jami Aggers, (209) 525-6786. The Consultant's representative shall be Greg Acosta.

**H. Counterparts**

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

**I. Professional Services**

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

**J. Prevailing Wage**

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

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

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

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

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

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

IN WITNESS WHEREOF, the parties have executed this Project No. 18-001AR on

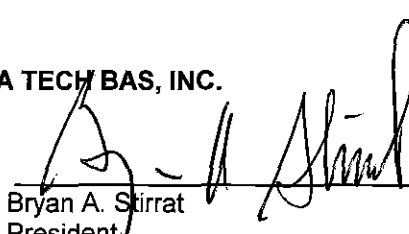
May 7, 2018

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

"County"


**TETRA TECH BAS, INC.**

By:   
Bryan A. Stirrat  
President

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel



**EXHIBIT 1  
PROJECT AUTHORIZATION FEE SCHEDULE**

Item	LABOR COSTS										DIRECT COSTS						TOTAL COSTS	
	Division Eng.	Project Eng.	Eng. I	Construction Inspector		Technician		Snr. Design	1 Man Survey Party w/GPS Straight	Chief of Survey Parties	Total Hrs.	Total Labor Cost	Other Direct Costs	Lodging	Lab Fees/ GPS Eq.	Per Diem		Vehicle Use
				Straight	O/T	Straight	O/T											
hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	
\$224	\$176	\$109	\$160	\$217	\$101	\$137	\$144	\$219	\$150									
Site Reconnaissance	8	2	6					12	10	38	\$6,926	\$650	\$150	\$480	\$120	\$300	\$8,626	
Work Plan Preparation	4	8	24					8		44	\$6,072						\$6,072	
Repair Oversight				80	20	26	4			130	\$20,314	\$1,800	\$1,500	\$400	\$720	\$2,100	\$26,834	
Repair Summary Report	4	8	20					8		40	\$5,636						\$5,636	
<b>Total Hours</b>	<b>16</b>	<b>18</b>	<b>50</b>	<b>80</b>	<b>20</b>	<b>26</b>	<b>4</b>	<b>15</b>	<b>12</b>	<b>10</b>	<b>252</b>							
<b>Total Cost</b>	<b>\$3,584</b>	<b>\$1,344</b>	<b>\$5,450</b>	<b>\$12,800</b>	<b>\$4,340</b>	<b>\$2,626</b>	<b>\$548</b>	<b>\$2,671</b>	<b>\$1,800</b>	<b>\$1,500</b>	<b>\$38,926</b>	<b>\$2,450</b>	<b>\$1,500</b>	<b>\$480</b>	<b>\$840</b>	<b>\$2,100</b>	<b>\$47,493</b>	