

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

DEPT: Environmental Resources

BOARD AGENDA:5.B.2
AGENDA DATE: June 26, 2018

SUBJECT:

Approval of Amendment No. 9 to the Master Agreement for Professional Design Services with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0312

On motion of Supervisor Chiesa Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow


Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman DeMartini

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

BOARD AGENDA:5.B.2
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendment No. 9 to the Master Agreement for Professional Design Services with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services at the Fink Road Landfill

STAFF RECOMMENDATION:

1. Approve Amendment No. 9 to the Master Agreement for Professional Design Services at the Fink Road Landfill with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, which increases the Agreement by \$247,214 for a total not to exceed amount of \$1,768,033.
2. Authorize the Chairman of the Board of Supervisors to sign Amendment No. 9 to the Master Agreement for Professional Design Services at the Fink Road Landfill with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc.
3. Authorize the Director of Environmental Resources, or designee, to sign individual Project Authorizations, providing that the cumulative total does not exceed the contract amount.
4. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Master Agreement for an overall total not to exceed amount of \$1,792,754, which includes a contingency of \$24,721.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road and Geer Road Landfills. The day-to-day operation and maintenance of the Fink Road Landfill is performed by in-house staff, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, 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 Health and Safety Plans. For those specialized services, the Department has historically hired specialized outside expertise. On December 4, 2012, the Department contracted with Stearns, Conrad, and Schmidt, consulting Engineers, Inc. (SCS), for these specialized services until the end of 2015 through a Master Agreement for Professional Design Services (Agreement) in the amount of \$588,380.

The Water Board and its regional offices commonly add new monitoring and testing objectives as well as reporting requirements. The County must meet the Water Board's mandated requirements and deadlines in order to remain in compliance. In order to remain in compliance with the Water Board's requirements, the Agreement has been amended a total of eight times since its commencement in 2012 to add additional spending authority or to extend the term of the Agreement. The current agreement is in effect until June 20, 2018, with a not to exceed amount of \$1,520,819. A summary of the Agreement's Amendments is as follows:

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

5	8/23/2016	\$1,156,851	Updated remaining site life (capacity) and the staging of cells
6	11/1/2016	\$1,487,731	New well sampling and analysis, a new Work Plan to determine the source of VOC impacts, and implementation of the Work Plan
7	9/29/2017	\$1,487,731	Extended Agreement for six months
8	2/1/2018	\$1,520,819	Increased Agreement to include contingency funds in the event additional work is required by the Regional Water Board

The Agreement has been in place for over five years and it is time to competitively bid out these services again and award a new contract to the most qualified firm. Staff has partnered with the General Services Agency (GSA) Purchasing Division to issue a new solicitation for qualifications to put a new contract in place for these services with the highest scoring firm. A Solicitation of Qualifications was posted on May 3, 2018, and proposals were due on June 6, 2018. All proposals are in the process of being evaluated, after which the top firms will be interviewed, and contract negotiations will be conducted with the selected consultant. The new five-year term contract is anticipated to be effective beginning on January 1, 2019.

At this time, Department staff recommends extending the current SCS Master Agreement expiration date by six months to December 31, 2018, for the provision of routine operations, maintenance, monitoring services associated with the Fink Road Landfill. This extension will allow staff adequate time to review and interview interested firms, negotiate terms, conditions, and pricing, and finalize a new Master Agreement, while allowing contracted services to continue with no lapse in service. This allows the County to maintain compliance with California's regulatory requirements while still taking the necessary time to carefully and thoughtfully prepare a new Master Agreement. A six month extension is also recommended because it logistically fits best with the nature of services provided under this Agreement, which requires quarterly and annual reports that are due to the Water Board. A six month extension will allow the current consultant to finalize all necessary data that they have collected over the most recent months and submit the year-end report due for 2018 by the end of the January 2019. If the solicitation process results in a different consultant, the contract language allows for the completion of projects that are currently in process to ensure a smooth transition.

This Amendment No. 9 increases the contract by \$247,214 for additional professional consultant services through December 31, 2018. The increase in cost includes:

- \$8,214 for monitoring, sampling, and reporting services. [Note: The full estimated cost for these services is \$130,809, however staff were able to offset a portion of this cost by transferring \$122,595 from other Projects on this Agreement that have been completed under budget. After factoring in the transfer of \$122,595, the total increase needed for monitoring, sampling and reporting services is reduced to \$8,214];
- \$24,000 for preparation of a Water Quality Protection Report;
- \$215,000 to cover any future, unknown, mandates from the Regional Water Quality Control Board.

In addition, a contingency amount of \$24,721 has been included for required but unanticipated contract changes. The Amendment brings the total not to exceed amount of this Agreement to \$1,768,033.

POLICY ISSUE:

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

FISCAL IMPACT:

The Amendment No. 9 increases the Agreement by \$247,214, for an overall total not to exceed amount of \$1,768,033, with a contingency of an additional \$24,721. The Amendment and contingency amounts bring the not to exceed total of this Agreement to \$1,792,754. Sufficient appropriations exist in the Fiscal Year 2018-2019 Proposed Budget for the Fink Road Landfill budget to cover the cost of these services.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the *Board's priority of Delivering Efficient Public Services and Community Infrastructure* by promoting a safe and healthy environment and improving the quality of life in the community through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACT:

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

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources Telephone: (209) 525-6770
 Janis Mein, Assistant Director of Environmental Resources Telephone: (209) 525-6792

ATTACHMENT(S):

1. SCS Engineers Master Agreement Amendment 9



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

**AMENDED AND RESTATED
AGREEMENT**

FOR

PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

AMENDMENT 9

This Amendment 9 to the Amended and Restated Agreement for Professional Design Services Master Agreement (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers, Inc., hereinafter referred to as ("Consultant") on June 26, 2018.

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

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

WHEREAS, the Stanislaus County Board of Supervisors has approved Amendments numbered one (1) through eight (8), which increased the not to exceed amount of the Master Agreement to \$1,520,819, and extended the term of the agreement through June 30, 2018; and

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

WHEREAS, the County has a need to extend this Agreement for an additional six months, to allow the County additional 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 not to exceed amount in Paragraph 3 – Compensation and Billing, Section 3.1 by \$247,214, to allow for the six month extension in services, including the possibility of a water quality protection standard report, and any additional unanticipated work that may be required by the Regional Water Quality Control Board (RWQCB); and

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

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

1. Section 3.1 - Compensation is amended as follows:

"3.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibits "C" and "C-1", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant shall be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this

Agreement. Consultant's compensation under this Master Agreement shall in no case exceed **One Million, Seven Hundred Sixty-Eight Thousand, Thirty-Three Dollars (\$1,768,033.00)** 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. Section 5.1 – Term is amended as follows:

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

5.2. Contract Extension. The first extended term of this Agreement shall be for a period commencing upon January 1, 2016, and continuing until December 31, 2017. The second extended term of this Agreement shall be for a period commencing on January 1, 2018, and continuing until June 30, 2018, or until all work on each Project Authorization let during this period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The third extended term of this Agreement shall be for a period commencing on **July 1, 2018**, and continuing until **December 31, 2018**, or until all work on each Project Authorization executed 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 **December 31, 2018.**”

3. Exhibit C – Fee Schedule, Section 1.3 – Professional Service Fee Schedule (Engineering Division) is amended to include the following:

“The below Hourly Billable Rates shall be effective July 1, 2018, through December 31, 2018. Rates include overhead, administration, and profit.

TITLE	HOURLY BILLABLE RATE
Principal	\$275
Project Director	\$252
Senior Technical Manager	\$236
Project Manager	\$194
Certified Industrial Hygenist	\$184
Senior Project Professional	\$163
Project Professional	\$142
Staff Professional	\$118
Senior Engineering Technician	\$105
Project Administrator	\$95
Drafter	\$100
Administrative/Secretarial	\$79

4. Exhibit C – Fee Schedule, Section 1.4 – Fee Schedule (Field Services Division) is amended to include the following:

The below Hourly Billable Rates shall be effective July 1, 2018, through December 31, 2018. Rates include overhead, administration, and profit. The rates listed below shall be the standard rate for non-prevailing wage work

TITLE	HOURLY BILLABLE RATE
Regional Manager	\$242
Project Manager	\$200
Senior Project Professional	\$184
Senior Superintendent	\$147
Project Professional	\$137
Project Coordinator	\$105
Senior Technician	\$91
Technician	\$79
Project Administrator	\$77
Secretarial	\$63


5. Exhibit C – Fee Schedule is amended to include the attached fee schedule for July 1, 2018 – December 31, 2018.

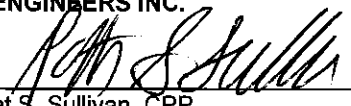
6. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

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

COUNTY OF STANISLAUS

SCS ENGINEERS INC.

By: 
 Terrance Withrow
 Vice-Chairman

By: 
 Pat S. Sullivan, CPP
 Senior Vice President

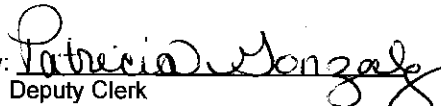
Date: 6/26/2018

Date: 5-31-18

"County"

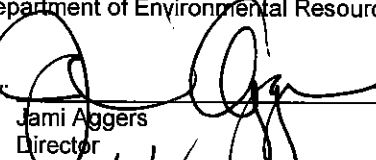
"Consultant"

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

By: 
 Patricia Gonzalez
 Deputy Clerk

Date: 6/26/2018

APPROVED AS TO CONTENT:
 Department of Environmental Resources

By: 
 Jami Aggers
 Director

Date: 6/1/18

APPROVED AS TO FORM:
 John P. Doering
 County Counsel

By: 
 Amanda DeHart
 Deputy County Counsel

Date: 5-25-18

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

JULY 1, 2018 - DECEMBER 31, 2018

SCS PERSONNEL	LABOR HOURS PER TASK																		LABOR		
	RFP Section 1.2.1 Scope Items																		TOTAL	Rate, \$/h	Amount, \$
	TASK a	TASK b	TASK d	TASK g	TASK h	TASK i	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r	TASK s	TASK t	TASK u	TASK v	S		
ENGINEERING																					
Principal								1	1		2								4	\$275	\$1,100
Project Director																			0	\$252	\$0
Senior Technical Mgr.		4			38	12							2	12	12			36	114	\$238	\$26,904
Project Manager												3							3	\$194	\$582
Certified Industrial Hygienist													4						4	\$184	\$736
Senior Project Professional								2	6										82	\$163	\$10,106
Project Professional		12		2	100	54			48				10	15					187	\$142	\$26,554
Staff Professional								12				20							32	\$118	\$3,776
Senior Engineering Technician																			0	\$105	\$0
Project Administrator																			0	\$95	\$0
Drafter					12	4													16	\$100	\$1,600
Administrative/Secretarial					29	6		1	1		1								29	\$79	\$2,291
FIELD SERVICES																					
Regional Manager	1	1	1					2											5	\$242	\$1,210
Project Manager	2	2	2	1				8	2	1									18	\$200	\$3,500
Senior Project Professional																			0	\$184	\$0
Senior Superintendent																			0	\$147	\$0
Project Professional	2	4	4	2				8	2	1									23	\$137	\$3,151
Project Coordinator																			0	\$105	\$0
Senior Technician	16	64	8							4									92	\$91	\$8,372
Technician								138	8										146	\$79	\$11,534
Project Administrator	2	2	2	1				4	2	1									14	\$77	\$1,040
Secretarial																			0	\$63	\$0
Total Personnel (Hours):	23	89	17	5	168	76	160	14	23	56	0	26	16	27	12	0	0	36	TOTAL LABOR:		\$102,456
OTHER DIRECT COSTS (ODC)																			Amount, \$		
Reimbursables																					
Water Level Indicator	\$50	\$190	\$50	\$13																	\$263
Submersible Pump Controller	\$120	\$400	\$120																		\$640
Horiba Water Quality Meter	\$120	\$300	\$120																		\$640
Power Generator/Inverter		\$300																			\$300
GEM and Other Instruments										\$1,100											\$1,100
Expendable Sampling Supply	\$40	\$100	\$100																		\$240
Miscellaneous ODCs	\$75	\$75	\$75									\$20	\$13		\$40						\$298
Safety Equipment	\$40	\$40	\$40																		\$120
Subtotal Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	\$0	\$0	\$0	\$0	Subtotal Reimbursables		\$3,500
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables		\$0
Total Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	\$0	\$0	\$0	\$0	Total Reimbursables		\$3,500
Subcontractors																					
Laboratory Costs - Air																					\$3,000
Laboratory Costs - Water																					\$15,000
Best Environmental - Source Test																					\$0
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$0	\$0	Total Subcontract		\$18,000
Administration @ 10% ODC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$0	\$0	\$0	Admin. Subs (10%)		\$1,800
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,800	\$0	\$0	\$0	Total Subcontract		\$19,800
SCS Vehicle Fee	\$612	\$792	\$360	\$36	\$0	\$160	\$2,628	\$280	\$90				\$45	\$50					Total Truck/SCS V		\$6,053
Total Cost per Task (\$):	\$3,583	\$11,973	\$2,937	\$745	\$25,476	\$12,668	\$18,118	\$1,740	\$2,084	\$8,161	\$0	\$3,611	\$2,673	\$5,012	\$22,632	\$0	\$0	\$6,486	SEMI-ANNUAL TO		\$130,809

Notes: See Section 1 for Task Assumptions

- Task a: Leachate Monitoring
- Task b: Groundwater Monitoring
- Task c: Vadose Zone Monitoring
- Task d: Resampling
- Task e: Monitoring Reports
- Task f: NPDES Support
- Task j: Surface Emissions Monitoring (SEM)

- Task k: Leak Monitoring at the Effluent Flare Station
- Task l: Non-Methane Organic Compound (NMOC) Testing
- Task m: EPA and LWR Greenhouse Gas Annual Reports
- Task n: Source Testing and Methane Destruction Efficiency Testing
- Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (ACC)
- Task q: Health and Safety Plan

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



AMENDED AND RESTATED PROJECT AUTHORIZATION

**Amendment No. 6
Project Number 13-001AR-SMG**

For

Monitoring, Sampling, Testing and Reporting at Fink Road Landfill

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

WHEREAS, the Original Master Agreement for Professional Design Services number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

WHEREAS, as of January 1, 2013, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of monitoring, sampling and reporting, services (the "Original Project Authorization"), which was Amended on May 29, 2015; and

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

WHEREAS, the Director of Environmental Resources has approved Amendments numbered one (1) through five (5), which collectively increased the not to exceed amount of this Project Authorization to \$854,467, and extended the term of this Project Authorization through June 30, 2018; and

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

WHEREAS, work under PA 14-005AR, PA 16-001AR-SM, PA 17-001AR-SM, and PA 17-003AR-SM has been completed under budget, collectively leaving a total of \$30,418.58 in unspent contract funds that can be transferred from those completed Project Authorizations to this Project Authorization; and

WHEREAS, the amount budgeted for emergency services, repairs, and non-routine services under PA 13-002AR-SMG over the duration of the contract has consistently come in under budget, and \$92,177 can be transferred from PA 13-002AR-SMG to this Project Authorization; and

WHEREAS, in addition to the transfer of \$30,418.58 from closed out projects, and the transfer of \$92,177 from PA 13-002AR, the County has a need for an additional \$8,213.42, for a total increase to this Project Authorization of \$130,809, which will cover the next six months of services; and

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

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

A. Section C – Project Authorization Period is amended as follows:

"Services shall commence on or about **January 1, 2013**, and continue until **December 31, 2018**, or until all work on Amended and Restated Project Authorization is completed, unless sooner terminated."

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

"PROJECT TOTAL NOT TO EXCEED AMOUNT: Ninety Hundred Eight-Five Thousand, Two Hundred Seventy-Six Dollars (\$985,276)."

C. Section F- Compensation, item 1.5 is amended to add the following:

"1.5.6. \$130,809, for an additional six months of basic contract services."

D. Attachment A – Fee Schedule, is amended to include the attached fee schedule for July 1, 2018 – December 31, 2018.

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


IN WITNESS WHEREOF, the parties have executed this Amendment 6 to the Amended and Restated Project Authorization Number 13-001AR-SMG on July 9, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

By: 
Pat S. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

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

JULY 1, 2018 - DECEMBER 31, 2018

SCS PERSONNEL	LABOR HOURS PER TASK																LABOR TOTAL \$	Rate, \$/hr	Amount, \$		
	TASK a	TASK b	TASK d	TASK h	TASK h	TASK i	TASK j	TASK k	TASK l	TASK m	TASK n	TASK o	TASK q	TASK r	TASK s	TASK t				TASK u	TASK v
ENGINEERING																					
Principal								1	1						2				4	\$275	\$1,100
Project Director																			0	\$262	\$0
Senior Technical Mgr.		4			36	12										2	12	12	114	\$236	\$26,904
Project Manager																3			3	\$184	\$562
Certified Industrial Hygienist																4			4	\$184	\$736
Senior Project Professional						54				2	6								62	\$183	\$10,106
Project Professional		12		2	100						48				10	15			187	\$142	\$26,554
Staff Professional									12										32	\$118	\$3,776
Senior Engineering Technician																			0	\$105	\$0
Project Administrator																			0	\$95	\$0
Drafter					12	4													16	\$100	\$1,600
Administrative/Secretarial					20	6			1	1					1				29	\$79	\$2,291
FIELD SERVICES																					
Regional Manager	1	1	1						2										5	\$242	\$1,210
Project Manager	2	2	2	1				8	2	1									18	\$200	\$3,500
Senior Project Professional																			0	\$184	\$0
Senior Superintendent																			0	\$147	\$0
Project Professional	2	4	4	2				6	2	1									23	\$137	\$3,161
Project Coordinator																			0	\$105	\$0
Senior Technician	16	64	8							4									92	\$91	\$8,372
Technician								128	8										146	\$79	\$11,534
Project Administrator	2	2	2	1				4	2	1									14	\$77	\$1,040
Secretarial																			0	\$63	\$0
Total Personnel (Hours):	23	89	17	5	188	76	160	14	23	56	0	26	16	27	12	0	0	36	TOTAL LABOR:	\$102,450	
OTHER DIRECT COSTS (ODC)																					Amount, \$
Reimbursables																					
Water Level Indicator	\$50	\$150	\$50	\$13																	\$263
Submersible Pump Controls	\$120	\$400	\$120																		\$640
Horiba Water Quality Meter	\$120	\$300	\$120																		\$540
Power Generator/Inverter		\$300																			\$300
GEM and Other Instruments								\$1,100													\$1,100
Expendable Sampling Supplies	\$40	\$100	\$100																		\$240
Miscellaneous ODCs	\$75	\$75	\$75							\$20	\$19			\$40							\$298
Safety Equipment	\$40	\$40	\$40																		\$120
Subtotal Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	\$0	\$0	\$0	\$0	Subtotal Reimbursables	\$3,300	
Mark-up Reimbursables (0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Mark-up Reimbursables	\$0	
Total Reimbursables	\$445	\$1,365	\$505	\$13	\$0	\$0	\$1,100	\$0	\$20	\$13	\$0	\$40	\$0	\$0	\$0	\$0	\$0	\$0	Total Reimbursables	\$3,300	
Subcontractors																					
Laboratory Costs - Air																					\$3,000
Laboratory Costs - Water																					\$15,000
Best Environmental - Source Test																					\$0
Subtotal Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$0	\$0	Total Subcontractors	\$18,000	
Administration @ 10% ODC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$0	\$0	\$0	Admin. Subs (10%)	\$1,800	
Total Subcontractors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,800	\$0	\$0	\$0	Total Subcontractors	\$19,800	
SCS Vehicle Fee	\$612	\$792	\$360	\$36	\$0	\$180	\$2,628	\$280	\$80										Total Truck/SCS V	\$5,053	
Total Cost per Task (\$):	\$3,583	\$11,973	\$2,937	\$745	\$25,476	\$12,668	\$18,118	\$1,740	\$2,984	\$8,161	\$0	\$3,611	\$2,673	\$5,012	\$22,632	\$0	\$0	\$9,496	SEMI-ANNUAL TO	\$140,809	

Notes: See Section 1 for Task Assumptions

Task a: Leachate Monitoring
 Task b: Groundwater Monitoring
 Task d: Vadose Zone Monitoring
 Task g: Resampling
 Task h: Monitoring Reports
 Task i: NPDES Support
 Task j: Surface Emissions Monitoring (SEM)

Task k: Leak Monitoring at the Effluent Ponds Station
 Task l: Non-Methane Organic Compound (NMOC) Testing
 Task m: EPA and LMR Greenhouse Gas Annual Reports
 Task n: Source Testing and Methane Destruction Efficiency Testing
 Task o: Title V Semi-Annual Reports of Required Monitoring (RRM) and Annual Compliance Certification (ACC)

Task p: Health and Safety Plan

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

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



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

AMENDED AND RESTATED PROJECT AUTHORIZATION

**Amendment No. 4
Project Number 13-002AR-SMG**

For

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

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

WHEREAS, the Original Master Agreement for Professional Design Services number A101112 entered into on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014, as the Original Agreement failed to recognize that work requiring the payment of Prevailing Wage would be required under the Agreement; and

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

WHEREAS, monitoring, sampling and reporting services included in the Original Project Authorization number 13-001-SMG, are amended and restated under Project Authorization number 13-001AR-SMG; and

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

WHEREAS, the Director of Environmental Resources has approved Amendments numbered one (1) through three (3), which increased the not to exceed amount of this Project Authorization to \$182,140, and extended the term of this Project Authorization through June 30, 2018; 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 transfer \$92,177 from this Project Authorization to Project Authorization 13-001AR-SMG, in order to continue to cover routine services; and

WHEREAS, sufficient funds will remain on this Project Authorization to allow for services to continue; and

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

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

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

"Services shall commence on or about **January 1, 2013**, and continue until **December 31, 2018**, or until all work on Amended and Rested Project Authorization is completed, unless sooner terminated."

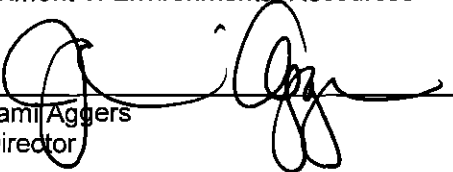
2. Section E- Compensation, item 1.2 is amended to read as follows:

"1.2 The total not to exceed amount for this Project Authorization is **Eighty-Nine Thousand Nine Hundred Sixty-Three Dollars (\$89,963.00)**"

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


IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Amended and Restated Project Authorization Number 13-002AR-SMG on July 9, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"


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

By: 
Pat S. Sullivan, CPP
Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

AMENDED AND RESTATED PROJECT AUTHORIZATION

**Amendment 3
Project Number 14-005AR**

for

**Preparation of MW-26 Impact Work Plan and Investigation of Impacts in Well MW-26
Fink Road Landfill**

RECITALS

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant") was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, as of October 9, 2015, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of preparation of an Impact Work Plan for Monitoring Well No. 26 (the "Original Project Authorization"); and

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

WHEREAS, on March 9, 2016, the Director of Environmental Resources approved Amendment No. 2, to this Project Authorization, which increased the not to exceed amount of this Project Authorization to \$52,877.50, for completing additional tasks required by the Regional Water Quality Control Board; and

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$23,249.31 from this Project Authorization to PA 13-001AR-SMG; and

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

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

A. Section F- "Compensation" is amended to include the following:

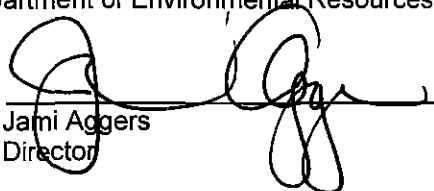
"1.3 As work under this Project Authorization came in under budget, the Total Not to Exceed Amount of this Project Authorization is hereby reduced to **Twenty Nine Thousand, Six Hundred Twenty-Eight Dollars and Nineteen Cents (29,628.19).**"

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


[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment 3 to Amended and Restated Project Authorization number 14-005AR on July 9, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources


By: 
Jami Aggers
Director
"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

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

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

AMENDED AND RESTATED PROJECT AUTHORIZATION

**Amendment No. 1
Project Number 16-001AR-SM**

for

**Proposal for Responding to RWQCB Letter dated June 22, 2106:
Preparation of Well Drilling Bid Items, Construction Oversight and Reporting for Two Monitoring Wells
and Four Background Wells at the Fink Road Landfill**

RECITALS

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant") was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, as of July 8, 2016, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of preparing well drilling bid items, construction oversight, and reporting for two (2) monitoring wells and four (4) back ground wells (the "Original Project Authorization"); and

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

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$6,853.96 from this Project Authorization to PA 13-001AR-SMG; and

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

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

A. Section G – "Compensation" is amended to include the following:

"1.2 As work under this Project Authorization came in under budget, the Total Not to Exceed Amount of this Project Authorization is hereby reduced to **Ninety Thousand, Six Hundred Twenty-Two Dollars and Four Cents (90,622.04).**"

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Project No. 16-001AR-SM on July 9, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

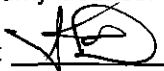
"County"

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

By: 
Pat S. Sullivan
Senior Vice President

"Consultant"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

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



PROJECT AUTHORIZATION

**Amendment No. 1
Project Number 17-001AR**

for

5 Year Permit Review for the Fink Road Landfill

RECITALS

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant") was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, as of January 31, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of a 5-year permit review for the Fink Road Landfill (the "Original Project Authorization"); and

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

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$282.50 from this Project Authorization to PA 13-001AR-SMG; and

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

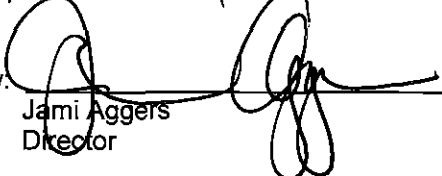
NOW, THEREFORE, the County and the Consultant hereby agree as follows:

A. Section E – "Compensation" is amended to include the following:


"1.4 As work under this Project Authorization came in under budget, the Total Not to Exceed Amount of this Project Authorization is hereby reduced to **Sixteen Thousand, Seven Hundred Twelve Dollars and Fifty Cents (16,712.50).**"

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Project No. 17-001AR-SM on July 9, 2018.

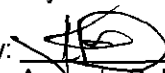
COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director
"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

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

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



PROJECT AUTHORIZATION

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

Preparation of Storm Water/Leachate Management Plan for the Fink Road Landfill

RECITALS

WHEREAS the original *Master Agreement For Professional Design Services* number A101112 entered into on December 4, 2012, by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant") was amended and restated under Agreement number A101112AR on March 31, 2014; and

WHEREAS, as of June 20, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Agreement relating to the provision of preparation of a Storm Water/Leachate Management Plan for the Fink Road Landfill (the "Original Project Authorization"); and

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

WHEREAS, the work under this Project Authorization has been completed and the County has a need to transfer the unspent balance of \$32.81 from this Project Authorization to PA 13-001AR-SMG; and

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

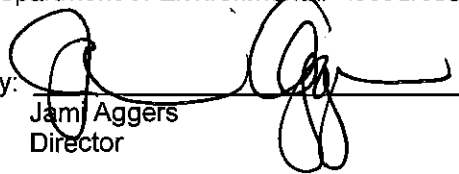
NOW, THEREFORE, the County and the Consultant hereby agree as follows:

A. Section E – "Compensation" is amended to include the following:

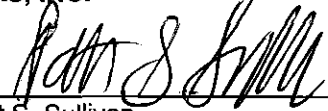
"1.3 As work under this Project Authorization came in under budget, the Total Not to Exceed Amount of this Project Authorization is hereby reduced to **Five Thousand, Nine Hundred Sixty-Seven Dollars and Nineteen Cents (5,967.19).**"

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Project No. 17-003AR on July 9, 2018.


COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director
"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

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

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

PROJECT AUTHORIZATION
For

Preparation of a Water Quality Protection Standard Report for the Fink Road Landfill

Project Number 18-003AR-SM

Recitals

WHEREAS the original **Master Agreement for Professional Design Services** number A101112 made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers ("Consultant"), on December 4, 2012, was amended and restated under Agreement number A101112AR on March 31, 2014; and

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

A. Terms and Conditions

Except as hereinafter provided, the Services provided by the Consultant under this Project Authorization and Exhibits 1 and 2, attached hereto and made a part of this Agreement, shall be subject to the terms and conditions set forth in **Amended and Restated Master Agreement for Professional Design Services** number A101112AR.

B. Background

The Waste Discharge Requirements/Monitoring and Reporting Program (WDR/MRP) No. R5-2008-0144 for the Fink Road Landfill, issued by the Central Valley Regional Water Quality Control Board (CVRWQCB) contain concentration limits for four constituents in groundwater. These include:

- Total Dissolved Solids – 374 milligrams/liter (mg/L)
- Sulfate – 12 mg/L
- Nitrate (as N) – 11 mg/L
- Chloride – 28 mg/L.

These concentration limits have existed in the WDR/MRP Orders for well over a decade and it is unknown how these limits were derived. Since 2006, Consultant has been reporting to CVRWQCB that these concentration limits were inappropriate, as evidenced by the fact that one or more of these limits are exceeded in every quarterly monitoring event, for every monitoring well, including the designated background well MW-12. Since 2008, several attempts were made to determine new concentration limits that more accurately accounted for natural groundwater quality and variability, but the CVRWQCB has rejected or failed to respond to these proposals.

In August 2016, Consultant submitted a *Work Plan to Establish New Water Quality Protection Standards*. This Work Plan proposed the installation of four new background monitoring wells to the west of the landfill, and to use data collected from these new monitoring wells to establish new concentration limits for groundwater. In a letter dated 9 September 2016, CVRWQCB approved installation of the new background monitoring wells and calculation of new concentration limits after a sufficient number of samples were collected from these wells. The new background wells were installed in the fourth quarter of 2016. The CVRWQCB required (letter dated 8 August 2017) that these wells be sampled quarterly for at least eight monitoring events, then a new Water Quality Protection Standard would be calculated.

The new background wells were sampled 4Q2016 through 3Q2018, yielding the minimum required eight monitoring events. The data collected from the new background monitoring wells needs to be analyzed and a new WQPSR needs to be prepared in which new water quality protection standards (concentration limits) are proposed. This new WQPSR should be submitted to CVRWQCB before the end of 2018.

C. Scope of Work

Consultant shall provide all of the labor, materials, equipment and supervision to assist with the preparation of a Water Quality Protection Standard Report as described in this Project Authorization, which shall be the basis of invoices and project tracking. No work shall be performed outside the scope of these tasks without prior approval from the County:

Task 1 – Evaluation of Data from New Monitoring Wells

Consultant shall evaluate field and laboratory analysis data for the eight rounds of monitoring completed for the four new background monitoring wells. The evaluation shall include documenting the temporal and spatial variations in the background data, and testing various statistical analysis procedures to determine how best to calculate new water quality protection standards. Such statistical testing may include normality, outliers, factor correlations, and calculation options. Consultant shall test the various possible statistical approaches against known data from other monitoring wells to determine if the new concentration limits would be effective in identification of landfill impacts to groundwater without producing false positive results.

Task 2 – Preparation of Water Quality Protection Standard Report

Using the evaluations and results obtained in Task 1, Consultant shall prepare a draft WQPSR. The report shall contain the required elements for a WQPSR, including the following sections:

- a. Introduction
- b. Site Description, Setting and Monitoring Network
- c. Constituents of Concern
- d. Concentration Limits/Control Limits
- e. Points of Compliance
- f. Compliance Period
- g. Conclusions and Recommendations.

Consultant shall prepare the WQPSR in draft form for County review and comment. Consultant shall then incorporate County comments, as appropriate, and submit the WQPSR to the CVRWQCB via the State's Geotracker system.

ASSUMPTIONS AND CONDITIONS

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

- a. County will issue authorization to proceed by September 1, 2018; and
- b. County will provide timely review and comments on draft report

D. Schedule

The estimated schedule given as *Exhibit 1* is based on assumptions as to when the County will issue the Project Authorization, and the timeliness of the County completing review of the draft report.

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

E. Project Authorization Period

Services shall commence on **September 1, 2018**, or upon the signing of the Agreement (whichever is first), and end **December 31, 2018**, or when the project is completed.

F. Compensation

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

Project Price

1. The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given project. The Consultant shall be compensated on a time and material basis, based on the rates set forth in the **Amended and Restated Master Agreement Exhibit "C"- Fee Schedule**, and this Project Authorization **Exhibit 2** to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses that have been agreed to by both parties in accordance with the **Amended and Restated Master Agreement, Exhibit "C" – Fee Schedule**. The County shall not reimburse for fax, phone, postage or copies and other items as identified in the **Amended and Restated Master Agreement Exhibit "C" – Fee Schedule** and **Exhibit 2** of this Project Authorization.

1.1 The not to exceed total for this Project Authorization shall be **Twenty Thousand Seven Hundred Seventy-Two Dollars (\$20,772.00)**.

1.2 Consultant shall perform the scope of work for the following fees. A detailed breakdown of the fee is included in **Exhibit 2**.

<u>Task</u>	<u>Fee Estimate</u>
Task 1 – Evaluation of Data from New Monitoring Wells	\$12,480
Task 2 – Preparation of WQPS Report	\$8,292
TOTAL	\$20,772

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

G. Payment and Invoicing

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

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

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

The remit to address is:

Stanislaus County
Department of Environmental Resources – Landfill Division
Attention: Accounting (A101112AR PA 18-003AR-SM)
P.O. Box 86
Crows Landing, California 95313

H. Representatives

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

I. Counterparts

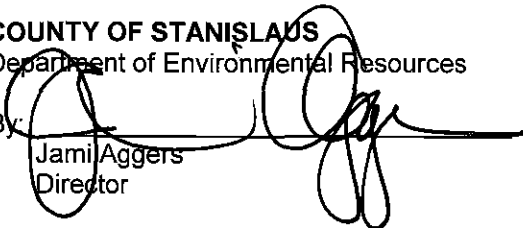
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

J. Professional Services

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


IN WITNESS WHEREOF, the parties have executed this Project No. 18-003AR-SM on August 28, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC

By: 

Name: Pat S. Sullivan
Title: Senior Vice President

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

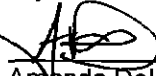
By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT 1
TASK IMPLEMENTATION SCHEDULE
WATER QUALITY PROTECTION STANDARD REPORT

TASKS	2018															
	SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
1. Evaluation of Data/Statistics																
2. Preparation of WQPS Report																
Draft Report to County																
Final Report to RWQCB																

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

EXHIBIT 2

PROJECT AUTHORIZATION FEE SCHEDULE

SCS PERSONNEL	Hours By Task			Rate, \$/hr	Amount, \$
	1	2	TOTAL		
SCS Engineers					
Principal	0	2	2	\$275	\$550
Senior Technical Manager	24	16	40	\$236	\$9,440
Project Professional	48	24	72	\$142	\$10,224
Drafter/person	0	4	4	\$100	\$400
Admin/Secretarial	0	2	2	\$79	\$158
Total Personnel (Hours):	72	48	120		
Total Personnel Per Task (\$)	\$12,480	\$8,292	\$20,772	SUBTOTAL SCS PERSONNEL	\$20,772
OTHER DIRECT COSTS (ODC)					Amount, \$
Misc. Materials			\$0		\$0
Subtotal ODC (\$)	\$0	\$0	\$0	SUBTOTAL ODC	\$0
Administration @ 10%			\$0	Admin. 10%	\$0
Health and Safety			\$0	H and S	\$0
Perdiem/Travel			\$0	Hotel/Perdiem	\$0
Trucks			\$	Trucks	\$0
SCS Equipment			\$0	SCS Equipment	\$0
Total Cost per Task (\$)	\$12,480	\$8,292	\$20,772	TOTAL BUDGET ALLOCATION	\$20,772

Task 1 – Evaluation of Data from New Monitoring Wells

Task 2 – Preparation of WQPS Report