

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

DEPT: Environmental Resources

BOARD AGENDA: 5.B.4  
AGENDA DATE: June 26, 2018

**SUBJECT:**

Approval of Amendment No. 6 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:**

**RESOLUTION NO. 2018-0314**

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.4  
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of Amendment No. 6 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

**STAFF RECOMMENDATION:**

1. Approve Amendment No. 6 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 \$793,015, for a total not to exceed amount of \$9,263,080.
2. Authorize the Chairman of the Board of Supervisors to sign Amendment No. 6 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 \$9,342,381, which includes a contingency of \$79,301.

**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. (Tetra Tech), for these specialized services until the end of 2015, through a Master Agreement for Professional Design Services (Agreement) in the amount of \$3,079,446.

The Water Board and its regional offices commonly add new monitoring and testing objectives as well as reporting requirements. The County must meet the Water Board's mandated requirements and deadlines in order to remain in compliance. In order to remain in compliance with the Water Board's requirements, the Agreement has been amended a total of five times since its commencement in 2012, to add additional spending authority or to extend the term of the Agreement. The current Agreement is in effect until June 30, 2018, with a not to exceed amount of \$8,470,065. A summary of the Agreement's Amendments is as follows:

<b>Amendment No.</b>	<b>Date</b>	<b>Not to Exceed Amount</b>	<b>Reason for Amendment</b>
1	1/6/2015	\$3,991,945	Added Prevailing Wage services to the contract.
2	9/1/2015	\$3,991,945	Addressed minor issues related to Fee Schedule.
3	12/8/2015	\$6,934,215	Extended Agreement for two years and increase contract to cover basic services of monitoring, sampling, reporting, and routine maintenance for the additional two years.
4	9/26/2017	\$8,370,065	Extended Agreement for six months and increased contract to cover basic services of monitoring, sampling, reporting, and routine maintenance for the additional six months; added funding for construction management and oversight of the Ground Water Extraction Treatment System Project.
5	5/7/2018	\$8,470,065	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 (5) 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 and put a new 5-year term 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 5-year term contract is anticipated to be effective beginning on January 1, 2019.

At this time, Department staff recommends extending the current Tetra Tech Master Agreement expiration date by six months, to December 31, 2018, for the provision of routine operations, maintenance, monitoring services associated with the Geer 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 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 contract, 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 six months and submit the semi-annual report due for 2018 by the end of 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. 6 increases the contract by \$793,015 for additional professional consultant services through December 31, 2018. The increase in cost includes:

- \$281,601 for monitoring, sampling, and reporting services.

[Note: The full estimated cost for these services is \$348,750, however staff were able to offset a portion of this cost by transferring \$67,149 from other Projects on this Agreement that have been completed under budget. After factoring in the transfer of \$67,149, the total increase needed for monitoring, sampling, and reporting services is reduced to \$281,601];

- \$105,700 for routine maintenance, repairs, and non-routine/emergency services;
- \$60,404 for updating the Report of Waste Discharge (ROWD);
- \$95,310 for decommissioning the old Ground Water Extraction Treatment System; and
- \$250,000 to cover any future, unknown mandates from the Regional Water Quality Control Board.

In addition, a contingency amount of \$79,301 has been included for required, but unanticipated contract changes. The Amendment and contingency amounts bring the not to exceed total of this Agreement to \$9,342,381.

**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. 6 increases the Agreement by \$793,015, for an overall not to exceed amount of \$9,263,080, with a contingency of an additional \$79,301. Sufficient appropriations exist in the Fiscal Year 2018-2019 Proposed Budget for the Geer Road Landfill 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

**ATTACHMENT(S):**

1. Tetra Tech Master Agreement Amendment 6



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

**AMENDMENT NO. 6  
TO  
AMENDED AND RESTATED MASTER AGREEMENT  
FOR  
PROFESSIONAL DESIGN SERVICES AT GEER ROAD LANDFILL  
TETRA TECH BAS, INC.**

This Amendment No. 6 to the Agreement for Professional Design Services ("Amendment No. 6") by and between the County of Stanislaus ("County") and Tetra Tech BAS Inc. ("Consultant") is made and entered into on June 26, 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 May 7, 2018, the Director of the Department of Environmental Resources approved Amendment No. 5 for an additional \$100,000; 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 Master Agreement's not to exceed amount by \$793,015, to allow for the six month extension in services, including the possibility of amending the current ROWD and WDR application, decommissioning the original Groundwater Extraction Treatment System, and any other 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 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 **Nine Million, Two Hundred Sixty-Three Thousand, Eighty Dollars (\$9,263,080.00)**. 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. 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. 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 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 **December 31, 2018**."

3. Exhibit C – Fee Schedule, Section 1.6 Cost Summary is amended to include the attached fee schedule for July 1, 2018 – December 31, 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 July 1, 2018 – December 31, 2018.


MAJOR WORK ITEM	2018 June - July
<b>NON-PREVAILING WAGE (PA 13-001AR)</b>	
<b>GROUNDWATER</b> (Items a, b, c, d, e, f, h, l, j, r, s)	\$194,720
<b>LANDFILL GAS</b> (Items g, k, l, m, n, o, p, q)	\$154,030
<b>TOTAL (Non-Prevailing Wage)</b>	<b>\$348,750</b>
<b>PREVAILING WAGE (PA 13-004AR)</b>	
<b>GROUNDWATER</b> (Item f)	\$71,000
<b>LANDFILL GAS</b> (Item g, k, l)	\$34,700
<b>TOTAL (Prevailing Wage)</b>	<b>\$105,700</b>
<b>COMBINED</b>	
<b>GROUNDWATER</b> (Items a, b, c, d, e, f, h, l, j, r, s)	\$265,720
<b>LANDFILL GAS</b> (Items g, k, l, m, n, o, p, q)	\$188,730
<b>TOTAL (Combined)</b>	<b>\$454,450</b>

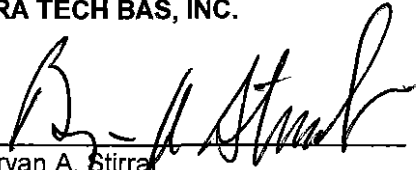
5. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

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

COUNTY OF STANISLAUS

TETRA TECH BAS, INC.

By:   
Ferrance Withrow  
Vice-Chairman

By:   
Bryan A. Stirrat  
President

Date: 6/26/18

"Consultant"

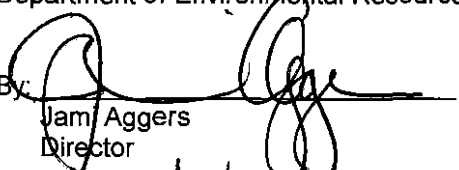
"County"

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

By:   
Allan Helmer  
Deputy Clerk

Date: 6/26/18

APPROVED AS TO CONTENT:  
Department of Environmental Resources

By:   
Jam Aggers  
Director

Date: 5/30/18

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel

Date: 5-21-18



**Exhibit C Fee Schedule  
Geer Road Landfill**

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

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

DESCRIPTION	TOTAL COST 07/18 - 12/18
<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	\$0.00
Annual Monitoring Report	\$45,535
	<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	\$0.00
	<b>\$0.00</b>
<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)	\$0.00
	<b>\$162,785</b>
<b>k. Surface Emission Monitoring (Assumes no detections during first four Quarterly events)</b>	
Instantaneous Surface Monitoring (Annual)	\$0.00
Integrated Surface Sampling (Annual)	\$0.00
	<b>\$0.00</b>
<b>l. 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)	\$0.00
LMR Annual Report (Annually in March)	\$0.00
	<b>\$0.00</b>
<b>o. Source Testing</b>	
Source Testing & Reporting	\$0.00
	<b>\$0.00</b>
<b>p. Title V Reporting</b>	
Semi-Annual Reports for RRM (June / Dec.)	\$4,175
Annual COC Report (June)	\$0.00
	<b>\$4,175</b>
<b>q. Landfill Gas Extraction System Performance Monitoring</b>	
Annual Monitoring	\$15,950
	<b>\$15,950</b>
<b>LANDFILL GAS SUBTOTAL</b>	
	<b>\$188,730</b>
<b>GROUNDWATER AND LANDFILL GAS TOTAL</b>	
	<b>\$454,450</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. 4**

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 Director of Environmental Resources has approved Amendments numbered one (1) through three (3), which collectively increased the not to exceed amount of this Project Authorization to \$4,244,212, 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 14-004AR-SMG, PA 14-005AR-SM, PA 14-006AR, PA 16-001AR-SM, PA 17-001AR-SM and PA 17-002AR-SM has been completed under budget, collectively leaving a total of \$67,149.62 in unspent contract funds that can be transferred from those completed Project Authorizations to this Project Authorization; and

WHEREAS, in addition to the transfer of \$67,149.62 from closed out projects, the County has a need for an additional \$281,601.38, for a total increase to this Project Authorization of \$348,750, which will cover the next six months of service; 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 **July 1, 2018**, and continue until **December 31, 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."

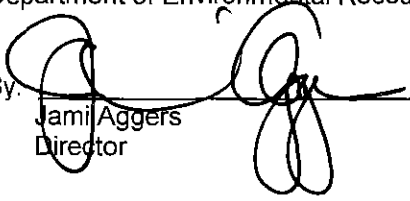
2. Section E – Compensation 1.2 is amended as follows:

**"PROJECT TOTAL NOT TO EXCEED: \$4,592,962.00"**

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

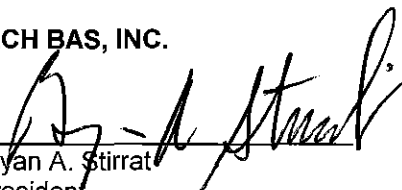
IN WITNESS WHEREOF, the parties have executed this Amendment 4 to the Amended and Restated Project Authorization Number 13-001AR-SMG on July 9, 2018.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

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

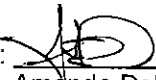
"County"

**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. 4**

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 Director of Environmental Resources has approved Amendments numbered one (1) through three (3), which collectively increased the not to exceed amount of this Project Authorization to \$1,792,586, 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 increase this Project Authorization by \$105,700, 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 **July 1, 2018**, and continue until **December 31, 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."

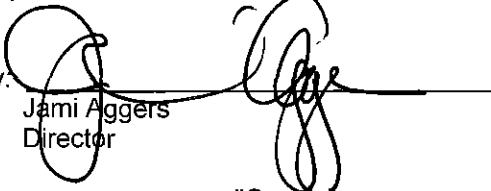
2. Section F – Compensation 1.4 is amended as follows:

**"PROJECT TOTAL NOT TO EXCEED: \$1,898,286.00"**

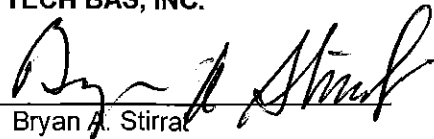
3. Except as stated herein, all other terms and conditions of the Project Authorization remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 4 to the Amended and Restated Project Authorization Number 13-004AR-SMG on July 9, 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



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**

**For**

**Geer Road Groundwater Extraction and Treatment Study  
Aeration Channel and Groundwater Conveyance Work Plan**

**Project Number 14-004AR-SMG**

**Amendment No. 3**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of March 5, 2015, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to preparing a Groundwater Extraction and Treatment System Study, and an Aeration Channel and Groundwater Conveyance Work Plan documenting the installation of the proposed aeration channels and the groundwater conveyance piping network at the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, several tasks under this Project Authorization came in under budget, and on October 27, 2015, the Director of Environmental Resources approved Amendment No. 2 to this Project Authorization, which moved funding from those underbudget tasks to fund redevelopment of poor performing extraction wells; and

WHEREAS, the work under this Project Authorization continued to be completed under budget, and the County has a need to transfer the unspent balance of \$23,911.95 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

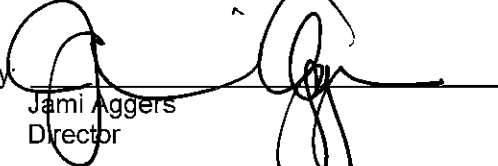
NOW, THEREFORE, the County and the Consultant agree as follows:

1. Section G – "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 **Ninety Eight Thousand, Four Hundred Eighty-Eight Dollars and Five Cents (98,488.05).**"

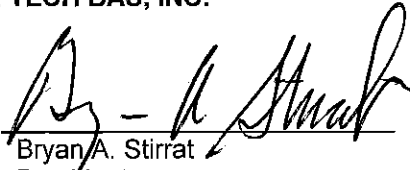
[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment 3 to the Amended and Restated Project Authorization Number 14-004AR-SMG on July 9, 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





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**

For

**Bid Level Plans and Specifications and Bid Support for Piping and Aeration Channel Installation  
and Associated Testing at the Geer Road Landfill**

**Project Number 14-005AR-SM**

**Amendment No. 3**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of July 9, 2015, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to preparation of bid level plans and specifications and bid support for the Piping and Aeration Channel Installation, and associated testing at the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, on December 9, 2015, the Director of Environmental Resources approved Amendment No. 2 to this Project Authorization, which extended the term of this Project Authorization for an additional six months; and

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$20,886.79 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 agree as follows:

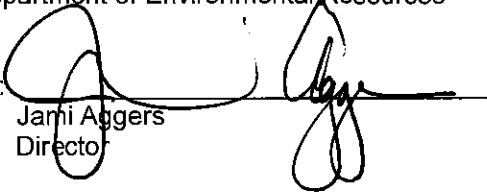
1. Section F – "Compensation" is amended to include the following:

"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 **Seventy Thousand, Seven Hundred Seventeen Dollars and Twenty-One Cents (70,717.21).**"

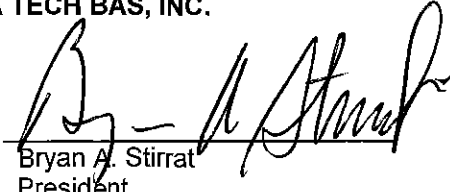
[Signatures appear on next page]

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



**PROJECT AUTHORIZATION UNDER THE AMENDED AND RESTATED MASTER AGREEMENT**

**For**

**Construction Management for the Construction of an Aeration Channel and Groundwater Conveyance System for the Geer Road Landfill**

**Project Number 14-006AR  
Amendment No. 3**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of November 16, 2015, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to construction management for the construction of the Aeration Channel and Groundwater Conveyance System for the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, on December 9, 2015, the Director of Environmental Resources approved Amendment No. 2 to this Project Authorization for additional work on the Aeration Channel and Groundwater Conveyance System, which increased the not to exceed amount of this Project Authorization to \$303,300; and

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$496.06 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 agree as follows:

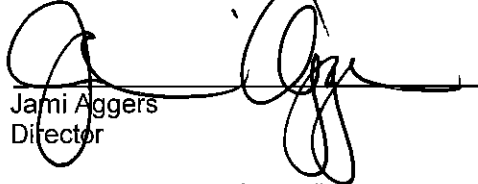
1. Section F – "Compensation" is amended to include the following:

"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 **Three Hundred Two Thousand, Eight Hundred Three Dollars and Ninety-Four Cents (302,803.94).**"

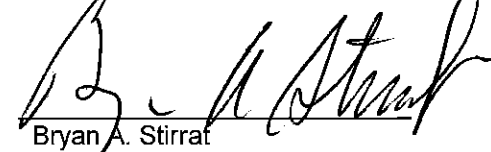
[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment 3 to the Amended and Restated Project Authorization Number 14-006AR on July 9, 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



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  
For**

**Expanded Site Hydrogeologic Modeling and Treatment Design, and Amended Report of Waste Discharge for  
the Geer Road Landfill**

**Project Number 16-001AR  
Amendment No. 2**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of May 12, 2016, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to an Expanded Site Hydrogeologic Model and Treatment Design, and Amended Report of Waste Discharge for the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, on October 24, 2016, the Director of Environmental Resources approved Amendment No. 1 to this Project Authorization for Consultant to prepare a proposal for the Groundwater Remedial System Work Plan, which increased the not to exceed amount of this Project Authorization to \$427,806; and

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$12,806.04 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 agree as follows:

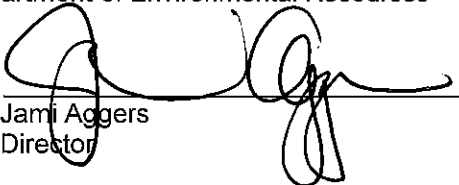
1. Section E – "Compensation" is amended to include the following:

"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 **Four Hundred Fourteen Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Six Cents (414,999.96).**"

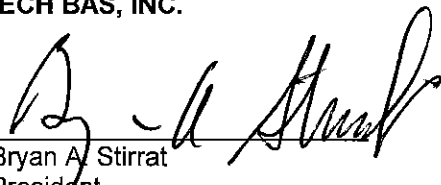
[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 16-001AR on July 9, 2018.

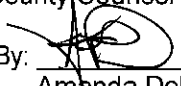
**COUNTY OF STANISLAUS**  
Department of Environmental Resources

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



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 17-001AR-SM**

**for  
Geotechnical Assessment of Slope Distress Identified by Central Valley Regional Water Quality Control  
Board for the Geer Road Landfill**

**Amendment No. 1**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of June 20, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to a geotechnical assessment of slope distress for the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$6,941.78 from this Project Authorization to PA 13-001AR-SMG; and

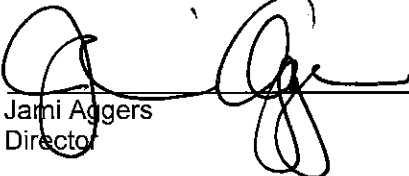
WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

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

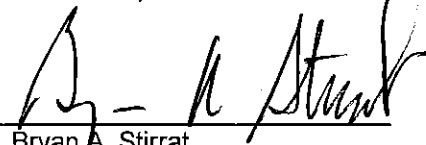
- 1. Section E – "Compensation" is amended to include the following:
  - "1.4 As work under this Project Authorization came in under budget, the Total Not to Exceed Amount of this Project Authorization is hereby reduced to **Thirty-One Thousand, Fifty Eight Dollars and Twenty-Two Cents (31,058.22).**"

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to the Amended and Restated Project Authorization Number 17-001AR on July 9, 2018.

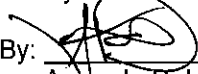
**COUNTY OF STANISLAUS**  
Department of Environmental Resources

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

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**  
**For**  
**Treated Water Discharge Analysis of Alternatives and Report for the Geer Road Landfill**  
**Project Number 17-002AR-SM**  
**Amendment No. 1**

WHEREAS the original *Master Agreement for Professional Design Services* number A101412 entered into on December 11, 2012, by and between the County of Stanislaus ("County") and Tetra Tech BAS, Inc. ("Consultant") was amended and restated under Agreement number A101412AR on January 6, 2015; and

WHEREAS, as of July 11, 2017, (the "Project Authorization Effective Date") the County and Consultant have entered into a certain Project Authorization Under the Amended and Restated Master Agreement relating to a Treated Water Discharge Analysis of Alternatives, and Report for the Geer Road Landfill (the "Project Authorization"); and

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

WHEREAS, the work under this Project Authorization was completed under budget, and the County has a need to transfer the unspent balance of \$2,107 from this Project Authorization to PA 13-001AR-SMG; and

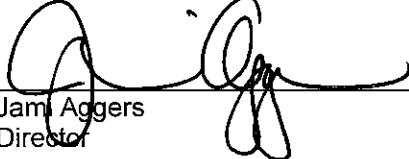
WHEREAS, this Amendment is for the mutual benefit of the County and the Consultant; and

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

- 1. 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 **Twenty-Two Thousand, Nine Hundred Forty-One Dollars (22,941.00).**"

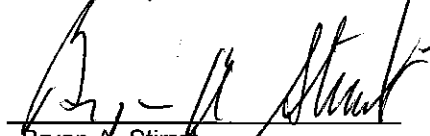
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to the Amended and Restated Project Authorization Number 17-002AR on July 9, 2018.

**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





**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 18-002AR-SM**

**For  
Preparation of Amended ROWD and WDR Update Application Package 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:

**1. Task 1 – Preparation of Amended ROWD and WDR Update Application Package**

Consultant shall prepare an updated Report of Waste Discharge (ROWD) and Waste Discharge Requirements (WDR) application package for the Geer Road Landfill. This shall include:

- a. Evaluation of the current monitoring network and development of proposed monitoring program modifications.
- b. Evaluation of the data from newly installed D2 and D3 wells.
- c. Update of the site Water Quality Protection Standard based on the proposed modifications to the monitoring program, including development of updated concentration limits for the site.
- d. Preparation of an Amended ROWD document in draft and final versions for submittal to the Regional Water Quality Control Board (RWQCB).
- e. Preparation of a Form 200 Application for submittal with the Amended ROWD.
- f. Preparation of response to comments made by the RWQCB regarding the ROWD and Form 200 Application.
- g. Two (2) Meetings with the RWQCB to review the monitoring network revisions.

Travel and vehicle costs associated with the site RWQCB meetings are included. The cost for this task shall not exceed \$60,404. Actual charges will be billed on a time and materials basis.

**D. Project Authorization Period**

Services shall commence on **July 1, 2018**, or upon the signing of this Agreement, and continue until **December 31, 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 is **Sixty Thousand, Four Hundred and Four Dollars (\$60,404.00)**.

\*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the 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 18-002AR)  
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 Landfill Gas contact.

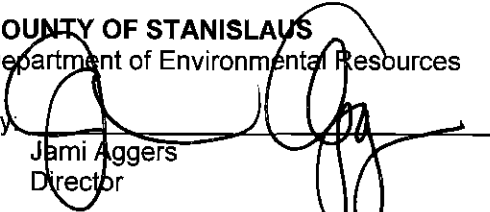
**H. Counterparts**

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.

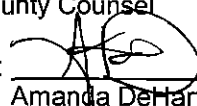
**I. Professional Services**

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.

IN WITNESS WHEREOF, the parties have executed this Project No. 18-002AR on August 2, 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
	Principal	Division Engineer	Engineer II	Snr. Env. Specialist	Env. Specialist	Senior CAD Operator	Admin Asst.	Total Hrs.	Total Labor Cost	Other Direct Costs	Statistical Analysis	
	hr. \$278	hr. \$224	hr. \$129	hr. \$143	hr. \$103	hr. \$102	hr. \$105			cost+ 10%	Cost + 10%	
Evaluate current Monitoring Network and propose modifications		2	4	24	16			46	\$6,044	\$400		\$6,444
Evaluate D2/#3 aquifers and develop action proposal		2	16	40	16			74	\$9,880	\$500		\$10,380
Update WQPS		2	2	4				8	\$1,278	\$100	\$5,500	\$6,878
Prepare Draft Amended ROWD & Application	2	4	40	4	12	8	2	72	\$9,446	\$500		\$9,946
Final ROWD & Application to RWQCB		2	8		4	4	2	20	\$2,510	\$200		\$2,710
Response to Comments	4	4	16	12	8	8	2	54	\$7,638	\$400	\$1,000	\$9,038
Meetings with RWQCB (2)	16	20	20					56	\$11,508	\$3,000	\$500	\$15,008
<b>Total Hours</b>	<b>22</b>	<b>36</b>	<b>106</b>	<b>84</b>	<b>56</b>	<b>20</b>	<b>6</b>	<b>330</b>				
<b>Total Cost</b>	<b>\$6,116</b>	<b>\$8,064</b>	<b>\$13,674</b>	<b>\$12,012</b>	<b>\$5,768</b>	<b>\$2,040</b>	<b>\$630</b>		<b>\$48,304</b>	<b>\$5,100</b>	<b>\$7,000</b>	<b>\$60,404</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 18-003AR-SM**

**Existing GWETS Decommissioning Support 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:

**1. Task 1 – Existing GWETS Decommissioning Support**

Consultant shall provide support to the County in the decommissioning of the existing Ground Water Extraction Treatment System (GWETS) and the North Flare Station. This shall include the following:

- 1.1. Preparation of decommissioning specifications. Existing plans (where available) will be utilized as supplemental bidder information.
  - a. Consultant shall provide 100% bid ready plans, engineer's estimate and technical specifications, which shall be wet stamped by a California registered Professional Engineer.
- 1.2. Attendance of a Pre-bid meeting and site visit
- 1.3. Preparation of responses to bidder inquiries.
- 1.4. Review of bids for consistency with the project specifications
- 1.5. Oversight and documentation of construction during the decommissioning process including:
  - a. Daily documentation of the decommissioning process and direction of the contractor,
  - b. Review of contractor submittals,
  - c. Response to contractor Requests for Information (RFIs),
  - d. Documentation of contractor equipment and manpower utilization,
  - e. Documentation of contractor well demolition activities
  - f. Confirmation of contractor health and safety compliance, and
  - g. Review contractor payment applications
- 1.6. Preparation of a Decommissioning Report for submittal to the RWQCB
- 1.7. The County will pay permit fees directly and provide notifications to the County regarding well demolition.
- 1.8. Travel and vehicle costs associated with the Pre-Bid Meeting and decommissioning oversight are included in the not to exceed cost of this task.
- 1.9. Decommissioning is anticipated to take place over a period of not more than 4 weeks, including a maximum of two weeks for well demolition.
- 1.10. Decommissioning oversight personnel time, while on-sight, is considered to be Prevailing Wage.

The cost for this Task shall not exceed \$95,310. Actual charges will be billed on a time and materials basis.

**D. Project Authorization Period**

Services shall commence on **July 16, 2018**, or upon the signing of this Agreement, and continue until **December 31, 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 is **Ninety-Five Thousand, Three**

**Hundred and Ten Dollars (\$95,310.00).**

\*Note: Invoices submitted for payment under the above categories shall be in accordance with this Project Authorization, Exhibit "1" to this Project Authorization and the 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 18-003AR)  
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 Landfill Gas 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.

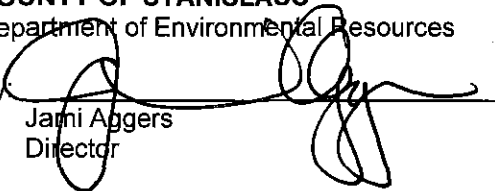
**I. Professional Services**

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.

[Signatures appear on next page]

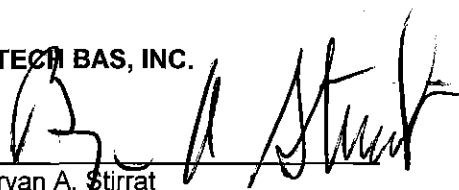
IN WITNESS WHEREOF, the parties have executed this Project No. 18-003AR on August 2, 2018

**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 Engineer	Engineer II	Env. Specialist	Senior CAD Operator	Construction Inspector		Admin Asst.	Total Hrs.	Total Labor Cost	Other Direct Costs	Lodging	Per Diem		Vehicle Use
	hr. \$224	hr. \$129	hr. \$103	hr. \$102	Straight hr. \$160	Overtime hr. \$217	hr. \$105			cost+ 10%	County Rates	County Rates		County Rates
Prepare Decommissioning Specifications	4	24	8					36	\$4,816	\$300				\$5,116
Bid Support	16	24						40	\$6,680	\$800			\$100	\$7,580
Decommissioning Oversight (CM)	20	88	24		240	20		392	\$61,044	\$3,100	\$4,500	\$1,700	\$4,300	\$74,644
Decommissioning Completion Report	8	40		4			2	54	\$7,570	\$400				\$7,970
<b>Total Hours</b>	<b>48</b>	<b>176</b>	<b>32</b>	<b>4</b>	<b>240</b>	<b>20</b>	<b>2</b>	<b>522</b>						
<b>Total Cost</b>	<b>\$10,752</b>	<b>\$22,704</b>	<b>\$3,296</b>	<b>\$408</b>	<b>\$38,400</b>	<b>\$4,340</b>	<b>\$210</b>		<b>\$80,110</b>	<b>\$4,600</b>	<b>\$4,500</b>	<b>\$1,700</b>	<b>\$4,300</b>	<b>\$95,310</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. 5**

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 Director of Environmental Resources has approved Amendments numbered one (1) through three (4), which collectively increased the not to exceed amount of this Project Authorization to \$4,592,962; and

WHEREAS, the County has a need to increase this Project Authorization by an additional \$250,000, to cover weekly monitoring and monthly sampling activities for the current Groundwater Extraction Treatment System, from November 1, 2018, through December 31, 2018, and to prepare and submit the final Annual Monitoring Report, due February 1, 2019; and

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

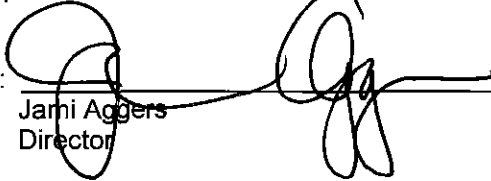
NOW, THEREFORE, the County and the Consultant agree as follows:

1. Section E – Compensation 1.2 is amended as follows:  
**"PROJECT TOTAL NOT TO EXCEED: \$4,842,962.00"**
2. Except as stated herein, all other terms and conditions of the Project Authorization remain unchanged.

[Signatures appear on next page]

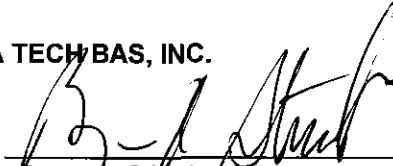
IN WITNESS WHEREOF, the parties have executed this Amendment 5 to the Amended and Restated Project Authorization Number 13-001AR-SMG on December 19, 2018.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

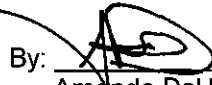
"County"

**TETRA TECH BAS, INC.**

By:   
Bryan A. Stifrat  
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

**UNDER THE AMENDED AND RESTATED MASTER AGREEMENT**

**Amendment No. 2  
 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; 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 Director of Environmental Resources has approved Amendment No. 1, which increased the not to exceed amount of this Project Authorization to \$871,600; and

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

WHEREAS, the County has a need to increase this Project Authorization by \$66,032 for start-up and shakedown activities on the Ground Water Extraction Treatment System from October 1 2018, through December 31, 2018; 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:

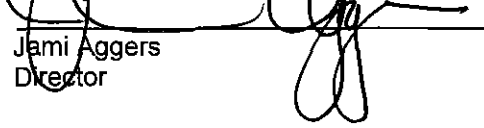
1. Section E – Compensation, is amended to read as follows:

<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	\$55,140
8.	System Start Up (Oct 1, 2018 – Dec 31, 2018)	\$57,592
<b>Total Not Exceed Fee</b>		<b>\$937,632</b>

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

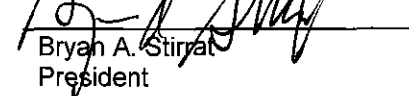
IN WITNESS WHEREOF, the parties have executed this Amendment 2 to the Amended and Restated Project Authorization Number 17-003AR on December 19, 2018.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:   
Jami Aggers  
Director

"County"

**TETRA TECH BAS, INC.**

By:   
Bryan A. Stumpf  
President

"Consultant"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel