

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

DEPT: Environmental Resources

BOARD AGENDA # B-13

Urgent Routine

AGENDA DATE June 26, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

STAFF RECOMMENDATIONS:

1. Approve an amendment to the Master Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., dba, SCS Engineers, to extend the contract expiration date to December 31, 2012, and increase the not to exceed contract amount to \$3,849,693.10 for environmental monitoring, testing, and reporting services at the Fink Road and Geer Road Landfills, and for operations, maintenance, and monitoring services at the Geer Road Landfill.
2. Authorize the Chairman of the Board of Supervisors to amend the Master Agreement number A00625.
3. Authorize the Director of Environmental Resources, or their designee, to sign additional individual Project Authorizations through December 31, 2012, providing that the cumulative total does not exceed the cumulative five-year total contract amount of \$3,849,693.10.

FISCAL IMPACT:

This item has no impact to the General Fund. The current cumulative five-year Master Agreement total with SCS Consulting Engineers, Inc., which expires on June 30, 2012, is \$3,551,043. Approval of this Amendment adds \$298,650 to the Agreement, as follows: \$226,500 for routine services, \$45,000 for monitoring well repairs which may be needed, plus a maximum of 10% in contract changes, or \$27,150, for a cumulative 5.5 year total of \$3,849,693.10. The services covered by this Master Agreement apply to both Fink Road and Geer Road Landfill. The Fink Road and Geer Road Landfill Operating Budgets for Fiscal Year 2012-2013 include sufficient appropriations for the services covered by this Amendment.

BOARD ACTION AS FOLLOWS:

No. 2012-323

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

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

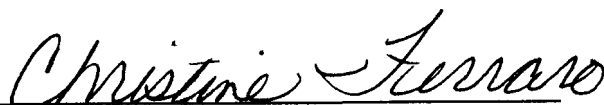
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

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. Periodic maintenance at the (closed) Geer Road Landfill is also provided by in-house staff. For both sites, however, specialized services and expertise are needed in the area of environmental monitoring, testing, analyzing, and reporting, as well as for regular post-closure maintenance at the Geer Road Landfill.

Following a competitive procurement process in 2006, SCS Engineers (SCS) was awarded a three-year Master Agreement on August 28, 2007, with an option to extend on a year-to-year basis through June 30, 2012, to provide these specialized services for Stanislaus County. This initial three-year period extended through June 30, 2010. Since it was awarded, the contract has been amended two times to provide additional funding for new requirements imposed by the Regional Water Quality Control Board (RWQCB); on November 25, 2008, and October 27, 2009, respectively. This was followed by the approval of Amendment No. 3 on May 4, 2010, and Amendment No. 4 on April 5, 2011, which exercised the two possible one-year extensions to the Agreement. Most recently, the contract was amended on April 3, 2012, to provide additional funding for new requirements brought about by recently enacted greenhouse gas legislation and a Cease and Desist Order (CDO) issued by the RWQCB on April 8, 2011, for the Geer Road Landfill through June 30, 2012.

At this time, Department staff recommend extending the SCS contract expiration date by six (6) months, to December 31, 2012, for the provision of the routine environmental monitoring, testing, and reporting services at the Fink Road Landfill, and for operations, maintenance, and monitoring services at the Geer Road Landfill. This extension coincides with the deadline for the completion of the tasks required by the CDO and does not duplicate the services approved by the Board in the April 3, 2012. SCS has indicated that they are agreeable to extending the contract and are willing to hold to the existing pricing within the Master Agreement.

Aligning the contract expiration date with the CDO deadline would benefit the County by: 1) maintaining consistency throughout the CDO compliance period; 2) providing maximum assurance that the CDO deadlines will be met; and 3) providing sufficient time to negotiate a new contract and properly transition for the provision of these services, should a new consultant(s) be selected.

Department staff, with the assistance of the General Services Agency, Purchasing Division, issued two Requests for Proposals (RFP) on May 25, 2012, for the specialized environmental services the County requires; one each for the Fink Road and Geer Road Landfills. A mandatory pre-proposal conference for prospective bidders was held on June 14, 2012, and the closing date for submissions is August 16, 2012. Contract award is anticipated in late September or early October 2012 and the new contract(s) for the provision of the necessary environmental services at both Landfills will be effective January 1, 2013. The contract amendment is included as Attachment A.

Approval to Amend the Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., for Environmental Monitoring, Testing, and Reporting Services, at the Fink Road and Geer Road Landfills, and for Operations, Maintenance, and Monitoring Services at the Geer Road Landfill

POLICY ISSUE:

Approval of this agenda item to amend the Agreement with SCS Engineers, Inc., for environmental monitoring, testing, and reporting services at the Fink Road and Geer Road Landfills, and for operations, maintenance, and monitoring services at the Geer Road Landfill, is consistent with the Board's priorities of A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. Landfill services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACTS:

There are no staffing impacts associated with this item. Contract oversight and management will be provided by existing staff from the Department of Environmental Resources.

CONTACT PERSON:

Jami Aggers, Interim Director of Environmental Resources Telephone: 209-525-6770



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

AMENDMENT NO. 6
TO
INDEPENDENT CONTRACTOR MASTER AGREEMENT
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.

This Amendment No.6 to the Master Agreement for Independent Contractor Services ("Amendment No. 6") by and between the COUNTY OF STANISLAUS ("County") and STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC. d/b/a SCS ENGINEERS ("Contractor") is made and entered into on _____.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated August 28, 2007 ("the Agreement"); and

Whereas, Paragraph 16 of the Master Agreement provides for the Agreement to be amended, modified, changed, added or subtracted from by mutual consent of both parties; and

Whereas, Amendments 1 through 5 cumulatively increased the "not to exceed" Limit of Expenditure amount in Exhibit A, Section H of the Master Agreement to a total of \$3,551,043.10; and

Whereas, Amendment 4 extended the term until June 30, 2012; and

Whereas, Section 3 of the Master Agreement- Term stipulates the term of this Agreement may be extended on a year to year basis, however, in no case shall the renewal extend beyond June 30, 2012; and

Whereas, the County desires to extend the term of the Agreement until December 31, 2012, to allow for the County to complete the competitive procurement process to award a new Agreement beginning in 2013, to the successful Proposer and to complete the requirements of Cease and Desist Order R5-2011-0021 (CDO) issued by the Regional Water Quality Control Board (RWQCB); and

Whereas, the County desires to increase this Agreement's "Not to Exceed" amount by \$298,650.00 to compensate Contractor for services performed under Project Authorizations issued against this Agreement during the extended six (6) month period; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

- 1. Exhibit A, Section H is amended as follows:

"LIMIT OF EXPENDITURE: The maximum amount to be paid by the County for services provided under this Master Agreement shall not exceed \$3,849,693.10 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement. No rate increase is allowed during this final extension period.



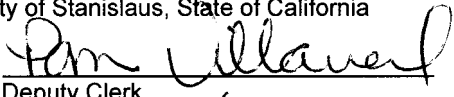
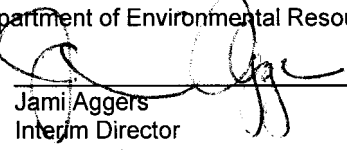
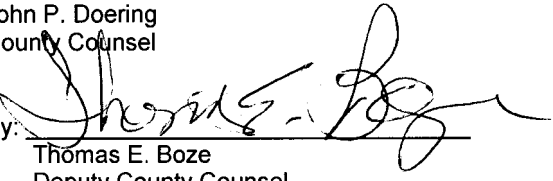
- 2. Section 3 - Term is amended as follows:

"Term: The initial term of the Agreement shall be from May 14, 2007, until June 30, 2010. An extended term of the Agreement shall be for a period commencing on July 1, 2010, and terminating on June 30, 2011. The second extension shall commence on July 1, 2011 and continue for a period of twelve (12) months, or until all work on each Project Authorization let during the twelve (12) month period is completed. The final extension shall commence on July 1, 2012 and continue for a period of six (6) months, or until all work on

each Project Authorization let during the six (6) month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties."

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

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

<p>COUNTY OF STANISLAUS</p> <p>By: <u></u> William O'Brien Chair of The Board of Supervisors</p> <p>Date: <u>6/26/12</u></p> <p>"County"</p>	<p>SCS ENGINEERS</p> <p>By: <u></u> Patrick S. Sullivan Senior Vice President 6-11-12</p> <p>Date: _____</p> <p>"Contractor"</p>
<p>ATTEST: Christine Ferraro Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: <u></u> Deputy Clerk</p> <p>Date: <u>6/26/12</u></p>	
<p>APPROVED AS TO CONTENT: Department of Environmental Resources</p> <p>By: <u></u> Jami Aggers Interim Director</p> <p>Date: <u>6/8/12</u></p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas E. Boze Deputy County Counsel</p> <p>Date: <u>6/8/12</u></p>	



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**Environmental Monitoring Testing, Analyzing and Reporting
(Fink Road Landfill)**

Authorization Number 07-001-SMG

Amendment 4

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 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 ("Contractor"), on August 28, 2007, and Project Authorization number 07-001-SMG dated August 30, 2007, Project Authorization Amendment 1, dated May 20, 2010, Project Authorization Amendment 2, dated April 5, 2011 and Project Authorization Amendment 3, dated April 19, 2012.

Whereas, Amendment 2 extended the term in Section E – "Project Authorization Period" for twelve (12) months or until all work on this Project Authorization let during the twelve (12) month period is completed;

Whereas, the County has a need to extend this Project Authorization until December 31, 2012, to allow for the County to complete the competitive procurement process to award a new Agreement beginning in 2013, to the successful Proposer; and

Whereas, Amendment 3 decreased the cumulative total Project Authorization not to exceed amount in Section C – Compensation, "Project Price," Item 2, to \$506,522.00; and

Whereas the County has a need to increase the cumulative maximum amount in Section C - Compensation by \$61,500.00, to allow the County to compensate the Contractor for work performed under extended term of this Project Authorization; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section C – Compensation, "Project Price, Item 2, is amended as follows:

"The maximum cumulative amount to be paid by the County for the initial services and services provided under the extended term shall not exceed \$568,022.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement."

2. Section E – "Project Authorization Period", is amended as follows:

"Services will commence on or about May 14, 2007, and end December 31, 2012, or upon completion of the Work authorized under this Project Authorization."

3. Section B – Scope of Work is amended to add the following:

"13. Title V Reporting Services:

The Title V permit for the site requires Reports of Required Monitoring (RRM) to be submitted semi-annually and a Compliance Certification to be submitted annually.

Contractor shall provide all the labor, material, and equipment to provide Title V Services as described in the following tasks:

Task 1– Semi-Annual Reports of Required Monitoring

Semi-Annual Reports of Required Monitoring are due to the San Joaquin Valley Air Pollution Control District (SJVAPCD) no later than June 30 and December 31 of each year for reporting periods December through May and June through November, respectively. Contractor shall provide one (1) additional Report (due December 31, 2012), under this Agreement.

Contractor shall prepare and complete the December 2012, report and submit to the County for review and comment prior to submitting the report to the SJVAPCD. This task includes but is not limited to the following:

- Contractor shall confirm the landfill's compliance with all monitoring requirements contained in the permit. Confirmation shall consist of a review of monitoring data provided by the County and/or completion of a compliance questionnaire by County personnel.
- The report shall consist of a completed SJVAPCD TV FORM-007 that shall be completed by the Contractor and certified by the County's designated Responsible Official, as specified by District Rules. Contractor shall prepare and complete the report on behalf of the County for Contractor's submittal to the SJVAPCD.
- Contractor shall provide the County a draft of the report to review prior to the Contractor's submittal of the report to the SJVAPCD. Contractor shall incorporate the County comments into the final report and submit the final version of the report to the SJVAPCD.
- A Draft Title V report shall be provided to the County for review at least one week prior to the due date (December 31, 2012). Contractor shall finalize and submit the report prior to the due date. The County will provide requested data for anything needed for the report that Contractor does not have in-house.

4. Section C – Compensation the following is added to the Project Price detail:

A Summary breakdown of the Project fees for Item 13, Task 1 is as follows:

Task	Description	Maximum Total Task Price
*Item 13 Task 1	Title V Report of Required Monitoring	\$2,500.00
	Total (includes reimbursables listed below)	\$2,500.00

Below is a detailed breakdown of the Hourly fees for Item 13, Task 1

Task #	Principal Billable Hourly Rate \$230.00	Project Manager Billable Hourly Rate \$155.00	Sr. Project Professional Billable Hourly Rate \$130.00	Project Professional Billable Hourly Rate \$114.00	Administrative Assistant Billable Hourly Rate \$65.00	Maximum Not To Exceed Total
1	1	0	2.5	16	1	\$2,444.00
Total	\$230.00	\$0	\$325.00	\$1,824.00	\$65.00	\$2,444.00

Below is a detailed breakdown of Reimbursable Expenses for Item 13, Task 1

Task #	Title	Total	Maximum Not To Exceed Total
*1	Overnight Mailing Expenses	\$ 56.00	\$56.00
	Total		\$56.00

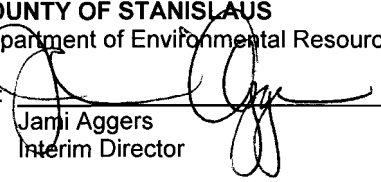
*Note: The above Reimbursable item is included in the Project fee totals listed above.

Item 13, Task 1 Total: \$2,444.00

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

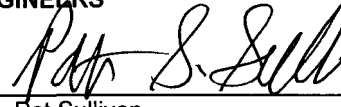
IN WITNESS WHEREOF, the parties have executed this Project No. 07-001-SMG Amendment 4, on June 26, 2012,

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Interim Director

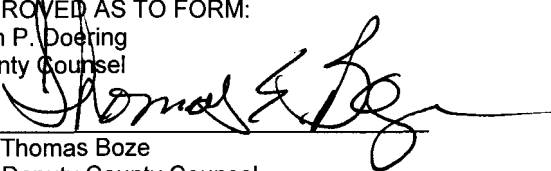
"County"

SCS ENGINEERS

By: 
Pat Sullivan
Senior Vice President

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C,
Modesto, CA 95358
Phone: (209) 525-6770
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**Operation, Maintenance and Repair Services
At
Geer Road Landfill
Project No. 07-003-SMG
Amendment 6**

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 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 ("Contractor"), on August 28, 2007, and Project Authorization number 07-003-SMG dated August 30, 2007, and Project Authorization Amendments 1 through 5.

Whereas, Project Authorization 07-003-SMG, Amendment 5, decreased the "total not to exceed" amount of this Project Authorization to \$717,096.64 to shift unspent funds to cover the Groundwater Plume Investigation Work provided under a separate Project Authorization; and

Whereas, the County has a need to extend the Project Authorization Period until December 31, 2012, to allow for the County to complete the competitive procurement process to award a new Agreement beginning in 2013, to the successful Proposer; and

Whereas the County has a need to increase the cumulative maximum amount in Section C - Compensation by \$25,000.00, to allow the County compensate the Contractor for work performed under extended term of this Project Authorization; and

Whereas this amendment is for the mutual benefit of County and Contractor;

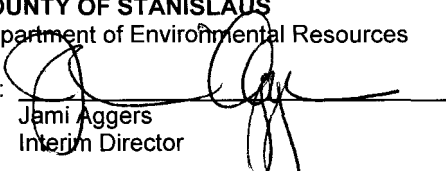
Now, therefore, the County and Contractor agree as follows:

1. Section D- Compensation, "Project Price", Item 2, the maximum "not to exceed" total amount to be paid to the Contractor in performance of this Agreement is changed to read "\$742,096.64".
2. Section E – Project Authorization Period, is amended as follows:
"Services shall commence on or about May 14, 2007, and end December 31, 2012, or upon completion of the Work authorized under this Project Authorization."
3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Project No. 07-003-SMG Amendment 6, on

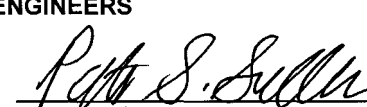
June 26, 2012

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Interim Director

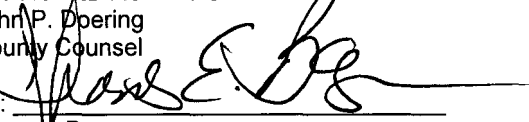
"County"

SCS ENGINEERS

By: 
Patrick Sullivan
Senior Vice President

"Contractor"

APPROVED AS TO FORM:

John P. Doring
County Counsel
By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
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**Environmental Monitoring Testing, Analyzing and Reporting
At
Geer Road Landfill**

PROJECT NO. 07-002-SMG

Amendment 6

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 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 ("Contractor"), on August 28, 2007, Project Authorization number 07-002-SMG dated August 30, 2007, and Project Authorization Amendments 1 through 5.

Whereas, Amendment 5, dated April 23, 2012, increased the Project Authorization's, Section C- Compensation, "Project Price," Item 2, "not to exceed" cumulative amount to \$1,008,264.63; and

Whereas, Amendment 4, dated April 5, 2011, extended the Project Authorization term in Section E until June 30, 2012; and

Whereas, the County desires to extend the term of the Agreement until December 31, 2012, to allow for the County to complete the competitive procurement process to award a new Agreement beginning in 2013, to the successful Proposer and to complete the requirements of Cease and Desist Order R5-2011-0021 (CDO) issued by the Regional Water Quality Control Board (RWQCB); and

Whereas the County has a need to increase the maximum amount in Section C – Compensation, Project Price, Item 2, fifth paragraph by \$140,000.00, to allow for Contractor to be compensated for Work performed during the extended term; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E - "Project Authorization Period", is amended as follows:

"Services will commence on or about May 14, 2007, and end December 31, 2012, or upon completion of the work authorized under this Project Authorization."

2. Section C – Compensation, "Project Price, Item 2, the fifth paragraph is amended as follows:

"The maximum amount to be paid by the County for services provided in the fifth and final extended period shall not exceed \$1,148,264.63, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement

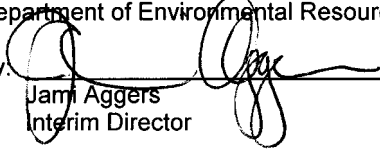
Total Consultant's compensation for this Project Authorization shall not exceed a cumulative total amount of \$1,148,264.63.

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

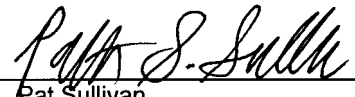
(Signature on the next page)

IN WITNESS WHEREOF, the parties have executed this Project No. 07-002-SMG Amendment 6, on
June 26, 2012

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Interim Director

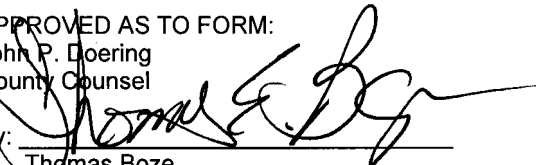
SCS ENGINEERS

By: 
Pat Sullivan
Senior Vice President

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
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Groundwater Extraction and Treatment System Upgrades

Project Number 12-006-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization and Attachment A, shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A00625 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 ("Contractor"), on August 28, 2007.

B. Background

The Geer Road Landfill (GRLF) is owned by the County. The landfill was operated from 1970 to 1990 serving the City of Modesto and parts of the County. The permitted, closed landfill is located in Section 34, Township 3 South, Range 10 East, and Section 3, Township 4 South, Range 10 East, Mount Diablo Baseline and Meridian (MDB&M). The center of the site is located at approximately latitude 37° 34.32' and longitude 120° 1.05'. The physical address is 750 Geer Road, Modesto, California.

Groundwater impacts in the form of volatile organic compounds (VOCs) have been known to exist at the site since the mid-1980s. Since that time, actions taken to address the impacts have included closing and capping the landfill; installation and operation of a landfill gas (LFG) extraction and flare system; expansion of the LFG system to include extraction points in the unsaturated zone beneath the landfill; and installation and operation of the Groundwater Extraction and Treatment System (GWETS). Additional monitoring wells have also been installed over time to assess groundwater conditions in and around the site.

The County has considered various options to upgrade the existing GWETS to achieve increased pumping of groundwater, which will provide better control and recovery of the VOCs in groundwater. The County has determined that two new extraction wells should be installed along the southwest boundary to increase pumping in the area known to have the highest VOC concentrations at the property boundary. The County also wishes to replace the age deteriorated existing GWETS air compressor with a new unit that can provide better reliability and sufficient air for the system pneumatic pumps, including the two additional pumps to be installed in the new wells.

C. Scope of Work

1. Contractor shall provide all of the labor, supervision, material and equipment to perform the following tasks:

- Task 1 - Assist the County with preparations for well installations.
- Task 2 - Provide well Installation oversight, including the oversight of well drilling, well construction and well development.
- Task 3 - Provide and install new well pumps and vaults including ancillary equipment.
- Task 4 - Extend the existing below grade GWETS components as described below in detail.
- Task 5 - Replace air compressor.
- Task 6 - Test and adjust system.
- Task 7 - Complete Well Installation and GWETS Optimization Report.

Task 1 – Assist County with Preparations for Well Installations.

Contractor shall assist the County in activities required prior to installation of the new extraction wells. These activities shall include:

- 1.1 Contractor and County shall select specific well locations (field locating) and identify field alterations that may be required for drilling rig access and future well access. This task may include Contractor assisting the County with identifying areas that need weed clearing to minimize fire danger, identifying areas that need site leveling, identifying which areas of the site fencing the County needs to remove to allow drilling rig access and identifying where the placement of new gate(s) shall be to provide future well access. Once the field alterations are identified, the County shall complete the needed field alterations.

- 1.2 Contractor shall prepare well drilling permit applications and submit the applications to the County Department of Environmental Resources for approval. Contractor shall work with the County to answer any questions and provide documentation to obtain approvals. Application fees for the permit(s) shall be paid by the County if the fees are not waived.
- 1.3 Contractor shall provide assistance to the County in the selection process for a drilling contractor. Contractor shall, as necessary, review request for bids documents, review bids submitted, and provide comments to the County regarding contractor selection.
- 1.4 Contractor shall coordinate with the selected drilling contractor to complete the well drilling permit applications, and coordinate dates for the well drilling construction and development activities.

Task 2 – Well Installation Oversight

Contractor shall provide onsite observations and documentation during well installation activities. The activities shall include:

- 2.1 Contractor's geologist shall log formation materials encountered to compile a geologic log during well drilling. Contractor shall work with the driller to determine the static water level and target zone for well screen placement.
- 2.2 Contractor's geologist shall inspect well materials and observe well construction procedures. Contractor shall document well construction for as-built diagrams. Contractor shall also contact County prior to placement of cement grout seals, if required.
- 2.3 Contractor's geologist shall observe and document well development procedures. This shall include measurement of water field parameters, such as turbidity, to determine adequate development. The objective of the extraction well development is to minimize suspended materials in the water, while maximizing well yield.
- 2.4 Once the well construction is completed, Contractor's geologist shall provide to the County a notice of well acceptance.
- 2.5 County surveyor shall complete the surveying for horizontal location and vertical elevation of the new well heads. Contractor shall coordinate with the County surveyor as necessary.

Task 3 - Provide and Install New Well Pumps and Vaults

Contractor shall purchase and install two new QED Model AP4+ pneumatic pumps, and required inside well casing ancillary components (air and discharge lines, regulator, cycle counters, fittings, etc.) in the new wells. In addition, Contractor shall purchase and install two (2) new vaults with hinged lids at each new well location for access and security.

Task 4 – GWETS System Connections

Contractor shall provide the necessary labor, equipment and materials required to extend the existing below grade GWETS components, including the 2-inch HDPE air and 4 – inch HDPE water discharge piping, north from the vicinity of existing Extraction Well No. EX-12, to the locations of the new Extraction Well No EX-14 (approximately 200 feet each). The air and liquid transmission pipeline excavation/trench shall be approximately 12-inches wide by 18 inches in depth. Materials used for the extension of the GWETS components shall be of the same type and quality as the existing system components.

Contractor shall provide all of the labor, supervision, equipment and materials to perform the connection of the two (2) new water extraction wells to the existing and new below grade GWETS air and water transmission pipelines.

Task 5 – Air Compressor Replacement

Contractor shall purchase and install a new air compressor for the GWETS. The new air compressor shall be a Quincy 25 H.P. rotary-screw compressor, Model No QSI- 120-ACA3. As necessary, the Contractor shall use the services of Associated Compressor and Equipment Inc. to support the air compressor removal, installation, initial startup and testing to verify proper system operation and integration with existing components.

Task 6 – System Testing and Adjustment

Upon completion of Tasks 3 through 5, the system shall be tested by the Contractor to ensure proper operation. Contractor shall make system adjustments to optimize flow from the new and existing wells, along the south and southwest boundaries of the landfill. Contractor shall document system performance to include combined flow rates from all wells to the treatment plant.

Task 7 – Reporting

Contractor shall complete a Well Installation and GWETS Optimization Report following completion of all previous tasks. The report shall include descriptions of work completed, geologic and well logs for the new extraction wells, as-built diagrams for the new wells, drawings showing expansion of the GWETS components to the north, and pictures of the work.

Contractor shall provide a draft version of the report to the County for review and comment. After incorporating comments as appropriate, Contractor shall produce two (2) copies of the final report for the County, plus one (1) copy of the final report for submittal to Region Water Quality Control Board (RWQCB).

2. The work shall be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Management Division, "A Compilation of Landfill Gas Field Practices and Procedures" dated August 2011.
3. Work shall be performed Monday through Friday (8 to 12 hour work days).
4. Permits other (i.e. environmental , labor, structure, electrical, etc.) than the specific permits identified in the above Scope of Work, shall be provided by others.
5. The existing removed GWETS air compressor shall be moved by Contractor to the LFG flare station compound area, or another on-site location specified by the County, and covered.
6. Provision for trenching in rock is excluded. If rock is encountered, the Contractor shall notify the County and if necessary, request an amendment to this Project Authorization to modify the price. Trench compacting shall consist of wheel rolling.
7. Contractor's scope of electrical work associated with the air compressor replacement is limited to connection to an existing panel box and interconnection of Contractor's supplied equipment.

D. Schedule

The estimated schedule give below is based on assumptions as to when the County shall have a drilling contractor retained, the availability of the contractor, and no delays due to RWQCB approvals, well permit approvals, availability of the contractor and no delays due to RWQCB approvals, well permit approvals availability of equipment and supplies or inclement weather. Assuming authorization to proceed is provided no later than October 1, 2012, the estimated schedule for completion of tasks shall be:

<u>Task Description</u>	<u>Completion Date</u>
County Completes Drilling Contractor Acquisition	10/19/12
Task 1 – Preparations for Well Installations	10/26/12
Task 2 – Well Installation Oversight	11/9/12
Task 3 – Install Well Pumps	11/15/12
Task 4 – GWETS System Connections	11/23/12
Task 5 – Air Compressor Replacement	11/23/12
Task 6 - System Testing / Adjustment	12/7/12
Task 7 - Reporting	12/28/12

E. Project Authorization Period

Services shall commence on or about October 22, 2012, and end March 1, 2013, or upon completing the agreed upon services.

F. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as follows:

1. Project Price

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 Contractor shall be compensated on a time and material basis, based on the rates set forth below and in the Master Agreement 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 – Rate Schedule. The County shall not reimburse for fax, phone, postage or copies and other items as identified in Exhibit C – Rate Schedule.

1.1 A Summary breakdown of the Project fees is as follows

Task	Description	Maximum Total Task Price
1	Preparations for Well Installations	\$3,918.00
2	Well Installation Oversight	\$9,554.00
3	Install Well Pumps	\$16,487.00
4	GWETS System Connections	\$11,110.00
5	Air Compressor Replacement	\$24,490.00
6	System Testing / Adjustment	\$2,184.00
7	Reporting	\$5,284.00
TOTAL		\$73,026.00

1.2 Below is a detailed breakdown of the Hourly fees for Tasks 1-7:

Title	Billable Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Total
		Hours	Total Price	Hours	Total Price	Hours	Total Price	Hours	Total Price	Hours	Total Price	Hours	Total Price	Hours	Total Price	
SCS Engineers																
Principal	\$230	0		0		0		0		0		0		2	\$460	\$460
Senior Technical Mgr.	\$176	8	\$1,408	6	\$1,056	2	\$352	0		0		2	\$352	4	\$704	\$3,872
Project Professional	\$114	20	\$2,280	60	\$6,840	0		0		0		0		20	\$2,280	\$11,400
Staff Professional	\$100	0		0		0		0		0		0		4	\$400	\$400
Drafter person	\$75	0		0		0		0		0		0		8	\$600	\$600
Admin/Secretarial	\$65	2	\$130	0		0		0		0		0		4	\$260	\$390
SCS Field Services																
Project Manager	\$145	0		0		2	\$290	2	\$290	2	\$290	4	\$580	4	\$580	\$2,030
Pipefitter (PW)*	\$125	0		0		32	\$4,000	48	\$6,000	0		0		0		\$10,000
Senior Technician	\$62	0		0		0		0		16	\$992	16	\$992	0		\$1,984
Project Administrator	\$60	0		0		2	\$120	2	\$120	2	\$120	1	\$60	0		\$420
LABOR TOTAL			\$3,818		\$7,896		\$4,762		\$6,410		\$1,402		\$1,984		\$5,284	
																TOTAL \$31,556.00

*Prevailing Wage

1.3 Below is a detailed breakdown of Reimbursable Expenses for Tasks 1 - 7

Title	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Total
Water Level Indicator		\$100						\$100
Horiba Water Quality Meter		\$200						\$200
Pumps and Equipment *			\$7,000					\$7,000
GWETS Expansion Materials *				\$1,500				\$1,500
Air Compressor*					\$19,750			\$19,750
Safety Equipment*		\$50						\$50
Well Vaults*			\$2,500					\$2,500
Backhoe*				\$1,750				\$1,750
Miscellaneous ODCs		\$100	\$50	\$100				\$250
Hotel / Per Diem		\$700	\$350	\$525	\$175			\$1,750
Total								\$34,850
15% Mark Up on Asterisk Items								\$4,620
SCS Vehicle Fee	\$100	\$500	\$400	\$600	\$200	\$200		\$2,000
REIMBURSABLE TOTAL	\$100	\$1,650	\$10,300	\$4,475	\$19,150	\$200		
TOTAL								\$41,470.00

*Note: The above Reimbursable item is included in the Project fee totals listed above. Invoices submitted for reimbursement under the following categories shall be in accordance with this Project Authorization and Master Agreement, Exhibit C. A 15% markup only applies to the items marked with an asterisk

1.4 **Project Total: \$73,026.00**

1.4.1 The Contractor shall be reimbursed only for items and any expenses that are identified in Exhibit C of the Master Agreement and that have been agreed to by the parties that are reasonable, necessary and actually incurred by the Contractor in connection with the services and in accordance with the Master Agreement. No markup is allowed on travel reimbursements and copies of receipts must accompany the invoice.

1.4.2 The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$73,026.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

G. Labor Code Compliance

1. Labor Code Compliance

1.1 Prevailing Wage. Pursuant to Labor Code section 1770, 1771 and 1773, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

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

1.3 8 Hour Day. Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and on-half (1-1/2) times the basic rate of pay.

1.4 Apprentices. The Contractor shall comply with all applicable provisions of the Labor Code, including without limitation sections 1777.5 and 1777.6, related to employment of apprentices by the Contractor and all subcontractors, and Contractor shall be subject to all applicable penalties for non-compliance.

1.5 Penalties. The Contractor shall comply with Labor Code section 1775. In accordance with Labor Code sections 1775 and 1813, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for (a) each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him; and (b) each calendar day or week during which any laborer workman or mechanic is required or permitted to labor more than eight hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing with section 1810) of Chapter 1, Part 7, Division 2 of the Labor Code. In addition to said penalties, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

H. Payment and Invoicing

1. The terms of payment are Net 30 days after approval of the invoice. Contractor shall submit a detailed invoice for work actually completed. The invoice shall include but not be limited to the following information: hours worked by Contractor'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 Contractor 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. Contractor 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.

2. The County shall pay the Contractor 30 days after approval of the invoice.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
Department of Environmental Resources Landfill
Attention: Jami Aggers
3800 Cornucopia Way, Suite C
Modesto, California 95358

I. Representatives

The County's representatives are Jami Aggers, (209) 525-6768 and Gerry Garcia, (209) 837- 4816. The Contractor's representative is, Wayne Pearce, Project Manager, (916) 361-1297.

J. Duty to Cooperate

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

K. Responsibility for Errors

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

L. 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.

M. Trenching and Excavation.

1 Subsurface Conditions. Pursuant to Public Contract Code section 7104, the following provisions shall apply provided the work under this Agreement involves digging trenches or other excavations that extend deeper than four (4) feet below the surface:

(a) The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) In the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties."

1.2 Excavation Shoring. Pursuant to Labor Code section 6707, if the work under this Agreement involves digging trenches or other excavations that extend deeper than five (5) feet below the surface the Contractor shall provide at its sole cost and expense adequate sheeting, shoring and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders

IN WITNESS WHEREOF, the parties have executed this Project No. 12-006-SMG on October 22, 2012.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: [Signature]
Jami Aggers
Interim Director

"County"

STEARNS, CONRAD & SCHMIDT CONSULTING
ENGINEERS, INC.

By: [Signature]
Name: Patrick S. Sullivan
(Printed)
Title: Senior VP

"Contractor"

APPROVED AS TO FORM:

John P. Döring
County Counsel

By: [Signature]
Thomas E. Boze
Deputy County Counsel

Amend Master Agreement with SCS Engineers

Jami Aggers, Interim Director
Dept. of Environmental Resources

June 26, 2012

Background

- Dept. of Environmental Resources, Landfill Division, maintains and operates the Fink Road and Geer Road Landfills
- For both sites, however, outside services and expertise are needed for env. monitoring, testing, and reporting
- Competitive procurement process, the firm of SCS Engineers (SCS) was awarded a contract in Aug. 2007, and with extensions it expires 6/30/12

Background, Cont'd.

- In August 2011, the Board of Supervisors amended the Agreement with SCS by removing the landfill gas-related tasks at the Geer Road Landfill and contracted with Tetra Tech BAS, Inc.
- Since that time, SCS has continued to maintain the groundwater extraction and treatment system at Geer and performed the needed env. services at Fink

Background Cont'd.

- Most recently, the contract was amended on April 3, 2012, to provide additional funding for new requirements brought about by Greenhouse Gas legislation and the Cease & Desist Order (CDO) issued in April 2011 by the Regional Water Quality Control Board
- This amendment covered services needed through June 30, 2012

Extending the Master Agreement

- At this time, staff recommends a one-time 6 month extension of the contract end date to December 31, 2012
- For routine services only, not duplicating the action taken by the Board on April 3, 2012
- SCS has indicated they will hold their existing pricing through this period

Extending the Master Agreement, Cont'd.

- This extension would align the contract end date with the deadline in the CDO (December 31, 2012), benefitting the County as follows:
- Maintaining consistency throughout CDO compliance period; providing maximum assurance that all deadlines will be met; and providing sufficient time to negotiate a new contract and transition for the provision of services

Extending the Master Agreement, Cont'd.

- Department staff, with the assistance of GSA Purchasing Division issued two RFPs for environmental services on May 25, 2012; one each for Fink Road and Geer Road Landfills
- Pre-proposal conferences were held June 14th, closing date is set for Aug. 16th
- Contract award: Sept/Oct 2012 with effective date of Jan. 1, 2013

Staff Recommendation

- Approve amending the Master Agreement with SCS Engineers for professional services at the Fink Road and Geer Road Landfills through Dec. 31, 2012

Questions?