

**SECOND RENEWAL AND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

THIS SECOND RENEWAL AND AMENDMENT TO Professional Services Agreement (hereinafter "Renewal and Amendment") between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and AMEC Environment & Infrastructure, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, the Parties had previously entered into a Professional Services Agreement on September 9, 2009 (hereinafter, "Agreement"); and

WHEREAS, the Agreement was amended by the Parties on October 21, 2009 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement was renewed by the Parties on December 6, 2010 (hereinafter, "Renewal"); and

WHEREAS, the Renewal was amended by the Parties on July 8, 2011 (hereinafter, "Amendment No. 1 to Renewal"), January 26, 2012 (hereinafter, "Amendment No. 2 to the Renewed Agreement"), December 7, 2012 (hereinafter, "Amendment No. 3 to the Renewed Agreement"), and January 31, 2013 (hereinafter, "Amendment No. 4 to the Renewed Agreement"); and

WHEREAS, the Renewal as amended expired on March 31, 2013; and

WHEREAS, CONTRACTOR provided services in excess of the approved Renewal amount because at the time of the contract term extension in January 2013, it was expected that cost savings from previous years would be sufficient to cover the remaining contract expenses; and

WHEREAS, County desires to pay CONTRACTOR for all services rendered through March 31, 2013; and

WHEREAS, an amendment is necessary to increase the amount of the contract by \$4,121.37 to provide funding to pay the CONTRACTOR for services previously rendered.

Second Renewal and Amendment to the Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Public Works
Term: July 1, 2010 - March 31, 2013
Not to Exceed: \$258,521.37

NOW, THEREFORE, the Parties agree to renew and amend the Agreement as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, except as specifically set forth below, for the sole purpose of paying CONTRACTOR the sum of \$4,121.37.
2. The total amount payable by County to CONTRACTOR under this Second Renewal and Amendment shall not exceed the sum of \$258,521.37.
3. Except as provided herein, all other terms and conditions of the Renewal as previously amended remain unchanged and in full force.
4. This Second Renewal and Amendment to the Agreement shall be attached to the Renewal as amended through amendment four and is incorporated herein as if fully set forth in the Agreement.

Second Renewal and Amendment to the Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA – Public Works
Term: July 1, 2010 – March 31, 2013
Not to Exceed: \$258,521.37

IN WITNESS WHEREOF, the Parties hereto have executed this Second Renewal and Amendment to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Dave Baxter, VP
(Print Name and Title)

Date: June 10, 2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Brad Knight, Secretary
(Print Name and Title)

Date: June 10, 2013

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 6-11-13

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: [Signature]

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Second Renewal and Amendment to the Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Public Works
Term: July 1, 2010 - March 31, 2013
Not to Exceed: \$258,521.37

RENEWAL OF
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH
AMEC GEOMATRIX, INC.

THIS RENEWAL of the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and AMEC Geomatrix, Inc. (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on September 9, 2009; and

WHEREAS, the Agreement was amended by the Parties on October 21, 2009 (hereinafter "Amendment No. 1"); and

WHEREAS, the Agreement as amended is attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on June 30, 2010; and

WHEREAS, the Parties wish to renew the Agreement, as amended, on the same or similar terms, beginning July 1, 2010; and

WHEREAS, as per letters from the California Regional Water Quality Control Board, dated June 14, 2010, and the Monterey County Department of Health, dated September 22, 2010, regarding the Bradley landfill, the minimum proposed groundwater sampling and analyzing frequency has been changed from semiannual to annual, and gas monitoring has been eliminated, resulting in reduced reporting requirements; and

WHEREAS, the reduced reporting requirements have reduced the amount of the annual agreement amount.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2010 to June 30, 2011, unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1 and Exhibit A-1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR is increased by \$63,600, for a total amount not to exceed the sum of \$160,400.

4. The scope of work described on Page 13 of Attachment 1 for the Bradley Landfill is amended to read as follows:

The Bradley Landfill is a closed Class III solid waste landfill located approximately ½ mile west of the town of Bradley. The landfill occupies approximately 1.1 acres. The landfill is monitored in accordance with WDRs and the associated MRP No. 01-086 issued by RWQCB.

In accordance with the WDRs and MRP, groundwater monitoring is conducted on an annual basis. Monitoring reports are also prepared and submitted on an annual basis. Results will be submitted to the RWQCB in January of the following year. The annual monitoring report will also include a review of the monitoring results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample the four groundwater monitoring wells at the landfill on an annual basis for the monitoring parameters listed in Table 1 of the MRP. Depth to groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that the monitoring event will require approximately 1 day to complete. A monitoring report will be prepared once a year. This report will present the results of the groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

5. The scope of work described on Page 13 of Attachment 1, under, Landfill Gas Monitoring and Reporting is amended to read as follows:

SCS will provide landfill gas testing services and prepare reports discussing the findings on a quarterly basis for the San Ardo and Lake San Antonio North Shore Landfills. The landfill gas monitoring results will be provided to AMEC and incorporated in to the semiannual and annual groundwater monitoring reports.

6. The Cost Estimate for 2009/2010 Monitoring and Inspection Services and Schedule of Charges referenced on Page 15 and Page 16 of Attachment 1 are hereby replaced with Exhibit A-1.

7. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

AMEC Geomatrix, Inc.
Contractor's Business Name

Date: 12-6-10

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Vice president / principal Scientist
(Name and Title)

Date: Oct 27, 2010

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
(Signature of Secretary, Asst. Secretary, CPO
Treasurer or Assistant Treasurer)

By: [Signature]
Deputy County Counsel

Its: JAMES C. PRICE, Treasurer
(Name and Title)

Date: 11-2-10

Date: Oct. 26, 2010

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-2-10

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. IF CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

ATTACHMENT 1

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(\$100,000 AND LESS)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

AMEC Geomatrix
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide groundwater contamination monitoring and gas monitoring; and Waste Discharge Requirement reporting services for the closed County landfills located at Bradley, San Ardo, and Lake San Antonio North Shore.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 73,800.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2009 to June 30, 2010, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Monterey County Travel Policy

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this

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Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9. INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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- 10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ed Muniz, Management Analyst II	William V. Pipes, Vice President
Name and Title	Name and Title
168 West Alisal Street, 2nd Floor	1281 East Alluvial Ave., Ste 101
Salinas, CA., 93901	Fresno, CA., 93720-2659
Address	Address
831-755-4878	559-264-2535
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

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effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager
Date: 9-9-09
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form¹

By: April D. Slawson
County Counsel
Date: 8-25-09

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller
Date: 9-3-09

RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Indemnity/
Liability Provisions/
Insurance Language

By: Dyann Sakumata
Risk Management
Date: 8-27-09

CONTRACTOR

AMEC Neomatrix, Inc.
Contractor's Business Name[#]

By: _____
(Signature of Chair, President, or
Vice-President)[#]

Timothy G. Southey V.P.
Name and Title
Date: 8-18-09

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)^{*}

JAMES C. PRICE, Treasurer
Name and Title
Date: Aug. 14, 2009

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required only if changes are made to the standard provisions of the PSA.
²Approval by Auditor/Controller is required for all Professional Service Agreements
³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A

Scope of Work and Payment Provisions
For Amec Geomatrix

This scope of services with Amec Geomatrix will be for landfill groundwater contamination monitoring and landfill gas monitoring; and related Waste Discharge Requirements reporting services for the following landfills: the Bradley, San Ardo, and Lake San Antonio North Shore landfills. The monitoring and reporting will be conducted in accordance with the California Regional Water Quality Control Board's Waste Discharge Requirements.

Please see attached detailed Scope documents prepared by Amec Geomatrix in consultation with Public Works staff.

Payment will be made by County Warrant, within 30 days of receipt of invoice by the County Auditors Office.

All travel costs will be reimbursed in accordance with the County's Travel Reimbursement Policy, (attached).



2009/2010 SCOPE OF SERVICES
Monterey County Department of Public Works
Lake San Antonio North Shore, Bradley, and San Ardo Landfills

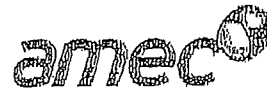
The following sections provide a brief description of the proposed scope of services to be provided by AMEC Geomatrix, Inc. (AMEC), for issues relating to the three landfills owned by the Monterey County Department of Public Works. These three landfills are Lake San Antonio North Shore (North Shore), Bradley, and San Ardo located in Monterey County, California. AMEC has subcontracted with BC Laboratories, Inc. (BC), a California-certified laboratory in Bakersfield, California, to provide analytical services and SCS Field Services, Inc. (SCS), in Modesto, California, to provide landfill gas monitoring services.

LAKE SAN ANTONIO NORTH SHORE LANDFILL

The North Shore Landfill is a closed Class III solid waste landfill located approximately 1,600 feet northeast of the north shore of Lake San Antonio. The landfill occupies approximately .2 acres. The landfill is monitored in accordance with Waste Discharge Requirements (WDRs) and the associated Monitoring and Reporting Program (MRP) No. R3-2002-0056 issued by the California Regional Water Quality Control Board - Central Coast Region (RWQCB).

In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in January and July of each year. Monitoring reports are also prepared and submitted to the RWQCB on a semiannual basis. Results of the second quarter (April through June) and third quarter (July through September) monitoring are combined in the first semiannual monitoring report that is submitted to the RWQCB in October. Results of the fourth quarter (October through December) of one year and the first quarter (January through March) of the next year are combined in the second semiannual monitoring report that is submitted to the RWQCB in April. The second semiannual monitoring report also includes a review of the monitoring results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample four groundwater monitoring wells present at the landfill on a semiannual basis for the monitoring parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that each monitoring event will require approximately 1 day to complete. Monitoring reports will be prepared twice a year. These reports will



present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

BRADLEY LANDFILL

The Bradley Landfill is a closed Class III solid waste landfill located approximately ½ mile west of the town of Bradley. The landfill occupies approximately 1.1 acres. The landfill is monitored in accordance with WDRs and the associated MRP No. 01-086 issued by the RWQCB.

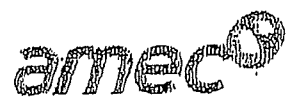
In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in April and October of each year. Monitoring reports are also prepared and submitted on a semiannual basis. Results of the first quarter (January through March) and second quarter (April through June) are combined in the first semiannual monitoring report submitted to the RWQCB in July. Results of the third quarter (July through September) and fourth quarter (October through December) are combined in the second semiannual monitoring report submitted to the RWQCB in January of the following year. The second semiannual monitoring report also includes a review of the monitoring results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample the four groundwater monitoring wells at the landfill on a semiannual basis for the monitoring parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that each monitoring event will require approximately 1 day to complete. Monitoring reports will be prepared twice a year. These reports will present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

SAN ARDO LANDFILL

The San Ardo Landfill is a closed Class III solid waste landfill located approximately 1 mile west of the town of San Ardo. The landfill occupies approximately 1.5 acres of a 12-acre parcel. The landfill is monitored in accordance with WDRs and the associated MRP No. 01-085 issued by the RWQCB.

In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in April and October of each year. Monitoring reports are prepared and submitted on a semiannual basis. Results of the first quarter (January through March) and second quarter (April through June) are combined in the first semiannual



monitoring report submitted in July. Results of the third quarter (July through September) and fourth quarter (October through December) are combined in the second semiannual monitoring report submitted in January of the following year. The second semiannual monitoring report reviews the results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample four groundwater monitoring wells on a semiannual basis for the parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected from the four wells prior to sampling the wells and piezometer SA-E4. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that each monitoring event will require approximately 1 day to complete. Monitoring reports will be prepared twice a year. These reports will present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

ACTIVITIES TO BE CONDUCTED AT ALL THREE LANDFILLS

The following sections discuss services that will be provided for all three landfill sites.

Landfill Site Inspection

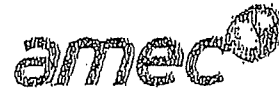
AMEC will conduct landfill site inspections once during the dry season (June through September) and at least once per month during the wet season (October through May) in accordance with the WDRs. A minimum of nine inspections per landfill will be conducted. When possible, site inspections will be conducted concurrently with either semiannual groundwater monitoring events and/or storm water inspections. It is assumed that each site inspection will require approximately 2 to 3 hours to complete.

Landfill Gas Monitoring and Reporting

SCS will provide landfill gas testing services and prepare reports discussing the findings on a quarterly basis for all three landfills. The landfill gas monitoring results will be provided to AMEC and incorporated into the semiannual and annual groundwater monitoring reports.

Storm Water Inspection and Reporting

AMEC will perform storm water inspections on a monthly basis during the wet season (October through May) at each landfill. It is assumed that each storm water inspection will require approximately 2 to 3 hours to complete. Some of the storm water inspections will be conducted concurrently with either semiannual groundwater monitoring events and/or site inspections. It is also assumed that two sets of storm water samples will be collected during the wet season at each of the three sites and analyzed for pH, specific conductance, total



suspended solids (U.S. Environmental Protection Agency [EPA] Method 160.2), dissolved iron (EPA Method 8010); and oil and grease (EPA Method 413.2). A storm water inspection report will be prepared on an annual basis in accordance with the WDRs. Additional post-storm inspection and sampling (this cost is not included in this estimate) will be conducted on a time-and-material basis as required depending on local weather conditions.

GeoTracker Submittals

The landfills are subject to the State Water Resources Control Board's GeoTracker reporting requirements. Monitoring data will be submitted to GeoTracker for two semiannual events at each landfill. The cost estimate is based on an estimated level of effort. It is assumed that GeoTracker-ready (properly formatted) analytical data deliverables are provided to AMEC by BC in a timely manner. If needed due to data formatting issues and as authorized by Monterey County, additional time will be billed on a time-and-materials basis.

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COST ESTIMATE
2009/2010 MONITORING AND INSPECTION SERVICES
Lake San Antonio North Shore, Bradley,
and San Ardo Landfills

Item	Annual Cost
Lake San Antonio North Shore Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,800.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$25,000.00
Bradley Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,200.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$24,400.00
San Ardo Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,200.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$24,400.00
TOTAL ESTIMATED COST:	\$73,800.00

1. Landfill gas monitoring to be conducted by SCS Field Services, Inc.
2. Laboratory services provided by BC Laboratories, Inc.

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AMEC GEOMATRIX, INC.
SCHEDULE OF CHARGES



Effective March 27, 2009

The Schedule of Charges applies to all services provided by and/or through AMEC Geomatrix, Inc. (AMEC). The schedule of charges may be revised periodically, as conditions require.

LABOR:

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for AMEC are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$216 - 350
Senior Consultant	216 - 350
Senior Decision Analyst	216 - 350
Senior II	180 - 216
Senior I	185
GIS Programmer/Web Designer	144
Project II	140
Project I	130
Field Engineer	118
Staff II	118
Staff I	108
Senior Technician	93
Field Technician	88
CAD/Graphic Designer	86
Project Assistant	76
Technical Editor	91
Support Staff	67

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 15%.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and a 3-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

COMMUNICATIONS CHARGE:

Four percent (4%) of Labor charges for routine photocopying, regular mail postage, and fax/telephone/cellular phone usage.

OUTSIDE SERVICES:

Outside services will be charged at cost plus 15%. Common outside items include: consultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

REIMBURSABLES:

Non-routine Photocopies	\$0.12/sheet
Specialized Computer Applications	\$25.00/hour
Field equipment, vehicles, specialized reproduction	On request

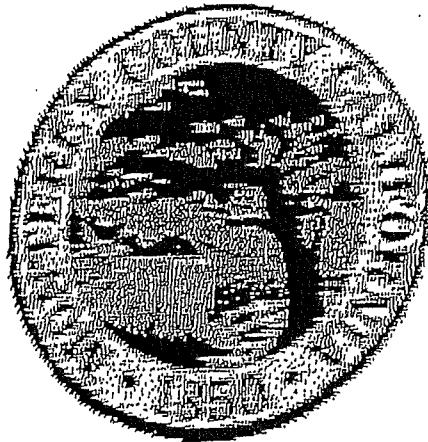
INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

AMEC is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.



EXHIBIT B



TRAVEL POLICY

Revised November 1, 2008

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I. PURPOSE

The purpose of this policy is to strengthen existing and add new internal controls by establishing uniform travel policies, rules and claiming procedures for persons authorized to travel on County business.

II. SCOPE

The County travel policy applies to all County employees, members of legislative bodies established by the Board (salaried or not) as authorized by the Board, non-County employees (such as contractors) whose travel expenses are reimbursed by the County and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. County

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the necessary and required business functions of the County. It does not include travel related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors. Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business.

E. County Volunteer

"County volunteer" means a person other than a County employee who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis, generally a matter of days or a couple of weeks at most. County travelers attending conferences, meeting or training sessions away from the main or regular place of work or field workers conducting fieldwork at off-site locations does not normally constitute assignment to another site. This policy does not cover temporary living expenses and would not apply to reimbursement for expenses at a "Temporary work location" of more than a couple of weeks. If assigned for more than a couple of weeks, the new location has become the main or regular place of work.

I. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.
2. Advance authorization is required for all County travel, as specified in B & C.
3. Advance written authorization from the County Administrative Officer is required

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for all County travel by County volunteers, except as follows:

- a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.
- b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.
- c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.
3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

1. Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a "white claim"), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

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1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this travel policy, whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to:
 - a) work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging; or
 - b) attend a meeting in the performance of his/her official duties in which a meal is served.
2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.
3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.
4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

- a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.
- b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.
- c) Whenever a time frame is established as criteria for eligibility for claiming,

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such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

Vehicle use (both County-owned and private) by County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

a) Private Vehicle

- (1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.
- (2) County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.
- (3) County travelers may not claim mileage for business use of a private vehicle in the following instances:
 - (a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - (b) when the County traveler is traveling in a County or other government agency vehicle;
 - (c) when the County traveler is traveling in a rented vehicle (paid by County);
 - (d) when the County traveler is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
- (5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - (a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he

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is eligible for mileage from the regular or main place of work to the temporary work location;

- (b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
- (6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:
- (a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention or meeting from the work location.
 - (b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for return trip mileage based on the distance from the school, training, convention or meeting to the work location.
- (7) Appointed members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.
- (8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.
- (9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.
- (10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

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- (1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
- (2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.
- (3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

o) Rental Vehicle Transportation

- (1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
- (2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
- (3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if it is available for use by all of the County travelers.
- (4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required by the County traveler(s). Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.
- (5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.
- (6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver coverage and coverage for drivers under 25 years of age, if such coverage is applicable), provided that the employee has his or her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.

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- (7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

- (1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.
- (2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.
- (3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.
- (4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteer denied boarding compensation may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.
- (5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well documented with a clear savings to the County.

e) Private Aircraft Transportation

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- (1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:
 - (a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;
 - (b) a copy of the pilot's current medical certificate;
 - (c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;
 - (d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;
 - (e) a certificate of public liability and property damage insurance of not less than \$1,000,000 naming the County as an additional insured.
- (2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.
- (3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

- (1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the destination point:
 - (a) taxi, shuttle, or public transit fares;
 - (b) parking fees, airport long-term parking is required for travel exceeding 24 hours;
 - (c) bridge, road or ferry tolls;
 - (d) other actual transportation expenses determined to be reasonable and

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necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

- (a) traffic and parking violations;
- (b) emergency repairs or non-emergency repairs on non-County vehicles;
- (c) personal travel while at an out-of-County location;
- (d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

- a) County travelers on in-County travel are not eligible to claim for meals taken within the County, unless provided for in other County policies.
- b) County travelers on out-of-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless provided for in other County policies.
- c) County travelers on out-of-County travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.
- d) County Travelers who are eligible to claim for meals pursuant to the conditions set forth in this policy (authorized and approved travel requiring overnight lodging) are subject to the following time frames for the first and last day of travel:

(1) Breakfast may be claimed if County traveler must reasonably be away from home because of County business at or before 6:00 a.m. and ending after 10:00 a.m. Lunch can also be included if travel ends after 1:00 p.m. and dinner if travel ends after 7:00 p.m.

(2) Lunch may be claimed if, because of County business, travel must commence before 11:00 a.m. and ending after 3:00 p.m. Dinner can also be included if travel ends after 7:00 p.m.

(3) Dinner may be claimed if a County traveler must commence travel before 5:00 p.m.

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- (4) Snacks between meals may not be claimed.
- e). Purchasing and/or claiming for meals for federal, state or local public officials or employees is prohibited, including any other Monterey County Employees.
- f) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.
- g) County travelers are not eligible to keep per diem allowances for anyone other than themselves.

2. Meal Claims

- a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.
- b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).
- c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.
- d) Meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.
- e) A County traveler may not claim a per diem allowance or reimbursement for any meal, which is provided, or otherwise available to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.

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- f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is \$79.00 and the breakfast allowance is \$8.00, the employee may claim up to a maximum of \$87.00 for lodging. For purposes of this section, continental breakfast does not constitute a provided breakfast meal.
- g) Claiming for alcoholic beverage expenses are prohibited.
- h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

- a) County travelers are not eligible to claim for lodging for in-County functions.
- b) County travelers are eligible to claim for lodging for the evening prior to an out-of-County function if the County traveler would otherwise reasonably need to commence travel prior to 6:00 a.m. in order to arrive at the destination at the designated time. For example, if a workshop begins at 8:00 a.m., and there will be three hours of travel time from the authorized departure point, the traveler would be eligible to claim for overnight lodging for the evening prior to the workshop. However, if the workshop begins at 9:00 a.m., the traveler would not be eligible.
- c) County travelers are eligible to claim for the last evening of an out-of-County function if the County traveler would otherwise arrive at his/her home after 9:00 p.m., if s/he left at the conclusion of the function.
- d) If County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- e) County travelers are not eligible to claim lodging staying overnight as a guest of friends or relatives.

2. Lodging Claims

- a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.

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- b) Lodging costs may exceed the County's maximum lodging rate only in the following instance:
- (1) a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.
- c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.
- d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler at the multiple occupancy rate may claim the total expense.
- e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.
- f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.
- g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.
- h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- i) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- j) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the

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actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.
2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
 - a) County business calls (traveler must annotate purpose of call on the bill)
 - b) fax machine charges incurred to send or receive documents for County use.
 - c) copy machine charges incurred to copy documents for County use.
 - d) Internet access connection and/or usage fees away from home not to exceed \$15.00 per day, if Internet access is necessary for county related business.
 - e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. CLAIMING PROCEDURES

A. Travel Advance Claims

1. Authorizations and Eligibility

- a) Travel advances are strongly discouraged and are only available to county employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a county travel card can't be used or the employee doesn't have a personal credit card. Board of Supervisor Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay their travel expenses and they can be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay

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for airline tickets and conference registration expenses for all of their employees not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

- b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.
- c) The net amount of the travel advance shall not exceed the following:
 - (1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:
 - (a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking
 - (b) rental vehicle transportation;
 - (c) per diem meal allowances;
 - (d) long-term airport parking;
 - (e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.
 - (2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.
- d) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

2. Travel Advance Requests

- a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed "County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

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- b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

- a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.
- b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.
- c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.
- d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.
- b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.
- c) Whenever possible, the County shall be named as registrant for events to allow transfer of attendance privilege when conflicts prevent the original registrant from attending.
- d) The County will mail the warrant directly to the vendor unless the traveler

requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

- a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.
- b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.
- c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.
- d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.
2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.
3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.
4. No reimbursement for travel shall be paid to the employee until all required receipts for the travel claim have been filed with the Auditor-Controller's Office.
5. Travel reimbursements are to be paid via warrants and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.
2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly, unless the total for the month is less than \$50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.
2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel,

vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room-service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

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Amendment No. 1 to
County of Monterey Agreement for Professional Services with
AMEC Geomatrix Inc.
For Groundwater Contamination Monitoring and Landfill Gas Monitoring Services

This Amendment No. 1 to County of Monterey Agreement for Professional Services (hereinafter, "Amendment No. 1") is made and entered, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and AMEC Geomatrix Inc. (hereinafter, "CONTRACTOR").

This Amendment No. 1 amends the AGREEMENT FOR PROFESSIONAL SERVICES entered into with CONTRACTOR for the term from July 1, 2009 to June 30, 2010 (hereinafter, "AGREEMENT") as follows:

1. Second Sentence of Section 2 of AGREEMENT is amended to read as follows:

PAYMENTS BY COUNTY. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$96,800

2. The Scope of Work is being expanded to include services as follows:

Task #1 - Preparation of Cover Repair Work Plan

CONTRACTOR will prepare a work plan for the repair of a depression in a portion of the cover at the San Ardo Landfill. The depression is in a small area of approximately 20 feet by 20 feet on the San Ardo Landfill. Small holes in the cover are also apparent near the depression.

Prior to preparation of the work plan, CONTRACTOR will obtain soil samples from the various cover soil layers and from the burrow source for additional low permeability soil that may be required. CONTRACTOR will perform laboratory testing for compaction and hydraulic conductivity characteristics on the samples of cover soil and burrow soil.

CONTRACTOR will include in the Work Plan detailed procedures for repair of the cover. A draft of the Work Plan will be submitted to the County for review. Upon receiving County's comments on the draft work plan, CONTRACTOR will finalize the Work Plan and transmit four copies to County.

Estimated cost of Task #1: \$6,000

Task #2 - Observations and Testing During Cover Repair

CONTRACTOR will perform field observations and testing while the cover repairs are performed by County (or other agent of County). Testing by CONTRACTOR will include field density testing during compaction of the soil layers placed in the repair operations and laboratory hydraulic conductivity testing of the low permeability layer materials. CONTRACTOR will take photographs of each stage of the repair operations to document that the repairs were performed in accordance with the procedures outlined in the Work Plan.

The cost to perform the field observations and testing is dependent upon the length of time required by the County (or other agent of County) to perform the repair work. For the purpose of budgeting, it is estimated that the repairs will be completed in four (4) days.

Estimated cost of Task #2: \$10,000

Task #3 - Preparation of Cover Repair Report

CONTRACTOR will prepare a report documenting the cover repairs at the San Ardo Landfill site. The report will include a summary of CONTRACTOR's field observations and test results from Task #2, photographs of the repair work, a plan showing the location of the repair, and a cross section of the repaired cover. A draft report will be submitted to County for review. Upon receiving County's comments on the draft report, CONTRACTOR will finalize the report and transmit four copies to County.

Estimated cost of Task #3: \$7,000

Note: A ten percent contingency is included in the cost estimates provided above.

Total Contract Amendment Costs:

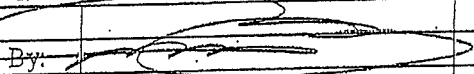
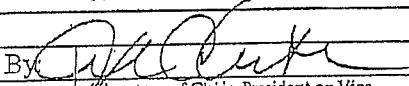
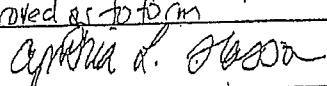
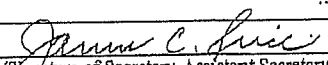
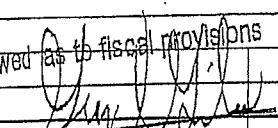
Task #1 - Preparation of Cover Repair Work Plan	\$ 6,000
Task #2 - Observations and Testing During Cover Repair	\$10,000
Task #3 - Preparation of Cover Report	\$ 7,000
Total Project Amendment Cost	\$23,000

3. Except as provided herein, all other terms and conditions of AGREEMENT, as amended by Amendment No. 1, shall remain in full force and effect.

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4. If there is any conflict or inconsistency between the provisions of AGREEMENT or Amendment No. 1, the provisions of Amendment No. 1 shall govern.

IN WITNESS HEREOF, the parties hereby execute this Amendment No. 1 as follows:

COUNTY OF MONTEREY		CONTRACTOR	
By:			AMEC Geomatrix Inc.
	Purchasing Manager		Contractor's Business Name
Date:	10-21-09	By:	
			(Signature of Chair, President or Vice President)
		Its:	Paul C. Deutsch - Vice President
			(Name and Title)
		Date:	10/13/09
Approved as to form		By:	
	Deputy County Counsel		(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer, or Assistant)
	10-14-09	Its:	James C. Price - VP & Treasurer
			(Name and Title)
		Date:	October 12, 2009
Reviewed as to fiscal provisions			
	Auditor-Controller		
	County of Monterey		
	10-16-09		

ENTERED
OCT 15 2009

KA

EXHIBIT A-1

COST ESTIMATE
2010/2011 MONITORING AND INSPECTION SERVICES
Lake San Antonio North Shore, Bradley,
and San Ardo Landfills

Item	Annual Cost
Lake San Antonio North Shore Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,800.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$25,000.00
Bradley Landfill³	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$7,000.00
GeoTracker Submittals	\$1,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$0.00
Laboratory Analytical Costs ²	\$1,000.00
Subtotal:	\$14,200.00
San Ardo Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,200.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$24,400.00
TOTAL ESTIMATED COST:	\$63,600.00

1. Landfill gas monitoring to be conducted by SCS Field Services, Inc.
2. Laboratory services provided by BC Laboratories, Inc.
3. Revised cost based on Revised WDR 01-086 (June 14, 2010).

EXHIBIT A-1

AMEC GEOMATRIX, INC.
SCHEDULE OF CHARGES



Effective March 27, 2009

The Schedule of Charges applies to all services provided by and/or through AMEC Geomatrix, Inc. (AMEC). The schedule of charges may be revised periodically, as conditions require.

LABOR:

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for AMEC are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal	\$216 - 350
Senior Consultant	216 - 350
Senior Decision Analyst	216 - 350
Senior II	190 - 216
Senior I	185
GIS Programmer/Web Designer	144
Project II	140
Project I	130
Field Engineer	118
Staff II	118
Staff I	108
Senior Technician	93
Field Technician	88
CAD/Graphic Designer	96
Project Assistant	75
Technical Editor	91
Support Staff	67

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 15%.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

COMMUNICATIONS CHARGE:

Four percent (4%) of Labor charges for routine photocopying, regular mail postage, and fax/telephone/cellular phone usage.

OUTSIDE SERVICES:

Outside services will be charged at cost plus 15%. Common outside items include: consultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

REIMBURSABLES:

Non-routine Photocopies	\$0.12/sheet
Specialized Computer Applications	\$25.00/hour
Field equipment, vehicles, specialized reproduction	On request

INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1.4/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

AMEC is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.



AMENDMENT NO. 1 TO THE RENEWAL
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AMEC GEOMATRIX, INC.

THIS AMENDMENT NO. 1 TO THE RENEWAL to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and AMEC Geomatrix, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR. (collectively, the County and CONTRACTOR are referred to as the "parties").

WHEREAS, the parties had previously entered into a Professional Services Agreement on September 9, 2009 (hereinafter, "Agreement"); and

WHEREAS, the Agreement was amended by the parties on October 21, 2009 (hereinafter, "Amendment No. 1"), and renewed on December 6, 2010 (hereinafter, "Renewal"); and

WHEREAS, additional time is necessary due to continued needs for inspection, monitoring and reporting for the closed County landfills located in Bradley, San Ardo, and Lake San Antonio North Shore; and

WHEREAS, the parties wish to amend the Renewal to the Agreement to extend the term to December 31, 2011 and increase the amount to continue to provide services associated with inspection, monitoring and reporting to comply with the Waste Discharge Requirements (WDR) for the closed County landfills located in Bradley, San Ardo, and Lake San Antonio North Shore.

NOW, THEREFORE, the parties agree to amend the Renewal to the Agreement as follows:

1. Amend Paragraph 2 of the Renewal to read as follows:

The term of this RENEWAL is from July 1, 2010 to December 31, 2011, unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.

2. Amend Paragraph 3 of the Renewal to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, Exhibit A-1 and Exhibit A-2, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR is increased by \$30,900.00, for a total amount not to exceed the sum of \$191,300.00.

3. Amend Paragraph 4 and Paragraph 5 of the Renewal to include the following scope of work:

Exhibit A-2 – Scope of Services/Payment Provisions

Amendment No. 1 to the Renewal to the Professional Services Agreement
AMEC Geomatrix, Inc.

Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA – Department of Public Works

Term: July 1, 2010 – December 31, 2011
Not to Exceed: \$191,300.00

4. Amend Paragraph 6 of the Renewal to read as follows:

The Cost Estimate for 2009/2010 Monitoring and Inspection Services and Schedule of Charges referenced on Page 15 and Page 16 of Attachment 1 is hereby amended to include Page 1 and Page 2 of Exhibit A-1 and Page 4 and Page 5 of Exhibit A-2.

5. All other terms and conditions of the Renewal to the Agreement remain unchanged and in full force.

6. This Amendment No. 1 to the Renewal to the Agreement shall be attached to the Renewal to the Agreement and incorporated therein as if fully set forth in the Renewal to the Agreement.

Amendment No. 1 to the Renewal to the Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2011
Not to Exceed: \$191,300.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Renewal to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 7-8-11

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 6-3-11

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR*

AMEC Geomatrix, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Anthony D. Daus, President
(Print Name and Title)

Date: May 27, 2011

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: _____
(Print Name and Title)

Date: _____

Amendment No. 1 to the Renewal to the Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2011
Not to Exceed: \$191,300.00

ENTERED

JUL 07 2011

KA

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the
Renewal to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ AMEC Geomatrix, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Print Name and Title)

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: Cynthia A. Aron
Deputy County Counsel

Its: JAMES C. PRICE, TREASURER
(Print Name and Title)

Date: 6-3-11

Date: May 27, 2011

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 6-2-11

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to the Renewal to the Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2011
Not to Exceed: \$191,300.00

ENTERED

JUL 07 2011

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



JULY 1 THROUGH DECEMBER 31, 2011, SCOPE OF SERVICES
Monterey County Department of Public Works
Lake San Antonio North Shore, Bradley, and San Ardo Landfills

The following sections provide a brief description of the proposed scope of services to be provided by AMEC Geomatrix, Inc. (AMEC), for issues relating to the three landfills owned by the Monterey County Department of Public Works. The work described is the work anticipated during the July 1 through December 31, 2011, time period. This scope of services does not describe all work needed to comply with the Waste Discharge Requirements (WDRs) on an annual or ongoing basis. These three landfills are Lake San Antonio North Shore (North Shore), Bradley, and San Ardo landfills located in Monterey County, California. AMEC has subcontracted with BC Laboratories, Inc. (BC), a California-certified laboratory in Bakersfield, California, to provide analytical services and SCS Field Services, Inc. (SCS), in Modesto, California, to provide landfill gas monitoring services.

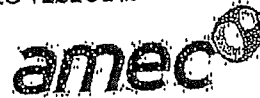
LAKE SAN ANTONIO NORTH SHORE LANDFILL

The North Shore Landfill is a closed Class III solid waste landfill located approximately 1,500 feet northeast of the north shore of Lake San Antonio. The landfill occupies approximately 2 acres. The landfill is monitored in accordance with WDRs and the associated Monitoring and Reporting Program (MRP) No. R3-2002-0056 issued by the California Regional Water Quality Control Board – Central Coast Region (RWQCB).

In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in first and third quarters of each year. Monitoring reports are also prepared and submitted to the RWQCB on a semiannual basis. Results of the second quarter (April through June) and third quarter (July through September) monitoring are combined in the second semiannual monitoring report that is submitted to the RWQCB in October.

AMEC will sample four groundwater monitoring wells present at the landfill during the third quarter of 2011 for the monitoring parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that third quarter 2011 monitoring event will require 1 day to complete. The monitoring report for the third quarter 2011 monitoring event is due in April 2012 and is not part of this scope of services.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



BRADLEY LANDFILL

The Bradley Landfill is a closed Class III solid waste landfill located approximately ½ mile west of the town of Bradley. The landfill occupies approximately 1.1 acres. The landfill is monitored in accordance with WDRs and the associated revised MRP No. 01-086 issued by the RWQCB on June 14, 2010.

In accordance with the WDRs and MRP, groundwater monitoring is conducted on an annual basis, occurring in the spring of each year. Groundwater monitoring was completed in April 2011. The annual monitoring report for Bradley landfill is due in January 2012 and is not part of this scope of services. Because the annual report is due in January 2012, data review, quality control review and initial preparation of the annual report will be completed as part of this scope of services.

SAN ARDO LANDFILL

The San Ardo Landfill is a closed Class III solid waste landfill located approximately 1 mile west of the town of San Ardo. The landfill occupies approximately 1.5 acres of a 12-acre parcel. The landfill is monitored in accordance with WDRs and the associated MRP No. 01-085 issued by the RWQCB.

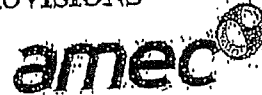
In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in April and October of each year. Monitoring reports are prepared and submitted on a semiannual basis. Results of the first quarter (January through March) and second quarter (April through June) are combined in the first semiannual monitoring report submitted in July. The first semiannual monitoring report will be completed as part of this task.

AMEC will sample four groundwater monitoring wells in October of 2011 for the parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected from the four wells prior to sampling the wells and piezometer SA-E4. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that the monitoring event will require approximately 1 day to complete. The monitoring report for the October sampling is completed in January of the following year and is not part of this scope of services.

ACTIVITIES TO BE CONDUCTED AT ALL THREE LANDFILLS

The following sections discuss services that will be provided for all three landfill sites.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS



Landfill Site Inspection

AMEC will conduct landfill site inspections once during the dry season in August or September and at least once per month during the 2011 portion of the wet season (October, November, and December, 2011) in accordance with the WDRs. Thus, minimum of four inspections will be completed during the remainder of 2011. When possible, site inspections will be conducted concurrently with either groundwater monitoring events and/or storm water inspections. It is assumed that each site inspection will require approximately 3 hours to complete.

Landfill Gas Monitoring and Reporting

The revised MRP for the Bradley Landfill does not include landfill gas monitoring. Therefore, landfill gas monitoring for the Bradley landfill is not included as part of this scope of services.

SCS will provide landfill gas testing services and prepare reports discussing the findings on a quarterly basis for the North Shore and San Ardo landfills. The landfill gas monitoring results will be provided to AMEC and incorporated into the semiannual and annual groundwater monitoring reports.

Storm Water Inspection and Reporting

AMEC will perform storm water inspections on a monthly basis during October, November, and December at each landfill. It is assumed that each storm water inspection will require approximately 3 hours to complete. Some of the storm water inspections will be conducted concurrently with either groundwater monitoring events and/or site inspections. It is also assumed that two sets of storm water samples will be collected at each of the three sites and analyzed for total suspended solids, total iron, and oil and grease. Additional post-storm inspection and sampling (this cost is not included in this estimate) will be conducted on a time-and-material basis as required depending on local weather conditions.

GeoTracker Submittals

The landfills are subject to the State Water Resources Control Board's GeoTracker reporting requirements. Monitoring data will be submitted to GeoTracker for the San Ardo landfill report due in July 2011 and the North Shore report due in October 2011. The Bradley landfill data will be reviewed. The cost estimate is based on an estimated level of effort. It is assumed that GeoTracker-ready (properly formatted) analytical data deliverables are provided to AMEC by BC in a timely manner. If additional time is needed due to data formatting issues and as authorized by Monterey County, it will be billed on a time-and-materials basis.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS



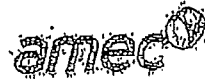
COST ESTIMATE
JULY 1 THROUGH DECEMBER 31, 2011, MONITORING AND INSPECTION SERVICES
Lake San Antonio North Shore, Bradley,
and San Ardo Landfills

Item	Annual Cost
Lake San Antonio North Shore Landfill	
Landfill Site Inspection	\$1,200.00
Groundwater Well Monitoring and Reporting	\$5,400.00
GeoTracker Submittals	\$1,100.00
Storm Water Inspection and Reporting	\$900.00
Landfill Gas Monitoring ¹	\$1,200.00
Laboratory Analytical Costs ²	\$3,000.00
Subtotal:	\$12,800.00
Bradley Landfill	
Landfill Site Inspection	\$1,200.00
Groundwater Well Monitoring and Reporting	\$1,000.00
GeoTracker Submittals	\$500.00
Storm Water Inspection and Reporting	\$900.00
Laboratory Analytical Costs ²	\$300.00
Subtotal:	\$3,900.00
San Ardo Landfill	
Landfill Site Inspection	\$1,200.00
Groundwater Well Monitoring and Reporting	\$6,800.00
GeoTracker Submittals	\$1,100.00
Storm Water Inspection and Reporting	\$900.00
Landfill Gas Monitoring ¹	\$1,200.00
Laboratory Analytical Costs ²	\$3,000.00
Subtotal:	\$14,200.00
TOTAL ESTIMATED COST:	\$30,900.00

1. Landfill gas monitoring to be conducted by SCS Field Services, Inc.
2. Laboratory services provided by BC Laboratories, Inc.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC GEOMATRIX, INC.
SCHEDULE OF CHARGES



Effective March 27, 2009

The Schedule of Charges applies to all services provided by and/or through AMEC Geomatrix, Inc. (AMEC). The schedule of charges may be revised periodically as conditions require.

LABOR:

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial services, office management, accounting, and maintenance because these items are included in overhead. Labor category charge rates for AMEC are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal	\$216 - \$360
Senior Consultant	216 - \$360
Senior Decision Analyst	216 - \$360
Senior II	180 - 216
Senior I	185
GIS Programmer/Web Designer	144
Project II	140
Project I	130
Field Engineer	118
Staff II	108
Staff I	98
Senior Technician	98
Field Technician	96
CAD/Graphic Designer	96
Project Assistant	76
Technical Editor	67
Support Staff	67

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 15%.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per day charge for depositions and an 8-hour minimum per day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

COMMUNICATIONS CHARGE:

Four percent (4%) of Labor charges for routine photocopying, regular mail postage, and fax/telephone/cellular phone usage.

OUTSIDE SERVICES:

10%

Outside services will be charged at cost plus 10%. Common outside items include: consultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

REIMBURSABLES:

- Non-routine Photocopies \$0.12/sheet
- Specialized Computer Applications \$25.00/hour
- Field equipment, vehicles, specialized reproduction On request

(Contractor's Initials)

(Date)

INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1.12% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

AMEC is an Equal Opportunity/Affirmative Action Employer and as such adheres to all applicable federal, state, and local laws and regulations in this regard.



**AMENDMENT NO. 2 TO THE RENEWED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AMEC GEOMATRIX, INC.**

THIS AMENDMENT NO. 2 TO THE RENEWED Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and AMEC Geomatrix, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "parties").

WHEREAS, the parties had previously entered into a Professional Services Agreement on September 9, 2009 (hereinafter, "Agreement"); and

WHEREAS, the Agreement was amended by the parties on October 21, 2009 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement was renewed by the parties on December 6, 2010 (hereinafter, "Renewal"); and

WHEREAS, the Renewal was amended by the parties on July 8, 2011 (hereinafter, "Amendment No. 1 to Renewal"); and

WHEREAS, additional time and funding is necessary due to continued needs for inspection, monitoring and reporting for the closed County landfills located in Bradley, San Ardo, and Lake San Antonio North Shore to comply with the Waste Discharge Requirements (WDR); and

WHEREAS, the parties wish to extend the term of the renewed Agreement through and including December 31, 2012; and

WHEREAS, the parties wish to further amend the renewed Agreement to increase the total financial compensation by \$63,100 due to the extended term of this Agreement to continue to provide services.

NOW, THEREFORE, the parties agree to amend the renewed Agreement as follows:

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$254,400.

Amendment No. 2 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2012
Not to Exceed: \$254,400

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2009 to December 31, 2012, unless sooner terminated pursuant to the terms of this Agreement.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3 – Scope of Services/Payment Provisions".
4. Except as provided herein, all other terms and conditions of the Renewal to the Agreement remain unchanged and in full force.
5. This Amendment No. 2 to the renewed Agreement shall be attached to the Agreement and incorporated therein as if fully set forth in the Renewal to the Agreement.

Amendment No. 2 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA – Department of Public Works
Term: July 1, 2010 – December 31, 2012
Not to Exceed: \$254,400

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the renewed Agreement as of the day and year written below:

COUNTY OF MONTEREY
By: [Signature]
Contracts/Purchasing Officer

Date: 1-26-12

CONTRACTOR*
AMEC Geomatrix, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)
Anthony D. Daus,

Its: President
(Print Name and Title)

Date: 11-15-11

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: _____
(Print Name and Title)

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 11-18-11

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 12/21

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 2 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2012
Not to Exceed: \$254,400

JAN 25 2012 LA

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the renewed Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

AMEC Geomatrix, Inc.
Contractor's Business Name

Date: 1-26-12

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Print Name and Title)

Date: _____

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Its: MARTIN MULLINS, C.F.O.
(Print Name and Title)

Date: 11-18-11

Date: 11/14/2011

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-17-11

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 2 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - December 31, 2012
Not to Exceed: \$254,400

JAN 25 2012

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EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



SCOPE OF SERVICES
JANUARY 1 THROUGH DECEMBER 31, 2012
Monterey County Department of Public Works
Lake San Antonio North Shore, Bradley, and San Ardo Landfills

The following sections provide a brief description of the proposed scope of services to be provided by AMEC Geomatrix, Inc. (AMEC), for issues relating to the three landfills owned by the Monterey County Department of Public Works, during the January 1 through December 31, 2012, time period. This scope of services only describes work anticipated to be performed during January 1 through December 31, 2012, time frame and does not address all work needed to comply with the Waste Discharge Requirements (WDRs) on an annual or ongoing basis. The landfills are Lake San Antonio North Shore (North Shore), Bradley, and San Ardo landfills located in Monterey County, California. AMEC has subcontracted with BC Laboratories, Inc. (BC), a California-certified laboratory in Bakersfield, California, to provide analytical services and SCS Field Services, Inc. (SCS), in Modesto, California, to provide landfill gas monitoring services.

LAKE SAN ANTONIO NORTH SHORE LANDFILL

The North Shore Landfill is a closed Class III solid waste landfill located approximately 1,500 feet northeast of the north shore of Lake San Antonio. The landfill occupies approximately 2 acres. The landfill is monitored in accordance with Waste Discharge Requirements (WDRs) and the associated Monitoring and Reporting Program (MRP) No. R3-2002-0056 issued by the California Regional Water Quality Control Board – Central Coast Region (RWQCB).

In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in January and July of each year. Monitoring reports are also prepared and submitted to the RWQCB on a semiannual basis. Results of the second quarter (April through June) and third quarter (July through September) monitoring are combined in the first semiannual monitoring report that is submitted to the RWQCB in October. Results of the fourth quarter (October through December) of one year and the first quarter (January through March) of the next year are combined in the second semiannual monitoring report that is submitted to the RWQCB in April. The second semiannual monitoring report also includes a review of the monitoring results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample four groundwater monitoring wells present at the landfill on a semiannual basis for the monitoring parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that each monitoring event will require approximately 1 day to complete. Monitoring reports will be prepared twice a year. These reports will present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

BRADLEY LANDFILL

The Bradley Landfill is a closed Class III solid waste landfill located approximately ½ mile west of the town of Bradley. The landfill occupies approximately 1.1 acres. The landfill is monitored in accordance with WDRs and the associated revised MRP No. 01-086 issued by the RWQCB on June 14, 2010.

In accordance with the WDRs and MRP, groundwater monitoring is conducted on an annual basis, occurring in the second quarter of each year. Monitoring reports are also prepared and submitted on an annual basis. Results of the groundwater monitoring are discussed in the annual monitoring report submitted to the RWQCB in January.

AMEC will sample the four groundwater monitoring wells at the landfill on an annual basis for the monitoring parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected prior to sampling the wells. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that the monitoring event will require approximately 1 day to complete. The annual report will be submitted in January and will present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities.

SAN ARDO LANDFILL

The San Ardo Landfill is a closed Class III solid waste landfill located approximately 1 mile west of the town of San Ardo. The landfill occupies approximately 1.6 acres of a 12-acre parcel. The landfill is monitored in accordance with WDRs and the associated MRP No. 01-085 issued by the RWQCB.

In accordance with the WDRs and MRP, groundwater monitoring is conducted on a semiannual basis, occurring in April and October of each year. Monitoring reports are prepared and submitted on a semiannual basis. Results of the first quarter (January through March) and second quarter (April through June) are combined in the first semiannual monitoring report submitted in July. Results of the third quarter (July through September) and fourth quarter (October through December) are combined in the second semiannual monitoring report submitted in January of the following year. The second semiannual

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



monitoring report reviews the results from the previous year and is submitted to the RWQCB as an annual report of activities at the landfill.

AMEC will sample four groundwater monitoring wells on a semiannual basis for the parameters listed in Table 1 of the MRP. Depth-to-groundwater measurements will be collected from the four wells prior to sampling the wells and piezometer SA-E4. The wells will be purged using an electrical submersible pump and sampled using disposable bailers. Samples will be sent to BC for chemical analysis. It is assumed that each monitoring event will require approximately 1 day to complete. Monitoring reports will be prepared twice a year. These reports will present the results of groundwater monitoring activities, and when appropriate, storm water monitoring activities. The annual report will also include a statistical analysis of water quality parameters as required by the WDRs.

ACTIVITIES TO BE CONDUCTED AT ALL THREE LANDFILLS

The following sections discuss services that will be provided for all three landfill sites.

Landfill Site Inspection

AMEC will conduct landfill site inspections once during the dry season (June through September) and at least once per month during the wet season (October through May) in accordance with the WDRs. A minimum of nine inspections per landfill will be conducted. When possible, site inspections will be conducted concurrently with either groundwater monitoring events and/or storm water inspections. It is assumed that each site inspection will require approximately 2 to 3 hours to complete.

Storm Water Inspection and Reporting

AMEC will perform storm water inspections on a monthly basis during the wet season (October through May) at each landfill. It is assumed that each storm water inspection will require approximately 2 to 3 hours to complete. Some of the storm water inspections will be conducted concurrently with either semiannual groundwater monitoring events and/or site inspections. It is also assumed that two sets of storm water samples will be collected during the wet season at each of the three sites and analyzed for pH, specific conductance, total suspended solids (U.S. Environmental Protection Agency [EPA] Method 160.2), dissolved iron (EPA Method 6010), and oil and grease (EPA Method 413.2). A storm water inspection report will be prepared on an annual basis in accordance with the WDRs. Additional post-storm inspection and sampling (this cost is not included in this estimate) will be conducted on a time-and-material basis as required depending on local weather conditions.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



GeoTracker Submittals

The landfills are subject to the State Water Resources Control Board's GeoTracker reporting requirements. Monitoring data will be submitted to GeoTracker for two semiannual events at each landfill. The cost estimate is based on an estimated level of effort. It is assumed that GeoTracker-ready (properly formatted) analytical data deliverables are provided to AMEC by BC in a timely manner. If needed due to data formatting issues and as authorized by Monterey County, additional time will be billed on a time-and-materials basis.

Landfill Gas Monitoring and Reporting

SCS will provide landfill gas testing services and prepare reports discussing the findings on a quarterly basis for the North Shore and San Ardo landfills. The landfill gas monitoring results will be provided to AMEC and incorporated into the semiannual and annual groundwater monitoring reports.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS



COST ESTIMATE
2012 MONITORING AND INSPECTION SERVICES
Lake San Antonio North Shore, Bradley,
and San Ardo Landfills

Item	Annual Cost
Lake San Antonio North Shore Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,800.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$25,000.00
Bradley Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$5,100.00
GeoTracker Submittals	\$1,100.00
Storm Water Inspection and Reporting	\$2,400.00
Laboratory Analytical Costs ²	\$2,500.00
Subtotal:	\$13,700.00
San Ardo Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,200.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$24,400.00

TOTAL ESTIMATED COST: \$63,100.00

1. Landfill gas monitoring to be conducted by SCS Field Services, Inc.
2. Laboratory services provided by BC Laboratories, Inc.

The total estimated cost for services provided under Amendment No. 2 to the renewed Agreement is \$63,100. Services will be provided on a time and materials basis in accordance with the following Schedule of Charges, less ten percent (10%).

[Signature]
Contractor's Initials

11/16/11
Date

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS



COST ESTIMATE
2012 MONITORING AND INSPECTION SERVICES
Lake San Antonio North Shore, Bradley,
and San Ardo Landfills

Item	Annual Cost
Lake San Antonio North Shore Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,800.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$25,000.00
Bradley Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$5,100.00
GeoTracker Submittals	\$1,100.00
Storm Water Inspection and Reporting	\$2,400.00
Laboratory Analytical Costs ²	\$2,500.00
Subtotal:	\$13,700.00
San Ardo Landfill	
Landfill Site Inspection	\$2,600.00
Groundwater Well Monitoring and Reporting	\$10,200.00
GeoTracker Submittals	\$2,200.00
Storm Water Inspection and Reporting	\$2,400.00
Landfill Gas Monitoring ¹	\$2,000.00
Laboratory Analytical Costs ²	\$5,000.00
Subtotal:	\$24,400.00
TOTAL ESTIMATED COST:	
	\$63,100.00

1. Landfill gas monitoring to be conducted by SCS Field Services, Inc.
2. Laboratory services provided by BC Laboratories, Inc.

The total estimated cost for services provided under Amendment No. 2 to the renewed Agreement is \$63,100. Services will be provided on a time and materials basis in accordance with the following Schedule of Charges, less ten percent (10%).

MM
Contractor's Initials

11/16/2011
Date

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC GEOMATRIX, INC.
SCHEDULE OF CHARGES



Effective March 27, 2009

The Schedule of Charges applies to all services provided by and/or through AMEC Geomatrix, Inc. (AMEC). The schedule of charges may be revised periodically, as conditions require.

LABOR:

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for AMEC are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal	\$218 - 360
Senior Consultant	218 - 360
Senior Decision Analyst	218 - 380
Senior II	180 - 218
Senior I	188
GIS Programmer/Web Designer	144
Project II	140
Project I	130
Field Engineer	118
Staff II	118
Staff I	108
Senior Technician	98
Field Technician	88
CAD/Graphic Designer	98
Project Assistant	78
Technical Editor	91
Support Staff	87

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 18%.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

COMMUNICATIONS CHARGE:

Four percent (4%) of Labor charges for routine photocopying, regular mail postage, and fax/telephone/cellular phone usage.

OUTSIDE SERVICES:

Outside services will be charged at cost plus ^{10%}~~18%~~. Common outside items include: consultants, utility services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

REIMBURSABLES:

Non-routine Photocopies	\$0.12/hsheet
Specialized Computer Applications	\$25.00/hour
Field equipment, vehicles, specialized reproduction	On request

Contractor's Initials: Date: 11/16/11

INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1-1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

AMEC is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.

AMEC Geomatrix

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

AMEC GEOMATRIX, INC.
SCHEDULE OF CHARGES



Effective March 27, 2008

The Schedule of Charges applies to all services provided by and/or through AMEC Geomatrix, Inc. (AMEC). The schedule of charges may be revised periodically, as conditions require.

LABOR:

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for AMEC are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal	\$218 - 360
Senior Consultant	218 - 360
Senior Decision Analyst	218 - 360
Senior II	180 - 218
Senior I	188
GIS Programmer/Web Designer	144
Project II	140
Project I	130
Field Engineer	118
Staff II	118
Staff I	108
Senior Technician	88
Field Technician	88
CAD/Graphics Designer	88
Project Assistant	75
Technical Editor	81
Support Staff	87

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 15%.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

COMMUNICATIONS CHARGE:

Four percent (4%) of Labor charges for routine photocopying, regular mail postage, and fax/telephone/cellular phone usage.

OUTSIDE SERVICES:

Outside services will be charged at cost plus ~~4%~~ ^{10%} *AM*. Common outside items include: consultants, printing services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

REIMBURSABLES:

Non-routine Photocopies	\$0.12/sheet
Specialized Computer Applications	\$25.00/hour
Field equipment, vehicles, specialized reproduction	On request

MM Contractor's Initials 11/16/2011 Date

INVOICES:

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1.2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

AMEC is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.

AMEC Geomatrix

AMENDMENT NO. 3 TO THE RENEWED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AMEC GEOMATRIX, INC.

THIS AMENDMENT NO. 3 TO THE RENEWED Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and AMEC Geomatrix, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, the Parties had previously entered into a Professional Services Agreement on September 9, 2009 (hereinafter, "Agreement"); and

WHEREAS, the Agreement was amended by the Parties on October 21, 2009 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement was renewed by the Parties on December 6, 2010 (hereinafter, "Renewal"); and

WHEREAS, the Renewal was amended by the Parties on July 8, 2011 (hereinafter, "Amendment No. 1 to Renewal"), and January 26, 2012 (hereinafter, "Amendment No. 2 to the Renewed Agreement"); and

WHEREAS, effective January 1, 2012, the CONTRACTOR merged into and is presently conducting business in the name of AMEC Environment & Infrastructure, Inc.; and

WHEREAS, inspection and monitoring services for the closed County landfills located in Bradley, San Ardo, and Lake San Antonio North Shore to comply with the Waste Discharge Requirements (WDR) shall be completed by December 31, 2012; and

WHEREAS, due to continued needs for reporting services for the closed County landfills, additional time is necessary to allow for completion of the semiannual monitoring report and 2012 annual report for the California Regional Water Quality Control Board (CRWQCB); and

WHEREAS, the Parties wish to further amend the renewed Agreement to extend the term to January 31, 2013 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the renewed Agreement as follows:


Amendment No. 3 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - January 31, 2013
Not to Exceed: \$254,400

1. In all places within the Agreement, and any amendment thereto, any reference to AMEC Geomatrix, Inc. is hereby replaced with AMEC Environment & Infrastructure, Inc.
2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2009 to January 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.
3. Except as provided herein, all other terms and conditions of the Renewal to the Agreement remain unchanged and in full force.
4. This Amendment No. 3 to the renewed Agreement shall be attached to the Agreement and incorporated therein as if fully set forth in the Renewal to the Agreement.

Amendment No. 3 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - January 31, 2013
Not to Exceed: \$254,400

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the renewed Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

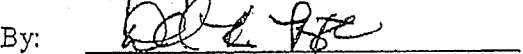
Date: 12-7-12

CONTRACTOR*
AMEC Environment & Infrastructure, Inc.
(F/K/A AMEC Geomatrix, Inc.)
Contractor's Business Name

By: 1/28/12
(Signature of Chair, President or Vice President)

Its: Kendall H. Sherrill, V.P. Finance
(Print Name and Title)

Date: 11/28/12

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Form and Legality
Office of the County Counsel


By: Cynthia L. Olson
Deputy County Counsel

Date: 12-4-12

Its: David K. Baxter, Abolst. Sec.
(Print Name and Title)

Date: 11/28/12

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 4-24-12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

ENTERED
DEC 06 2012
CCC

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 3 to the Renewed Professional Services Agreement
AMEC Geomatrix, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - January 31, 2013
Not to Exceed: \$254,400

AMENDMENT NO. 4 TO THE RENEWED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

THIS AMENDMENT NO. 4 TO THE RENEWED Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and AMEC Environment & Infrastructure, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, the Parties had previously entered into a Professional Services Agreement on September 9, 2009 (hereinafter, "Agreement"); and

WHEREAS, the Agreement was amended by the Parties on October 21, 2009 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement was renewed by the Parties on December 6, 2010 (hereinafter, "Renewal"); and

WHEREAS, the Renewal was amended by the Parties on July 8, 2011 (hereinafter, "Amendment No. 1 to Renewal"), January 26, 2012 (hereinafter, "Amendment No. 2 to the Renewed Agreement), and December 7, 2012 (hereinafter, "Amendment No. 3 to the Renewed Agreement); and

WHEREAS, inspection and monitoring services for the closed County landfills located in Bradley, San Ardo, and Lake San Antonio North Shore to comply with the Waste Discharge Requirements (WDR) was completed by December 31, 2012; and

WHEREAS, due to continued needs for reporting services for the closed County landfills, additional time is necessary to allow for completion of the semiannual monitoring report and 2012 annual report for the California Regional Water Quality Control Board (CRWQCB) that is associated with the inspection and monitoring services for the closed County landfills; and

WHEREAS, the Parties wish to further amend the renewed Agreement to extend the term to March 31, 2013 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the renewed Agreement as follows:

Amendment No. 4 to the Renewed Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - March 31, 2013
Not to Exceed: \$254,400

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from July 1, 2009 to March 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.
2. Except as provided herein, all other terms and conditions of the Renewal to the Agreement remain unchanged and in full force.
3. This Amendment No. 4 to the renewed Agreement shall be attached to the Agreement and incorporated therein as if fully set forth in the Renewal to the Agreement.

Amendment No. 4 to the Renewed Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - March 31, 2013
Not to Exceed: \$254,400

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the renewed Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

AMEC Environment & Infrastructure, Inc.
Contractor's Business Name

Date: 1-31-13

By: [Signature]
(Signature of Chair, President or Vice President)

Its: KENDAN H. SWERRIN VP FINANCE
(Print Name and Title)

Date: 1/25/2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Its: DAVID K. BAYTEL, ASST. SECRETARY
(Print Name and Title)

Date: 1-29-13

Date: JANUARY 25, 2013

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 1-28-13

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

JAN 31 2013

Amendment No. 4 to the Renewed Professional Services Agreement
AMEC Environment & Infrastructure, Inc.
Bradley, San Ardo, and Lake San Antonio North Shore Landfills
RMA - Department of Public Works
Term: July 1, 2010 - March 31, 2013
Not to Exceed: \$254,400