

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND ES ENGINEERING SERVICES, LLC.**

**THIS THIRD AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **ES Engineering Services, LLC.**, ("Consultant") this day of \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract to revise for Landfill Regulatory Services and Phase III Closure Services dated January 18, 2022; and

**WHEREAS**, the original contract was in the amount of \$300,000 with an expiration date of October 31, 2024;

**WHEREAS**, on August 29, 2023, the City Council adopted Resolution No. 164-23 (CM) approving the First Amendment to Contract and amending the Scope of Work, and adding to the contract compensation in the amount of \$150,000 for a contract total amount of \$450,000, and extending the contract term to November 30, 2024; and

**WHEREAS**, on November 12, 2024, the City Council adopted Resolution No. 232-24 (CM) approving the Second Amendment to Contract and adding to the contract compensation in the amount of \$50,000, for a contract total amount of \$500,000, and extending the contract term to June 30, 2025; and

**WHEREAS**, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

**WHEREAS**, the Third Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

***"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."***

Section 2 is hereby amended to read:

***"Section 2. Term of Contract. The term of the Contract shall be extended to June 30, 2026."***

Section 3 and Exhibit "B", both entitled "Schedule of Performance" is hereby amended to read:

***"All work shall be completed by June 30, 2026."***

Section 4 is hereby amended to read:

***"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of One Hundred Seventy-Seven Thousand Two Hundred Eighty Dollars (\$177,280) for professional services."***

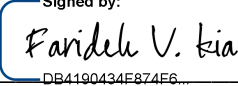
All other terms and conditions of the Contract dated January 18, 2022, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**ES ENGINEERING SERVICES, LLC.**

By \_\_\_\_\_  
Tamara Vides, City Manager

Signed by:  
By  \_\_\_\_\_  
Farideh V. Kia, Senior Project Manager

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

**EXHIBIT "1"**

**FIRST AMENDMENT TO SCOPE OF SERVICES**

The scope of services is as follows:

As described in the attached letter dated December 16, 2024, from Farideh Kia to William Smith concerning the proposal for Environmental Compliance Services at the Watsonville City Landfill.

See attachment labeled **EXHIBIT "1"**.



December 16, 2024

Mr. William Smith  
**City of Watsonville**  
City Hall  
250 Main Street  
P.O. Box 5000  
Watsonville, CA 95077

**Subject: Proposal – Environmental Compliance Services  
Watsonville City Landfill, Watsonville, California**

Dear Mr. Smith:

Montrose Environmental Group (MEG) is pleased to submit this proposal to the City of Watsonville to provide environmental compliance Services for the Watsonville City Sanitary Landfill (WCSL). MEG has in depth knowledge of the site and the current regulatory requirements as we have been providing these Services for the WCSL for over 20 years.

It should be noted that this proposal has been prepared based on our years of experience providing the Services to the City, and our current knowledge of the environmental regulations and the WCSL's current regulatory compliance requirements. Any Changes to the regulations and or site-specific requirements unknown at the preparation time of this proposal could affect the scope and estimated costs provided herein.

### **Scope of Work**

MEG will provide the following services for the 2025 annual budget provided in the attached **Table 1**. As stated before, cost estimates are based on current scope of work MEG is performing. Any change in the scope of work caused by regulation changes affecting the required tasks would affect the costs. Also, any work requests not included herein will be billed under change orders approved by the City.

#### **Task 1 – Quarterly Surface Emission Monitoring**

MEG will perform the quarterly Surface Emission Monitoring at WCSL in compliance with the requirements of California Code of Regulations, title 17, subchapter 10, article 4, subarticle 6, sections 95460 to 95476, Methane Emissions from Municipal Solid Waste Landfills ("regulation"). The purpose of the regulation is to reduce methane emissions from municipal solid waste (MSW) landfills pursuant to the California Global Warming Solutions Act of 2006 (Health & Safety Code, Sections 38500 et. seq.). MEG will review and submit the quarterly data to the Monterey Bay Unified Air Pollution Control District (MBUAPCD). MEG will also prepare an annual report containing the results of the 4 quarterly monitoring events and will submit the report to the MBUAPCD. MEG will communicate with the MBUAPCD and address any comments and/ or concerns regarding the data and reports.

**Task 2 – Semi-Annual Groundwater Monitoring and Reporting**

MEG will perform semi-annual monitoring of eighteen groundwater wells and two agricultural wells per the requirement of the General Waste Discharge Requirements Order No. R3-2020-0001. MEG will evaluate analytical results received from the laboratory, contracted by the City, and will prepare the semi-annual and annual reports, for submittal to Geotracker. MEG will communicate with the Central Board and address their comments and/ or questions, if any.

**Task 3 – Annual Greenhouse Gas (GHG) Reporting**

MEG will process and evaluate the chart recorder reports provided by the City and will calculate the annual volume of landfill gas and methane generated at the WCSL and will enter the data in EPA website e-GGRT for the annual greenhouse gases generated at the landfill. MEG will response to the EPA inquires about the annual reports and will revise the reports, if needed.

**Task 4 – Project Management, and Miscellaneous Consulting**

MEG will provide project management tasks including project schedule development, budget tracking, invoicing, and activity reporting. Over the years MEG has been providing as needed consulting and support to the City for various technical, operational, and regulatory compliance issues, methane exceedances, review of new regulations, when enacted, review of documents provided by other consultants, communications with the regulatory agencies, etc. We have provided an estimated hours for this task. Should, there be a need for additional time based on the City's need and regulatory changes, we will inform and provided the City with a change order to cover the additional costs.

**Task 5 – Semi-Annual PFAS Monitoring**

In 2019, the Central Coast Region Water Quality Control Board (Central Board) identified the Watsonville City Sanitary Landfill (WCSL) as a facility that has accepted, stored, or used materials that may contain per- and polyfluoroalkyl substances (PFAS), and required the City to comply with the Order WQ 2019-0006-DWQ (Order), issued by the Board to determine the presence of PFAS in leachate and groundwater at WCSL.

Upon review of the initial site assessment report provided to the Central Board which indicated presences of PFAS in the groundwater wells at the WCSL, a Technical Workplan, dated October 21, 2021, was prepared, and submitted to the Central Board, that included City's proposed strategy to conduct a 2-year groundwater and leachate sampling for a limited number of sampling points, and analysis for PFAS starting in September 2022 through March 2024 to help assess the extent of PFAS in groundwater at the WCSL, and whether PFAS originating from the Landfill has impacted the water supply Aromas Sand aquifer in the vicinity of the Landfill. In March 2024 the last of the 2-year sampling program event was completed and a report was submitted to the Central Board. Currently the City awaits direction from the Central Board regarding the requirements for the extent and frequency of a routine PFAS sampling at the WCSL. We have included cost for semi-annual PFAS sampling, assuming a similar scope, in case the City would need to continue with the groundwater PFAS monitoring in 2025. The estimated costs in **Table 1** might need adjustments should the scope of new requirements differ from the current program. For the cost estimating purposes, we have assumed groundwater PFAS sampling will be performed concurrent with the semi-annual groundwater sampling events.

**Task 6 – Allowance for Additional Groundwater Pumps**

At the City's request, we have provided costs for purchase and installation of 2 groundwater pumps, if needed. MEG will order the pumps and upon delivery will install the pump in the affected well. For the cost estimating purposes, we have assumed the pumps will be installed during the semi-annual monitoring events.

**Budget/ Schedule**

A breakdown of the estimated costs is shown on **Table 1**. Should there be a need to modify the costs based on the additional project requirements and/ or City's requests, MEG will inform the City of the revised budget for approval prior to conducting the work. Additional work if required and approved by the City will be performed based on the billing rates shown on **Table 1**.

**Limitations**

Information gathered during the project by MEG is considered confidential and will be released only upon written authorization of the City of Watsonville or as required by law. California law Requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or the environment. The work will be consistent with the level of care and skill ordinarily exercised by members of our Profession currently practicing under similar conditions in California. No warranty is expressed or implied. This proposal is the property of MEG and may be used only by the City of Watsonville and only for the Purpose stated, within a reasonable time from its issuance.

Thank you for this opportunity to submit this proposal. Please don't hesitate to call us at 714-815-8210, if you have any questions.

Very truly yours,

**Montrose Environmental Group**



Farideh Kia, PG, CHG, CEM  
Senior Manager

Attachment:

Table 1 –Cost Estimate

<b>Table 1 - Watsonville City Landfill - 2025 Estimated Costs: SEM; Routine Groundwater and PFAS Monitoring; Miscellaneous Landfill Consulting</b>						
	<b>Labor</b>	<b>Hrs./ unit</b>	<b>Rate</b>	<b>Cost</b>	<b>Frequency</b>	<b>Total</b>
<b>Routine Tasks</b>						
<b>Task 1 - Quarterly Surface Emission Monitoring</b>						
Field Schedule/ Preparation						
	Project Manager	3	\$200	\$600	4	\$2,400
	Field Tech II	8	\$115	\$920	4	\$3,680
Quarterly Surface Emission Monitoring						
	Field Tech II	32	\$115	\$3,680	4	\$14,720
	TVA istrument reneal	1	\$800	\$920.00	4	\$3,680.00
	Field Expenses	1	\$1,200	\$1,380.00	4	\$5,520.00
	Travel and incidental	1	\$800	\$800.00	4	\$3,200.00
<b>Reports</b>						
	Data entry	5	\$115	\$575.00	4	\$2,300.00
	Data review/ tables/ map and agency submittal	3	\$200	\$600.00	4	\$2,400.00
	Annual Reports	28	\$200	\$5,600.00	1	\$5,600.00
	Project management/ agency/ client liaison					
	Project Manager					
<b>Task 1 Total</b>						<b>\$43,500</b>
<b>Task 2 - Semi Annual Groundwater Monitoring</b>						
Field Schedule/ Preparation						
	Project Manager	3	\$200	\$600	2	\$1,200
	Field Tech II	3	\$115	\$345	2	\$690
	Field Tech I	4	\$140	\$560	2	\$1,120
Routine Groundwater Monitoring						
	Field Tech II	20	\$115	\$2,300	2	\$4,600
	Field Tech I	20	\$140	\$2,800	2	\$5,600
						\$0
	Field Equipment Reneal			\$2,500	2	\$5,000
	Field Expenses			\$500	2	\$1,000
	Travel and incidental			\$3,500	2	\$7,000

<b>Reports/ Geotracker Submittals</b>						
Data entry	Staff II	60	\$140	\$8,400	2	\$16,800
Semi-annual Report	Senior Staff	30	\$200	\$6,000	1	\$6,000
Annual Report	Senior Staff	35	\$200	\$7,000	1	\$7,000
<b>Task 2 Total</b>						<b>\$56,010</b>
<b>Task 3- EPA Greehhous Gas Report</b>						
	Senior Staff	12	\$200	\$2,400	1	\$2,400
<b>Task 3 Total</b>						<b>\$2,400</b>
<b>Task 4 - Project Management, and Miscellaneous Consulting, As needed</b>						
	Senior Staff	120	\$200	\$24,000	As needed	\$24,000
<b>Task 4 Total</b>						<b>\$24,000</b>
<b>Estimate Total/ Routine GW, SEM, GHG, Consulting</b>						<b>\$125,910</b>
<b>Additioanl Tasks/ Services, If Needed</b>						
<b>Task 5 - PFAS if needed (Assumes it is done at the same time as grounwater monitoring)</b>						
<b>Field Schedule/ Preparation</b>						
	Project Manager	2	\$200	\$400	2	\$800
	Field Tech II	3	\$115	\$345	2	\$690
	Field Tech I	3	\$140	\$420	2	\$840
<b>PFAS Groundwater Monitoring</b>						
	Field Tech II	16	\$115	\$1,840	2	\$3,680
	Field Tech I	16	\$140	\$2,240	2	\$4,480
<b>Field Equipment Reneal</b>				\$1,000	2	\$2,000
<b>Field Expenses</b>				\$500	2	\$1,000
<b>Travel and incidental</b>				\$1,000	2	\$2,000
<b>Reports/ Geotracker Submittals</b>						
Data entry	Staff II	20	\$140	\$2,800	2	\$5,600
PFAS Report	Senior Staff	30	\$200	\$6,000	2	\$12,000

<b>Total Task 5 - PFAS-Semi-annual</b> <i>(Assumes it is done at the same time as grounwater monitoring)</i>	<b>\$33,090</b>
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**Task 6 - Additional Groundwater Pumps Purchase and Install**

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<b>Field Schedule/ Order Pump</b>						
	Project Manager	2	\$200	\$400	2	\$800
	Field Tech I	3	\$140	\$420	2	\$840
Pump Pick up/ Field Installation	Field Tech I	20	\$140	\$2,800	2	\$5,600
	Pump	1	\$4,800	\$5,520.00	2	\$11,040

<b>Total Task 6 - Assumes pumps will be installed at the same time as grounwater monitoring</b>	<b>\$18,280</b>
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<b>Grand Total Tasks 1 through 6</b>	<b>\$177,280</b>
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