

AGREEMENT BETWEEN THE COUNTY OF LAKE AND
SCS FIELD SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM, OPERATION,
MONITORING, MAINTENANCE AND AIR COMPLIANCE REGULATORY REPORTING
SERVICES AT THE EASTLAKE LANDFILL IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this _____ day of _____, 2021, by and between the County of Lake, hereinafter referred to as "COUNTY", and SCS Field Services, hereinafter referred to as "CONTRACTOR".

WHEREAS, COUNTY has identified the need for professional services for the gas collection system at the Eastlake Landfill; and

WHEREAS, COUNTY solicited bids for said services and CONTRACTOR was the only respondent; and

WHEREAS, CONTRACTOR warrants that it is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.
CONTRACTOR'S RESPONSIBILITIES

- A. CONTRACTOR shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONTRACTOR's receipt of a COUNTY issued Notice to Proceed. CONTRACTOR shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONTRACTOR control.
- C. CONTRACTOR's lead personnel and those of its subcontractors that will be associated with the services provided pursuant to this agreement shall be those designated in Exhibit "A", attached hereto and incorporated herein. At no time shall CONTRACTOR replace project personnel or subcontractor(s) unless previously approved in writing by COUNTY.
- D. If during the term of this agreement the CONTRACTOR discovers any errors, inconsistencies, or omissions in the CONTRACTOR's documents, CONTRACTOR shall promptly notify the County Project Manager, in writing, of the possible error, inconsistency or omission.

II.
COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONTRACTOR's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONTRACTOR all data in COUNTY's possession relating to CONTRACTOR's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONTRACTOR as required for CONTRACTOR's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services.
- D. Timely Review: COUNTY will examine CONTRACTOR's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other CONTRACTORS as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.
- E. Prompt Notice: COUNTY will give prompt written notice to CONTRACTOR whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's services, or of any defect in the work of CONTRACTOR.
- F. If during the term of this agreement the COUNTY discovers any errors, inconsistencies or omissions in the contract documents, the County Project Manager shall promptly notify the CONTRACTOR, in writing, of the possible error, inconsistency or omission.
- G. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- H. Asbestos or Hazardous Substances and Indemnification: To the maximum extent permitted by law, COUNTY will indemnify CONTRACTOR and CONTRACTOR's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III.

CONTRACTOR'S REPORT AND/OR MEETINGS

- A. The CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONTRACTOR is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONTRACTOR's Project Manager shall communicate with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV.

SUBCONTRACTORS

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
2. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
3. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
4. CONTRACTOR shall pay its subcontractors within forty five (45) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
5. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Prompt Payment of Funds Withheld to Subcontractors

1. The COUNTY shall hold retainage from the prime CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to the prime CONTRACTOR based on these acceptances. The prime CONTRACTOR, or subCONTRACTOR, shall return all monies withheld in retention from a subCONTRACTOR within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subCONTRACTOR to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient subCONTRACTOR performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime CONTRACTOR and subCONTRACTORS.

2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

V.

COMPENSATION AND TERMS OF PAYMENT

Payment to CONTRACTOR will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONTRACTOR for all services performed under this AGREEMENT. Invoices shall reference the project title and shall provide a breakdown of percentage of work completed by project phase. Invoices are due and payable upon receipt. Invoices shall be mailed to the Public Services Department at the following address:

County of Lake
Public Services Department
333 Second St.
Lakeport, California 95453

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONTRACTOR for services within sixty (60) days of the date due for any uncontested billing, CONTRACTOR may, after giving seven (7) days written notice to COUNTY, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, CONTRACTOR will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The COUNTY agrees to pay CONTRACTOR an annual sum not-to-exceed one hundred six thousand dollars (\$106,000.00), including cost of labor and expenses, to perform the professional services provided by this agreement and as presented in Exhibit "A", attached hereto and incorporated herein. Total payments to CONTRACTOR shall not exceed the stipulated sum, including the estimated expenses for each task described therein, without prior written authorization by COUNTY and formal Amendment to this Agreement.

VI. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on

June 30, 2022, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VII. DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

VIII. TERMINATION

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Services upon thirty (30) days written notice to CONTRACTOR.

Upon termination prior to the full and satisfactory completion of CONTRACTOR's performance under this Agreement, COUNTY shall not be liable to pay CONTRACTOR the total compensation set forth in Article V of this Agreement, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

If this agreement is terminated by COUNTY as a result of alleged negligence, errors or omissions by CONTRACTOR in the performance of its services under this agreement, COUNTY shall have the right to withhold payment due in an amount that is in proportion to the amount found to arise from CONTRACTOR'S negligence, errors or omissions. The proportioned amount shall be withheld until settlement or adjudication.

IX. INSURANCE

CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONTRACTOR and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONTRACTOR shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001, or its equivalent) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONTRACTOR's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- E **Subcontractors.** CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONTRACTOR

described with particularity hereinbelow.

- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONTRACTOR's insurance on Form CG 20 10 11 85, or its equivalent. CONTRACTOR shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONTRACTOR, the CONTRACTOR's Commercial General Liability insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONTRACTOR under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONTRACTOR agrees to maintain required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONTRACTOR may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and SCS Environmental CONTRACTORS and Contractors, as additional insured.

X.
INDEMNIFICATION - HOLD HARMLESS

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, to the extent of the indemnifying party's own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees.

This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

CONTRACTOR's obligations under this Section shall survive the termination of the Agreement.

XI.
CONTRACTOR'S WARRANTIES

CONTRACTOR hereby makes the following representations and warranties:

- A. **Standard of Care.** CONTRACTOR represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated subCONTRACTORS, in a manner according to generally accepted practices of the CONTRACTOR's or subCONTRACTOR's profession.

If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article VII; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONTRACTOR shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY

to enter into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY

3. In the event that any of CONTRACTOR's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONTRACTOR's control, CONTRACTOR shall be responsible for timely provision of adequately qualified replacements.

- B. **Non-Discrimination in Employment.** In the performance of the work authorized under this Agreement, CONTRACTOR shall not unlawfully discriminate against any qualified worked because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

- C. **Adherence to Applicable Disability Law.** CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

- D. **HIPAA Compliance.** CONTRACTOR will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONTRACTOR agrees that in the performance of work under this Agreement, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

- F. **Interest of CONTRACTOR.** CONTRACTOR hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

- G. **Covenant Against Contingent Fees.** The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full

amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- H. **Laws to be observed.** CONTRACTOR will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONTRACTOR or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONTRACTOR's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XII. ASSIGNMENT

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIII. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Agreement, CONTRACTOR is an independent CONTRACTOR and is not an employee, agent or servant of COUNTY. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONTRACTOR is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONTRACTOR and CONTRACTOR's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XIV. MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Director of Public Services.

- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XV.
ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVI.
OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONTRACTOR shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONTRACTOR under this agreement; further, the CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONTRACTOR.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVII.
RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONTRACTOR, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audits, examinations, excerpts, and

transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

XVIII.
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

XIX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XX.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXI.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONTRACTOR hereby expressly and irrevocably waives its right to such remedy.

XXII.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this contract, shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONTRACTOR to further disclose such information or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.

- D. The CONTRACTOR shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONTRACTOR to any entity, other than the COUNTY.

XXIII.
NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code, Section 10296, the CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court that orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

XXIV.
NON-DISCRIMINATION

- A. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTORS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTORS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXV.
DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.
- D. COUNTY shall not withhold amounts from the CONTRACTOR's compensation to impose a penalty or liquidated damages on CONTRACTOR, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless CONTRACTOR agrees. In the event of a dispute arising from a Change Order for which the County contends CONTRACTOR is responsible, the COUNTY may withhold fees from the CONTRACTOR equal to the value of that portion of the Change Order directly caused by CONTRACTOR'S alleged errors or omissions which fell below the standard of care or ten percent (10%) of CONTRACTOR'S total fees, whichever is lesser. Thereafter, COUNTY and CONTRACTOR agree to meet in good faith within 30 days of the disputed Change Order issue arising and to negotiate and resolve any fee dispute arising from alleged error or omission. If good faith negotiations do not resolve the dispute, COUNTY and CONTRACTOR shall enter into voluntary mediation (fees to be split equally) to work to resolve any fee dispute arising from alleged error or omission.

XXVI.
SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation

of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XXVII.
STATEMENT OF COMPLIANCE

The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXVIII.
CONFLICT OF INTEREST

- A. The CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXVIII.
REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXIX.
PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXX.
CONTINGENT FEE

The CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XXXI.
AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONTRACTOR may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

XXXII.
EVALUATION OF CONTRACTOR

The CONTRACTOR's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

XXXIII.
NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY of Lake
333 Second St
Lakeport, California 95453
Attn: Lars Ewing, Public Services Director

SCS Field Services
4730 Enterprise Way Suite A
Modesto, CA 95356
Attn: Arthur E. Jones, Vice President

XXXIV.
PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:

SCS Field Services:

Chair, Board of Supervisors



Arthur E Jones, SCS Field Services
Vice President

ATTEST: CAROL J. HUCHINGSON
CLERK OF THE BOARD
OF SUPERVISORS

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

SCS FIELD SERVICES

July 7, 2021

Proposal Number 07217101.00

Mr. Kris Byrd
Landfill Manager
County of Lake
Public Services Department
333 Second Street
Lakeport, California 95463

Subject: Proposal for Landfill Gas (LFG) Collection System, Operation, Monitoring, Maintenance and Reporting Services at the Eastlake Municipal Landfill, Lake County, California

Dear Mr. Byrd:

In response to your recent request, SCS Field Services (SCS) is pleased to submit the following Scope of Work, Assumptions and Conditions, and Compensation for the subject services. The Scope of Work has been provided to operate, monitor and maintain (OM&M) of the LFG collection system, extraction wells, probes and structure monitoring, at the Eastlake Sanitary Landfill located in Lake County, California. The scope of work, described below, is based on the permit requirements issued by the Lake County Air Quality Management District (LCAQMD) and the AB 32 Landfill Methane Rule (LMR) requirements. The OM&M service period will be from July 1, 2021 through June 30, 2022. SCS understands that County personnel will be checking the LFG flare and collection system during weeks we are not on-site.

SCOPE OF WORK

SCS will operate, monitor, maintain and perform the necessary reporting services for the facilities such that operational goals established by the County, regulatory compliance established by the LCAQMD Authority to Construct (A/C 2013-14) and the LMR are met. The work scope detailed herein will become effective upon authorization by the County. SCS proposes to divide the necessary services into the following categories:

- Task 1 – Routine Monthly Operation, Monitoring, Maintenance and Reporting
- Task 2 – Non-Routine Repair and Maintenance Services
- Task 3 – Surface Emissions Testing
- Task 4 – Surface Emissions Re-testing
- Task 5 – Surface Emissions Reporting
- Task 6 – Flare Stack Emissions Testing
- Task 8 – Annual LFG Throughput Reporting
- Task 8 – Annual Landfill Methane Rule Reporting
- Task 9 – Annual Greenhouse Gas Reporting





TASK 1 – ROUTINE OPERATION, MONITORING, MAINTENANCE AND REPORTING

SCS will provide labor, equipment, and instrumentation to implement the following routine operation, monitoring, and maintenance program for the LFG collection and control system (GCCS):

Monitoring

Monthly

Once per month, the Blower/Flare Station (BFS) will be monitored. Data will be collected, recorded and stored in SCS Etools® Management System for the following:

- Date, time and monitoring personnel
- Meteorological conditions (i.e. wind velocity, barometric pressure, ambient temperature, weather conditions, etc.)
- Extraction blower operating inlet/outlet temperatures and pressures
- Methane, oxygen, carbon dioxide, and balance gas concentrations at flare inlet
- Flare exit gas temperature
- LFG flow rate to flare
- Flare combustion louver and flow control valve positions
- Supply air pressures to BFS components and condensate handling systems (where applicable)
- Check air compressors and oil level (where applicable)
- Check pilot ignition system propane storage tank level.

Operation

Monthly

Once each month, the LFG extraction vertical and horizontal wells and BFS total flow will be monitored and adjusted as required/needed to help control LFG migration, odors and to meet specific site permit and regulatory agency requirements and conditions. In addition to the parameters below, SCS will document testing protocols and instrumentation calibration. Data will be collected, recorded and stored in SCS Etools® Management System for the following:

- Meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.)
- LFG temperature and flow
- Wellhead and Lateral Pipeline vacuum/static pressure (where applicable)
- Methane, oxygen, carbon dioxide and balance concentrations



Once each month, main pipeline access ports (where applicable) will be tested for pressure and LFG composition. The results will also be stored in SCS Etools[®] Management System and analyzed for long-term trends (i.e. pressure drops indicating possible condensate blockages, breakage, etc.).

Quarterly

Once per quarter, the perimeter compliance gas probes will be tested and data retained for inclusion into SCS Etools[®] Management System as required by the Local Enforcement Agency and Title 27 of the CCR. Test parameters will include the following:

- Date, time and monitoring personnel,
- Meteorological conditions (i.e., wind velocity, barometric
- Pressure, ambient temperature, weather conditions, etc.)
- Static pressure,
- Methane, oxygen, carbon dioxide and nitrogen (balance) gas concentrations

Once each quarter, the on-site building will be monitored in accordance with Title 27 of the California Code of Regulations (CCR). In addition to the below parameters, SCS will document testing protocols and instrument calibration, locations of area readings equal to or in excess of 1.25 percent by volume in air will be recorded (and appropriate County personnel notified immediately) along with the following:

- Date, time and monitoring personnel meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.)
- Methane and oxygen gas concentrations

Once per quarter, SCS personnel will perform calibration and verify functionality of the on-site structure methane sensors located in the scale house and maintenance facilities. SCS will calibrate the Sierra Monitor Sensors in accordance with the manufactures recommendations.

Maintenance

Monthly

Once each month, condensate traps/sumps (including pumps, air supply lines, pump cycle counters etc.) will be checked and observed for proper operation.

Once each month, the operation of LFG control system blowers, flame arresters, flares (including burner heads), well field, condensate sumps/pumps, and chart recorder media will be observed and checked for the following:

- Proper operation
- Accessibility
- Vandalism
- Malfunctions



- Leaks

Once each month, active/inactive blower operation will be rotated.

Once each month, chart recorder media will be downloaded and changed if needed

Quarterly

- Once each quarter, all the alarm signals (i.e. blower failure, flame failure, low/high temperature, etc.) will be simulated for proper operation and notification (if applicable).
- Once each quarter, the blowers (and electrical motor) bearings will be lubricated in accordance with the manufacturers' specifications.
- Once each quarter, the flame arrester will be observed and checked.

Reporting

Monthly

Once each month, SCS will prepare a detailed report for the County containing the data collected, equipment calibration logs, recommendations and a summary of activities performed on the project during the reporting period. Reports will be submitted to the County before the 25th of each month.

TASK 2 - NON-ROUTINE REPAIR AND MAINTENANCE SERVICES

Non-routine services consist of, but not limited to items such as:

- Call out by the Blower/Flare Station automatic alarm notification system or County personnel.
- Repair of main header line breaks (resulting in no gas flow).
- Repair or replacement of broken valves, flex hoses and condensate pumps.
- Repair of above or below grade LFG and condensate piping.
- Extension of LFG extraction wells/relocation of collection system piping.

Non-routine service will be performed subsequent to notification and authorization from County personnel. In addition, SCS staff would respond to emergency conditions, as needed, 24 hours per day, 7 days per week.

TASK 3- INTEGRATED AND INSTANTANEOUS SURFACE EMISSIONS MONITORING

Quarterly integrated SEM (and instruments utilized) will be performed in accordance with LMR requirements. SCS will perform integrated monitoring over the landfill surface area in the required 50,000 square foot grid patterns. Monitoring will be performed in accordance with the approved



alternatives for field work following rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by LCAQMD). A portable wind station with recording capabilities will be set up prior to monitoring to verify meteorological conditions are maintained. Integrated monitoring will be performed concurrently with the instantaneous monitoring and will be performed on paths of approximately 25 or 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern. Monitoring will be performed with the detector inlet held within 3 inches above the ground surface. Grid locations exceeding 25 ppmv observed during integrated testing will be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the County. Any locations exceeding 200 ppmv will be recorded using GPS coordinates. In addition, any locations exceeding the 500 ppmv limit will be recorded GPS coordinates. These locations will then be documented into a site drawing for landfill surface or GCCS repairs. During these activities, the landfill cover/surface will be visually inspected for integrity, breaches, or erosion.

Pressurized Pipe and Component Leak Monitoring

Quarterly leak monitoring (and instruments utilized) will be performed in accordance with LMR regulatory requirements. SCS will perform landfill gas pressurized pipe and component leak monitoring at the flare station. Monitoring will be performed with the detector inlet held one half of an inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv will be recorded, tagged and submitted to the County for repairs if needed.

If monitoring indicates no exceedances after four consecutive quarters then monitoring spacing can be increased to 100 foot spacing. If any exceedances are detected during the quarterly monitoring and cannot be remediated or repaired within 10 calendar days will result in a return to quarterly monitoring of the landfill on 25 foot spacing. In addition, any exceedances detected during any compliance inspections will result in a return to monitoring of the landfill on 25 foot spacing.

TASK 4 – FOLLOW UP EXCEEDANCE MONITORING

Instantaneous and Integrated monitoring

Within 10 calendar days from an initial integrated or instantaneous exceedance, 25 and 500 ppmv, respectively, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with monitoring procedures described in Task 3. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

If the re-monitoring results indicate a second exceedance within 10 calendar days, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with monitoring procedures described in Task 3. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

If the re-monitoring results indicate a third exceedance the County must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days



from the third exceedance. SCS will mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with monitoring procedures described in Task 3. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

Pressurized Pipe and Component Leak Monitoring

Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, SCS will mobilize to the site (following remediation or repairs and perform re-monitoring in accordance with monitoring procedures described in Task 3 to verify repairs were successful.

TASK 5 – SEM REPORTING

A detailed written report summarizing the results of monitoring activities will be provided to the County within 30 days of the surface emissions testing event. A draft report and documents will be delivered to the County for review. Final deliverables will incorporate County comments and be prepared in a format that could be submitted to regulatory agencies.

TASK 6 – FLARE STACK EMISSIONS SOURCE TESTING

SCS will provide labor equipment, subcontractor and materials to perform the annual engineering source test to comply with LCAQMD Permit number AC-2013-14. As required, prior to the test date, SCS will provide the LCAQMD and the County with the source test protocol, procedures and analysis for review and approval.

Prior to submittal of the test report SCS will perform a review of the test results and report for accuracy and will note any potential compliance issues.

TASK 7 – ANNUAL LFG THROUGHPUT REPORTING

SCS will compile and provide to the County data for inclusion in the 2021 LFG Throughput Worksheet to the LCAQMD. The throughput report data would be compiled and calculated from the existing monitoring data SCS maintains for the Site and from annual source test data provided by the County. Data compiled and calculated by SCS would include:

- GCCS operating hours
- Volume of LFG collected
- Volatile organic compound (VOC) collection rate
- VOC release rate
- Methane collection rate
- Methane release rate
- LFG flow rate
- Non-methane organic compound (NMOC) emission rate

The County will provide other data required by the throughput form, including:

- The waste placement rate by month



- A Statement of Compliance with permit conditions
- Quantity and type of non-LFG fuel used

A draft report will be completed 1 to 2 weeks prior to the submittal deadline, and SCS will submit the final report prior to the deadline

TASK 8 –ANNUAL CALIFORNIA LANDFILL METHANE RULE REPORTING

Annual Reports must include the following information:

- General site information,
- Total volume of LFG collected for the year (reported in standard cubic feet (scf),
- Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
- Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
- Date GCCS installed,
- Percent methane destruction efficiency,
- Volume and composition of gas shipped off-site,
- Type and amount of supplemental fuels burned with the LFG,
- Recent topographic map, and;
- All required monitoring data.

Note that the LCAQMD has been delegated by the California Air Resources Board (CARB) to administer the LMR. SCS will compile the required data into a report in a format suitable for submittal to LCAQMD. SCS will provide a draft of the report to County for review. This scope includes one round of review and revision. After incorporating the County's comments, SCS will finalize and submit to the LCAQMD.

A draft report will be completed 1 to 2 weeks prior to the submittal deadline of March 15, and SCS will submit the final report prior to the deadline

TASK 9 –ANNUAL GREENHOUSE GAS REPORTING

The County is required to report GHG emissions under the federal mandatory reporting rule (MRR). We are including in this proposal a task for completing the reporting for each calendar year inventory reporting which will be due on March 31 of the following year.



Annual Reporting Requirements

Annual Reports must include the following information:

- General site information
- Total volume of LFG collected (reported in standard cubic feet (scf),
- Average methane fraction of LFG collected over the reporting period,
- GCCS uptime and description,
- Waste placement history,
- General stationary combustion emissions,
- Site capacity and closure information,
- Cover types,
- GCCS extent, and;
- Waste depths.

Assuming we receive advance authorization from the County, SCS will begin work on this assignment in February of each year. A draft inventory will be completed 1 to 2 weeks prior to the submittal deadline of March 31 and provided in an Excel file. With County's approval of the draft report, SCS will generate a computer-readable file suitable for upload to the EPA's reporting software and submit the final report prior to the deadline.

ASSUMPTIONS AND CONDITIONS

Assumptions and Conditions for the Scope of Work are provided in Attachment A.

COMPENSATION

The compensation for this work is shown in Attachment B. As requested, SCS has provided our budgets for one year. Our Standard Fee Schedule which will be used for any time and materials tasks for non-routine or other undefined work is shown in Attachment C.

Please feel free to contact either of the undersigned if you have any questions. We are committed to providing you the best service.

Very truly yours,

Arthur E Jones Jr
DSW Region Manager /VP
SCS FIELD SERVICES

Anton Svorinich
PNW Region Manager/VP
SCS FIELD SERVICES

ATTACHMENT A
ASSUMPTIONS AND CONDITIONS

ATTACHMENT A
ASSUMPTION AND CONDITIONS
FOR THE EASTLAKE LANDFILL
LAKE COUNTY, CALIFORNIA
July 7, 2021

1. SCS will be responsible for LFG collection system operation, monitoring, and maintenance as described in this proposal. The Eastlake LFG system consists of 21 vertical extraction wells, 9 horizontal extraction trenches, 4 condensate sumps, one air compressor, 2 LFG blowers, 1 Perennial flare and appurtenant electrical panels and controls.
2. The on-site automatic dialer alarm system will immediately notify County or SCS personnel of a Blower/Flare Station shutdown. Response to shutdowns can be performed under Task 2 non-routine services section of this proposal.
3. All routine operation, monitoring, and maintenance can be completed by a one-man field crew; all monitoring and adjustment of extraction wells can be accomplished without entering vaults greater than 4 feet deep.
4. This bid price is valid for a period of 60 days from the date of this submittal.
5. SCS will not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.
6. SCS takes no legal responsibility for any of the potential hazards associated with the LFG condensate.
7. Meetings with LCAQMD or other regulatory agencies are considered non-routine work.
8. The routine portion of this proposal does not include cost for repair and/or replacement spare parts, consumables or materials (e.g., propane, chart paper, belts, grease/oil, and/or filters, etc.).
9. The County is responsible for ensuring that SCS and County personnel are the only parties designated to operate or adjust the subject facilities.
10. Unrestricted site access for personnel, equipment, and materials to enable completion of work.
11. SCS will prepare and maintain a site specific Health and Safety Plan. The routine work will be performed in OSHA Level D protection and in accordance with SWANA Landfill Gas Management Division, "A Compilation of Landfill Gas Field Practices and Procedures", dated August 2011.



12. At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement be interpreted to permit SCS to assume the status of a “generator”, “transporter”, or “treatment, storage, or disposal facility” under state or federal law.
13. The County will provide SCS, prior to start of work, available information regarding manufacturer’s operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements and/or permits.
14. Laboratory services (if required) are by others. If requested, this work can be performed under Task 2 non-routine services section of this proposal.
15. SCS shall be responsible for providing the necessary portable field instrumentation and small hand tools required to support the performance of the Scope of Services.
16. Routine service will be performed during normal working hours (between the hours of 8:00 a.m. and 5:00 p.m.), 8 hours per day or 40 hours per week, 5 days per week, excluding holidays.
17. This proposal (bid) and Assumptions and Conditions shall become a part of a mutually satisfactory contract agreement or purchase order.
18. This proposal assumes the utilization of non-union, non-prevailing wage labor rates, unless required by Department of Industrial Relations and the County.
19. All Quarterly SEM can be completed by a one to four-person field crew.
20. Any and all repairs of locations exceeding 500 ppmv or grid areas in excess of 25 ppmv is excluded from our proposal, and can be performed at additional cost if requested by the County.
21. SEM costs assume that each event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of SCS’s control require additional time to complete the monitoring.
22. The Scope of Work includes labor, tool truck and field instrumentation. The cost for Task 1 is based on 8-hour work days during normal business hours (Monday through Friday 8 am – 5 pm). Additional time may be needed if meteorological conditions result in delays.
23. This proposal does not include costs for meeting with regulatory agency representatives during SEM events.



24. Unrestricted site access for personnel, equipment, and materials to enable completion of work will be provided.
25. This proposal assumes that all overgrown vegetation along the SEM pathways will be mowed or cleared prior to the monitoring event.
26. SCS will rely on existing information maintained by the County for reporting purposes.
27. SCS has much of the necessary reporting information available from our previous design and field operation and maintenance assignments. Any additional information needed will be provided by the County to SCS and in a timely manner. At the project onset we will provide a list of needed information.
28. Review is limited to one round of comments on each deliverable.
29. As requested the effective date of the cost proposal is July 1, 2021 and the attached fee schedule is effective from July 1, 2021 through June 30, 2022. SCS understands that modifications to the fee schedules and contract rates may be adjusted annually based on the Consumer Price Index for Urban Wage Earner and Clerical Workers for the San Francisco-Oakland-San Jose Area as published by the US Department of Labor for the duration of the contract period.
30. If new regulatory requirements are triggered during the contract period, SCS will likely need to update its scope or work and cost to address those requirements.

ATTACHMENT B
COST PROPOSAL

	number of units	cost per unit	2021-22 estimated expense
LFG System O & M Task 1			
Routine O & M Flare	12	\$2,375	\$28,500
Non-Routine Repair and Maintenance (Budgetary Estimate only) - Task 2	1	\$30,000	\$30,000
Quarterly Surface Emissions Monitoring (SEM) & Reporting - Task 3			
(Note that site is currently performing testing on a combined 25 to 100 foot pathway, cost for 25 foot pathway is being supplied in case 25 Foot Pathways (Currently not needed)	4	\$5,040	\$20,160
100 Foot Pathways (Current cost 36250/event)			
Follow Up Surface Testing if needed (Budgetary Estimate only) - Task 4	1	\$5,000	\$5,000
Surface Emissions Reporting - Task 5	4	\$500	\$2,000
Flare Stasck Emissions Testing and Reporting - Task 6	1	\$9,500	\$9,500
Annual LFG Throughput Reporting - Task 8	1	\$2,652	\$2,652
AB32 Landfill Methane Rule (LMR) Compliance - Task 9	1	\$4,250	\$4,250
EPA GHG Reporting	1	\$3,725	\$3,725
Total Budget Estimate for Task 4			\$105,787

ATTACHMENT C
STANDARD FEE SCHEDULE

**OM & M
FEE SCHEDULE**

(Effective July 1, 2021 through June 30, 2022)

Technical Field Personnel	Rate (\$)/Hour
Laborer	62
Fusion Technician	80
Technician	80
Systems Specialist.....	80
Equipment Operator.....	92
Foreman	97
Plant Operator	98
Senior Technician	110
Superintendent	118
Mechanic.....	118
Senior Superintendent.....	144
Controls Specialist/Network Engineer/Drone Pilot.....	165
Network Engineer II	170

Technical Field Personnel (Prevailing Wage Only if needed)	Rate (\$)/Hour
Laborer	160
Operator	195

Management/Support Personnel	Rate (\$)/Hour
Secretarial	58
Project Administrator.....	75
Field Data Analyst	85
Senior Field Data Analyst.....	115
Senior Project Administrator	90
Administrative Coordinator	110
Designer/Drafter	113
Project Coordinator/Accountant	122
Field Project Coordinator.....	139
Project Professional/H&S Specialist.....	150
Regional Field Compliance Auditor	172
Controls & Instrument Engineer.....	175
Product Development Manager	185
System Integrator/Product Manager/Business Manager.....	190
Project Manager/H&S/National Compliance Manager	215
Senior Project Professional	216
Developer	225



Management/Support Personnel	Rate (\$)/Hour
RMC Business Manager	225
Sr. Project Manager	240
National RMC Director.....	240
Sr. Project Advisor.....	245
Regional Manager/Project Director	275

<u>Engineering Personnel</u>	<u>Rate / Hour</u>
Principals.....	See Note 10
Engineering Project Director	\$265.00
Engineering Senior Project/Technical Manager	250.00
Engineering Project Manager II.....	205.00
Engineering Project Manager II.....	196.00
Certified Industrial Hygienist	190.00
Engineering Senior Project Professional II.....	175.00
Engineering Senior Project Professional I	160.00
Engineering Project Professional II	153.00
Engineering Project Professional I.....	143.00
Engineering Staff Professional II.....	125.00
Engineering Staff Professional I	115.00
Engineering Associate Professional.....	110.00
Engineering Project Administrator	110.00
Engineering Designer.....	110.00
Engineering Draftsperson	90.00
Senior Engineering Technician.....	100.00

General Terms

1. Labor rates are in effect until June 30, 2022. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.57 per mile and is subject to change per Federal IRS laws.

Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)

3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs and a \$55 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client requested work, a \$55 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$125 per night. SCS Field Services will make every effort to find the most cost efficient hotels. In some high expense locations, hotel rates may be above \$125 per night. Hotel and per diem expense will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

**OM&M
FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS**
(Effective July 1, 2021 through June 30, 2022)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate.....	2,775/month
GEM 5000 w/H₂S/CO	
• Daily Rate	200/day
• Weekly Rate	600/week
• Monthly Rate.....	3,000/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor:	
• Daily Rate	200/day
• Weekly Rate	600/week
• Monthly Rate.....	3,000/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	50/day
4 Gas Meter	50/day
Magnehelic Pressure Meter	10/day
Digital Readout Thermocouple.....	25/day
Dewatering Pump (Trash Pump)	45/day
Dräger Detector Tubes/Pump	20/each
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate	450/week
• Monthly Rate.....	2,250/month
RKI Eagle II:	
• Daily Rate	150/day
• Weekly Rate	450/week
• Monthly Rate.....	2,250/month



Rate (\$)

Air Sampling Station:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 750/month

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 750/month

- PAS 3000 Personal Air Sampling Pump 25/day
- Tedlar Bag (10-Liter) 40/each
- Non-Contaminating Air Sampling Pump 25/day
- Interface Probe 50/day

Handheld GPS:

- Daily Rate 25/day
- Weekly Rate 75/week
- Monthly Rate 375/month

Submersible Pump:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 750/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate 60/week
- Monthly Rate 300/month

Water Level Meter w/Temperature:

- Daily Rate 45/day
- Weekly Rate 135/week
- Monthly Rate 675/month

100-Foot Temperature Probe:

- Daily Rate 15/day
- Weekly Rate 45/week
- Monthly Rate 225/month

	Rate (\$)
Teflon Well Bailer	25/each
Vacuum Box/Carbon Canister and Blower	150/day
Tool Truck	18/hour
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	110/day
• Weekly Rate	330/week
• Monthly Rate.....	1,650/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	135/day
• Weekly Rate	405/week
• Monthly Rate.....	2,025/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	180/day
• Weekly Rate	540/week
• Monthly Rate.....	2,700/month
No. 412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	275/day
• Weekly Rate	825/week
• Monthly Rate.....	4,125/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	475/day
• Weekly Rate	1,425/week
• Monthly Rate.....	7,125/month
No. 824 P.E. Fusion Machine (8"-24"):	
• Daily Rate	950/day
• Weekly Rate	2,850/week
• Monthly Rate.....	14,250/month
Trackstar 500 Fusion Machine	
• Daily Rate	425/day
• Weekly Rate	1,275/week
• Monthly Rate.....	6,375/month

	Rate (\$)
Sidewinder Fusion Machine	
• Daily Rate	150/day
• Weekly Rate	450/week
• Monthly Rate	2,250/month
Electrofusion Processor Machine:	
• Daily Rate	175/day
• Weekly Rate	525/week
• Monthly Rate	2,625/month
Leister Extrusion Welding Gun	150/day
Air Compressor	60/day
Arc Welder	75/day
Generator (3,500-Watt)	60/day
Generator (5,000-Watt)	75/day
Generator (6,000-Watt)	80/day
Generator (8,000-Watt)	85/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate	40/day
• Weekly Rate	120/week
• Monthly Rate	600/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate	60/day
• Weekly Rate	180/week
• Monthly Rate	900/month
Isolation Pinch-off Tool (8"-12"):	
• Daily Rate	100/day
• Weekly Rate	300/week
• Monthly Rate	1,500/month
4-Wheeler (ATV/UTV):	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate	750/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	100/day
• Weekly Rate	300/week
• Monthly Rate	1,500/month

Rate (\$)

Riding Mower:

- Daily Rate 175/day
- Weekly Rate 525/week
- Monthly Rate 2,625/month

Chain Saw:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 150/month

Horiba Water Quality Meter:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 750/month

Hydrogen Sulfide Meter:

- Daily Rate 190/day
- Weekly Rate 570/week
- Monthly Rate 2,850/month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 150/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 1,500/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate 225/week
- Monthly Rate 1,125/month

Earth/Resistance Tester:

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 1,500/month

Rate (\$)

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate 150/month

Pressure Washer:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 750/month

Turbidity Meter/Conductivity Meter:

- Daily Rate 25/day
- Weekly Rate 75/week
- Monthly Rate 375/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate 300/week
- Monthly Rate 1,500/month

Downhole Video Camera System 200/day

Weed Trimmer:

- Daily Rate 25/day
- Weekly Rate 75/week
- Monthly Rate 375/month

Safety Equipment:

- Tyvek Suit (each) 15/each
- Polyethylene suit (each) 20/each
- Nitrile gloves (per pair) 15/each
- PVC Gloves (per pair) 15/each
- Rubber booties (per pair) 15/each
- Organic Vapor Cartridges (per pair) 20/each
- Organic Vapor/Acid Cartridges (per pair) 25/each
- Cartridges pre-filters (per pair) 15/each
- Half face respirator (each) 20/day
- Full face respirator (each) 25/day
- Ventilator/manhole blowers 25/day
- Parachute harness 10/day

	Rate (\$)
• Tripod:	
- Daily Rate	75/day
- Weekly Rate.....	225/week
- Monthly Rate	1,125/month
• SCBA.....	200/day

General Terms

1. Rates are in effect until June 30, 2022. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

