

CONSULTANT AGREEMENT BETWEEN THE COUNTY OF LAKE AND
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS DBA/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 _____, 2017, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS DBA/SCS FIELD SERVICES, hereinafter referred to as "CONSULTANT".

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

WHEREAS, CONSULTANT 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.

CONSULTANT'S RESPONSIBILITIES

- A. CONSULTANT 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 CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT 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 CONSULTANT control.
- C. CONSULTANT'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 CONSULTANT replace project personnel or subcontractor(s) unless previously approved in writing by COUNTY.
- D. If during the term of this agreement the consultant discovers any errors, inconsistencies, or omissions in the CONSULTANT's documents, CONSULTANT 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 CONSULTANT'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 CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT'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 CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT'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 consultants 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 CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- 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 CONSULTANT, 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 CONSULTANT and CONSULTANT'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.

CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT 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 CONSULTANT. The CONSULTANT's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.
- 2. The CONSULTANT 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. CONSULTANT shall pay its subcontractors within forty five (45) calendar days from receipt of each payment made to the CONSULTANT 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 consultant 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 CONSULTANT based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant 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 consultant or subconsultant 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 consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
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 CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT 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 CONSULTANT'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 CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT 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, CONSULTANT 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 CONSULTANT an annual sum not-to-exceed one hundred seven thousand dollars (\$107,000.00), 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 CONSULTANT 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, 2020, 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 CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article V of this Agreement, but CONSULTANT 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 CONSULTANT 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

CONSULTANT 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 CONSULTANT'S negligence, errors or omissions. The proportioned amount shall be withheld until settlement or adjudication.

IX. INSURANCE

CONSULTANT 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.

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

Any failure of CONSULTANT 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 CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT'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, CONSULTANT 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 CONSULTANT'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.** CONSULTANT shall procure and maintain, at CONSULTANT'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 CONSULTANT'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.** CONSULTANT shall procure and maintain, at CONSULTANT'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 CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- E. **Subcontractors.** CONSULTANT 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 CONSULTANT 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 CONSULTANT's insurance on Form CG 20 10 11 85, or its equivalent. CONSULTANT 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 CONSULTANT, the CONSULTANT'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 CONSULTANT'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 CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 Consultants 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.

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

XI.

CONSULTANT'S WARRANTIES

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT 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 CONSULTANT or designated subconsultants, in a manner according to generally accepted practices of the CONSULTANT's or subCONSULTANT's profession.

If COUNTY determines that any of CONSULTANT'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 CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform work hereunder, CONSULTANT 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. CONSULTANT 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 CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT 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, CONSULTANT shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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.** CONSULTANT 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.** CONSULTANT 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.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT 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 CONSULTANT.** CONSULTANT 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. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, 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.** CONSULTANT 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 CONSULTANT 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 CONSULTANT'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

CONSULTANT 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 CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT 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 CONSULTANT

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

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT'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 CONSULTANT and COUNTY executed by the Director of Public Services.
- B. CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under this agreement; further, the CONSULTANT 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 CONSULTANT.
- 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 CONSULTANT, 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 CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT 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 CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. The CONSULTANT 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, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT 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 CONSULTANT to any entity, other than the COUNTY.

XXIII.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code, Section 10296, the CONSULTANT 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 CONSULTANT within the immediately preceding two-year period because of the CONSULTANT's failure to comply with an order of a Federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XXIV.

NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT 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. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS 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. CONSULTANT 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 CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT 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 CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT 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 CONSULTANT from full and timely performance in accordance with the terms of this contract.
- D. COUNTY shall not withhold amounts from the CONSULTANT's compensation to impose a penalty or liquidated damages on CONSULTANT, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless CONSULTANT agrees. In the event of a dispute arising from a Change Order for which the County contends CONSULTANT is responsible, the COUNTY may withhold fees from the CONSULTANT equal to the value of that portion of the Change Order directly

caused by CONSULTANT'S alleged errors or omissions which fell below the standard of care or ten percent (10%) of CONSULTANT'S total fees, whichever is lesser. Thereafter, COUNTY and CONSULTANT 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 CONSULTANT 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 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT 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 CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT 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. CONSULTANT 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 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT from full and timely performance, in accordance with the terms of this contract.

XXXII.
EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONSULTANT 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, Project Manager

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

COUNTY OF LAKE:

SCS Field Services:


Chair, Board of Supervisors

Anton Svorinich, SCS Field Services
Vice President

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

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By:  _____

SCS FIELD SERVICES

March 30, 2017

Proposal Number 070095217

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 Air Compliance Regulatory Reporting Services at the Eastlake Municipal Landfill, Lake County, California

Dear Mr. Byrd:

In response to your recent request, SCS Field Services and SCS Engineers (SCS) are 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) the LFG collection system, extraction wells, probes and perform structure monitoring at the Eastlake Sanitary Landfill located in Lake County, California (Site). The Scope of Work is based on the permit requirements issued by the Lake County Air Quality Management District (LCAQMD) and Landfill Methane Rule (LMR) requirements. The OM&M service period will be from July 1, 2017 through June 30, 2020. SCS understands that County of Lake (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 facility 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 and Reporting
- Task 7 – Semi Annual Data Compilation
- Task 8 – Annual LFG Throughput Reporting
- Task 9 – Annual Landfill Methane Rule Reporting
- Task 10 – Annual Greenhouse Gas Reporting (Federal MRR)





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 gas 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 LFG monitoring wells 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 California Code of Regulations (27 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.)
- Relative pressure
- Methane, oxygen, carbon dioxide and nitrogen (balance) gas concentrations

Once each quarter, the on-site buildings will be monitored in accordance with 27 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

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

Reporting

Monthly

Once each month, SCS will prepare a detailed report for the County summarizing work performed, 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 (SEM)

Quarterly integrated landfill surface emissions monitoring (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 for surface emissions (as methane) will be performed with the detector inlet held within 3 inches above the ground surface. Grid locations where methane readings exceed 25 parts per million by volume (ppmv) 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.

As monitoring results have indicated no exceedances the monitoring spacing has been increased to 100 feet between traverse pathways within the grids. 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 AND REPORTING

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.

Triplicate 40-minute test runs will be performed at the flare outlet for O₂, CH₄ and VOC emissions and fuel HHV. During each test run the stack volumetric flow rate will be calculated from the metered fuel flow, stack Oxygen concentration and fuel BTU content. During each test run all relevant data (gas flow and flare temperature) will be monitored for compliance purposes. A concentration traverse will be performed during the first run. If stratification is found, then the traverse will be repeated for each run, if stratification is not found then a single point in the stack will be used for the remaining test runs. Traverse point selection will be determined by Reference Method 1.

The flare will be operated at a flow rate of ≤ 450 scfm and an operating set point of $\geq 1400^{\circ}\text{F}$ during the testing.



Overview of Sampling-Flare

Parameter	Location	Methods	Duration	# of Runs
Traverse Points	Exhaust	EPA Method 1	30 mins	1 or 3
O ₂	Exhaust	EPA 3A	30 mins	3
*CH ₄ & VOC	Exhaust	EPA 18/25A	30 mins	3
Flow Rate	Exhaust	EPA 19	30 mins	3
CH₄ & VOC	Inlet	EPA 3C & 25C	30 mins	3
Fuel HHV	Inlet	ASTM D-1945/3588	30 mins	1
Fuel Flow Rate	Inlet	Metering System	30 mins	3

*** EPA Method 18 will not be used for outlet methane determination if EPA Method 25A demonstrates VOC compliance without methane subtraction.**

VOC emission rates will be used to determine the destruction efficiency of the Flare.

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 –SEMI-ANNUAL REPORT PREPARATION

Reports will be prepared for the semi-annual reporting periods and will be submitted to the LCAQMD. Note that in years past the only required reporting has been for the local air permit conditions only. As such SCS will continue to compile the landfill gas collection system records for inclusion into the annual report.

TASK 8 –ANNUAL LFG THROUGHPUT REPORTING

SCS will compile and provide to the County data for inclusion into the annual 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:

- Landfill gas collection and control system (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
- NMOC emission rate



We assume that the County will provide other data required in 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 9 –ANNUAL CALIFORNIA LANDFILL METHANE RULE REPORTING

Annual Reports prepared under the LMR 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 the GCCS was 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.
- 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 LCAPCD.

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

TASK 10 –ANNUAL GREENHOUSE GAS REPORTING

The County is required to report GHG emissions under the mandatory report of required monitoring (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 scf).
- Average methane fraction of LFG collected over the reporting period.
- LFG collection and control system (GCCS) uptime and description.
- Waste placement history.
- General stationary combustion emissions.
- Site capacity and closure information.
- Cover types placed during reporting period.
- Extent of GCCS well coverage.
- Waste depths.

SCS will begin work on this assignment in February of each contract 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 three years. 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.
Senior Project Manager
SCS FIELD SERVICES

Joseph J. Miller, P.E.
Vice President
SCS ENGINEERS

ATTACHMENT A

ASSUMPTIONS AND CONDITIONS

ATTACHMENT A
ASSUMPTION AND CONDITIONS
FOR THE EASTLAKE LANDFILL
LAKE COUNTY, CALIFORNIA
March 30, 2017

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 Proposal 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 services described in this proposal do 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 will be provided 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 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 events 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 are 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 or other conditions outside of SCS’s control result in delays.
23. This proposal does not include costs for meeting with regulatory agency representatives during SEM events.



24. This proposal assumes that all overgrown vegetation along the SEM pathways will be mowed or cleared prior to the monitoring event.
25. SCS will rely on existing information maintained by the County for reporting purposes.
26. 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.
27. Review is limited to one round of comments on each deliverable.
28. As requested the effective date of the cost proposal is July 1, 2017 and the attached fee schedule is effective from July 1, 2017 through June 30, 2018. 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.
29. Non-routine budgetary estimates are based amounts used at similar sized facilities in California.

ATTACHMENT B
COST PROPOSAL

	number of units	cost per unit	2017-18 estimated expense	2018-19 estimated expense	2019-20 estimated expense
LFG System O & M Task 1					
Routine O & M Flare	12	\$2,045	\$24,540	\$25,276	\$26,034
Non-Routine Repair and Maintenance (Budgetary Estimate only) - Task 2	1	\$30,000	\$30,000	\$30,900	\$31,827
Quarterly Surface Emissions Monitoring (SEM) & Reporting - Task 3					
(Note that site is currently performing testing on a 100 foot pathway, cost for 25 foot pathway is being supplied in case the spacing should change)					
25 Foot Pathways (Currently not needed)	4	\$4,750	\$19,000	\$19,570	\$20,157
100 Foot Pathways (Current cost 3500/event)					
Follow Up Surface Testing if needed (Budgetary Estimate only) - Task 4	1	\$2,500	\$2,500	\$2,575	\$2,652
Surface Emissions Reporting - Task 5	4	\$500	\$2,000	\$2,060	\$2,122
Flare Stasck Emissions Testing and Reporting - Task 6	1	\$8,750	\$8,750	\$9,013	\$9,283
Semi Annual NSPS Data Compilation - Task 7	2	\$2,000	\$4,000	\$4,120	\$4,244
Annual LFG Throughput Reporting - Task 8	1	\$2,500	\$2,500	\$2,575	\$2,652
AB32 Landfill Methane Rule (LMR) Compliance - Task 9	1	\$4,000	\$4,000	\$4,120	\$4,244
EPA GHG Reporting	1	\$3,500	\$3,500	\$3,605	\$3,713
Total Budget Estimate for Task 4			\$100,790	\$103,814	\$106,928

ATTACHMENT C
STANDARD FEE SCHEDULE

SCS FIELD SERVICES

FEE SCHEDULE – LAKE COUNTY

(Effective July 1, 2017 through June 30, 2018)

<u>Engineering Personnel</u>	<u>Rate / Hour</u>
Principal	See Note 10
Engineering Project Director.....	\$265.00
Engineering Senior Project/Technical Manager	250.00
Engineering Project Manager.....	195.00
Certified Industrial Hygienist.....	190.00
Engineering Senior Project Professional.....	175.00
Engineering Project Professional	150.00
Engineering Staff Professional.....	125.00
Engineering Associate Professional	110.00
Engineering Project Administrator.....	110.00
Engineering Designer.....	100.00
Engineering Draftsperson.....	85.00
Senior Engineering Technician	95.00

SCS FIELD SERVICES

<u>Technical Field Personnel</u>	<u>Rate / Hour</u>
Technician	\$75.00
Sr. Technician.....	90.00
Foreman.....	86.00
Plant Operator	86.00
Sr. Superintendent	130.00
Superintendent (Prevailing Wage)	140.00
Laborer (Prevailing Wage).....	125.00
Pipefitter (Prevailing Wage).....	125.00
Equipment Operator (Prevailing Wage).....	140.00

<u>Management / Support Personnel</u>	<u>Rate / Hour</u>
Secretarial.....	\$53.00
Project Administrator	72.00
Senior Project Administrator.....	85.00
Designer/Drafter.....	110.00
Project Coordinator	100.00
Project Professional.....	125.00
Senior Project Professional.....	195.00
Field Compliance Auditor	162.00
Project Manager	198.00
Regional Manager/Project Director.....	250.00

GENERAL TERMS:

1. Scheduled rates are effective through June 30, 2018. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, equipment and supplies are billed at actual cost plus a 15 percent administrative fee.
3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. The cost of equipment owned by SCS or SCS Field Services will not be subject to administrative mark-up. Trucks will be charged at \$18.00/hour. No administrative mark-up will be applied to mileage charged from company-owned vehicles. Personal vehicles will be charged at the Federal rate then in effect.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
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 on-going 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. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
9. These rates are based on non-union, non-prevailing wage scales unless otherwise noted.
10. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$285/hour for Vice Presidents and other Principals and \$305/hour for Senior Vice Presidents and Senior Executives.

SCS FIELD SERVICES

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective July 1, 2017 through June 30, 2018)

	Rate (\$)
GEM 2000/2000 NAV/5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod/CO Gas Pod	10/day
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/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 Set.....	20/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump	15/each
Dewatering Pump (Trash Pump)	45/day
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week
• Monthly Rate	1,500/month
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate.....	200/week
Pipe Laser:	
• Daily Rate	50/day
• Weekly Rate.....	220/week
• Monthly Rate	650/month
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump	25/day
Tedlar Bag (10-Liter).....	40/each
Non-Contaminating Air Sampling Pump.....	25/day



Rate (\$)

Interface Probe50/day

Submersible Pump:

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate20/day
- Weekly Rate..... 60/week
- Monthly Rate 180/month

100-Foot Temperature Probe:

- Daily Rate15/day
- Weekly Rate..... 45/week
- Monthly Rate 135/month

Teflon Well Bailer 10/each

Vacuum Box/Carbon Canister and Blower.....150/day

Tool Truck144/day

No. 12 P.E. Fusion Machine (1”-2”):

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

No. 14 P.E. Fusion Machine (1”-4”):

- Daily Rate90/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

No. 28 P.E. Fusion Machine (2”-8”)

- Daily Rate175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

412 P.E. Fusion Machine (4”-12”):

- Daily Rate300/day
- Weekly Rate..... 900/week
- Monthly Rate 2,700/month

Rate (\$)

618 P.E. Fusion Machine and Tool Truck

- Daily Rate400/day
- Weekly Rate..... 1,500/week
- Monthly Rate 4,000/month

Trackstar 500 Fusion Machine

- Daily Rate425/day
- Weekly Rate..... 1,500/week
- Monthly Rate 4,050/month

Sidewinder P.E. Fusion Machine.....100/day

Friatec Electrofusion Machine:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Leister Extrusion Welding Gun120/day

Air Compressor60/day

Arc Welder.....75/day

Generator (3,500-Watt).....45/day

Generator (5,000-Watt).....60/day

Generator (6,000-Watt):

- Daily Rate65/day

Generator (8,000 Watt):

- Daily Rate75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

Plate Compactor.....75/day

Rammer/Jumping Jack Compactor75/day

4-Wheeler (ATV):

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

Rate (\$)

4-Wheeler with 44" Mow Deck:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Riding Mower:

- Daily Rate175/day
- Weekly Rate..... 525/week
- Monthly Rate 1,575/month

Chain Saw:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Horiba Water Quality Meter:

- Daily Rate40/day
- Weekly Rate..... 120/week
- Monthly Rate 360/month

Hydrogen Sulfide Meter:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Infrared Thermometer:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate75/day
- Weekly Rate..... 225/week
- Monthly Rate 675/month

Rate (\$)

Earth/Resistance Tester:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Pitot Tube and Gauges:

- Daily Rate10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Pressure Washer:

- Daily Rate50/day
- Weekly Rate..... 150/week
- Monthly Rate 300/month

Turbidity Meter/Conductivity Meter:

- Daily Rate25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/month

Vacuum Air Pump:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Downhole Video Camera System.....200/day

Weed Trimmer:

- Daily Rate25/day
- Weekly Rate..... 75/week
- Monthly Rate 225/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

	Rate (\$)
• 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
• Tripod:	
- Daily Rate	35/day
- Weekly Rate.....	105/week
- Monthly Rate	315/month
• SCBA	55/day

General Terms

1. Rates are in effect until June 30, 2018. 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.