

CONTRACT MA-299-1001-2058
for
Landfill Gas Services Contract

This Contract to provide landfill gas (LFG) services at North Region Landfills, hereinafter referred to as ("Contract") is effective _____ by and between the County of Orange, a political subdivision of the State of California (the "County") and SCS Field Services ("Contractor"), with a place of business at 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806. County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, the COUNTY Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract with Contractor to provide landfill gas services at North Region Landfills.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Scope of Work: The Scope of Work (**SOW**) for this Contract is attached hereto and incorporated herein as Exhibit A.

2. Pricing: The Contract price, as specified in Exhibit B, Compensation and Terms of Payment is attached hereto and incorporated herein. The Exhibit B includes full compensation for providing all services performed under this Contract.

Contractor will be paid for services actually rendered under this Contract. The Contractor agrees to accept the specified compensation as full remuneration for providing all specified products, performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties, which may arise or be encountered in the execution of the products and/or services through acceptance; and for performance by the Contractor of all its duties and obligations hereunder. Total Contract Amount is not to exceed \$1,000,000/year.

All discounts quoted shall be firm for the entire term of this Contract and shall also apply to any product or service changes, which the County may purchase under a modification to this Contract. The County shall allow the Contractor to increase the discounts to pricing and thus reduce prices at any time during the term of this Contract and all published cost reductions shall automatically be passed on to the County.

The Contractor agrees that no price increases will be passed along to the County during the term of this Contract without the approval of the County. A request for price increase at Contract renewal will require a minimum of ninety (90) days written notice, prior to Contract expiration date, to OC Waste & Recycling/Business Services Division and include bonafide written proof of cost increases. The County reserves the right to accept, negotiate, or deny any increase request, re-bid this Contract, cancel the Contract, or take any other action it deems appropriate in lieu of granting a Contract price increase.

3. Invoicing/Payment: All invoicing and payment procedure for services performed under this Contract is attached hereto and incorporated herein as Exhibit B.

4. Contract Term: The Term of this Contract shall commence on March 2, 2010 and shall terminate on March 1, 2011, unless otherwise renewed as provided herein. This Contract may be renewed for up to two (2) one (1) year periods by mutual agreement of the Parties and with Board approval. The County is not obligated to renew this Contract and does not have to give reason if it elects not to renew. If the Contractor decides not to renew this

Contract, Contractor shall provide the County a minimum of sixty (60) days written notice prior to the Contract expiration date. Permitted extensions of the Term as provided in this Section 4 shall not result in any change in any other term, condition or provision of this Contract.

5. Entire Contract: This Contract, including Exhibits A, B, C, Attachments A-1, A-2, and A-3 which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

6. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties. In the event that there are new or unforeseen requirements, the County, with the Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract. If County-initiated changes affect prices, the Contractor's ability to deliver services or the project schedule, the Contractor will give the County written notice no later than seven (7) calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into this Contract through an amendment before becoming effective. Contract amendments shall be issued by the County Purchasing Agent or his designee and may be subject to approval by the County Board of Supervisors.

7. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

8. Appropriation/Contingency of Funds: This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the Term of this Contract.

If funds are not appropriated and available for the continuance of the function performed by any Contractor product or service, the products or services directly or indirectly involved in the performance of that function will be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of any product or service which will or may be affected by a shortage of funds. However, this will not affect either the County's rights or the Contractor's rights under any other termination article in this Contract. The effect of termination of this Contract under this Article will be to discharge both the County and the Contractor from future performance of this Contract, but not from their obligations existing at the time of termination. No penalty shall accrue to the County in the event this Article is exercised and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Article.

The Contractor shall be responsible for keeping track of total usage to date under this Contract. Contractor may contact OC Waste & Recycling Auditor-Controller/Accounts Payable, if necessary, to verify the balance left in the current term. The County will not be responsible for any dollar overruns and will not pay for work exceeding the stated dollar limit on this Contract.

9. Taxes: Unless otherwise provided herein or by law, the compensation provided for herein does not include California state sales or use tax.

10. Delivery: Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.

11. Freight (F.O.B. Destination): Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

12. Assignment or Sub-contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of Site PM. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of Site PM shall be invalid and shall constitute a breach of this Contract. Notwithstanding the foregoing, the County hereby authorizes Contractor to use the services of subcontractors listed in Exhibit C, solely with respect to non-routine services.

Subcontractor

The County maintains the right to request the replacement of an individual providing subcontracting services should the services of an individual retained by the Contractor prove not to meet with the County's approval. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Contract Administrator or Site PM.

- A. Licensed Subcontractor: Each subcontractor selected for the work shall be licensed in the State of California in the subcontractor's particular field.
- B. Transactions: Transactions with subcontractor shall be made through Contractor except when in emergency situations Contractor is not readily available, in which case detailed instructions shall be transmitted to subcontractors directly.
- C. Responsibility: Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as Contractor is for Contractor's acts and omissions and of persons directly or indirectly employed by Contractor. Contractor shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.
- D. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

13. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination laws or regulations including but not limited to Section 1720 et seq. of the California Labor Code.

14. Prevailing Wage (if applicable): As set forth in Section 1771 of the Labor Code, prevailing wage requirements shall apply to this Contract. California Code of Regulations (CCR) Title 8, Article 2, Section 16001 (a) and (f) also provide that prevailing wage requirements apply to this Contract. Contractor shall comply with all the provisions of the applicable sections of the Labor Code on prevailing wage and Article 2 Title 8 Section 16001 (a) and (f) of the CCR. Contractor shall also be responsible for compliance by his subcontractors to these provisions.

Pursuant to the provisions of Section 1773 of the Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost from the State Industrial Relations Department Division of Labor, Statistics & Research (415/972-8620) or the Department of Transportation (916/445-3520). Contractor shall post a

copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at a minimum. The provisions of Sections 1774, 1775, 1776, and 1813 of the Labor Code shall be complied with.

Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Contractor shall forfeit to County, as a penalty, the sum of \$50 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by Contractor or by any Contractor's subcontractors, in violation of the provisions of this Contract.

Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:

- a. Contractor and each subcontractor performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work.
- b. Said payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- c. Contractor shall file a certified copy of said payroll records with County within ten days after receipt of a written request therefore from OC Waste & Recycling or otherwise from County.
- d. Contractor shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five working days, provide a notice of change of location and address of said payroll records.
- e. It shall be the responsibility of Contractor to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.
- f. In the event of noncompliance with the requirements of this Clause of the requirements of Labor Code Section 1776, Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said ten-day period, Contractor shall, as a penalty to County, forfeit \$25 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due Contractor for completed Task Orders.

15. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

16. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction at no charge to County.

17. Patent/Copyright Materials/Proprietary Infringement: Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Section 20 below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

18. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Section 21, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

19. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Section 20 below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

20. Indemnification/Insurance: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this Contract and within seven (7) calendar days after Notice of Award, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County one original and one copy of Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage in effect, and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form Property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability; required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interest's clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

Bond Requirement

Within ten (10) calendar days of the award of this Contract, Contractor will furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the annual Contract amount. Said bonds shall be in the form of the models to be provided by the County and be approved by the County Counsel and Risk Manager of the County Of Orange. Such bonds shall be executed by an admitted surety insurer (authorized to transact surety insurance in California); if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to surety's financial condition from time to time as requested by OC Waste & Recycling, Contractor shall promptly furnish such additional security as may be required by OC Waste & Recycling or the Board of Supervisors from time to time to protect the interests of County and of persons supplying labor or material in the prosecution of the work contemplated by this Contract. Failure to furnish such additional security shall constitute a material breach of the Contract.

The Contract shall be signed and returned, together with the bonds and insurance documents, within ten (10) calendar days after the Contract has been awarded by the County of Orange Board of Supervisors. The County shall return the Bond to the Contractor upon successful completion of Contractor's duties and obligations under this Contract.

Submit Bonds to:

OC Waste & Recycling
300 N. Flower St., Ste. 400
Santa Ana, CA 92703
Attn: Ruth Resnick/Eli Esber
Re: SCS Bonds for Project No. 618766
Landfill Gas Services for North Region

21. Health and Safety Plan: The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and minimum wage laws. Contractor shall implement all proper health and safety precautions to protect its employees, County staff, the public, and the work.

All vehicles used by the Contractor to support this Contract must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for use on highways in the State of California.

All Contractor employees shall be required to wear uniforms, badges or other acceptable means of identification, to be furnished by the Contractor while the employees are working in any OC Waste & Recycling facilities.

A Health & Safety Plan (H&SP) must be submitted within seven calendar days of receipt of the Notice of Award and be approved by the County Safety Inspector PRIOR to any Contractor staff entering County owned or operated landfills and other facilities. The H&SP shall address the areas of work to be performed in this SOW. See Attachment A-2.

Include a cover letter outlining the purpose and overall contents of the H&SP, referencing the project number and description, and submit to the same address shown Page 3.

The contents of each H&SP must meet all regulatory requirements for the specific work that will be conducted at the site. However, the following is a checklist of the minimal elements for a H&SP. Those plan elements which do not apply to the specific Contract, should be noted (such as "this operation does not involve any confined space work", as a note after Item h).

One or more of the following may be required to be included in a Contractor's H&SP:

- a. Site Background and SOW - Site specific with an emphasis on the type(s) of service performed, the hazards associated with such work and the programs in effect to protect the employee against those recognized hazards.
- b. Injury and Illness Prevention Program (C.C.R. Title 8, S 3203) - Required of all employers of ten or more employees.
- c. Code of Safe Practices (C.C.R. Title 8, S 1509) - All employers are required to have a Code of Safe Practices in writing and posted at the work place.
- d. Emergency Medical Services (C.C.R. Title 8, S 1512) - All employers are required to have this program in writing.
- e. Fire Protection Program (C.C.R. Title 8, S 1920) - All employers are required to have this program in writing.
- f. Hazard Communication Program (C.C.R. Title 8, S 5194) - All employers are required to have this program in writing, if there is potential for their employees to come into contact with any products that may be hazardous.
- g. Requirements for Excavations and Shoring (C.C.R. Title 8, S 1541.1) - All employers are required to have this program in writing, if excavating.

- h. Confined Space Procedures (C.C.R. Title 8, S 5156) - All employers are required to have this program in writing, if confined spaces will be entered.
- i. Hearing Conservation Program (C.C.R. Title 8, S 5097) - This program shall be written into the Health and Safety Plan, if employee noise exposures meet or exceed the levels outlined in C.C.R. Title 8, S 5097.
- j. Personal Protective Equipment (C.C.R. Title 8, S 3380 to S 3400) - Requirements must be included in the Health and Safety Plan, if personal protective equipment is required for the contracted work.
- k. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79) - Requirements must be included in the Health and Safety Plan, if flammable/combustible liquids will be stored, handled, or dispensed.
- l. Welding, Brazing, and Cutting (C.C.R. Title 8, S 1536 and S1537) - Requirements must be included in the Health and Safety Plan, if performing these actions.
- m. Compressed Gas Cylinders (C.C.R. Title 8, S 1740 to S1743) - Requirements must be included in the Health and Safety Plan, if storing or using compressed gas cylinders.

22. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

23. Contractor Personnel: Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience, training, and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.

24. Project Manager: The County shall appoint a site project manager (Site PM) to act as liaison between the County and the Contractor during the term of this Contract. The Site PM shall coordinate the activities of the County staff assigned to work with the Contractor.

25. Project Administration: The County shall appoint a Contract Administrator who will act as liaison between the County and the Contractor during the term of this Contract; said Contract Administrator shall coordinate the activities of the County's administration of this Contract with the Contractor.

The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this Contract. This Project Manager shall be subject to the approval of the County and shall not be changed without the written consent of the County's Contract Administrator or the Site PM which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project completion times. The Contractor shall inform the Site PM in writing of any changes to its personnel, including titles or positions of its personnel, a month prior to its implementation and shall obtain the approval of the Site PM prior to start of work.

The County's Contract Administrator or Site PM shall review and approve the appointment of the replacement Contractor's Project Manager and/or key personnel. Said approval shall not be unreasonably withheld.

All communications to be provided by the Contractor to the County and all requests from the County to the Contractor pursuant to the terms and conditions of this Contract shall be communicated in writing by and between the Contractor's authorized Project Manager and the County's authorized Contract Administrator or Site PM, unless otherwise specified herein.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County and the Contractor will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

27. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

28. Title to Data: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

29. Records: The Contractor shall keep an accurate record of time expended by Contractor and the subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the Contract at reasonable times.

30. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contractor shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Site PM.

31. Publication: No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

32. Conflict of Interest: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractor's and third parties associated with accomplishing services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

33. Covenant Against Contingent Fees: The Contractor warrants 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 shall have the right to terminate this Contract in accordance with the termination clause and, at its sole discretion, to deduct from this Contract, the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

34. Disputes: If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent or his designee. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract, which are not affected by the dispute.

35. Termination: In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause is defined as any breach of this Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

The provision of services under this Contract may be terminated by the County in accordance with this Article in whole, or in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which provision of products and services under this Contract is terminated, and the date upon which such termination will become effective.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to make action with respect to any previous default.

After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

- a. stop performing under this Contract on the date specified and to the extent specified in the Notice of Termination;
- b. place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the delivery, work or services under this Contract that is not terminated;
- c. terminate all orders and subcontracts to the extent that they relate to the provision of the remaining products and services terminated by the Notice of Termination;
- d. continue to provide products and services as directed by the County; and

- e. take such action as may be necessary, or as the County may direct, for protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the County has or may acquire interest.

Termination for Non-Performance: If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is authorized by the County to provide enough properly skilled workers or proper materials, or disregard laws and/or ordinances, or not proceed with delivery, work or services as agreed to herein, or otherwise be guilty of a violation of any article of this Contract, then the County may terminate this Contract.

Prior to termination of this Contract, the County shall give the Contractor ten calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed ten calendar days to cure such deficiencies.

If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure within ten days and cured such default within 14 days after receipt of written notice of default from County, County shall immediately be entitled, or otherwise under law to either commence resolution in accordance with this paragraph or to terminate this Contract by giving notice to take effect immediately and begin negotiation with a third party vendor to provide services.

Contractor shall not be or deemed to be in default hereunder for non-negligent delay or failure to perform under this Contract or for any interruption in providing services resulting, directly or indirectly, from any cause not within Contractor's control.

Upon termination, the County agrees to pay the Contractor for all products and services delivered or performed prior to termination, which meet the requirements of this Contract, provided, however, that such compensation shall not exceed the total compensation set forth in this Contract.

36. Breach of Contract: The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and/or
2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and/or
3. Terminate the Contract immediately, without penalty to the County.

37. Default: In case of default by the Contractor, the County may procure service from other sources and if the cost is higher, the Contractor will be held responsible to pay the County the difference between the cost under this Contract and the price paid. The prices paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under law.

38. Orderly Termination: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

39 Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

40. Remedies Not Exclusive: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

41. Suspension of Work, Delivery or Services: The County may, at any time, suspend, delay, interrupt, or stop the performance of any or all of the delivery, work or services of this Contract by written notice to the Contractor. Suspension of delivery, work or services shall not exceed 90 calendar days and, as soon as feasible after a suspension of delivery, work or services is issued, either this Contract will be terminated or the suspension of delivery, work or services will be canceled or extended in writing for a reasonable time beyond the period specified in the notice. If an extension of the suspension of delivery, work or services is necessary, it must be evidenced by a unilateral written modification to this Contract issued by the County. The County's right to suspend this Contract is in addition to and not in substitution for the County's right to terminate as stated below.

42. Force Majeure: Contractor shall not be in breach of this Contract during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

43. County Declared Emergency: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned.

44. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	SCS Field Services
	Address:	3900 Kilroy Airport Way, Suite 100 Long Beach, CA 90806
	Attn.:	Galen Petoyan
	Title:	Sr. Vice President
	Telephone:	1-562-426-9544
	FAX:	1-562-492-6210

For County:	Name:	County of Orange
		OC Waste & Recycling
	Address:	300 N. Flower Street, Suite 400
		Santa Ana, CA 92703
	Attn:	Dick Harabedian
		Deputy Director, North Region
	Phone:	1-714-986-2391
	Fax:	1-714-993-7142

45. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

46. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

47. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

48. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

49. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

50. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

51. Waiver of Jury Trial: To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

52. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to

seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

53. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

54. County Child Support Enforcement: In order to comply with child support enforcement requirements of County, within 30 days of the effective date of this Contract, Contractor agrees to furnish and require all Subcontractors to furnish to the Director a fully completed and executed certification in the form of Attachment A-1. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the Contractor and Subcontractors to timely submit the data and/or certification required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of this Contract.

55. Sustainability Plan: SCS supports environmental sustainability practices through the conduct of our business. We believe in environmental leadership, stewardship, and responsibility, and believe that business success and environmental responsibility work well together. In commitment to our firm's sustainability policy, we will:

- Develop our knowledge of sustainable practices to create best, most feasible and practical solutions. Utilize technology transfer in our firm and continuing education of our employees to achieve this goal.
- Encourage the use of sustainable practices in SCS offices.
- Conserve natural resources by reducing waste; reusing materials where practical, participating in recycling programs and purchasing recycled products and goods.
- Practice responsible energy use through conservation and efficiency.
- Provide our services and expertise to help others develop or improve sustainable practices.
- Discuss with clients, and consider the use of sustainable practices in our plans and designs for clients.
- Encourage the participation of SCS staff in community sustainability programs through local office partnerships and activities.
- Seek to improve the sustainability of our operations by communicating with our employees and assessing our progress towards implementation.

In accordance with SCS Policy, the goal of the California Offices is to increase sustainable practices at each office and strive to bring environmental awareness to everyday operations. The offices are currently active in Energy and Atmosphere sustainability measures. All perimeter offices utilize natural lighting and all inner offices have horizontal and vertical windows to maximize lighting. Motion sensors in offices turn off lights when there is no movement. Non-regularly used conference rooms are set to remain dark unless in use. Office refrigerators and

microwaves are Energy Star and most light bulbs are fluorescent. The most recently leased vehicles included 2 hybrid versions of the Ford Escape. The office currently has a paper-recycling program for white ledger and other office paper. All photocopy and printer paper is 30% post consumer recycled. Electronic mail is used for all office communications. Single sided paper is being recycled; a collection point for scrap paper will be communicated to all employees. Printer cartridges are recycled when feasible. Ceramic beverage mugs are provided for employees and visitors to decrease the use of paper cups (which we have transitioned from styrofoam cups, due to its smaller environmental footprint). Recycled content paper products are targeted in purchasing writing tablets, folders, paper towels and napkins, as well as products with less packaging. All professional publications are circulated, thereby reducing duplicate copies. Unwanted office supplies will be donated to local charities or schools.

-- Signature Page Follows --

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*:

Galen S. Petayan SR Vice President
Print Name Title

Galen S. Petayan 1/28/10
Signature Date

Curtis Jang VP/CEO
Print Name Title

Curtis Jang 1/28/10
Signature Date

* Unless otherwise demonstrated that the person(s) executing this CONTRACT on behalf of CONTRACTOR has the requisite authority to legally obligate and bind CONTRACTOR, if the CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

County of Orange, a political
subdivision of the State of California

Print Name Deputy Purchasing Agent, OC Waste & Recycling

Signature Date

Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:

[Signature]
Deputy County Counsel

EXHIBIT A SCOPE OF WORK

PROJECT DESCRIPTION

Contractor shall provide, on as needed basis, operation and maintenance services for the landfill gas system (LFGS) at North Region Landfills, including the optional LFGS assessment and SCAQMD Rule 1150.1 sampling and monitoring programs for Olinda Alpha Landfill, Villa Park, and Reeve Pit as authorized by the Site PM. The services may also include the installation of vertical and horizontal landfill gas collectors, as well as, extending and modifying those landfill gas collectors as needed to meet landfill operations and regulatory requirements. This scope of work includes all fieldwork necessary to continue performing operations, maintenance, and optional monitoring (OM&M) of the LFGS.

The Contractor shall be familiar with the SCAQMD, Subpart WWW of 40 Code of Federal Regulations (CFR) 60, and 27CCR rules and regulations as they relate to landfill gas control. Additionally, Contractor must become intimately familiar with the existing LFGS components at each of the three landfills, and must work well with the County and regulators to minimize conflicts.

The following documents are available for reference at the Olinda Alpha Landfill Operations Office:

- Permits to Construct/Operate a LFG Flare Station/Blower Facility, Condensate Collection and Storage System, and Collection Wells and Associated Piping
- SCAQMD Rule 1150.1 Compliance Plans for Olinda Alpha and Villa Park Landfills

CONTRACTOR REQUIREMENT

1. Contractor shall furnish all management, labor, supplies, materials, tools, equipment, utilities, sanitary units, permits, working drawings, and transportation required to perform the work as described in this Scope of Work (SOW), including update of the LFGS, and monitoring and sampling as specified in the latest AQMD Rule 1150.1 Compliance Plan.

All of said work to be performed and materials to be furnished shall be in strict accordance with typical well and monitoring probe details per drawing Figures 2A thru 2C, Monitoring Grid for Rule 1150.1 Compliance Plans (Figures 2D-2E) or as specified by Site PM. Contractor shall visit the site(s), verify measurements, and become acquainted with all existing conditions, in order to ascertain the best means of executing the work. The Contractor shall be responsible for taking all steps reasonably necessary to determine the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract.

Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to Site PM any error, inconsistency, or omission that Contractor discovers.

2. Contractor and Contractor's project manager must have at least five (5) years of experience in AQMD Rule 1150.1 monitoring and sampling and shall have a minimum of five (5) years experience in all aspects of installation of LFGS.

The Site PM will act as liaison between the County and the Contractor during the term of this Contract; said Site PM shall coordinate the activities of the County's administration of this Contract with the Contractor.

The Contractor reserves the right to, from time to time, employ, retain, or engage services of others, as the Contractor deems necessary, in order to properly perform the duties and obligations required of the Contractor under this Contract at the Contractor's cost. The County maintains the right to approve the replacement of an individual.

3. Contractor and its employees (including Subcontractors) shall check in and check out with the site operations receptionist. In addition, a daily maintenance or construction log shall be developed to record project description, work performed, labor requirements, materials, equipment used, and any other pertinent information. Contractor and its employees (including Subcontractors) shall possess proper identification at all times. Contractor shall meet with the Site PM or PM designee before proceeding.

Contractor shall bring to the attention of Site PM or its designee any potential problems discovered during course of work and offer suggestions or solutions before checking out.

4. Contractor shall take all reasonable precautions, as directed by the County, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect County property. Damages to County property caused by Contractor's negligence shall be repaired at no cost (both labor and material) to the County.
5. Contractor shall deliver all work under this Contract complete in all parts and shall be solely responsible for completion of all work in a manner satisfactory to the County. Should any damage occur to adjoining property or landscaping, Contractor shall repair it carefully to its original condition to the satisfaction of adjoining property owner.
6. Contractor shall keep the work areas clean and free from any debris at the completion of each work day. All debris shall be disposed of at the Olinda Alpha Landfill by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.
7. Meetings held between County staff and Contractor's staff to discuss Contractor's non-performance shall not be billable to the County. Meetings with the Contractor's Project Manager requested by the County for project-related matters may be billed to the County on a time and materials basis. Other than the Contractor's Project Manager, all other Contractor attendees shall be limited to key personnel directly related to the project and shall be approved by the Site PM prior to the scheduled meetings.

The County shall not be responsible for Contractor's drinking water, telephone, fax, and toilet needs while its workers are on site premises.

8. Contractor shall have Class A License. Contractor shall, at all times during the term of this Contract, maintain in full force and effect such license and such other licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract.
9. Contractor shall maintain on the site, during project work, a competent English-speaking foreman or senior/lead technician and any necessary assistants, all satisfactory to Site PM. The proposed foreman, senior technician and technician shall have a minimum of five (5) years experience in the LFG monitoring and maintenance of LFSGS and must have at least five (5) years of experience in AQMD Rule 1150.1 monitoring and sampling. The foreman or senior/lead technician shall not be changed except with the consent of Site PM, unless the foreman or senior/lead technician proves to be unsatisfactory to Contractor and ceases to be in Contractor's employ, in which case the foreman or senior/lead technician shall be replaced within 24 hours by a foreman or senior/lead technician with equal qualifications and acceptable to Site PM.

A Contractor PM, foreman, or senior/lead technician (depending on the nature of the work) shall be on site at all times when work is being performed. At no time will an apprentice, helper/laborer, technician, or sub-journeyman be permitted to work without supervision.
10. Proposed personnel to be assigned to perform the services in accordance with this Contract must have at least three years of experience. Contractor shall provide complete resumes of each person to be assigned to all work under this Contract and designated role of each person. Experience using gas monitoring equipment and the type of equipment shall also be included. **Contractor and all personnel assigned to the job site must have the "40-hour training" and must be well equipped as required by OSHA 29 CFR 1910.120.**
11. Contractor shall facilitate the upgrade, retrofit, extensions, or repair of the LFSGS and perform optional services within regulatory guidelines, while maintaining the composition of the LFG at a level which supports continuous operation of the system, where present, and meets the County and regulatory agencies' requirements. The Contractor must also minimize the possibility of subsurface fires at the sites while achieving continued compliance with the SCAQMD Rule 1150.1, Articles 5 and 6 of Subchapter 4 of Chapter 3 of 27CCR, subpart WWW of 40 CFR 60, and site operating permits.

TIME IS OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR MUST BE ABLE TO START WORK WITHIN TEN CALENDAR DAYS OF AUTHORIZATION. THE CONTRACTOR SHALL COMPLETE THE WORK NO LATER THAN THE TIME SPECIFIED IN EACH TASK ORDER FOLLOWING THE ISSUANCE OF THE NOTICE TO PROCEED (NTP).

TASK ORDERS

As-needed service calls may be placed against this Contract by the Site PM. Each activity under this Contract will be covered by a Task Order. It is expressly understood that the tasks (service calls) to which the Contractor is asked to respond to, will be on an "as-needed" basis, and

authorized by the Site PM. As each task is identified, the Contractor will prepare a "Task Order Proposal" which details the scope of work to be accomplished, list of deliverables, schedule for completion, and an estimated not-to-exceed cost for its completion, including a detailed breakdown of all labor and materials costs based on approved Rate Sheet Parts A, B, C, and D in Exhibit B. Each task proposal will be reviewed and approved by the Site PM prior to commencement of the proposed work. These services may be paid on a unit price times the number of units basis, time and materials (receipt needed for materials) basis, or lump sum basis, depending upon the nature of the work, and as mutually agreed by Site PM and Contractor. If lump sum is used, the contractor shall provide the Site PM with a detailed breakdown of the labor and material costs that determined their quote, prior to services commencing. Notwithstanding any provision to the contrary in this Contract, in no event will any Task Order amend or modify any provision of this Contract, including, but not limited to this Scope of Services or compensation provisions. Any such modification is void.

In the event of unforeseen circumstances occurring necessitating a modification to the authorized Lump Sum Task Order, a separate Task Order authorization may be requested by the Contractor to reflect the change of scope of services.

The Contractor shall at all time during the term of this Contract keep full and complete records and documentation in support of the services performed. The County shall have the right to request and examine any project records for the purpose of determining its accuracy in accordance with the terms and conditions of this Contract.

The work to be done shall include, but not limited to the following services at North Region Landfills:

I. MAINTENANCE SERVICES

The maintenance services include, but are not limited to:

- Repair of LFGS piping breaks or separations;
- Isolation valve repairs removal, reinstall or replacement;
- Well head inspection, repairs, removal, reinstall or replacement;
- Well valve inspection, repairs or replacement;
- Well inspection, repairs, abandonment, removal, re-installation, and replacement;
- Repair or replacement of damaged LFGS components due to landfill fire;
- Well collectors inspection, repairs, upgrade, retrofit, abandonments, extension or replacement;
- Header and subheader inspection, repairs, removal, extension, or replacement;
- Monitoring, inspection, repair, capping, removal, abandonment, re-installation, and replacement of existing probes;
- Improve, upgrade, extend, or repair of any component of the LFGS to comply with the regulatory requirements;
- Improve, upgrade, extend or repair any component of the LFGS as an immediate response concerning compliance and health and safety issues.
- Emergency and non-emergency services.

A. Emergency Calls (3-Hour and 24-Hour Response)

The emergency services include events that may require immediate response. Site PM will determine if an emergency warrants an immediate response. And if so, the Site PM may require an on-site response within three (3) hours of initial communication.

When directed, Contractor shall respond on-site to all other emergency calls, not deemed to require a 3-hour response, within 24 hours of initial communication. Contractor shall act as quickly as possible to minimize the emergency event downtime.

Contractor shall provide the Site PM with a 24-hour telephone number. Contractor shall submit a written report within one week after each emergency incident. In case of equipment breakdown, Contractor shall evaluate the problem and recommend a solution and alternatives to rectify the problem, with cost information, to the Site PM. Contractor must receive an approval from the Site PM before implementing repairs.

B. Non-Emergency Calls (72-Hour Response)

Contractor shall respond on-site to non-emergency visits requested by the Site PM within 72 hours of the initial communication.

Within one week after the work is performed, Contractor shall submit a written report to the Site PM, which will include reason for work performed and all actions taken to complete the job. All problems shall be documented, photographed with digital camera. Photographs shall be labeled with the location, date, time, personnel involved, and comments regarding the problem.

If it is pre-approved by Site PM, County will reimburse the Contractor the cost of renting or using special equipment and specialized services required to perform a particular work, plus the percentage as approved.

C. Wells Extensions, Wells Construction, Additional Repair, Special Services and Equipment

When directed by Site PM, Contractor shall upgrade the existing vertical and horizontal gas collectors, including expansion and extension, and additional repair or modifications of the LFGS. Labor and material installation and equipment rental rates shall be based on a approved Rate Sheets A - D.

D. Spare Parts and Inventory

As requested, Contractor shall prepare and submit a list of required/recommended consumable items and spare parts for the existing gas collectors respectively. With Site PM's approval, Contractor shall purchase required spare parts, supplies, and materials. Contractor shall invoice County in accordance with the terms and conditions provided herein. At the Site PM's approval, Contractor may utilize spare parts stockpiled by the County provided that such spare parts or materials are recorded in the construction daily log as County owned.

At the request of the Site PM, Contractor shall keep a running inventory of consumable items and spare parts and submit a report at no cost to County. Contractor shall inform the Site PM if any

such items/parts need to be replenished. Contractor shall store the items/parts on site in an area designated by the Site PM. Upon termination of this Contract, the inventory of supplies, materials, and parts shall remain the property of County.

II. OPTIONAL SERVICES

When directed by Site PM, Contractor shall provide the following optional services:

A. LFGS ASSESSMENT, REPORTING, AND MEETING

A.1 LFGS Assessment

At the request of Site PM, Contractor shall assess the LFGS and submit a report to the County. The report shall include a summary of problems encountered, all services or activities (including remedial action) performed, the data collected, and the completed data sheets, monitoring data, and well adjustments performed.

Recommendations made regarding additional maintenance, repairs and/or system modifications shall be included with the submittal.

Two hard copies shall be submitted to the OC Waste & Recycling by the 10th of the following month. The County reserves the right to change the report format and deliverables. No additional cost will be billed to the County for any format changes.

A.2 Meeting

At the request of Site PM, the Contractor's key staff members shall formally meet with County's personnel at the County's offices to discuss status of Contractor's work under this Contract. Meetings held specifically for the purpose of discussing Contractor's non-performance or lack thereof shall not be billable to the County. Meetings requested by the County for project-related matters may be billed to the County on a time and materials basis. Other than the contractor PM, all other contractor attendees are limited to key personnel directly related to the project and approved by the Site PM prior to the scheduled meetings may be billed to the County on a time and material basis.

B. SCAQMD RULE 1150.1 MONITORING AND REPORTING

As requested, all work under the 1150.1 monitoring program will be performed in accordance with the SCAQMD *Guidelines for Implementation of Rule 1150.1 (Guidelines)* and site specific *Compliance Plans* prepared for Olinda Alpha and Villa Park Landfills. The Contractor will provide all equipment necessary for the completion of these tasks including, but not limited to, portable flame ionization detectors, Tedlar bag sampling apparatus, ambient air samplers, and full time wind speed and direction stations. In compliance with each site's Rule 1150.1 compliance plan, the Contractor shall perform the following tasks for the duration of this Contract:

B.1 Instantaneous Surface Monitoring

As requested, instantaneous surface monitoring, including field procedures and equipment, shall be conducted in accordance with the approved *Compliance Plans* for Olinda Alpha and Villa Park Landfills.

The entire surface of the disposal area of Olinda Alpha Landfill has been divided into monitoring grids. Each grid measures approximately 50,000 square feet in area. The monitoring grids shall be used for both instantaneous and integrated surface monitoring/sampling.

Instantaneous measurements of TOC concentrations immediately above the surface of the grids shall be obtained using a portable flame ionization detector (FID), which meets *Guideline* specifications. The probe of the FID must be held within 3 inches of the landfill surface while traversing the monitoring grids. A surface inspection shall also be performed during instantaneous surface monitoring to identify cracks or fissures in the landfill cover that could be potential pathways for LFG to escape to the atmosphere. Surface areas of the landfill at which TOC concentrations exceed 500 ppmv shall be marked with flags, identifying the areas in need of remediation.

To initiate remediation, the Contractor shall notify the Site PM of the landfill (or his designee) of exceedance areas within 24 hours of identification. In addition, a notification letter shall be sent to the Site PM.

The Contractor shall coordinate with the Site PM to enact remediation measures. At Olinda Alpha Landfill & its' closed sites the Contractor shall be responsible for remediation measures related to the operation of the LFGS, including, but not limited to, adjustment of extraction wells in the general vicinity. The County shall provide additional compacted cover material to specific exceedance areas when necessary.

Following implementation of mitigation measures, and within 10 days of the initial exceedance, the Contractor shall re-test all exceedance areas; and, within 24 hours, notify the Site PM of continued non-compliance. Two attempts at remediation and remonitoring shall be performed. In accordance with the Guidelines, if an exceedance still exists after two remediation attempts, the Contractor shall make recommendations of LFGS modifications, to the County, to bring the landfill into compliance with the applicable regulatory requirements.

As a means of tracking remediation of exceedance areas, Instantaneous Surface Monitoring (ISM) Data Sheets shall be filled out and distributed to appropriate personnel. Contractor shall notify the Site PM, in writing, of any outstanding exceedances at the end of each month.

B.2 Integrated Surface Sampling and Analysis

As requested, integrated surface sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plans* for Olinda Alpha and Villa Park Landfills.

One integrated surface sample will be collected from each of the established sampling grids during each sampling event. Each integrated surface sample must be collected over a continuous 25-minute period while a field technician walks a prescribed path over the sampling grid. The

samples shall be collected in 10-liter Tedlar bags using a non-contaminating pump. The probe of the sampling pump shall be held at a distance of not more than 3 inches above the surface of the landfill during sample collection. The Tedlar bags shall be enclosed within lightproof cardboard boxes to reduce the potential for photo-degradation of air contaminants targeted for analysis. Any samples containing greater than 50 ppmv TOC shall be recorded as an exceedance and the grid shall be identified as an area in need of remediation.

To initiate remediation, the Contractor shall notify the Site Supervisor of the landfill and the Site PM of exceedance areas within 24 hours of identification. In addition, a notification letter shall be sent to the Site PM.

The Contractor shall coordinate with the Site PM to enact remediation measures. At the Olinda Alpha Landfill & its closed Landfills the Contractor shall be responsible for remediation measures related to the operation of the LFGS, including, but not limited to, adjustment of extraction wells in the general vicinity. The County shall provide additional compacted cover material to specific exceedance areas when necessary.

Following implementation of mitigation measures, and within 10 days of the initial exceedance, the Contractor shall re-monitor all exceedance areas; and, within 24 hours, notify the Site PM of continued non-compliance. Two attempts at remediation and remonitoring shall be performed. In accordance with the Guidelines, if an exceedance still exists after two remediation attempts, the Contractor shall make recommendations of LFGS modifications, to the County, to bring the landfill into compliance with the applicable regulatory requirements.

As a means of tracking remediation of exceedance areas, Instantaneous Surface Monitoring (ISM) Data Sheets shall be filled out and distributed to appropriate personnel. Contractor shall notify the Site PM, in writing, of any outstanding exceedances at the end of each month.

During each sampling event, a minimum of two samples or 10% of all exceedances, whichever is greater, per event shall be collected and delivered to an approved analytical laboratory, and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- Total gaseous non-methane organic compounds (TGNMO)
- Core Group Toxic Air Contaminants (TAC) (listed in Table 1 of the SCAQMD Rule 1150.1)
Samples must be collected only when meteorological conditions meet the requirements for wind speed and precipitation found in the *Guidelines*. Sampling must be conducted on days when there had been no rain during the preceding 72 hours. Sampling shall be discontinued if instantaneous wind speeds are greater than 10 miles per hour (mph), or if the average wind speed over a 15-minute period exceeds 5 mph.

B.3 Ambient Air Sampling Analysis

As requested, ambient air sampling, including field procedures and equipment, shall be conducted in accordance with *Guidelines* and the approved *Compliance Plans* for Olinda Alpha and Villa Park Landfills.

Ambient air samplers must be positioned at the perimeter of the landfill to collect air samples representative of upwind (i.e., background) and downwind (i.e., air that has passed over the

landfill surface) conditions at the site. Siting of ambient air sampler locations must be based on evaluation of historic wind monitoring data collected at each landfill. Sampler locations shall be established to provide good meteorological exposure to the predominant offshore and onshore wind flows. Ambient air samplers shall be constructed, installed, and operated to meet SCAQMD design criteria and performance specifications found in the *Guidelines*. Light-sealed boxes containing individual 10-liter Tedlar sample bags must be housed within each weather-tight, ambient air sampler.

Ambient air sampling shall be conducted over two simultaneous 12-hour periods. One sample must be collected for each 12-hour period from each upwind and downwind sampler and shall be forwarded to the laboratory for analyses.

Collected samples shall be delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC (listed in Table 1)

Ambient air sampling must be conducted when weather conditions conform to the meteorological criteria specified in the *Guidelines*. These include:

- No rainfall during the sampling period
- Average wind speeds not exceeding 15 mph during any 30-minute period
- Instantaneous wind speeds not exceeding 25 mph

Wind speed and direction monitoring system with a continuous recorder, at a location on the landfill property that is representative of the wind speed and direction of the areas sampled shall be installed.

B.4 LFG Sampling and Analysis

As requested, LFG sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill.

LFG samples shall be collected from the main LFG header line entering the blower/flare station. At each of the sites, a LFG sample must be collected in a 10-liter Tedlar bag (enclosed in a light-sealed box) over a 10-minute period. These samples shall be delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Total Reduced Sulfur Compounds (TRS)
- Core Group TAC

At the request of Site PM, LFG extraction wells shall be monitored. The following data shall be collected and recorded:

- LFG temperature;
- Wellhead static pressure;
- Header static pressure;
- Methane gas concentration;
- Oxygen gas concentration;
- Carbon dioxide gas concentration;
- When necessary, the LFG flow rate must be determined for each well. Velocity meters and pitot tube differential pressure measurements are acceptable tools for this task;
- Sample ports located at strategic points in the gas conveyance header system shall be tested for the same parameters listed above; and
- All data must be transferred to and stored in a computer database, and analyzed for long term trends (i.e., pressure drops indicating blockage, subsurface combustion, reduced flow rates indicating possible decrease in LFG generation, etc.).
- After each monitoring event is completed and the data is evaluated, well flow-rate or vacuum adjustments for each well shall be implemented. Adjustments shall consist of varying the well's individual flow control valve as needed. After each adjustment is performed, the system shall be allowed to reach equilibrium before any additional adjustments are made. Follow-up monitoring must be conducted and extraction wells shall be adjusted in response to system balancing on an as needed basis. The goal is to control off-site migration and surface emissions.

B.5 Perimeter Probe Sampling and Analysis

As requested, perimeter probe sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill.

All refuse boundary gas probes shall be monitored for TOC as measured using a portable FID or alternative SCAQMD approved instrument. Prior to collecting a sample, each probe must be evacuated until the TOC concentration remains constant for a minimum of 30 seconds, as indicated by the FID. Each perimeter probe sample shall be collected in a 10-liter Tedlar bag housed within a light-sealed box over a continuous 10-minute period utilizing a non-contaminating pump. The sample will then be analyzed using the portable FID.

If the TOC concentration, as measured by the FID, is below 5% by volume as methane in all probes, then collect a single Tedlar bag sample from the probe containing the highest methane concentration and submit to an approved analytical laboratory for analysis within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC

If one or more probes contain TOC at a concentration greater than 5% by volume as methane, then collect Tedlar bag samples from each of the probes having a TOC concentration greater than 5% by volume as methane, up to a maximum of five probe samples collected. If more than five probes contain TOC at a concentration greater than 5% by volume as methane, then collect Tedlar bag samples from the five probes having the highest TOC concentration. Collected samples shall be

delivered to an approved analytical laboratory and analyzed within 72 hours of sampling for the following compounds:

- Fixed gases (i.e., methane, carbon dioxide, oxygen, and nitrogen)
- TGNMO
- Core Group TAC

In addition, each monitored probe containing greater than 2% methane shall require ISM monitoring on the area between the probe and refuse footprint. This task must be performed at the same interval as probe monitoring.

The following data shall be collected and recorded for probe monitoring event:

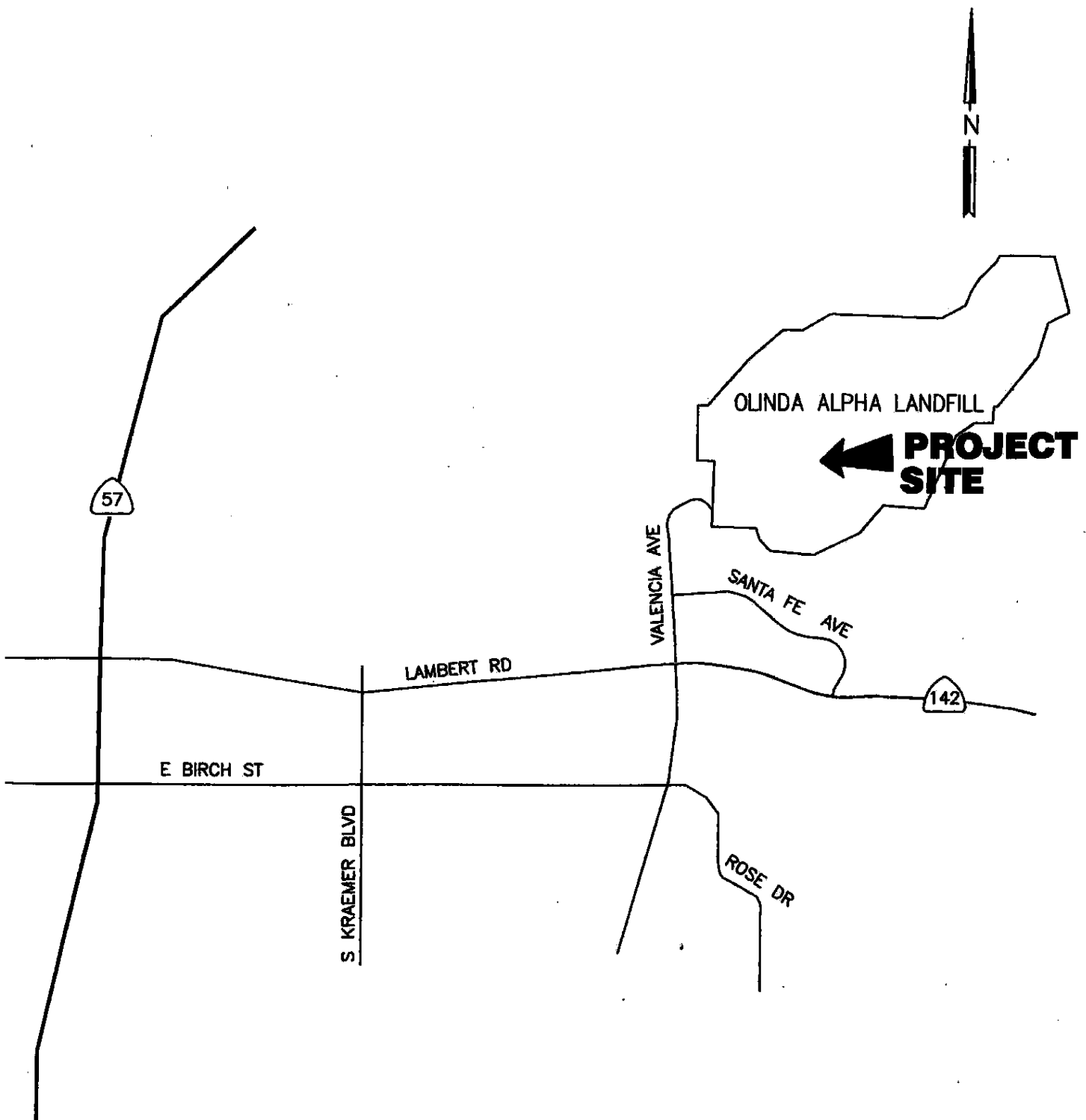
- static pressure
- percent methane
- percent oxygen
- percent carbon dioxide
- percent balance (as nitrogen)

B.6 Annual Source Testing And Reporting

As requested, the Contractor shall assist OC Waste & Recycling in writing specifications for the annual emissions tests required by SCAQMD. OC Waste & Recycling will arrange for a different vendor to perform source testing. The Contractor shall review and comment on the test protocols submitted by the source test vendor and obtain approval from the SCAQMD on behalf of the OC Waste & Recycling. On behalf of the OC Waste & Recycling, the Contractor shall manage and monitor the source test, check the test results, submit test results to the SCAQMD, and answer any questions from the SCAQMD. The Contractor shall be responsible for ensuring that the testing is in accordance with the required protocol of SCAQMD and the systems are ready for the source testing.

Source testing shall comply the landfill's specific flare station or blower facility permit to operate. The Contractor shall prepare source testing protocols in accordance with previously established and SCAQMD approved methodologies. Contractor will tune each flare to its optimum operating condition prior to performing official source tests. After the laboratory results are obtained, and within 45 days of completion of on-site sampling, the Contractor shall prepare and submit a draft source test report to the OC Waste & Recycling for review. The report will include all pertinent and necessary data to meet SCAQMD approval, including, but not limited to, an executive summary, a separate discussion of each test performed, summary tables of field measurements and laboratory analytical results, instrument calibration logs, and description of sampling points. The Contractor is responsible for making every effort to meet emission compliance limits.

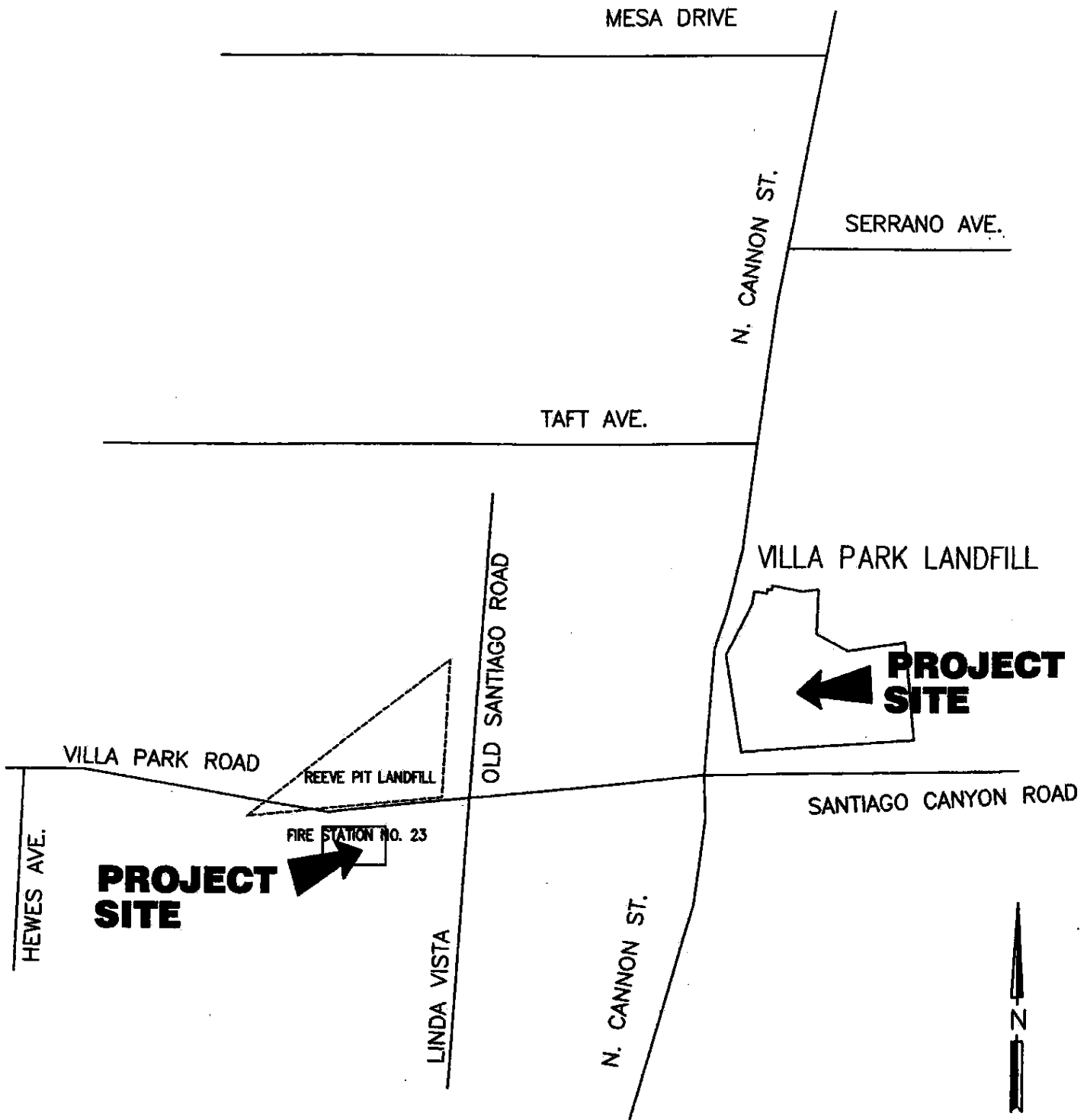
FIGURE 1A-OLINDA ALPHA CANYON LANDFILL



OLINDA ALPHA LANDFILL LOCATION MAP

NTS

**FIGURE 1B- VILLA PARK & FIRE STATION NO. 23
AT REEVE PIT LANDFILL**

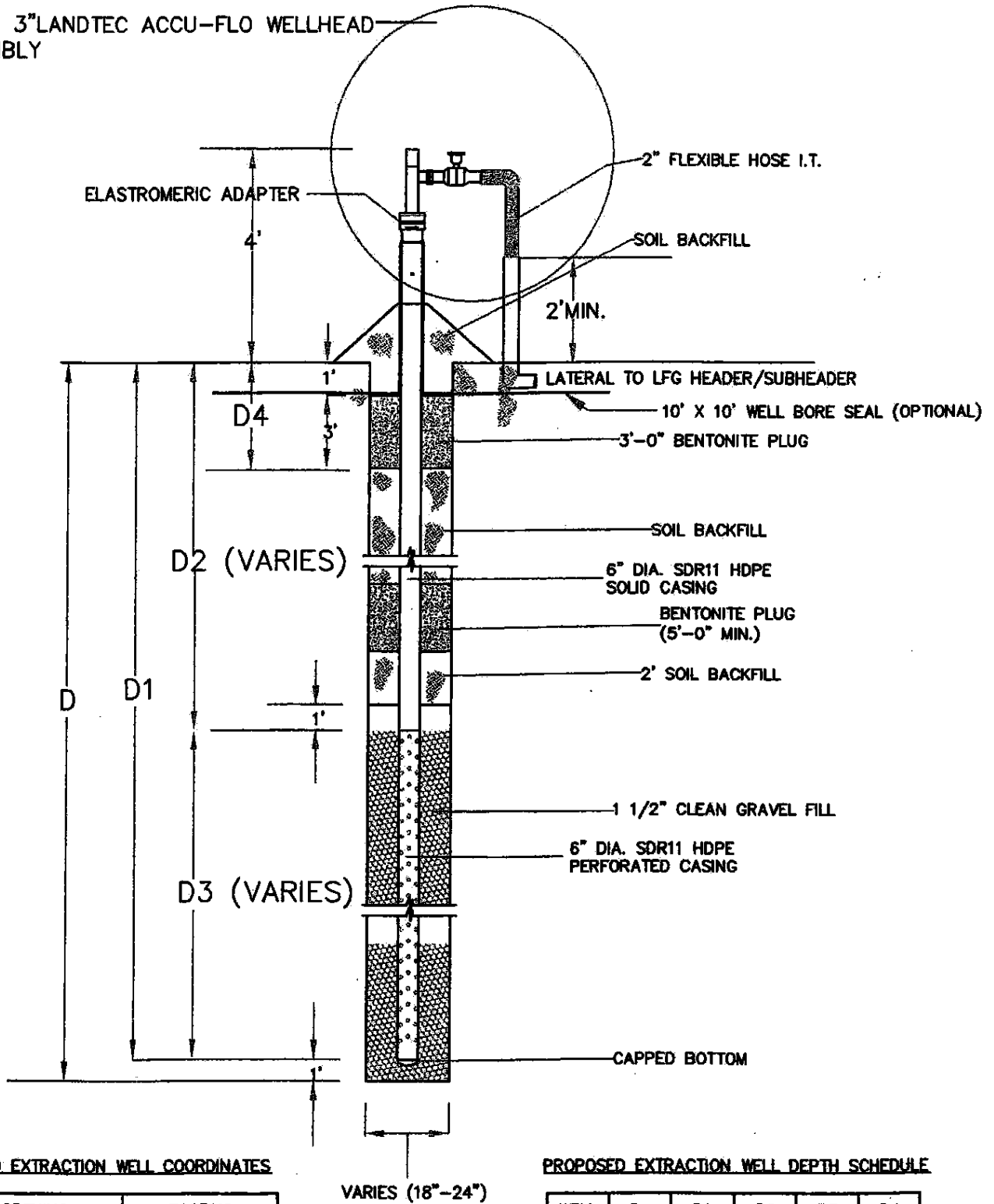


**VILLA PARK AND FIRE STATION NO. 23 AT REEVE PIT LANDFILL
LOCATION MAP**

NTS

FIGURE 2A

2" OR 3" LANDTEC ACCU-FLO WELLHEAD ASSEMBLY



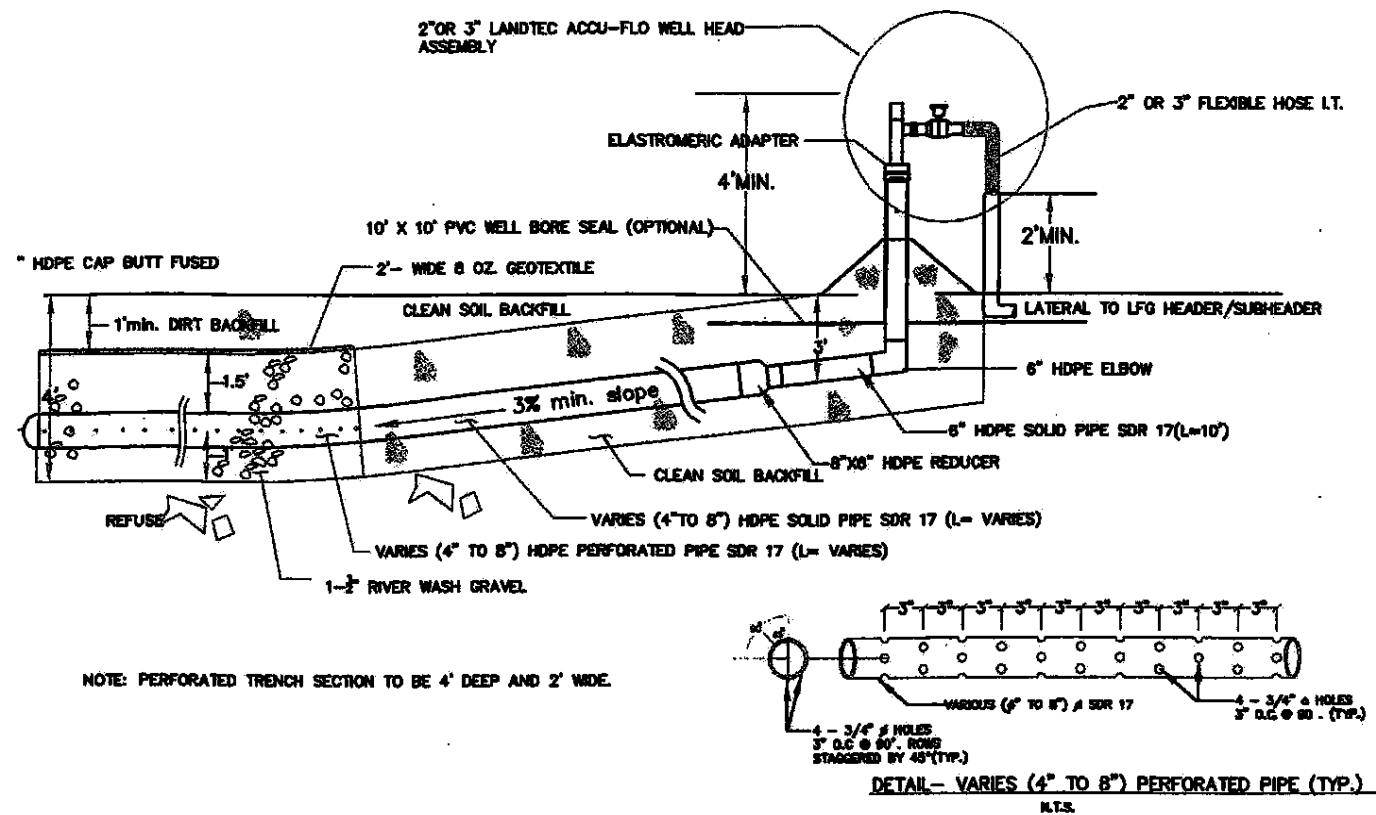
PROPOSED EXTRACTION WELL COORDINATES

WELL	NORTHING	EASTING

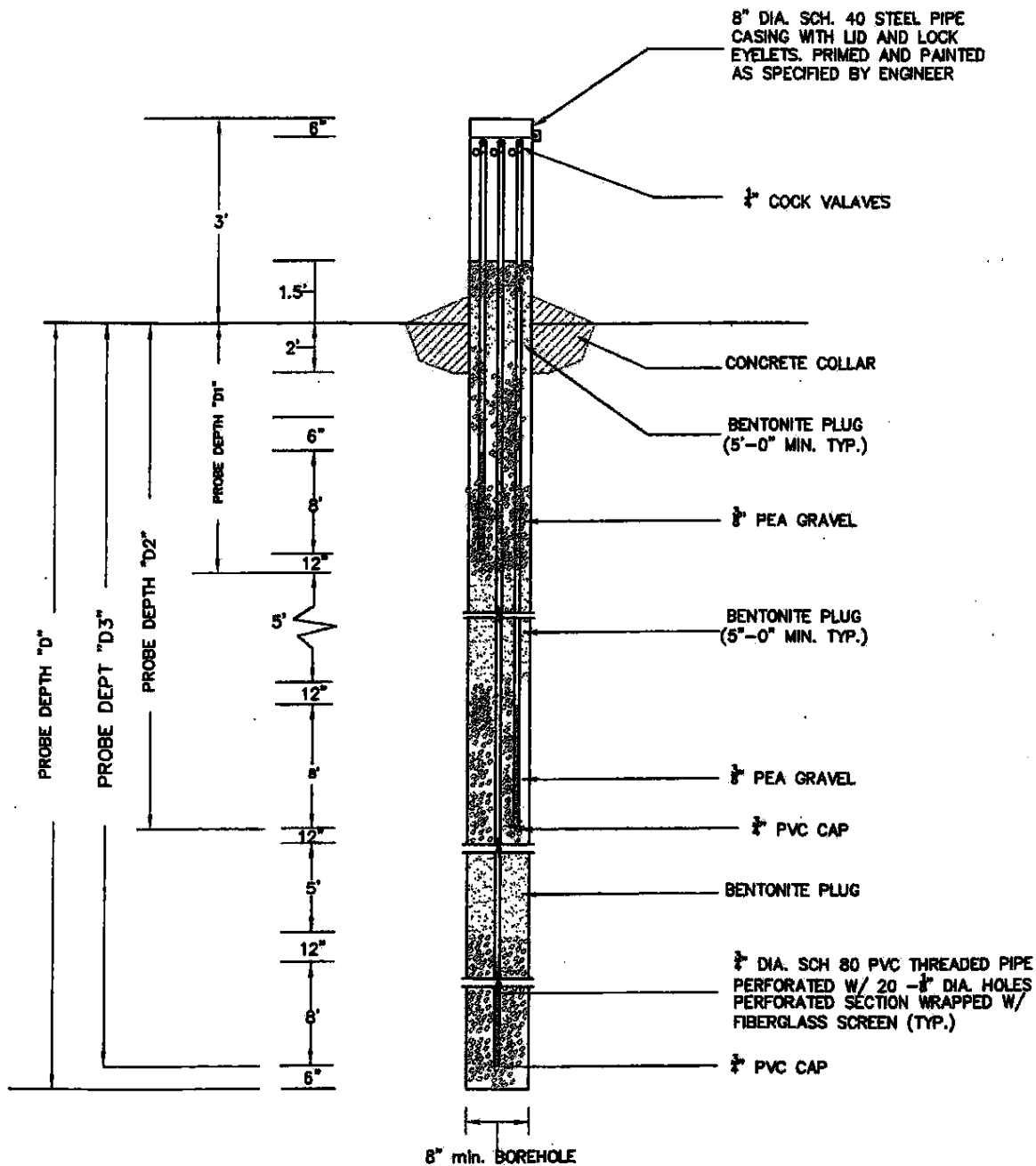
PROPOSED EXTRACTION WELL DEPTH SCHEDULE

WELL	D	D1	D2	D3	D4

VERTICAL WELL DETAIL (TYPICAL)
N.T.S.



HORIZONTAL WELL DETAIL (TYPICAL)
N.T.S.



PROPOSED MONITORING PROBE COORDINATE

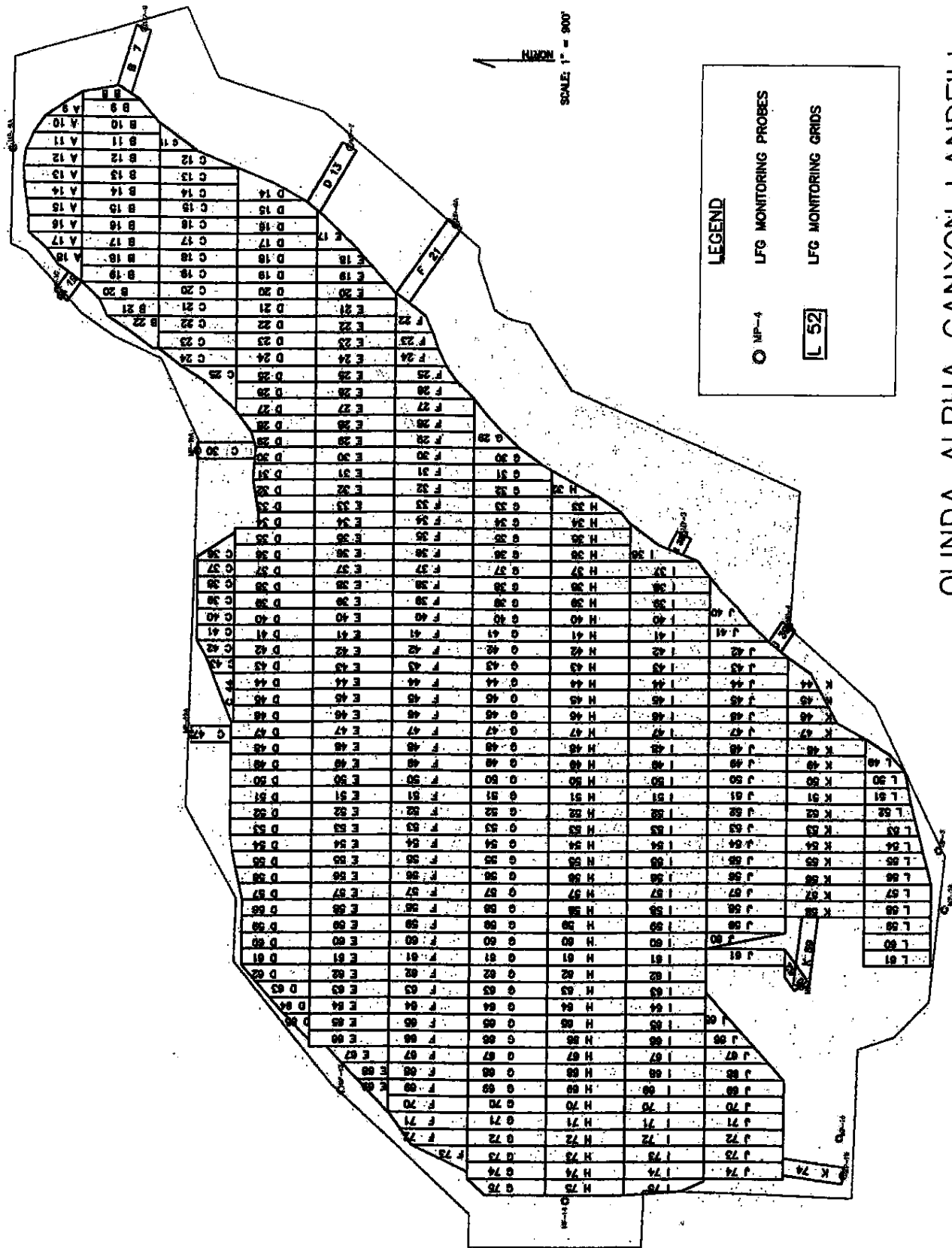
PROBE	NORTHING	EASTING

PROPOSED PROBE DEPTH SCHEDULE

PROBE	D	D1	D2	D3

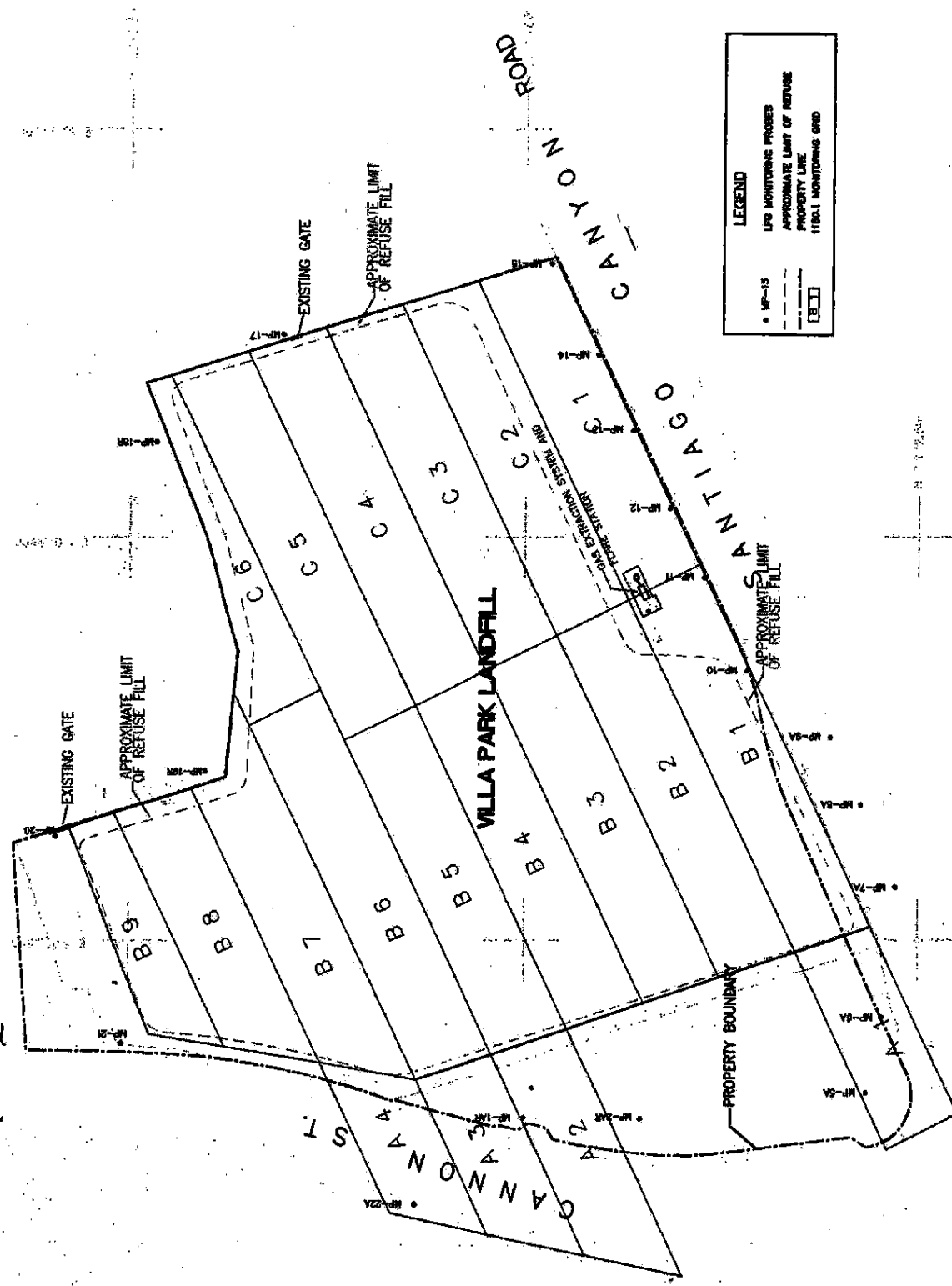
LFG MONITORING PROBE DETAIL (TYPICAL)
N.T.S

FIGURE 2D



OLINDA ALPHA CANYON LANDFILL
RULE 1150.1 LFG MONITORING GRIDS

FIGURE 2E



VILLA PARK LANDFILL
RULE 1150.1 LFG MONITORING GRIDS

DATE OF TOPOGRAPHY: SEPTEMBER 11, 2008

EXHIBIT B

COMPENSATION AND TERMS OF PAYMENT

Compensation:

The Contractor shall perform the tasks as set forth in Exhibit A, Scope of Work, in a cost effective manner. Compensation shall be in accordance with the approved Rate Sheet Parts A, B, C, and D.

Upon completion of the Task Order, the Contractor shall submit to the Site PM a billing invoice for services rendered. Site PM's authorization must be submitted with the invoice in order for payment to be made. The Site PM shall review and approve the invoice for payment by OC Waste & Recycling Accounting.

Invoicing and Payment:

Contractor shall invoice County in accordance with the terms and conditions provided herein. The invoice shall include all back-up documents to substantiate reimbursement cost incurred.

The cost for the work including the fees and reimbursable items will be billed monthly by the Contractor to the County in congruence with the scheduled deliverable in this Contract/Task Order. Please note that the following information must be clearly referenced on the invoice:

- the Contractor's vendor code,
- the Contract Number (MA) number

The responsibility for providing an acceptable invoice rests with the Contractor. This invoice must first be verified and approved by Site Project Manager (Site PM) and is subject to routine processing requirements of the County. The Contractor's invoice shall be paid after said verification and approval. It is customary for payments to be made from 45 to 60 days after receipt of valid invoice.

Payments made by the County Of Orange shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract, and shall not be construed as acceptance of any part of the services.

In the event of a lost or misdirected invoice, the Contractor shall re-issue at no additional charge and Site PM will certify it as an original. Invoices are to be submitted monthly in arrears for services provided. No billing shall cover services previously invoiced.

Contractor shall use company's letterhead to submit all invoices for goods delivered and / or services rendered. Proper references must be made to both the Task number in SOW, as well as to the Contractor's Federal I.D. or Taxation Number. Each invoice will have a unique invoice number and will include the following information:

- a. Contractor's name and address including email address
- b. Contractor's remittance address, if different from a. above
- c. Name of County agency/department
- d. Delivery/Service address
- e. All invoices shall reference the Task Number and the date of service.

- f. Product/services description that matches the description of the order
- g. Quantity, Unit of measure and Unit price that match those specified by the order and daily construction logs
- h. Sales tax, if applicable
- i. Freight/delivery charges, if applicable
- j. Total amount

Contractor shall submit separate invoices for work completed.

- a. Contractor shall not combine orders when invoicing the County. Each invoice shall only reference one and only one order number. Invoices that reference multiple County order numbers shall be rejected and returned to Contractor.
- b. Invoicing and payment related questions shall be directed to Auditor-Controller/Accounts Payable at the address shown above.

For each emergency and non-emergency visit, Contractor shall include back-up consisting of:

- a. Personnel name(s).
- b. Date of visit, time spent, and the time of day.
- c. Reason(s) for the visit.
- d. Receipts of materials/parts procured and/or specialized equipment/tools rented. Sub-Contractor's invoice(s).

All the costs on each invoice will be separate and itemized with reference to the task number and scope of work section. Invoice documentation shall include, but is not limited to the following:

- Item Number, if available
- Daily Construction Logs
- Description of Services
- Date of Service/, Completion of Service, and duration
- Copy of Task Order Proposal, pre-approved by Site PM (if applicable)
- Labor Cost per Hour, job title and hourly rate
- Material Costs (including any back-up documentation such as vendor's invoice, delivery/packing slip as required)
- Subcontractor Costs, if applicable
- Equipment Costs, if applicable
- Mobilization/Demobilization, if applicable
- Total Invoice Amount

All emergency and non-emergency services will have a backup sheet describing the name of the person; log sheets, time spent, reason for the visit, the time of the day, and charges for each visit. Include any supporting documentation as required herein, such as Site PM's authorization.

Invoicing related questions shall be directed to Site PM and payment related questions shall be directed to Auditor-Controller/Accounts Payable.

An original and one copy of all invoices and support documentation are to be submitted for approval and payment to:

OC Waste & Recycling
Auditor-Controller/Accounts Payable
300 N. Flower St., Ste. 400
Santa Ana, CA 92703-5000
Contract: SCS for LFG Services for North Region Project No. 618766

Labor Requirements:

The hourly and/or per call rate(s) quoted in the aforementioned Rate Sheets, shall include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses, and all profit applicable to services identified by Contractor. Overtime will not be paid on non-emergency response requests, unless specifically authorized by Site PM at the time the request for service is initiated.

Straight time is eight hours a day. The start time and the lunchtime are flexible depending upon the nature of the work. Overtime is any time after the straight time hours on weekdays, all day Saturday and Sunday, and will only be paid for emergency or time and materials work. The Contractor must obtain prior written approval from OC Waste & Recycling before working overtime except on emergency calls. Holiday time may be charged on the County of Orange declared holidays only.

Unauthorized visits by contractor and its personnel to coordinate other business not directly related to the projects described, and required in the SOW will not be compensated for by County for time spent at the sites.

No Contractor personnel shall be allowed to assume a title other than what was agreed upon prior to the start of the Contract term and shall adhere to the experience requirements established by County stated under Contractor Requirements.

Subcontractor Costs:

When pre-approved by the Site PM, the use of subcontractors to perform work specified in a task order shall be reimbursed at actual cost plus 10% markup - **only** for services, equipment, etc. **not** listed in Rate Sheets Part A, C, and D. See below for Material Cost reimbursement.

Material Costs:

When approved by the Site PM, all parts and materials, purchased by the Contractor or by its Subcontractor, **and not** listed in Rate Sheet Part B, shall be reimbursed at actual cost plus 5%. **The 5% markup is not allowed for materials listed in Rate Sheet Part B.** All parts shall be F.O.B Destination. The 5% markup may be applied **only** to the actual cost of the parts or materials, excluding tax and freight. No additional cost or mark-up will be applied to the sales tax amount and freight. Contractor shall not be reimbursed for any administrative charges in procuring of materials. The Contractor is to provide with every invoice, a copy of the supplier's invoice for any part costing \$100.00 or more.

All replacement parts shall be new, except when rebuilt or remanufactured parts are most cost effective and pre-authorized by the County. The Contractor is to provide with every invoice, a copy of the supplier's invoice.

NO MARKUP SHALL BE ALLOWED FOR SERVICES, MATERIALS, EQUIPMENT, ETC. LISTED IN RATE SHEETS PART A, B, C, AND D.

Warranty:

Contractor shall warrant all labor and materials used in the work for a period of one (1) year (or in accordance with Contractor's or Manufacturer's Warranty, whichever is longer) after completion of repairs.

RATE SHEET - PART A
OPTIONAL MONITORING AND SAMPLING SERVICES

No.	Description	Unit	Cost per Unit	Estimated No. of Units per Year	Annual Cost
SCAQMD Rule 1150.1 Monitoring and Reporting					
	(A) Olinda Alpha				
	1) Integrated Surface Sampling	Per Grid	\$23.10	408 x 4	\$37,699.20
	2) Instantaneous Surface Monitoring	Per Grid	\$17.05	408 x 4	\$27,825.60
	3) Perimeter Probe Monitoring	Per Port	\$11.55	89 x 12	\$12,335.40
	4) Raw Landfill Gas Sampling	Per Unit	\$55.00	1 x 4	\$220.00
	5) Ambient Air Sampling	Per Unit	\$220.00	4 x 4	\$3,520.00
	6) Probe Sampling	Per Unit	\$55.00	1 x 4	\$220.00
	(B) Villa Park Landfill				
	1) Integrated Surface Sampling	Per Grid	\$23.10	19 x 1	\$438.90
	2) Instantaneous Surface Monitoring	Per Grid	\$17.05	19 x 1	\$323.95
	3) Perimeter Probe Monitoring	Per Port	\$11.55	50 x 12	\$6,930.00
	4) Raw Landfill Gas Sampling	Per Unit	\$55.00	1 x 1	\$55.00
	5) Ambient Air Sampling	Per Unit	\$220.00	4 x 4	\$3,520.00
	6) Probe Sampling	Per Unit	\$55.00	1 x 4	\$220.00
	(C) Fire Station No. 23 adjacent Reeve Pit				
	3) Perimeter Probe Monitoring	Per Port	\$11.55	8 x 4	\$369.60
	2) Title 27, Structural Monitoring	Per Unit	\$100.00	1 x 12	\$1,200.00

RATE SHEET -PART B MATERIALS AND INSTALLATION

Description	Unit	Material Cost per Unit	Installation cost includes labor and equipment
HEADERS, SUBHEADERS, LATERALS, MISCL.			
36" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$81.00	\$41.00
w/ refuse hauling	L.F.	\$81.00	\$54.31
36" Iso. Valve Epoxy Coated Cast Iron-Below gr. back-up rings, adapters, seals, gasket, SS bolt pk 5' valve stem, gear bx, Viton seats	Set	\$26,548.00	\$4,500.00
36" Iso. Valve Epoxy Coated Cast Iron-Above gr. bk-up rings, gear bx, seals, gasket and SS bolt pk 5' valve stem, gear bx, Viton seats	Set	\$26,548.00	\$4,300.00
30" x 36" HDPE Reducer SDR 17	pc.	\$2,400.00	\$958.00
30" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$62.35	\$26.00
w/ refuse hauling	L.F.	\$62.35	\$43.65
30" Solid HDPE SDR 17 above ground	L.F.	\$62.35	\$25.74
30" Solid HDPE Tee	pc.	\$2,600.00	\$1,240.00
30" Flange Set, HDPE includes adapters, seals, DI rings, SS bolt pack	Set	\$4,120.00	\$700.48
30" Elbow HDPE-90 Degree	pc.	\$1,242.00	\$738.00
45 Degree	pc.	\$782.00	\$745.00
22 Degree	pc.	\$696.00	\$962.00
30" Iso. Valve Epoxy Coated Cast Iron-Below gr. bk-up rings, gear bx, seals, gasket and SS bolt pk 5' valve stem, gear bx, Viton seats	Set	\$20,185.00	\$728.00
30" Iso. Valve Epoxy Coated Cast Iron-above gr. includes bk-up rings, gear bx, seals, gasket, gear box, Viton seats, and SS bolt pk.	Set	\$20,185.00	\$728.00
30" x 18" Reducer HDPE	pc.	\$2,420.00	\$584.00
18" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$21.00	\$23.00
w/ refuse hauling	L.F.	\$21.12	\$29.50
18" Solid HDPE SDR 17 above ground	L.F.	\$21.30	\$17.20
18" Solid HDPE Tee	pc.	\$361.00	\$477.00
18" Elbow HDPE-90 Degree	pc.	\$328.00	\$418.00
45 Degree	pc.	\$230.00	\$421.00
22 Degree	pc.	\$230.00	\$421.00
18" x 18" x 18" Solid HDPE Wye	pc.	\$977.00	\$475.00
18" Flange Set includes adapters, seals, DI rings, seals, gasket, and SS bolt pack	Set	\$1,100.00	\$510.00
18" HDPE Blind Flange Set, includes blind, adapter DI rings, seals, gasket and SS bolt pack	Set	\$1,021.00	\$482.51
18" Iso. Valve Epoxy Coated Cast Iron-below gr. includes bk-up rings, gear bx, seals, gasket, gear box, 5' valve stem, Viton seat, and SS bolt pk.	Set	\$5,320.00	\$440.00
18" Iso. Valve Epoxy Coated Cast Iron-below gr. includes bk-up rings, gear bx, seals, gasket, gear box, Viton seat, and SS bolt pk.	Set	\$5,600.00	\$460.00
18" x 12" x 18" Reducing Tee HDPE	Set	\$854.00	\$450.00

RATE SHEET -PART B-Continued MATERIALS AND INSTALLATION

Description	Unit	Material Cost per Unit	Installation cost includes labor and equipment
18" BUNA N Iso. Valve Epoxy Coated Cast Iron Above gr. includes bk-up rings, seals, gasket, gear box, seat, and SS bolt pk.	Set	\$3,900.00	\$1,130.00
12" Solid HDPE Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$11.00	\$19.00
w/ refuse hauling	L.F.	\$11.00	\$26.00
12" Solid HDPE Above ground	L.F.	\$11.00	\$11.50
12" Elbow HDPE 90 Degree	pc.	\$161.00	\$190.00
45 Degree	pc.	\$136.00	\$193.00
22 Degree	pc.	\$136.00	\$296.00
12" x 12" x 12" HDPE Wye	pc.	\$390.00	\$407.00
12" PVC Cap	pc.	\$100.00	\$27.00
12" Electro-fusion coupling	pc.	\$330.00	\$197.00
12" BUNA N Iso. Valve Epoxy Coated Cast Iron Below gr. Includes bk-up rings, seals, gasket, gear box, 5' valve stem, seat, and SS bolt pk.	Set	\$1,350.00	\$835.00
12" BUNA N Iso. Valve Epoxy Coated Cast Iron Above gr. Includes bk-up rings, seals, gasket, gear box, seat, and SS bolt pk.	Set	\$1,170.00	\$547.00
12" x 12" x 12" Tee HDPE	pc.	\$220.00	\$443.00
8" x 12" Reducer HDPE	pc.	\$108.00	\$291.00
8" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$5.00	\$15.75
w/ refuse hauling	L.F.	\$5.00	\$23.00
8" Solid HDPE SDR 17 Above ground	L.F.	\$5.00	\$9.25
8" HDPE Blind Flange set, includes blind, adapter, DI rings, gasket, and SS bolt pack	Set	\$227.00	\$132.00
8" HDPE Elbow-90 Degree	pc.	\$107.00	\$152.00
45 Degree	pc.	\$107.00	\$152.00
22 Degree	pc.	\$84.00	\$145.00
8" Solid HDPE Tee	pc.	\$145.00	\$171.00
8" x 18" HDPE Branch Saddle	pc.	\$82.00	\$178.00
8" BUNA N Iso. Valve Epoxy Coated Cast Iron Below gr. Includes bk-up rings, seals, gasket, gear box, 5' valve stem, seats, and SS bolt pk.	Set	\$765.00	\$750.00
8" BUNA N Iso. Valve Epoxy Coated Cast Iron Above gr. Includes bk-up rings, seals, gasket, gear box, seats, and SS bolt pk.	Set	\$625.00	\$565.00
8" HDPE Cap – butt fused	pc.	\$51.00	\$63.00
8" PVC Cap	pc.	\$28.00	\$24.00
8" Electro-fusion coupling	pc.	\$132.00	\$130.00
8" x 6" x 8" HDPE Reducing Tee	pc.	\$210.00	\$140.00
8" x 6" HDPE Reducer	pc.	\$61.00	\$97.00
6" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$3.25	\$15.00
w/ refuse hauling	L.F.	\$3.25	\$21.75
6" Solid HDPE Tee	pc.	\$57.00	\$150.00

RATE SHEET -PART B-Continued MATERIALS AND INSTALLATION

Description	Unit	Material Cost per Unit	Installation cost includes labor and equipment
6" BUNA N Iso. Valve Epoxy Coated Cast Iron Below gr. includes bk-up rings, seals, gasket, gear box, 5' valve stem, seats, and SS bolt pk.	Set	\$556.00	\$532.00
6" BUNA N Iso. Valve Epoxy Coated Cast Iron Above gr. includes bk-up rings, seals, gasket, gear box, seats, and SS bolt pk.	Set	\$460.00	\$445.00
6" Solid HDPE SDR 17 Above ground	L.F.	\$3.25	\$9.25
6" Flange set includes adapters, gasket, seals DI Rings, and SS bolt pack	Set	\$150.00	\$104.00
6" HDPE Blind Flange set, includes, blind, adapter, seals, DI rings, HDPE blind, gasket and, SS bolt pk	Set	\$150.00	\$108.00
6" HDPE Branch Saddle x 18"	pc.	\$36.00	\$160.00
x 12	pc.	\$36.00	\$180.00
6" HDPE Elbows-90 Degree	pc.	\$45.00	\$148.00
45 Degree	pc.	\$45.00	\$148.00
22 Degree	pc.	\$45.00	\$148.00
6" PVC Cap	pc.	\$13.00	\$16.00
6" HDPE Cap -butt fused	pc.	\$31.00	\$70.00
6" Electro-fusion coupling	pc.	\$102.00	\$140.00
6" x 4" Elastomeric Adapters for Accu Flo whead	pc.	\$13.00	Included in wellhead installation
6" x 4" HDPE Reducer	pc.	\$32.00	\$145.00
4" Solid HDPE SDR 17 Buried 3' min. to Top of pipe			
w/out refuse hauling	L.F.	\$1.50	\$10.25
w/ refuse hauling	L.F.	\$1.50	\$12.25
4" Solid HDPE SDR 17 Above ground	L.F.	\$1.50	\$6.50
4" Solid HDPE Tee	pc.	\$23.00	\$115.00
4" HDPE Elbows-90 Degree	pc.	\$20.00	\$70.00
45 Degree	pc.	\$20.00	\$70.00
22 Degree	pc.	\$20.00	\$70.00
4" Flange set, includes HDPE adapters, gaskets DI Ring, SS bolt pack	Set	\$112.00	\$82.00
4" HDPE Blind Flange set, includes HDPE adapter, seals, DI Rings, gasket, and SS bolt pack	Set	\$102.00	\$81.00
4" Branch Saddle HDPE x 18"	pc.	\$25.00	\$160.00
x 12"	pc.	\$25.15	\$162.29
x 8"	pc.	\$30.00	\$175.00
4" Electro-fusion coupling	pc.	\$41.91	\$90.82
4" x 3" HDPE Reducer	pc.	\$14.00	\$70.00
4" x 4" Elastomeric Adapters for Accu Flo whead	pc.	\$8.50	Included in wellhead installation
4" x 2" HDPE Reducer	pc.	\$14.25	\$70.00
4" PVC Cap	pc.	\$6.00	\$7.00
4" HDPE Cap -butt fused	pc.	\$12.00	\$35.00
3" Accu Flo wellhead PVC Landtec and adapter clamps, 3" flexible ITC hose Per Figures 2A & 2B	Set	\$793.00	\$75.00
2" Accu Flo wellhead PVC Landtec w/ clamps, 2" flexible ITC hose Per Figures 2A & 2B	Set	\$439.00	\$75.00
10' X 10' PVC Boot seal incl. neck clamp	pc.	\$315.00	\$392.00

RATE SHEET -PART B-Continued MATERIALS AND INSTALLATION

Description	Unit	Material Cost per Unit	Installation cost includes labor and equipment
HORIZONTAL LFG COLLECTION SYSTEM Perforated			
Trench includes HDPE SDR 17 pipe, 8 oz. geofab, and gravel per Figure 2B includes refuse hauling & backfilling 8-inch SDR 17	L.F.	\$21.00	\$21.75
6-inch SDR 17	L.F.	\$17.00	\$22.00
4-inch SDR 17	L.F.	\$16.75	\$18.25
Horizontal Collector/Mobilization/Demobilization	L.S.	\$0.00	\$6,000.00
VERTICAL LFG COLLECTION SYSTEM			
Drilling Mobilization/Demobilization (To, From, and Within Site) includes Carbon Filter Box			\$8,500.00
Drilling of 24" diameter borehole includes refuse hauling			
Less than or equal to 100' deep	L.F.	\$0.00	\$55.50
Over 100' deep	L.F.	\$0.00	\$61.50
Drilling of 18" diameter borehole includes refuse hauling			
Less than or equal to 100' deep	L.F.	\$0.00	\$55.50
Over 100' deep	L.F.	\$0.00	\$62.00
Vertical well Installation for 24" borehole includes 1-1/2" gravel, perforated and solid pipes, bentonite plug (per drawing Figure 2A Based on 100' depth). Assume perforated to be 1/3 of total depth			
4-inch SDR 11	L.F.	\$12.00	\$13.25
6-inch SDR 11	L.F.	\$14.50	\$15.25
Vertical well Installation for 18" borehole includes 1-1/2" gravel, perforated and solid pipes, bentonite plug (per drawing Figure 2A based on 100' depth). Assume perforated to be 1/3 of total depth			
4-inch SDR 11	L.F.	\$10.25	\$13.85
6-inch SDR 11	L.F.	\$13.00	\$15.25
Abandonment of 18"-24" borehole includes 5' bottom bentonite plug and soil backfilling	each	\$250.00	\$350.00
LFG MONITORING PROBE			
Drilling of 8" diameter borehole Less than or equal to 100' deep			
Over 100' deep	L.F.	\$0.00	\$54.00
Abandonment of 8" borehole or probe includes 5' bottom bentonite plug and soil backfilling	each	\$250.00	\$350.00
Monitoring Probe Installation includes pea gravel, perforated and solid PVC pipe, bentonite plugs, cock valves, protective casing per drawing Figure 2C based on 100' depth), and tags.	L.F.	\$31.00	\$27.50

RATE SHEET -PART C LABOR RATE				
No.	Personnel	Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
A	Operation and Maintenance			
1	Project Manager	\$165.00	\$165.00	\$165.00
2	Project Foreman/Suprv-Construction Services	\$74.00	\$103.60	\$148.00
3	Equipment Operator	\$62.00	\$86.80	\$124.00
4	Pipe Fusion Technician	\$112.50	\$157.50	\$225.00
5	Laborer	\$48.00	\$67.20	\$96.00
6	Semi-skilled Laborer	\$48.00	\$67.20	\$96.00
B	Optional Services			
1	Principal Engineer	\$199.00	\$199.00	\$199.00
2	Engineer	\$160.00	\$160.00	\$160.00
3	Construction Manager	\$145.00	\$145.00	\$145.00
4	Senior Monitoring and Operation Technician	\$95.00	\$133.00	\$190.00
5	Lead Monitoring and Operation Technician	\$70.00	\$98.00	\$140.00
6	Monitoring and Operation Technician	\$70.00	\$98.00	\$140.00
7	Senior Geologist	\$135.00	\$135.00	\$135.00
8	Geologist	\$125.00	\$125.00	\$125.00
9	Environmental Specialist	\$100.00	\$100.00	\$100.00
10	Senior Monitoring and Operation Technician	\$95.00	\$133.00	\$190.00
11	Lead Monitoring and Operation Technician	\$70.00	\$98.00	\$140.00
12	Monitoring and Operation Technician	\$70.00	\$98.00	\$140.00
13	Lead Mechanic -maintenance and trouble shooting LFG systems	\$100.00	\$100.00	\$100.00
14	Mechanic-maintenance and trouble shooting LFG systems	\$90.00	\$90.00	\$90.00

RATE SHEET -PART D EQUIPMENT RATE

No.	Equipment	Daily Rate	Weekly Rate	Monthly Rate
1	Excavator	495	1,650.00	4,235.00
2	Loader	450	1,540.00	4,100.00
3	Back Hoe	340	1,430.00	2,600.00
4	Dump/Roll off Truck	434	1,970.00	3,670.00
5	Utility Truck	290	1,150.00	2,025.00
6	Fork Lift	357	1,320.00	2,855.00
7	Crane	385	1,210.00	3,135.00
8	Water Truck	325	1,100.00	2,145.00
9	30"-36" Fusion Machine and Generator	1,100.00	3,724.00	7,261.00
10	1"-4" Fusion Machine includes Generator	80	240	720
11	6"-12" Fusion Machine includes Generator	225	675	2,025.00
12	12" -18" Fusion Machine includes Generator	300	750	2,250.00
13	Electro-Fusion Machine/processor	175	625	1,875.00
14	9.7 -KW Generator	126.5	357	650
15	Compressor	132	250	640

Note: Equipment rates to include delivery and transport

EXCAVATOR/19-21 METRIC TON/CRAWLER/DSL

WHEEL LOADER/3YD/GEN BKT/DSL

BACKHOE/75-85HP/4WD/EXTENDAHOE/DSL

TRUCK/BOXDUMP/5-6YD/DSL

TRUCK/PICKUP/SUPERCAB/F150CLASS/GAS/4WD

FORKLIFT/CONSTR/HI-REACH/5000#/4WD/DSL

CRANE/TRUCK/15TON/DSL/SINGLE AXLE

TRUCK/WATER/2000 GALLON/DSL

EXHIBIT C
Approved Subcontractors

Subcontractor	Work, Trade, Service	License(s)	Location of Shop or Service
RES Environmental Services	Compliance Monitoring		865 Via Lata Colton, CA
AtmAA	Air Quality Laboratory		23917 Craftsman Road Calabasas, CA 91312
SCEC	Source Testing		1582-1 N. Batavia Street Orange, CA 92867
Frank's Industrial Services	Electrical/Instrumentation		1426 W. 259 th Street Harbor City, CA 90710
S.D. Drilling	Drilling	819365	24660 Old Julian Highway Ramona, CA 92065
Layne Christensen	Drilling	510011	11001 Etiwanda Boulevard Fontana, CA 92337
Test America	Drilling	819548	1016 E. Katella Avenue Anaheim, CA 92805
Cascade Drilling	Drilling	938110	555 S. Harbor Boulevard La Habra, CA 90631

Attachment A-1

County of Orange Child Support Enforcement Contract Terms and Conditions

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the A-E agrees to furnish the required data and certifications to the Director, the Purchasing Agent, or the agency/department deputy purchasing agent.

Failure of the A-E to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

County of Orange Child Support Enforcement Certificate

"I certify that SCS Field Services is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Project 547796, with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

*Signature**

Name (Please Print)

Title

Date

Company Name

Contract No. MA-299-10012058 LFG Services for North Region

Contract Number

***Two signatures required if a corporation.**

Attachment A-2 Health & Safety Plan Requirements

As of 1991, the Department of Occupational Safety and Health (DOSH) - commonly referred to as Cal/OSHA - requires a written and effective *Injury and Illness Prevention Program* (IIPP). This is mandated in T8 CCR §3203, *General Industry* Safety Orders, and T8 CCR §1509, *Construction* Safety Orders. The IIPP is the primary component of a comprehensive Health & Safety Plan (HSP), and one that is closely evaluated by DOSH Compliance Officers. The OC Waste & Recycling Safety Inspector will review the corporate HSP according to these IIPP requirements:

- **Responsibility** - 3203(a)(1): Identify the person(s) with authority and responsibility for implementing the Program. [NOTE: This is overall authority for the program – field and office]
- **Compliance** – 3203(a) (2): Include a system for ensuring that employees comply with safety and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training or other means to ensure compliance.
- **Communication** – 3203(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.
- **Inspections** – 3203(a) (4): Include procedures for identifying and evaluating work place hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).
- **Accident Investigations** – 3203(a) (5): The Program must include a procedure(s) to investigate injury or occupational illness.
- **Hazard Correction** – 3203(a) (6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.
- **Safety Training & Instruction** – 3203(a)(7): Provide safety training and relevant instruction to employees:
 - New hires, re-classified employees and supervisors.
 - Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.
- **Record Keeping & Documentation:** Records taken to implement and maintain the Program shall include:
 - Safety Inspections – 3203(b) (1): Inspection records, as required by subsection (a) (4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.
 - Training - 3203(b) (2): Employee training records, as required by subsection (a) (7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

The IIPP is one of a handful of programs that may be required by DOSH. Depending on your operations, your work as a Contractor may require other written programs such as those defined below. It is your responsibility as a Contractor to maintain compliance with applicable standards beyond the basic IIPP requirements, and to submit for review any programs requested by the Safety Inspector should the need arise. The Safety Inspector can be contacted at (714) 834-4117 for additional guidance.

- Emergency Action Plan - T8 CCR 3220; Fire Prevention Plan - T8 CCR 3221; Hazard Communication Program - T8 CCR 5194; Confined Space Entry - T8 CCR 5156-5159; Respiratory Protection - T8 CCR 5144; Lockout/Tagout - T8 CCR 3314, 6003 & 2320; Chemical Hygiene - T8 CCR 5191 & Article 110; Bloodborne Pathogens - T8 CCR 5193; and Hearing Conservation - T8 CCR 5096 – 5100.

Attachment A-3

Regulatory Compliance Requirements (County)

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions within the Contractor's control as listed below. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with the provisions of this Section. The Contractor shall be liable for any action or inaction resulting in a fine imposed by the regulatory agencies on those incidents of noncompliance that is within the Contractor's area of responsibility.

1. PERMITS

- A. The Contractor shall be responsible for obtaining all trade-related permits required by the Project, permits required for the operation and storage of any equipment or hazardous regulated materials brought onsite, and permits required for dispensing and storing of petroleum-related products.
- B. The Contractor shall maintain copies of all permits required for construction of this Project at the job site. Exceptions to this shall be the South Coast Air Quality Management District (SCAQMD) permit for dust control and the SCAQMD permit and Local Enforcement Agency (LEA) approval for refuse excavation, if required, which shall be obtained by the County. However, it is still the responsibility of the Contractor to comply with the conditions in the SCAQMD permits and all other permits, which shall become a part of this Contract. The Contractor shall submit to the County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit, if necessary. The Contractor shall obtain a copy of the landfill's National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Protection Plan (SWPPP) and Monitoring Program (MP) and comply with the conditions therein that are applicable to the Contractor.

2. REGULATORY COMPLIANCE AUTHORITIES

All work shall be performed in accordance with the most current regulatory criteria and standards, which include, but are not limited to:

- Waste Discharge Requirements issued by the respective California Regional Water Quality Control Boards;
- Resource Conservation and Recovery Act, Subtitle D;
- California Code of Regulations Titles 8 (Cal-OSHA), 14, 23, and 27;
- South Coast Air Quality Management District Rules 403, 431.1, Title V, NSPS and 1150.1;
- National Pollutant Discharge Elimination System (NPDES);
- County of Orange Resources and Development Management Department (RDMD, formerly PFRD);
- County of Orange RDMD Grading Manual and Excavation Code;
- Uniform Fire Code;
- Others may include: APWA Standard Specifications, current County of Orange Hydrology Manual and California Environmental Quality Act, as well as instructions set forth by the Director of OC Waste & Recycling or designee; and

- Any other agency permits pertinent to the Project.

3. ORDINANCES

Construction shall conform to all Federal, State, County, and local codes, ordinances, regulations, and standards having jurisdiction thereof. In the case of conflict between any such applicable documents mentioned above and the specifications and drawings, the highest requirement shall govern. No additional charges shall be allowed for any changes to make work conform to regulations of above-mentioned documents or governing agencies, but shall be considered as completely included in the Contract price.

4. CULTURAL/SCIENTIFIC RESOURCES

- A. The County may employ the services of a paleontological/archaeological firm to monitor the excavation at the project site. The Contractor shall cooperate with the personnel of the firm. In the event the paleontologist or archaeologist asks the Contractor to stop work in a particular section of the excavation, the Contractor shall abide by the request immediately.
- B. If the Contractor's operations uncover, or Contractor's employees find any burial grounds or remains, ceremonial objects, petroglyphs, and archaeological or paleontological, or other artifacts of like nature within the construction area, the Contractor shall immediately notify the County's onsite representative of the Contractor's findings and shall modify the construction operations, so as not to disturb the findings pending receipt of notification as to determination of the final disposition of such findings from the County.
- C. Should the findings, or notification as to disposition of findings, result in delays or extra work, additional time and/or extra work, payment will be allowed as provided for within this Contract.
- D. Any findings of a cultural/scientific resource nature shall remain the property of the County and not become the property of the person or persons making the discovery.

5. DISPOSAL OF SOLID WASTE

The Contractor shall be responsible for proper disposal of all refuse. Unless the waste meets Class III solid waste criteria, and any other requirements in the landfill's solid waste facilities permit, the Contractor shall not dispose of said waste at the landfill. If the Contractor elects to dispose of Class III refuse in any OC Waste & Recycling operated landfill, the Contractor shall be responsible for processing refuse through the scales and shall pay the current gate fees, unless it is specified otherwise in the Contract.

Solid waste resulting from maintenance and service may be disposed of within the active landfill at no charge if acceptable within the guidelines of a Class III landfill and approved in writing by the County. The Contractor shall contact the Site PM or prior to disposal for the designated disposal area.

Any other solid waste or liquid waste resulting from service and maintenance that is unacceptable for disposal in a Class III landfill (including tires) shall be the sole responsibility of the Contractor and shall be included as part of the Fixed Rate Contract. The Contractor shall arrange for a State approved waste-handling firm to dispose of any material classified as hazardous or unacceptable waste. This firm shall be bonded and found acceptable to County of Orange CEO/Risk Management. The Contractor shall submit proof of this firm being retained by the Contractor within ten (10) calendar days of the effective date of the Contract. Any unacceptable refuse left beyond thirty (30) days may be disposed of by the County and any related costs shall be deducted directly from the monthly invoicing, performance bond, or other method at the option of OC Waste & Recycling, as stated within this Section under Maintenance Facility and Work Area (Section 13).

6. DISPOSAL OF LIQUID WASTE

The County does not permit disposal of liquid waste of any kind in County Landfills. This includes any waste materials, sludges, soils, etc. with moisture content over 50%.

7. STORM PROTECTION

- A. The Contractor shall take every practicable precaution to minimize danger to persons and to the work during rainy or windy conditions. The County shall protect all County facilities within their work project. Also the Contractor shall protect all facilities from damage due to the Contractor's negligence.
- B. As part of its storm protection, the Contractor shall provide a storm water management plan (erosion control plan), to be reviewed and approved by the County. Refer to Article No. 8 (NPDES Storm Water Discharges).

8. NPDES STORM WATER DISCHARGES

Work under this Contract shall be subject to the requirements of the NPDES storm water regulations.

The Contractor shall comply with the NPDES Regulations and the Storm Water Pollution Protection Plan for the landfill at which the work is to be conducted. Construction-related activities, including but not limited to the elements of the SWPPP, shall be performed to eliminate non-storm discharges to the storm water control system, by the Contractor and Subcontractor(s). The Contractor shall submit a Storm Water Management Plan in compliance with NPDES Regulations and site specific SWPPP. OC Waste & Recycling will notify the Contractor of any non-compliance with the foregoing stipulations, and appropriate actions shall be taken promptly. The Contractor shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements. The Contractor shall be responsible for storm water monitoring at the landfill to comply with his proposed storm water plan, if necessary.

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the Contractor's failure to comply with those provisions of the SWPPP within the Contractor's control. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with the provisions of this Section. The Contractor shall be

liable for any action or fine imposed by the regulatory agencies on those incidents of noncompliance that are within the Contractor's area of responsibility.

The Contractor is not required to obtain an NPDES Construction Storm Water Industrial Activity Permit; however, the Contractor must abide by the site's NPDES requirements.

The appropriate SWPPP will be available for Contractor's review in the offices of the Site PM.

9. DISCOVERED HAZARDOUS WASTE

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
- (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Subsurface or latent physical conditions at the site differing from those indicated; and
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve a hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the County shall issue a modification under the procedures described in the Contract. If hazardous waste is found, the County will contact its key waste Contractor to properly remove and dispose of the waste. The Contractor shall not disturb the waste. The Contractor shall immediately notify the County if the waste is found leaking, not containerized, or vapors or odors are detected.
- C. In the event that a dispute arises between the County and the Contractor where the conditions materially differ, or involve hazardous waste, or a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, the Contractor shall not be excused any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor retains any and all rights provided either by the Contract or by law pertaining to the resolution of disputes and protests between the contracting parties.

10. CONTRACTOR GENERATED HAZARDOUS WASTE

The Contractor is responsible for the proper handling, storage, transportation (per all Federal, State and Local Regulations), and disposal of any hazardous wastes, liquid wastes or nuisance wastes (i.e. finely divided, powdery/dusty materials, strong odor, etc.) it generates on County property or elsewhere when performing work on the County's behalf.

The Contractor must have an OC Waste & Recycling Safety Officer reviewed and County approved Emergency/ Contingency Plan for handling spills of hazardous, liquid or nuisance materials it is using while working on County property or elsewhere when performing work on the County's behalf. This shall include proper handling, removal and disposal of these materials per all applicable Federal and State requirements. The Plan shall also include emergency notification to County staff and emergency personnel.

The spill-damaged area(s) must be restored/repaired to its original condition by the Contractor in a correct and timely manner and to the satisfaction of the County.

The Contractor shall provide copies of all manifests, bills of lading, etc. to the County upon request to verify proper disposal to a licensed, permitted facility has occurred.

The County has the authority to perform inspections of the Contractor's work area at any time to insure all applicable regulations are being adhered to.

The Contractor is responsible for training their employees, as required by OSHA CCR Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. These employees must also be trained in the Emergency/Contingency Plan and know immediate response procedures should a release occur.

The Contractor shall keep emergency response equipment and materials available in the working area, should a release occur.

11. FUGITIVE DUST EMISSION CONTROL

The Contractor shall comply with the requirements of the OC Waste & Recycling Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403. The Contractor shall also notify OC Waste & Recycling of any condition that could lead to noncompliance with the permit requirements.

The Contractor shall submit a Dust Control Plan to be received and approved by the County.

If the Contractor fails or refuses to correct the noncompliance immediately, OC Waste & Recycling may terminate the Contractor's right to proceed with the work, by written notice to the Contractor. In such event, OC Waste & Recycling may take over the work and prosecute the same to completion, by Contract or otherwise at the Contractor's expense, and may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's Sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time. The Contractor shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of the Contractor's failure to comply with those provisions of the OC Waste & Recycling Fugitive Dust Emission Control Plan within the Contractor's control. The Contractor shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this section. The Contractor shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

OC Waste & Recycling's Fugitive Dust Emission Control Plan (SCAQMD Rule 403-Fugitive Dust-April 1993) is available for Contractor's review in the offices of the Site PM.

12. BIOLOGICAL AND HABITAT PROTECTION

OC Waste & Recycling will inform the Contractor of any biological resources that would or could be impacted by the project, and specify any required mitigation measures or procedures to protect those resources during construction. The Contractor shall be responsible for complying with these protection measures, and for ensuring that all Subcontractors also comply. The County has the authority to perform inspections of the Contractor's work area at any time to ensure that these measures or procedures are being followed.

13. MAINTENANCE FACILITY AND WORK AREA

Maintenance facility areas have been designated at the Landfill for the purpose of maintaining County equipment. This area is intended to be available for use by the County's Equipment Maintenance Contractor and for other Contractors and haulers only upon permission and at the convenience of OC Waste & Recycling. Any Contractor permitted to utilize this area shall inspect the area and comply with any and all provisions of these Regulatory Compliance Section Articles. All Contractors shall keep the facility clean. If this facility becomes unavailable to the County's Equipment Maintenance Contractor for any reason, the County's Equipment Maintenance Contractor shall be provided an alternate location acceptable to the Site PM. No such guarantee of an alternate location is made to any other Contractor or hauler by the County. All costs related to relocating the facility is the sole responsibility of the County's Equipment Maintenance Contractor and shall be included as part of the fixed rate Contract.

Any damage or repairs caused by the Contractor or his vendors/suppliers to the designated maintenance area or other landfill facilities/projects shall be paid for or repaired by the Contractor to the satisfaction of OC Waste & Recycling. All construction and/or replacement shall be done with materials and equipment of the same kind constructed or product installed. If the Contractor does not repair the damaged facility/area within thirty (30) calendar days, the Contractor shall pay for all construction/installation and related costs performed by the County by direct deduction plus a five percent (5%) administration fee from the monthly invoice or by invoiced separate payment. Any facility considered crucial to the operation of the landfill must be repaired immediately and costs shall be paid by direct deduction plus a five percent (5%) administrative fee as above indicated in the same manner.

The Contractor shall be responsible for maintaining clean equipment and a clean working area. Removal of contaminated soil as a result of maintenance activities shall be the sole responsibility of the Contractor and shall be mitigated to OC Waste & Recycling's satisfaction immediately following written notice from the Site PM. The area of contamination may be tested and certified by a third independent party qualified to conduct the evaluation. The proposed certifying firm shall submit qualifications to the Site PM for acceptance and approval. All costs associated with contaminated soil removal, disposal and certification, if necessary, shall be the sole responsibility of the Contractor. Prior to removal, the Contractor must provide a manifest of transport showing legal disposal of contaminated material. A copy of the manifest, certified and approved by the disposal location, shall be provided to OC Waste & Recycling prior to shipment. If the manifest is not submitted,

OC Waste & Recycling will withhold or deduct directly the estimated cost of removal and disposal from monthly invoice, plus five percent (5%) administration fee until the manifest or appropriate documentation is submitted by the Contractor.

Upon written notice from the Site PM, if the Contractor does not comply with the removal of the contaminated soil immediately, OC Waste & Recycling will remove, process, transport, and certify the material as stated above and all costs incurred by OC Waste & Recycling for removal and disposal, plus a five percent (5%) administrative fee will be deducted directly from the Contractor's monthly invoice or through supplemental payment as approved by the Site PM.

The Contractor shall be responsible for the storage and protection of any and all products in accordance with manufacturer instructions; product seals and labels shall be intact and legible, and sensitive products shall be stored in weather tight, climate controlled enclosures. The Contractor shall arrange storage of products to permit access for inspection by OC Waste & Recycling or enforcement agency personnel.

14. Red Imported Fire Ant Interior Quarantine of Orange County

The Contractor shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant as defined in the California Food and Agricultural Code in Division 4, Chapter 3, Subchapter 4, Article 4, Section §3432 incorporated herein by reference with regards to the quarantine area, the commodities covered, and the restriction on movement, possession and sale of commodities covered. Violation of any provision of this Article of this Contract and/or the State mandate by the Contractor shall require the Contractor to bear the full financial responsibility of any assessed fine or penalty on the County, indemnify the County by the completion and submission for County approval of an acceptable, detailed, incident report within five working days of the date of the violation or not later than five working days from the date of the notification of the violation, whichever is the later.