



**CONTRACT NUMBER
MA-299-22011684
WITH
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.
FOR
LANDFILL GAS SERVICES FOR CENTRAL REGION LANDFILLS**

THIS Contract Number MA-299-22011684 for Landfill Gas Services for Central Region Landfills (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California through its OC Waste & Recycling Department (“**County**”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Field Services (“**Contractor**”) with a place of business located at 3900 Kilroy Airport, Suite 100, Long Beach, CA 90806. County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, County solicited for Landfill Gas Services for Central Region Landfills via a Request for Proposal (“RFP”); and

WHEREAS, Contractor responded to the RFP and represented that Contractor is qualified to provide Landfill Gas Services for Central Region Landfills; and

WHEREAS, Contractor agrees to provide Landfill Gas Services for Central Region Landfills as set forth in Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor the fees as forth in Attachment C, Compensation/Rates, Payment Terms, and Invoicing Instructions; and

WHEREAS, the County Board of Supervisors has approved OC Waste & Recycling to enter into this Contract for Landfill Gas Services for Central Region Landfills;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. 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. 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 adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments 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 restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, 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 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 paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnittees 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, costs and expenses but not including attorney's fees.
- I. 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. 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 penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of 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 obligation.
- L. 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.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant 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 goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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 work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-

insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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 with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a 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	\$3,000,000 per occurrence \$3,000,000 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

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA

0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO Form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO Form CG2010 (ed. 11/85).

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to the OCWRPurchasing@ocwr.ocgov.com.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or the agency/department purchasing division, award may be made to the next qualified vendor.

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 (30) 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, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the 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 the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties 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.
- S. 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.
- T. 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 paragraph "Z" 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.

- U. **Freight:** Prior to the County's express acceptance of delivery of products. 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.
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had 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 or 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.
- Y. **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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold 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 Indemnities") harmless 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **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 Contract shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor shall provide Landfill Gas Services for Central Region Landfills on an as-needed basis.
2. **Term:** This Contract shall be for a three (3) year term, effective April 10, 2023 through April 9, 2026, in an amount not to exceed \$16,500,000, with unused funds to be carried over from year to year, unless otherwise terminated as provided herein.
3. **Renewable with Concurrence:** This Contract may be renewed for one (1) additional two-year term by mutual written agreement of both Parties, in an amount not to exceed \$11,000,000. The County does not have to give reason if it elects not to renew.
4. **Contractor Safety:** Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("Contractor Safety Responsibilities") and submit a copy of its Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.
5. **Safety Data Sheets (SDS):** Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each

substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

6. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. The Contractor agrees to supply services requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.
9. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
10. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
11. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. 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 or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

12. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 60-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 13. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 14. 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 remain 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.
- 15. Data- Title To:** 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.
- 16. County's Project Manager:** The County Project Manager will act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 3 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld.

- 17. Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 18. Contractor's Project Manager:** Contractor Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
- 19. Contractor Personnel – Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 20. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain 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, unless such understanding or representations by the County are expressly stated in the Contract.
- 21. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title

1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 22. Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- 23. Nondiscrimination – Statement of Compliance:** The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
- 24. Disputes- Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 25. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be 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:
- A. Terminate the Contract immediately, pursuant to Section K herein;
 - B. 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;

- C. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
26. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
27. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, 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 contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
28. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 performance of the Contract.
29. **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 as Project Manager, 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 the 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.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County DPA. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County.
31. **Notices:** Any and all notices, request 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' project managers' 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.

Contractor

Name: Stearns, Conrad and Schmidt,
Consulting Engineers, Inc.
dba SCS Field Services
Address: 3900 Kilroy Airport Way, Ste 100
Long Beach, CA 90806
Attn: Robert Legaspi
Phone: 909-942-5990
Email: rlegaspi@scsengineers.com

County

Name: County of Orange,
OC Waste & Recycling
Address: 601 N. Ross St. 5th Floor
Santa Ana, CA 92701
Attn: Project Manager
Al Gordon
Phone: 949-262-2427
Email: Alan.gordon@ocwr.ocgov.com
CC: Procurement
Nikki Aragon
Phone: 714-834-3712
Email: nikki.aragon@ocwr.ocgov.com

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 33. Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments. The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract. The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract

and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

- 34. Emergency/Declared Disaster Requirements:** 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. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

[Signature Page Follows]

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

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS FIELD SERVICES*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

James J. Walsh, P.E., BCEE	12-23-2022
_____ Print Name*	_____ Title*
<i>James J. Walsh, P.E., BCEE</i>	12/23/2022
_____ Signature*	_____ Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

Curtis Jang	Senior Vice President & Chief Financial Officer
_____ Print Name**	_____ Title**
<i>Curtis Jang</i>	12/22/2022
_____ Signature**	_____ Date**

****The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.*

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

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

County Counsel

By Paul Albarian
Paul Albarian, Senior Deputy

Date 12/23/2022

ATTACHMENT A SCOPE OF WORK

INTRODUCTION

The Central Region Landfills is responsible for operating and managing daily activities at the active Frank R. Bowerman Landfill (FRB) and four closed landfill sites.

FRB opened in March 1990 to serve the non-hazardous solid waste disposal needs of Orange County. The landfill is permitted for 11,000 tons per day and currently receives an annual average of 7,500 tons of refuse per day. The current permitted active life of the landfill is through the year 2053. FRB is located at 11002 Bee Canyon Access Road, Irvine, CA 92602. Normal operating hours at FRB Landfill are Monday through Saturday, 7:00 a.m. to 5:00 p.m. Contractor may gain access to the site prior to or after the operating hours by coordinating with the FRB Site Supervisor or his designee.

The closed landfill sites are Santiago Canyon Landfill, Gothard Street Landfill, Cannery Street Landfill and Newport Avenue Landfill (Newport Avenue Landfill does not require landfill gas services). Santiago Canyon Landfill entrance is located at Santiago Canyon Road, approximately 2 miles southeast of the corner of Santiago Canyon Road and Jamboree Road. The address is 3099 Santiago Canyon Road, Orange, CA 92669. Gothard Street Landfill is located in the City of Huntington Beach on the west side of Gothard Street, 1/4 mile south of Talbert Avenue between Goldenwest and Gothard Streets. There is no separate address for this site. Cannery Street Landfill is located in the City of Huntington Beach at the northwest corner of Magnolia Avenue and Hamilton Street. There is no U.S mail delivery to any of the sites.

BACKGROUND

The South Coast Air Quality Management District (SCAQMD) Rule 1150.1 stipulates that all landfills which accepted waste on or after January 1, 1982, must install and operate a Landfill Gas Collection and Control System (LFGCCS), which includes but is not limited to the collection wells, flares, blowers, sulfur treatment, leachate, condensate, and other landfill liquids, to control landfill gas surface emissions and subsurface migrations. In addition, periodic testing must be performed to evaluate the effectiveness of the LFGCCS and to verify that the landfill is in compliance with Rule 1150.1 surface emission limits. SCAQMD Rule 431.1 requires the monitoring of sulfur compounds in gaseous fuels combusted during industrial activities. An alternative Rule 431.1 monitoring plan has been approved by the SCAQMD for FRB.

Additionally, due to the explosive nature of methane, the California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 4, Articles 6 (27CCR) contains requirements that owners and operators of landfills, must control LFG (methane) and prevent it from accumulating in enclosed structures and/or migrating offsite.

Contractor shall perform the upgrade, retrofit, and repair of the LFGCCS to comply with regulatory requirements and to perform SCAQMD Rules 1150.1 monitoring, assessments, perimeter probe monitoring and reporting as requested at the Frank R. Bowerman Landfill (Figure A-1), Santiago Canyon Landfill, (Figure A-2), Gothard Street Landfill (Figure A-3), Cannery Street Landfill (Figure A-4) and any of the other Central Region landfills as needed.

OCWR has signed agreements with private developers to build facilities at FRB to utilize landfill gas at their own cost. In these cases, the private developer will perform operation, maintenance and monitoring of the LFGCCS at FRB only as it pertains to a developer's facility.

PROJECT OVERVIEW

The Scope of Work for this Contract includes the following major areas of service required for the successful completion of this Contract and to achieve continued compliance with all applicable regulatory requirements:

1. Routine Services for operation, maintenance and monitoring (OM&M) of the LFGCCS at the Santiago Canyon, Gothard Street and Cannery Street Landfills.
2. Monitoring by routinely performing SCAQMD-required Rules 1150.1 at FRB, Santiago Canyon, Gothard Street and Cannery Street Landfills.
3. Non-routine Services for OM&M of the LFGCCS at FRB, Santiago Canyon, Gothard Street, Cannery Street and any of the other Central Region landfills as needed.

Work shall include all fieldwork necessary to continue performing OM&M services of the LFGCCS as stated in Tasks.

Contractor shall provide at least one full-time (40 hours per week) field technician to perform routine OM&M at Santiago Canyon, Gothard Street and Cannery Street landfills. The technician shall be responsible for routine work as required by the County, if additional technicians are required to complete non-routine work the Contractor shall prepare a task order and submit it to the County for approval prior to start of work.

Contractor shall be familiar with the SCAQMD, Subpart WWW of 40 Code of Federal Regulations (CFR) 60, and 27 CCR as they relate to landfill gas control. Additionally, Contractor must become intimately familiar with the existing LFGCCS components at each of the landfills under Central Region's responsibility and must work well with the County and regulators to minimize conflicts.

The following documents are available for reference at the FRB 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 FRB, Santiago, Gothard Street and Cannery Street Landfills

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 Attachment. 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.

A. PERMITS

1. 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.
2. 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.

B. 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, OC Public Works Department;
- County of Orange, OC Public Works Department 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.

C. 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.

D. CULTURAL/SCIENTIFIC RESOURCES

1. 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.
2. 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.

3. 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.
4. 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.

E. DISPOSAL OF SOLID WASTE

The Contractor shall be responsible for proper disposal of all refuse generated from services rendered under this Contract. Contractor shall not dispose of any waste at the landfill that does NOT meet Class III solid waste criteria and/or any other requirements in the landfill's solid waste facilities permit. If the Contractor elects to dispose of Class III refuse, generated from services performed at a closed landfill site, 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 by the Site Manager or designee.

Solid waste resulting from maintenance and service at the active landfill may be disposed of within the active landfill at no charge if the refuse is acceptable within the guidelines of a Class III landfill and approved in writing by the County. The Contractor shall contact the Site Project Manager or designee 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 this 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 below in Provision M, Maintenance Facility and Work Area, of this section, Regulatory Compliance Requirements.

F. DISPOSAL OF LIQUID WASTE

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

G. STORM PROTECTION

1. 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.
2. When necessary for storm protection, the Contractor shall follow the site storm water pollution prevention plan. (Reference Section H of this Attachment, NPDES Storm Water Discharges.)

H. 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.

I. DISCOVERED HAZARDOUS WASTE

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing of any:
 - a. 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;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; and
 - c. 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.
2. 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.
3. 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.

J. 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.

K. 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.

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.

L. 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.

M. 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, including minor weeding. 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.

N. 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.

CONTRACTOR REQUIREMENTS

1. Contractor and Contractor's PM must have at least five (5) years of experience in SCAQMD Rule 1150.1 monitoring and sampling and shall have a minimum of five (5) years combined experience in the design, installation and operation/management of all aspects of a LFGCCS of similar size and complexity.

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

The Site PM shall have the right to require the removal and replacement of the Contractor's PM. The Site PM shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within seven (7) calendar days after written notice by the Site PM. The Site PM shall review and approve the appointment of the replacement Contractor's PM. Said approval shall not be unreasonably withheld.

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. Any unsatisfactory service shall be reported by the Site PM, in writing, to Attention: Deputy Purchasing Agent, OC Waste & Recycling/Purchasing.

The Contractor's PM 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's PM's tasks shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings.

The Contractor may 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.

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 PM and the Site PM, unless otherwise specified herein.

2. Contractor shall have a Class A License. Contractor shall, at all times during the term of this Contract, maintain in full force and effect such 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.
3. During project work, Contractor shall maintain on the site a competent foreman or senior/lead technician, who can efficiently communicate in English both verbally and in writing, 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 monitoring and maintenance of a LFGCCS of similar size and complexity of a regional-sized landfill such as FRB, and must have at least five (5) years of experience in SCAQMD 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 onsite at all times when work is being performed. At minimum, a supervising or senior/lead technician shall be onsite whenever an apprentice or junior technician is onsite, unless otherwise authorized by County. At no time will an apprentice, helper/laborer, technician, or sub-journeyman be permitted to work without supervision. Additionally, due to the nature of the work and environment at some of the closed sites, Contractor shall have two people onsite for safety purposes.

4. Proposed personnel to be assigned to perform the services in accordance with this Contract must have at least five (5) years of experience. Contractor shall provide complete resumes of each person to be assigned to the project and designated role of each person. Experience using gas monitoring equipment and the type of equipment shall also be included. **Contractor and personnel assigned to the job site must have the "40-hour training" as required by OSHA 29 CFR 1910.120 and must be well equipped and trained to face a hazardous situation.**
5. Contractor must have the ability to respond to any emergency situation within the response requirements for the emergency visits portion of the Scope of Work.

CONTRACTOR RESPONSIBILITIES

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 the provision of LFGCCS and the monitoring and sampling as specified in the latest SCAQMD Rule 1150.1 Compliance Plan.

All of said work to be performed and materials to be furnished shall be in strict accordance with typical drawing and specifications (Figures A-5, A-6, A-7), Monitoring Grid for Rule 1150.1 Compliance Plans (Figures A-8, A-9, A-10, A-11) or as specified by Site Project

Manager (PM). Contractor shall visit the site, verify measurements, become acquainted with all existing conditions, in order to ascertain the best means of executing the work. 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. 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, unless such understanding or representations by the County are expressly stated in the 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 may discover.

2. Landfill Gas Database and Management System

Contractor shall provide to the County access to a Landfill Gas Data Management System of the County's choosing. The Landfill Gas Data Management System will be at minimum a cloud-based system that will serve as the operational dashboard for individual landfills and as a high-level dashboard for all landfills that is fully integrated with an existing ESRI Enterprise Database/Mapping GIS solution and includes the following functions or similar:

- Secure log in with varying degrees of access based on user credentials
- Remote online access to site specific data
- Easy site snapshot summary dashboard
- Data uploading for data files in formats approved by County
- Customizable site specific forms (iPad, tablet, etc.) (one form per site of the following: Probes, Wells, Blower/flare station)
- Real time notification of uploaded data with administrator preapproval
- Data viewing in customizable formats
- Ability to save customizable views per user
- Data graphing for customizable date ranges with color coding and X/Y axis range manipulation
- Standard data acquisition
- Gas well monitoring report
- Blower station monitoring report
- Probes monitoring report
- Mapping of monitoring results as satellite images
- Color coding, and date range selection.
- Site set-up into data base
- End user training
- Equipment cost (for iPads, tablets, Computers, etc.)
- Historical data entry
- Creation of custom reports
- Collecting survey points for wells or other components that can be mapped using the mapping feature
- Data base needs to have capabilities to import/export data
- Capability of incorporating multiple weather station data and display in County requested format
- Periodic updates with improved features and functions

3. **Coordination with Landfill Operators' Field Staff**

Contractor shall coordinate with landfill operator's field staff since the Frank R. Bowerman Landfill will continue to receive refuse. The Contractor shall conduct its operations under its Contract with the County so as to minimize the impact of its contractual performance on landfill operations. The Contractor, as provided in Article IV, shall cooperate with all other contractors performing activities at the landfill sites.

4. **Spare Parts and Inventory**

a. When 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 and the inventory updated accordingly.

b. Every month, or 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 onsite in an area designated by the Site PM. Upon termination of the Contract, the inventory of supplies, materials, and parts shall remain the property of County.

5. **Contractor and its employees (including Subcontractors) shall sign-in and sign-out at the site operations front office.** A daily maintenance or construction log shall be developed to record project description, work performed, labor requirements, materials, and 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 its designee before proceeding.

6. 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.

7. 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.

8. Contractor shall deliver the project 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 or administrator.

9. Contractor shall keep the work areas clean and free from any debris including minor weed control at the completion of each work day. All debris generated at Central Region sites shall be disposed of at the FRB Landfill by the Contractor in accordance with all applicable codes, ordinances, and laws pertaining to the disposal of the material.

10. Contractor shall be responsible for providing employees, including Subcontractors, with drinking water, telephone, email and toilet needs while employees are onsite.

11. Contractor shall facilitate the upgrade, retrofit, extensions, or repair of the LFGCCS and monitoring systems 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 27 CCR, subpart WWW of 40 CFR 60, and site operating permits. (Reference section, Regulatory Compliance Requirements, above.)
12. Required Personal Protective Equipment (PPE) per Cal-OSHA and OCWR shall be worn at all sites.

SCOPE OF SERVICES (TASKS)

A. ROUTINE OM&M SCOPE

Contractor shall facilitate operation of the systems within regulatory guidelines, while maintaining the composition of the LFG at a level which supports continuous operation of the flares, where present, and meeting County requirements. The work shall also be designed to 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 27 CCR, subpart WWW of 40 CFR 60, and site operating permits.

The stated weekly and monthly frequencies for monitoring indicate the minimum frequency required; more frequent monitoring may be required based on the results of data evaluation. More frequent monitoring, shall be subject to the County PM's direction and approval, and shall be directed by the County PM by issuance of a non-routine OM&M task order. Routine OM&M shall be accomplished by performing the following services:

1. Monitoring

a. Weekly (Santiago Canyon Only)

The Santiago Canyon LFGCCS flare/blower station and condensate systems only shall be monitored on a once per week basis. The data obtained shall be evaluated, and any modifications, adjustments, or recommendations shall be implemented during each successive site visit, or immediately, should it be warranted. Monitoring data for the following shall be recorded on a weekly basis:

- Date, time, and clear signature of monitoring technician (if signature unclear, print name);
- Monitoring instrument ID and daily calibration log for the instrument;
- LFGCCS operating hours/day (i.e. 24hr/day, or 7am -1 pm, etc.);
- Meteorological conditions (e.g., barometric pressure, ambient temperature, etc.);
- LFGCCS flare station inlet header static pressure;
- Knockout Vessel inlet and outlet static pressures and calculated pressure drop across the demister pad;
- Operating Air compressor(s), Blower(s) and Flare(s) ID;
- Extraction blower(s) operating (inlet and outlet) temperatures and static pressures;
- Pressure drop across the operating extraction blower(s);

- Operating flare(s) inlet LFG concentrations of methane, oxygen, carbon dioxide and carbon monoxide; LFG temperature, pitot tube measurement, static pressure, and inside diameter of pipe where these measurements were taken (for back—up flow rate calculations);
- Flame arrestor inlet and outlet static pressures and calculated I pressure drop across the flame arrestors of the operating flare(s);
- Compliance thermocouple selected location (i.e. top, middle, bottom, etc.);
- Operating flare(s) operating temperature and operating temperature set points;
- Operating flare(s) high and low temperature shutdown set points;
- Operating Flare(s) LFG flow rate (utilizing the permanently installed flow meter);
- Condensate injection flow rate; and
- Approximate amount of condensate in the flare station condensate holding tank.

This data shall be specifically tailored for the site (an example can be provided by the County if necessary) and recorded in Excel for easy upload to the Landfill Gas Database and Management System.

b. Monthly (Santiago Canyon and Gothard Street)

LFG extraction wells shall be monitored once per month at the Santiago Canyon and Gothard Street Landfills. 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
- LFG flow rate for each well
- Condensate sumps (Gothard Street)
- Sample ports located at strategic points in the gas conveyance header system shall be tested for the same parameters listed above; and
- All data shall 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.). Analysis to be performed by a certified professional engineer with 5 years of experience in this specific area.

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 shall 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. Should these re-monitoring events become excessive, as determined by the Parties, due to unforeseen conditions (such as: changes in the regulations, changes in the normal operations of the LFGCCS, etc.), the Parties can agree that additional services be performed under the non-routine portion of the project.

c. Quarterly (Cannery Street Only)

LFG extraction system at the Cannery Street Landfill shall be monitored once per quarter. 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;
- LFG flow rate for each well.
- Condensate sumps
- Sample ports located at strategic points in the gas conveyance header system shall be tested for the same parameters listed above; and
- All data shall 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.). Analysis to be performed by a well-qualified and experienced LFG engineer.

2. Operation**a. Weekly (Santiago Canyon Only)**

LFG condensate flare injection rates shall be adjusted, as required, to combust collected condensate where possible. Maximum condensate injection rates will comply with applicable Permit to Operate conditions.

b. Monthly (Santiago Canyon and Gothard Street)

All headers shall be inspected for proper grading and alignment. Headers shall be re-graded to acceptable gradient. Contractor shall notify County if headers require major regrading and may request that these services be performed under the non-routine portion of the project.

c. Quarterly (Cannery Street)

All headers shall be inspected for proper grading and alignment. Headers shall be re-graded to acceptable gradient. Contractor shall notify County if headers require major regrading and may request that these services be performed under the non-routine portion of the project.

3. Maintenance (Santiago Canyon Only)

Regular maintenance of all LFGCCS equipment is an integral part of this routine OM&M program. General maintenance schedules for each LFGCCS may be reviewed at FRB Landfill by contacting the site engineer. Please note that this schedule is not comprehensive and that the Contractor will need to understand and implement all equipment manufacturers recommended regular periodic maintenance tasks. The County reserves the right to add or delete tasks to the maintenance schedules as equipment is added or deleted, or at County's discretion.

- Each Contract year, Contractor shall provide County with a list of required and needed spare parts for each of the sites.
- Contractor shall service air compressors located at the Santiago Canyon Landfill per the manufacturer's recommendations (Oil changes, filter replacements and any

other service required). The labor portion will be performed under the routine and the material and parts will be provided under the non-routine portion of the project). If, in the course of performing routine OM&M activities, the Contractor finds equipment or portions of the LFGCCS in need of repairs that fall outside the scope of the routine OM&M portion of the Contract, the Contractor shall prepare non-routine task orders describing the necessary repairs and the estimated cost to perform them. The cost to complete the work shall be paid under the non-routine OM&M portion of the Contract.

- Contractor shall perform work associated with preparing the flares (1-3) in preparation of the annual source test. Task include but are not limited to: calibration of flow meter, inspection and the cleaning of the flame arrestor, burner manifold, combustion chamber, and burner tiles. If additional work is needed to prepare the flares for the annual source test that falls outside the scope of the routine OM&M portion of the Contract, the Contractor shall prepare non-routine task orders describing the necessary repairs and the estimated cost to perform them. The cost to complete the work shall be paid under the non-routine OM&M portion of the contract.

4. Reporting

Once each month, a report shall be submitted to the County PM containing the data collected and a summary of all activities performed (including non-routine activities) on the project during the one month reporting period. Field monitoring data, well adjustments performed, shall be included with the monthly reports addressing the previous month's condensate activities. Field monitoring data shall be presented in digital format in an Excel spreadsheet to facilitate further data review and compilation. The monthly report shall include the following topics:

- General overall condensate management system status;
- Any problems or potential problems found;
- Remedial action performed to mitigate problem;
- If problem was fixed, description of how it was fixed; and
- A spare parts inventory list.

A general assessment of the overall performance of the LFGCCS shall be summarized in the monthly report to review collection efficiency, risk of elevated surface temperatures, and general well-tuning strategy. Recommendations regarding additional maintenance, repairs and/or system modifications shall also be provided for County's evaluation.

The report shall be submitted to the County by the 10th of the following month in electronic format. Cost for this item shall be included in the Routine OM&M cost for each landfill. County reserves the right to change the report format and deliverables. No additional cost to be billed to the County for any format changes.

Probe readings shall be given to the County within twenty-four (24) hours after probe readings are completed for the month for each site. Draft gas well readings shall be sent to the County electronically in Excel format or uploaded to the database within five (5) working days after the readings are completed for the month. Any problems or potential problems found shall be brought to County's attention within 24 hours of discovery of said problem with a verbal or written notice of receipt acknowledged by a County staff, unless federal, state or local regulations require a faster notification.

Contractor shall prepare a report summarizing recommendations regarding additional maintenance, repairs and/or system modifications, and general well tuning strategy.

5. Meetings

Once per month, or as required, the Contractor's key staff members shall formally meet with County personnel, either at the site or virtually, at County's discretion, to discuss the status of projects. The Contractor shall be present at coordination meetings with the County's landfill gas-to-energy partner as requested by the County. Good communication between the Contractor, the regulators, the County and its partners is critical to the success of this project. Cost for attending these meetings shall be built into OM&M cost for each landfill.

Meetings held between County staff and Contractor's staff to discuss County's concerns with Contractor's performance shall not be billable to the County. Meetings with the Contractor PM 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 shall be limited to key personnel directly related to the project and approved by the Site PM prior to the scheduled meetings that may be billed to the County on a time and material basis.

B. SCAQMD RULE 1150.1 MONITORING AND REPORTING

All work under the 1150.1 monitoring program shall be performed in accordance with the *SCAQMD Guidelines for Implementation of Rule 1150.1 (Guidelines)* and site-specific *Compliance Plans* prepared for the Frank R. Bowerman, Santiago Canyon, Gothard Street, and Cannery Street Landfills. The Contractor will provide all equipment necessary for the completion of these tasks except the laboratory analyses for the routine portion of the 1150.1 program, which will be provided by the County. In compliance with each site's Rule 1150.1 compliance plan, the Contractor shall perform the following tasks for the duration of this Contract:

1. Instantaneous Surface Monitoring

Instantaneous surface monitoring, including field procedures and equipment, shall be conducted in accordance with the approved *Compliance Plan* for each landfill.

The entire surface of the disposal area of each landfill has been divided into monitoring grids. Each grid measures approximately 50,000 square feet in area, reference figures A-8, A-9, A-10, A-11. 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 yellow flags and surface areas at which TOC concentrations exceed 200 ppmv shall be marked with blue flags to identify the areas in need of remediation. As an option, County may require Contractor to survey these areas providing their GPS locations.

Surface penetrations monitoring shall be conducted per the rules and regulations that govern this type of monitoring.

To initiate remediation, the Contractor shall notify the Site Engineer of the landfill and the County PM of exceedance areas within 24 hours of identification.

2. Integrated Surface Sampling

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

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 25 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 Engineer of the landfill and the County PM of exceedance areas within 24 hours of identification.

Contractor shall coordinate with the County PM (or his designee) to enact remediation measures. At the Santiago Canyon Landfill, Contractor shall be responsible for remediation measures related to the operation of the LFGCCS, 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 County PM of continued non-compliance. Two attempts at remediation and re-monitoring shall be performed under the non-routine portion of this project. In accordance with the Guidelines, if an exceedance still exists after two remediation attempts, the Contractor shall make recommendations of LFGCCS modifications, to the County, to bring the landfill into compliance with the applicable regulatory requirements.

As a means of tracking remediation of exceedance areas, Integrated Surface Monitoring (ISM) Data Sheets shall be filled out and distributed to appropriate personnel. ISM data sheet format shall conform to the specifications of the County. Contractor shall notify the PM in writing of any outstanding exceedances within twenty-four (24) hours of noting such exceedances.

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 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.

3. Ambient Air Sampling

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

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. Positioning 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)
- Total gaseous non methane organic (TGNMO)
- Total Reduced Sulfur Compounds (TRS)
- Core Group Toxic Air Contaminant (TAC)

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 during monitoring.

4. LFG Sampling and Analysis

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)
- Total gaseous non methane organic (TGNMO)
- Total Reduced Sulfur Compounds (TRS)
- Core Group Toxic Air Contaminant (TAC)

5. Perimeter Probe Monitoring and Sampling

Perimeter probe sampling, including field procedures and equipment, shall be conducted in accordance with the *Guidelines* and the approved *Compliance Plan* for each landfill (Except Newport Avenue).

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 once a quarter 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)
- Total gaseous non methane organic (TGNMO)
- Core Group Toxic Air Contaminant (TAC)

If one or more probes contain TOC at a concentration 5% or greater by volume as methane, then collect Tedlar bag samples from each of the probes having a TOC concentration 5% or greater by volume as methane, up to a maximum of five probe samples collected. If more than five probes contain TOC at a concentration 5% or greater 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)
- Total gaseous non methane organic (TGNMO)
- Core Group Toxic Air Contaminant (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 under a non-routine Task Order. If any probe reading is found to be above 0.0%, or if any problems with the probes (such as damage) are found, then the County shall be notified in person or by telephone immediately. Messages left via voice mail, e-mail, or other means which do not involve live interaction with a County representative do not meet this requirement.

Probe readings shall be given to the County within twenty-four (24) hours after probe readings are completed for the month for that site. Any problems or potential problems found shall be brought to County's attention within 24 hours of discovery of said problem with a verbal or written notice of receipt acknowledged by a County staff, unless Federal, State, or local regulations require a faster notification.

6. Quarterly Reporting

Rule 1150.1 Quarterly Monitoring Reports will be prepared by County.

7. Compliance Review of LFG Data (Frank R. Bowerman Landfill)

The Contractor shall review LFG monitoring data (compiled by a third party) for Frank R. Bowerman Landfill and provide a general assessment of the overall performance of the LFGCCS from a compliance standpoint. The review shall be performed on a monthly basis or more frequently as requested by the County. The data shall be reviewed for the following:

- Compliance with NSPS regulations, SCAQMD Rule 1150.1, CCR Title 27, and other regulations as appropriate;
- Risk of elevated subsurface temperature events;
- Risk of offsite migration; and
- Optimization of system for compliance and power generation.

C. NON-ROUTINE TASKS

1. Non-Routine Scheduled Maintenance

Non-routine scheduled maintenance consists of corrective repairs or maintenance work identified during the routine OM&M inspections and site visits. The work shall consist of, but is not limited to, items such as repair of broken valves, replacement of torn flex hoses, and repair of damaged conveyance piping and relocation of header due to landfilling operations. This work is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, and scheduling of personnel. Non-routine scheduled maintenance shall be performed only after receipt of, or with the prior written authorization from the PM (or his designee). The following list presents activities expected to be non-routine occurrences:

- Thermocouple replacement (Santiago Canyon Only)
- Blower belt replacement (Santiago Canyon Only)
- UV scanner replacement (Santiago Canyon Only)
- Flare refractory repair or replacement (Santiago Canyon Only)
- Flare coating repair (Santiago Canyon Only)
- Flare burner repair or replacement (Santiago Canyon Only)
- Air compressor equipment repairs (Santiago Canyon Only)
- Well head and appurtenance replacement
- Well extension, capping and abandonment
- Installation of temporary condensate tanks
- Well service removal and re-installation
- Subsurface monitoring probe installation and abandonment
- Header removal and re-installation
- Installation of new headers to maintain compliance
- Knockout vessel demister pad cleaning
- Equipment removal, installation and replacement
- Annual Source Testing (Santiago Canyon LFGCCS only)
- Condensate removal and maintenance of condensate components
- Installation of horizontal/vertical collectors

2. Annual Source Testing and Reporting (Santiago Canyon Landfill Only)

The Contractor shall assist the County in writing specifications when requested for the annual emissions tests required by SCAQMD. The County may 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 County. On behalf of the County, the Contractor shall manage and monitor the source test, check the test results, submit test results to County for submittal to the SCAQMD and assist answering any questions the SCAQMD may have as it pertains to the submittal. All the work performed shall be compensated on a time and materials basis according to the labor rate sheet provided by the Contractor for all personnel assigned to this project. 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. If the source tests must be repeated because of lack of maintenance of the systems, the Contractor will conduct a second source test at its own expense. Any work for this task will be performed under a non-routine Task Order.

Flare stack emissions source testing shall be performed on an annual basis at the Santiago Canyon Landfill. One flare stack shall be source tested during June/July of each calendar year.

Source testing shall comply with 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 County 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. The County will not provide additional funding for required re-testing.

3. Non-Routine Unscheduled Emergency Services

Non-routine unscheduled emergency services include events which may require immediate response. This type of event shall include, but not be limited to the following:

- Response to call out by the automatic dialing system;
- Repair of landfill gas and condensate system piping breaks or separations causing the emergency shutdown of the LFGCCS;
- Repair or replacement of extraction wells;
- Repair or replacement of probes;
- Odor complaints;
- Flare station shut-down events;
- Correcting surging vacuum;
- Condensate sump repair; and
- Any response required for compliance issues.

The nature of these urgent items is such that a response cannot be scheduled ahead of time. Contractor shall respond to these conditions, on an as-needed basis, 24 hours per day, 7 days per week. LFG professionals shall be intimately involved in mitigating system malfunctions and directing emergency call-out situations. Emergency events shall be coordinated through the County's site engineer in an effort to expedite necessary corrective measures. Task orders will be generated and presented to the County itemizing the personnel and length of time necessary to complete each task. Non-routine unscheduled emergency service shall be performed only after receipt of written or verbal authorization from the County site engineer (or designee). For emergency call-outs a minimum of 4 hours will be charged to the Task Order.

4. Task Orders

As-needed, non-routine service calls may be placed against this Contract by the County PM through the issuance of a Request For Services (RFS). Each non-routine 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 County PM. As each task is identified, the Contractor will prepare a "Task Order Proposal" as soon as possible but not exceeding 5 days, which details the scope of work to be accomplished, list of deliverables, schedule for completion, start date, completion date, and an estimated not-to-exceed cost for its completion, including a detailed breakdown of all labor and materials costs.

Each task proposal will be reviewed and approved by the County PM or designee, who will then issue a Notice To Proceed 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 (receipts needed for materials) basis, time and materials not-to-exceed (receipts needed for materials) basis, or lump sum basis, as

mutually agreed upon by County PM and Contractor. 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 Work 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, or an amendment to the original authorized Task Order, may be requested by the Contractor to reflect the change of scope of services.

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

The Contractor shall at all times during the term of the Task Order 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.

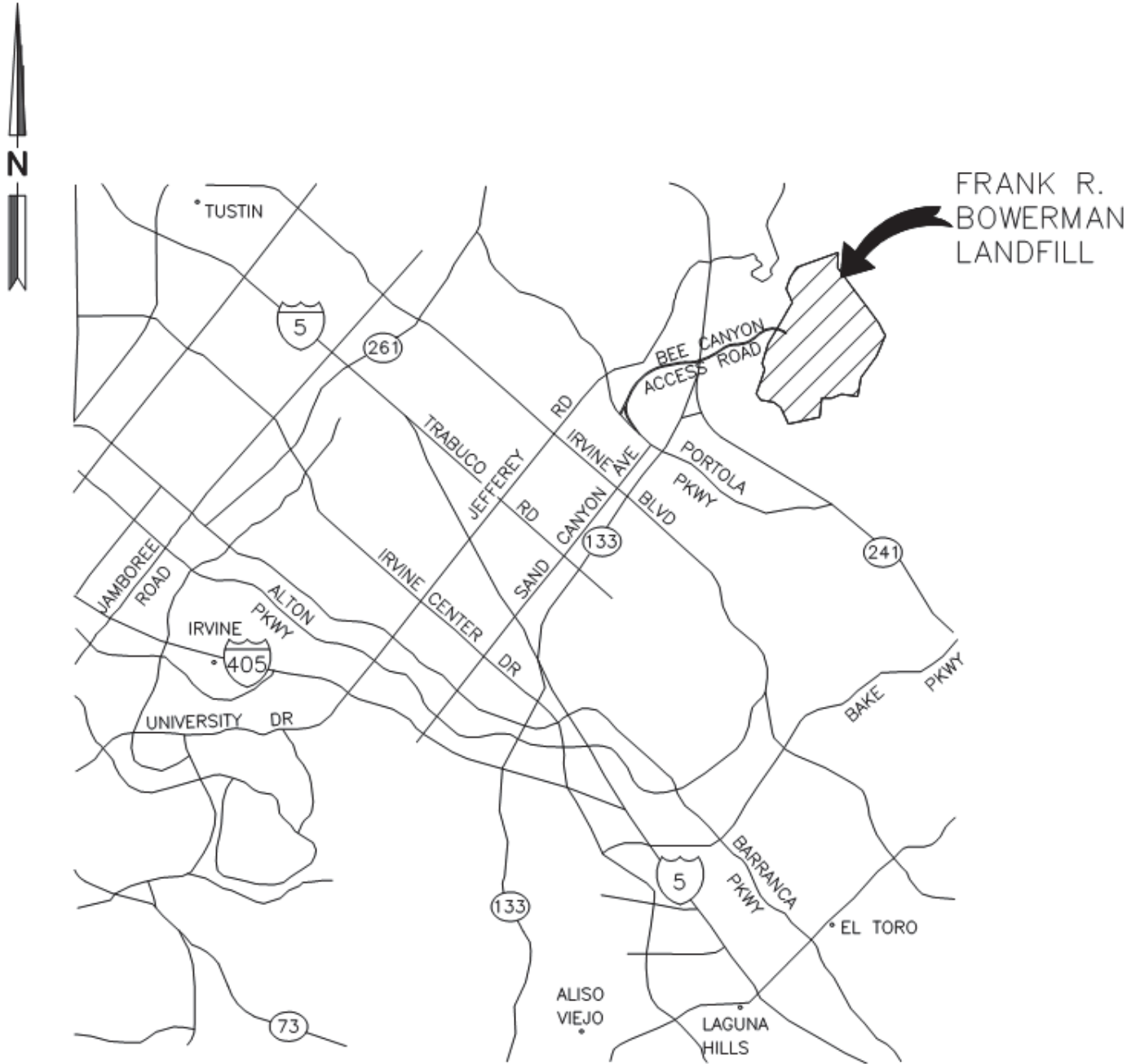
Contractor shall start work within ten calendar days of authorization or within a timeframe as authorized by the County PM.

A. Specialized Services, Tools and Equipment

1. When directed by the PM, the Contractor shall provide special tools and additional training for Central Region personnel, and perform additional repair of the LFGCCS, including electrical and mechanical work, with updated as-built drawings, etc. (not included under Routine OM&M). All electrical work shall be performed by licensed electricians and according to National Electric Code (NEC) standards. All routine electrical maintenance services should be included as part of the monthly maintenance fee (Routine OM&M). Only specialized electrical services that require a qualified electrical subcontractor will be reimbursed under conditions specified in the next paragraph. Contractor shall submit a cost estimate for all specialized services, tools or equipment to the PM for written approval. Such work may be performed on a time-and-materials basis, a time-and-materials not-to-exceed basis, or on a lump sum basis, depending upon the nature of the work and the quote mutually agreed upon. Material and replacement parts purchased for the repair will be reimbursed in accordance with Attachment C, and in accordance with the terms and conditions of the Contract. Contractor shall proceed with the work specified in the paragraph below only after receiving the PM's written approval.
2. When approved by the County PM, County will reimburse the Contractor for using subcontractors, for specialized services, or renting special equipment that may be required to perform a specific non-routine task (not included under Routine OM&M) in accordance with Attachment C. Material costs incurred by subcontractors will only be reimbursed at actual subcontractors' cost plus the percentage stated in Attachment C, and in accordance with the terms and conditions of the Contract. County will not reimburse the Contractor cost-plus for materials if the subcontractor has already included a mark-up of their materials above their actual cost. If the anticipated cost of subcontractor work or specialized services exceeds \$10,000, Contractor shall solicit three separate bids for County's reference, unless the provision is otherwise waived by the PM. Specialized services may be subject to the approval of the Director of OC Waste & Recycling or the County of Orange Board of Supervisors.

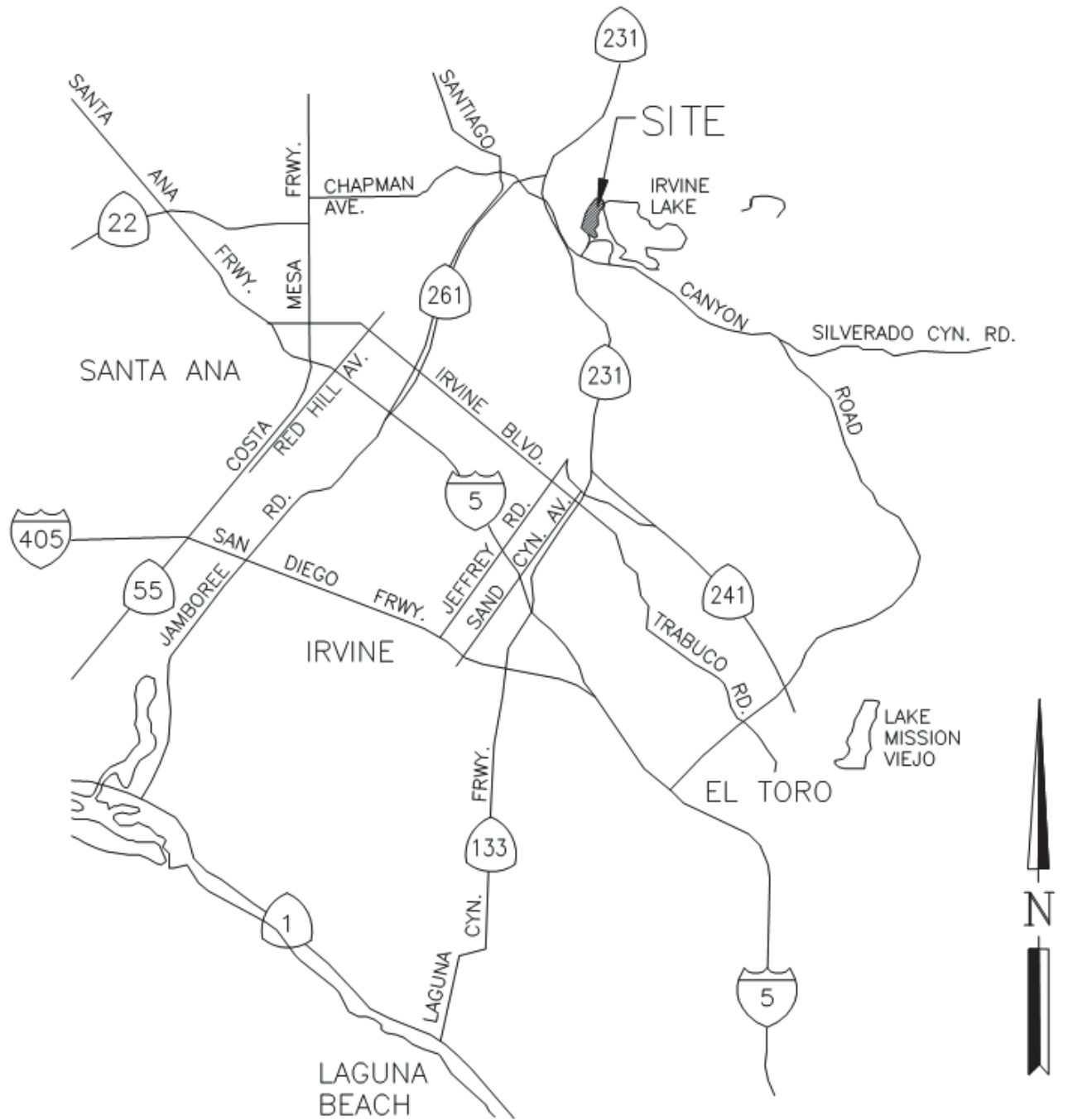
TIME IS OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL COMPLETE TASK ORDERS NO LATER THAN THE TIME SPECIFIED IN EACH TASK ORDER FOLLOWING THE ISSUANCE OF THE NOTICE TO PROCEED (NTP).

FIGURE A-1
FRANK R. BOWERMAN LANDFILL (FRB)
11002 Bee Canyon Access Rd. Irvine, CA 92602



LOCATION MAP
NTS

FIGURE A-2
SANTIAGO CANYON LANDFILL
3099 Santiago Canyon Rd., Orange, CA 92869



LOCATION MAP

NTS

FIGURE A-3
GOTHARD STREET LANDFILL
18131 Gothard Street, Huntington Beach, CA 92648

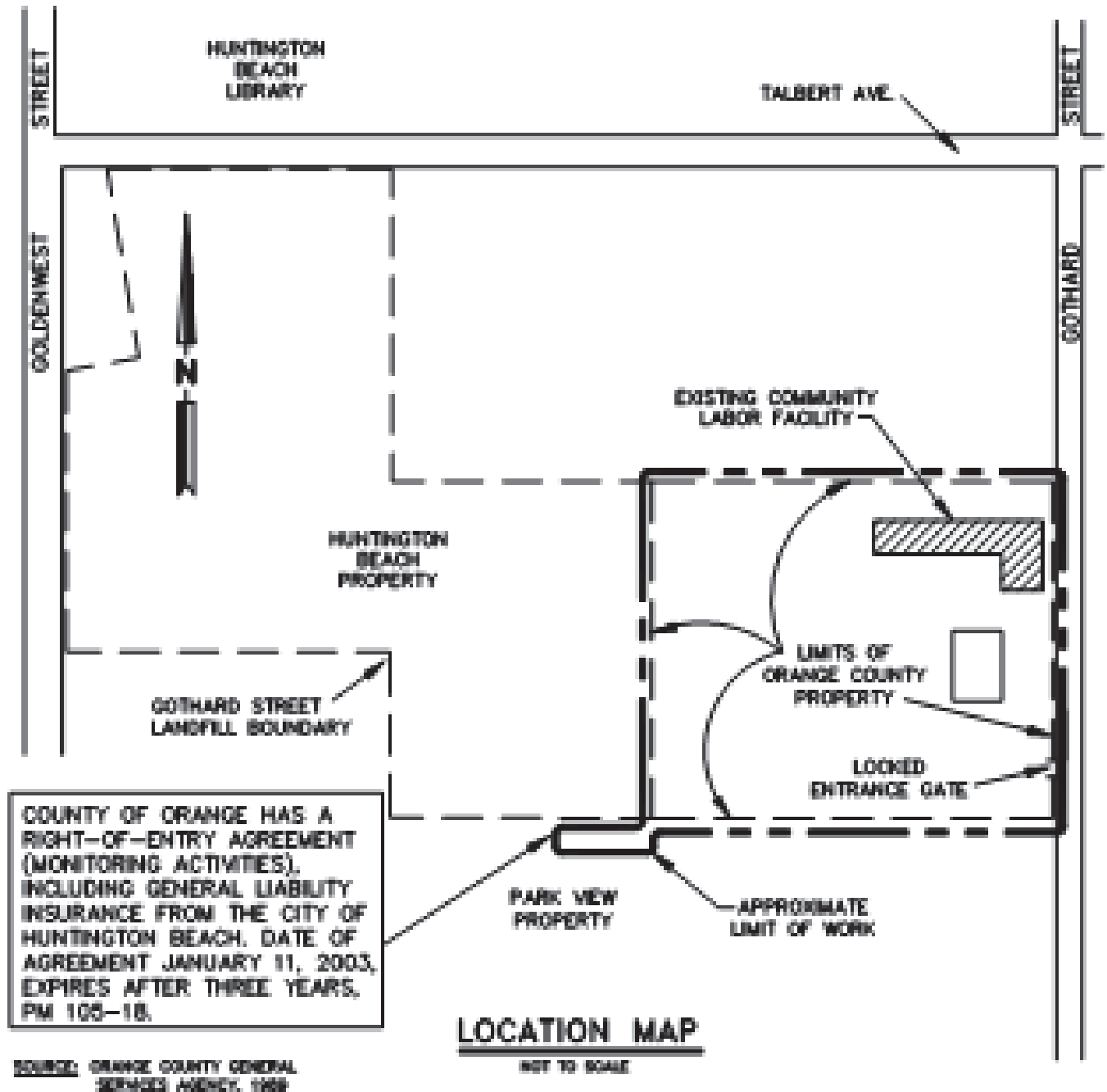


FIGURE A-4
CANNERY STREET LANDFILL
21377 Magnolia Street, Huntington Beach, CA 92646

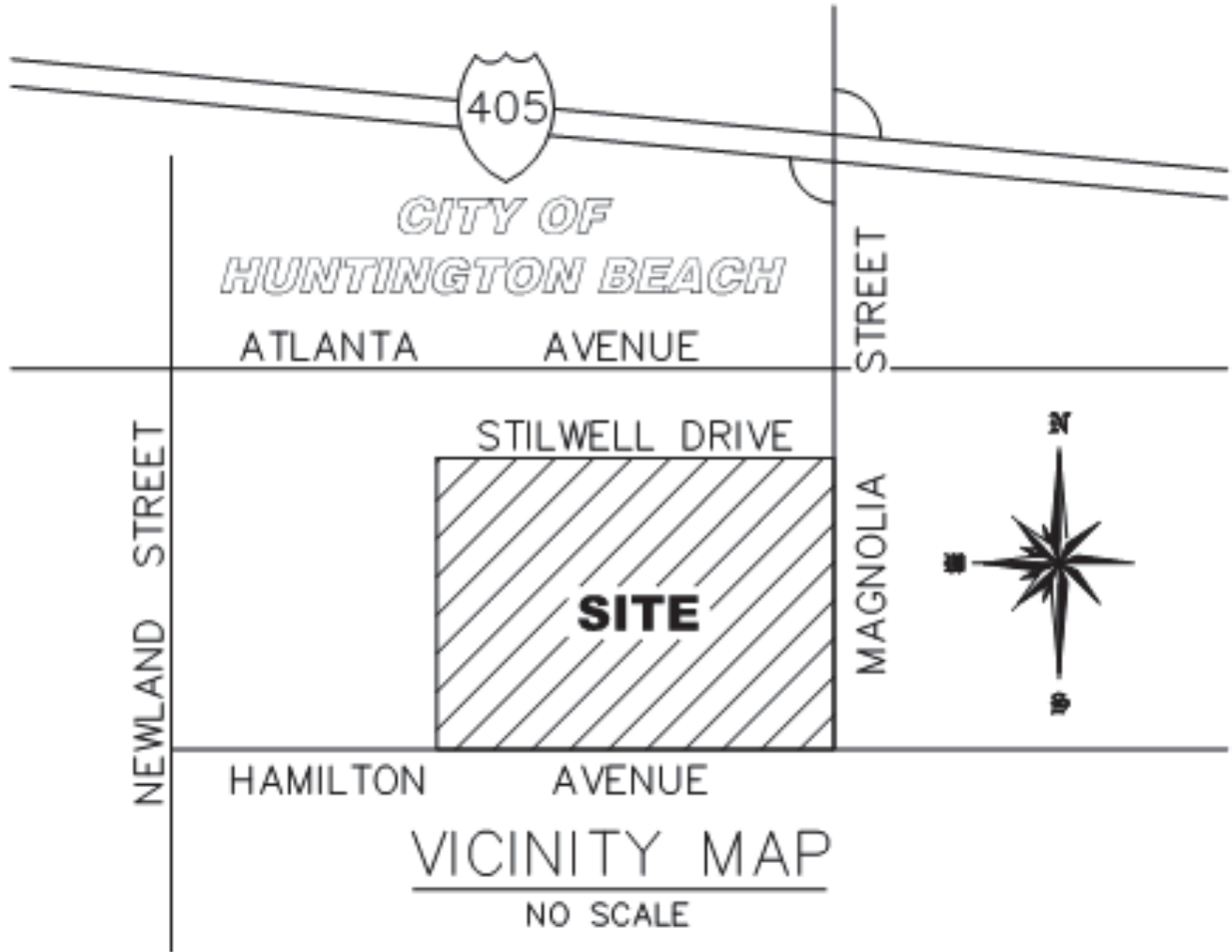
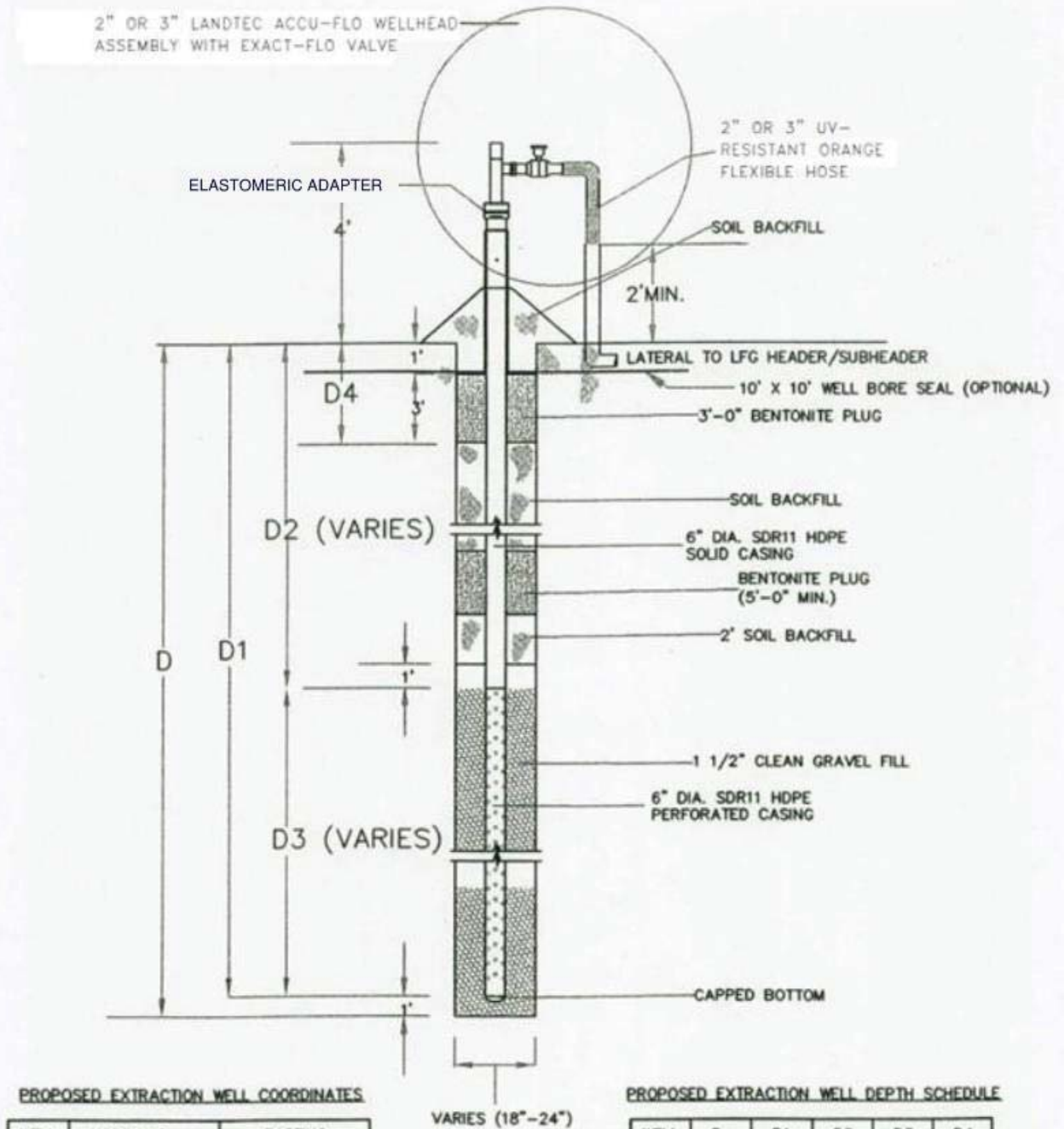


FIGURE A-5
Vertical Well Detail



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

FIGURE A-6
Horizontal Well Detail

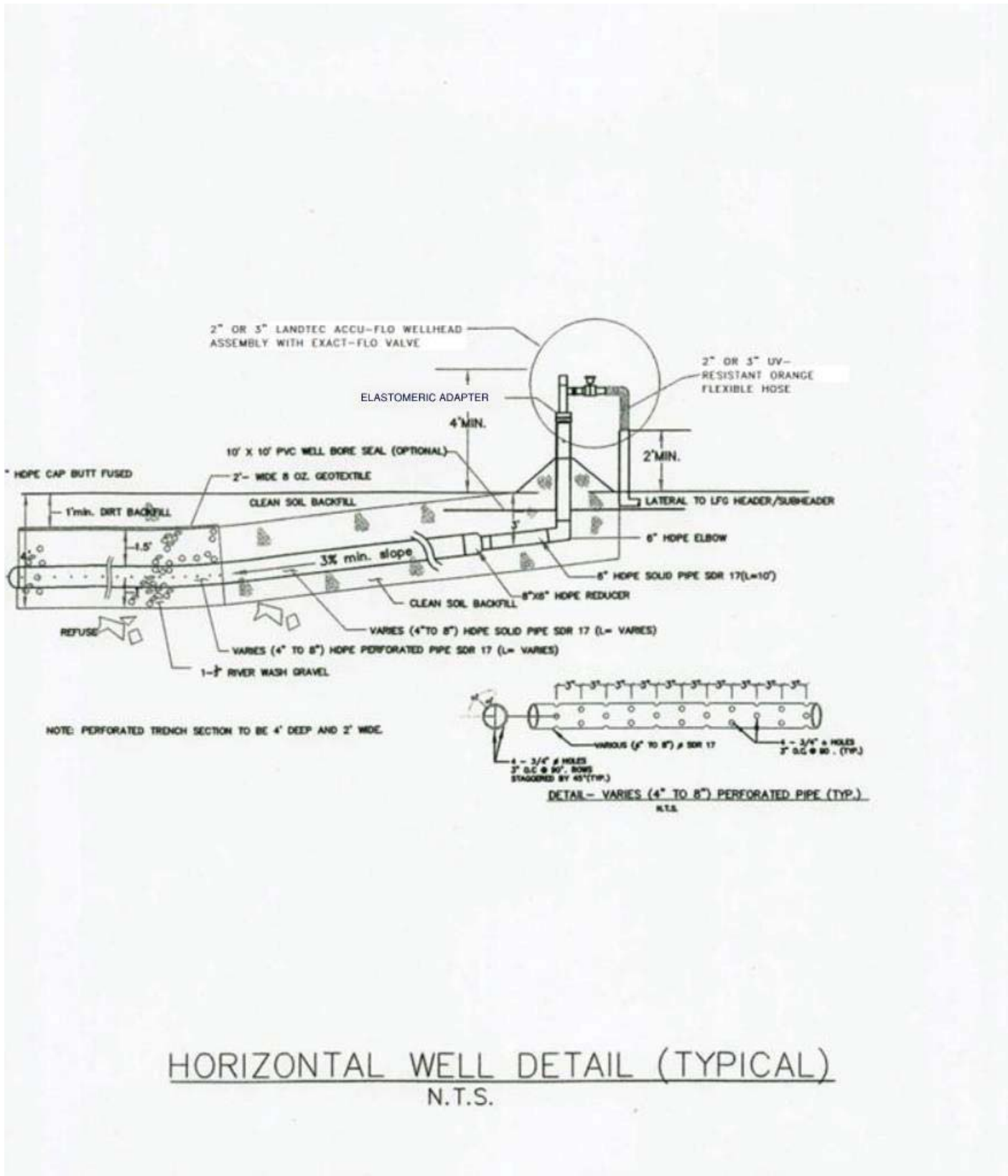
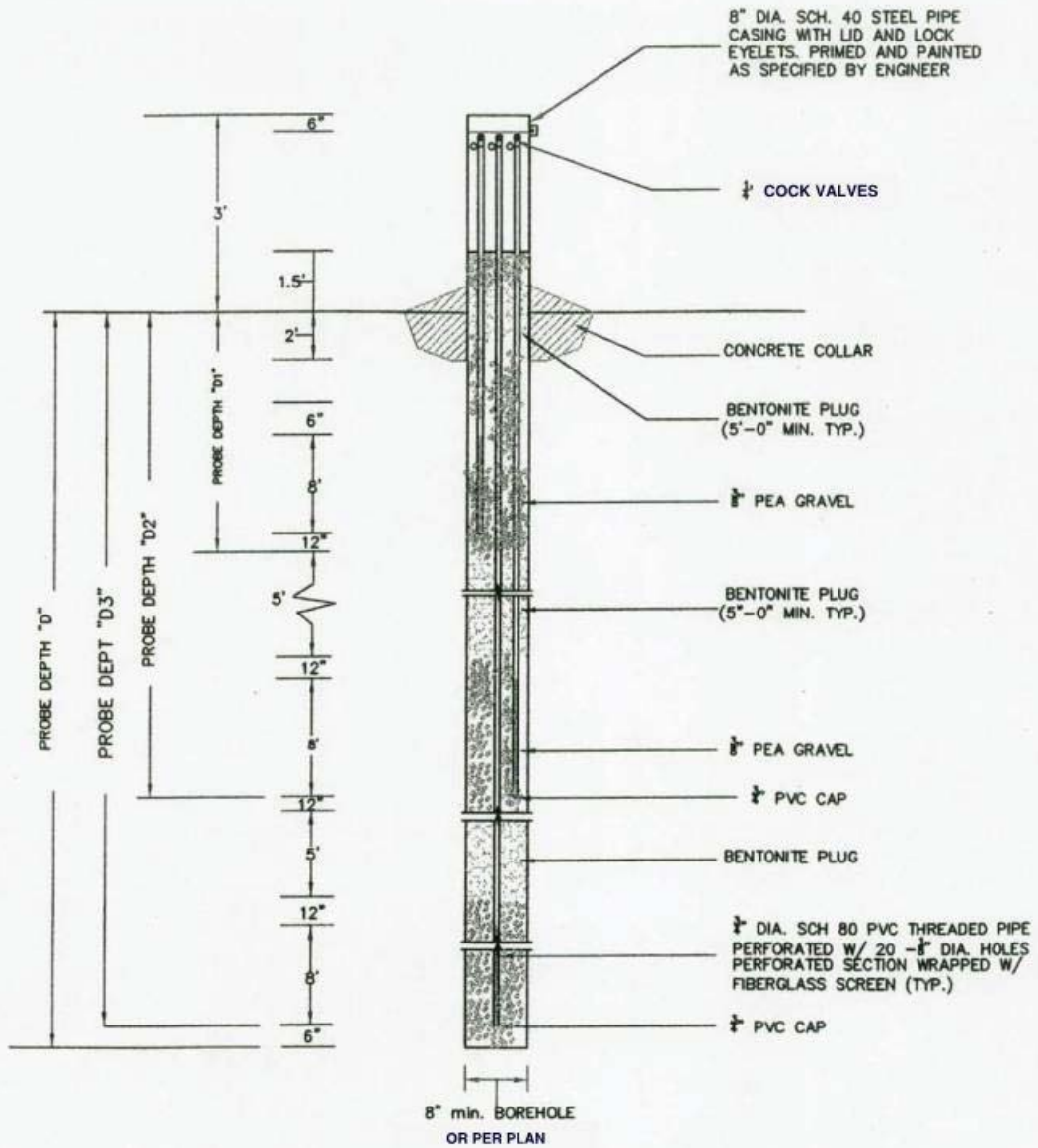


FIGURE A-7
LFG Monitoring Probe Detail



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 A-8 FRB Landfill Monitoring Grids

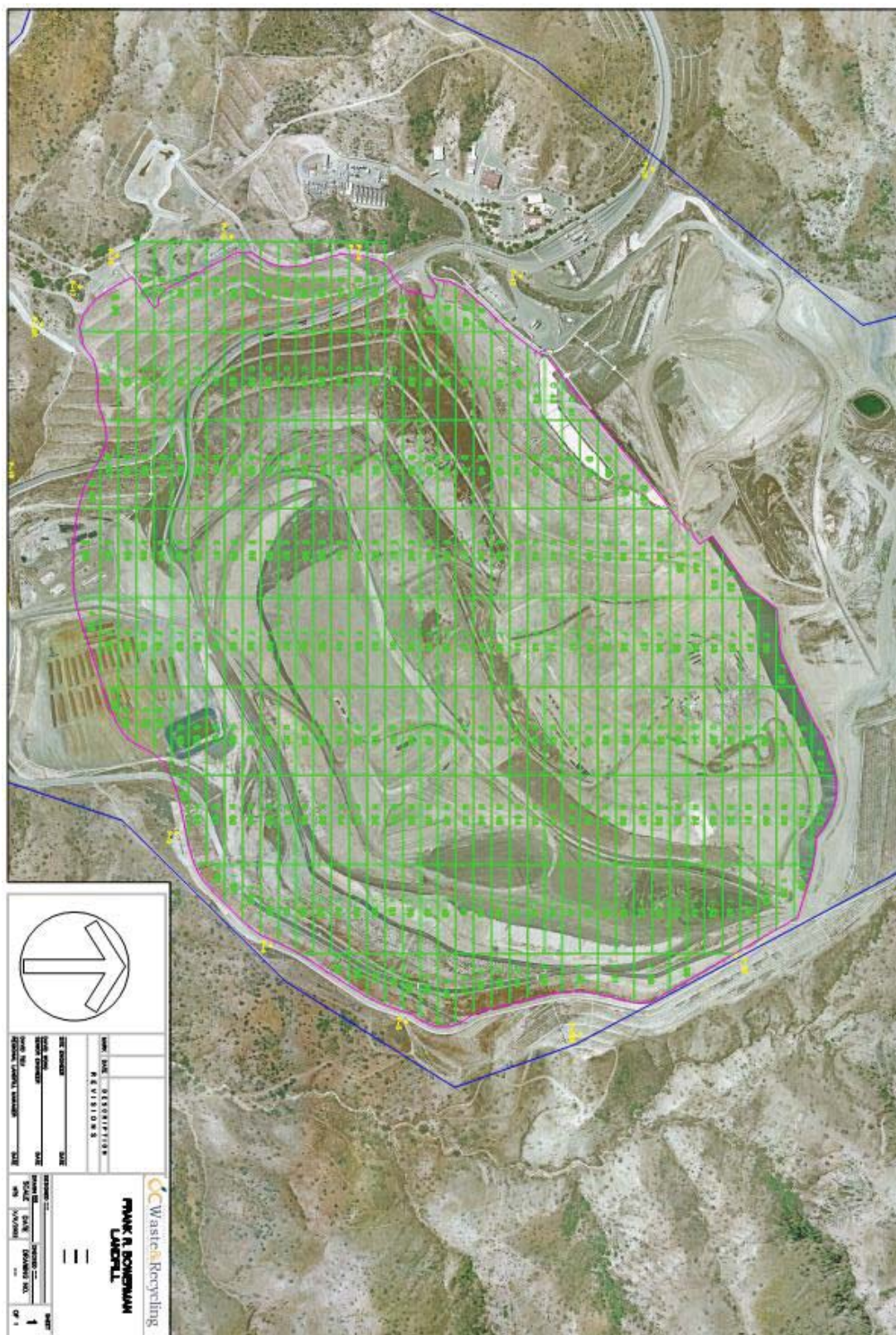


FIGURE A-9
Santiago Canyon Landfill Monitoring Grids

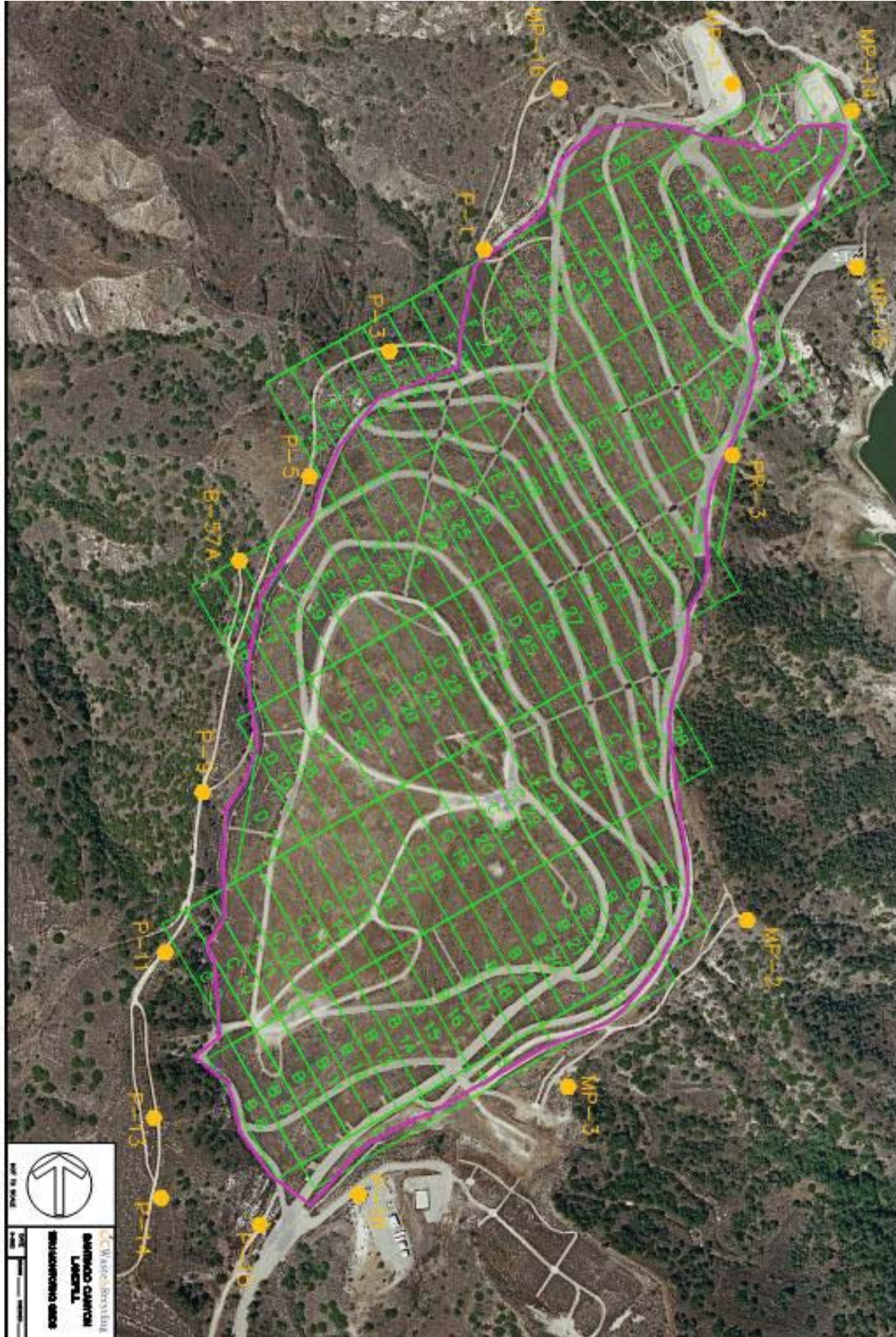


FIGURE A-10
Gothard Street Landfill Monitoring Grids



**FIGURE A-11
Cannery Street Landfill Monitoring Grids**



LEGEND	
	LIMIT OF WASTE
	APPROXIMATE DISPOSAL STATION BOUNDARY
	HORIZONTAL LFG PIPE
	MONITORING GRID LIMIT
	LFG CONDENSATE SLIMP
	SHALLOW GAS PROBE UP TO 5 FEET DEEP
	SHALLOW GAS PROBE UP TO 2 FEET DEEP
	HORIZONTAL LFG WELL CLEANOUT
	VERTICAL WELL HEAD
	GAS GRID ID
	AMBIENT SAMPLING STATION



OC Waste & Recycling
CANNERY STREET LANDFILL
GAS COLLECTION SYSTEM
AND SCAAMD FILE 1150.1
MONITORING GRIDS

DRAWN: _____ SHEET _____
 CHECKED: _____ DATE _____
 SCALE: _____ OF 1
 AS SHOWN

ATTACHMENT B
COUNTY SUPPLIED ITEMS & RESOURCES

County shall provide the following:

- Soil material for backfill and construction of berms and other system features.
- Current topography and survey information for use in potential design elements.
- Facilities for disposal of drilling & excavation spoils at no cost to Contractor.
- Any required permits for drilling and construction work to be completed by Contractor at the Construction site(s).

ATTACHMENT C COMPENSATION, PAYMENT TERMS AND INVOICING INSTRUCTIONS

GENERAL

This is a fixed-ceiling, time and materials Contract for Landfill Gas Services for Central Region Landfills as provided in Attachment A, Scope of Work.

Contractor agrees to accept the compensation specified herein as full remuneration for 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 prosecution of the services; and for performance by the Contractor of all its duties and obligations hereunder. The ceiling amount of this Contract shall include all expenses related to the performance of work and services required to meet the tasks and deliverables as set forth in Attachment A, Scope of Work.

The County shall have no obligation to pay any sum in excess of said ceiling price, unless authorized by a written modification issued in accordance with Article C of this Contract. The Contractor shall fully perform and complete its duties and obligations under this Contract, regardless of the number of man-hours required of the Contractor in effectuating such performance and completion. Labor hours and other costs incurred to complete the services and materials as set forth in this Contract, which exceed the total project cost, shall be borne by the Contractor.

All extra work resulting in an increase in the Contract total ceiling amount shall be authorized by written modification to this Contract. Said modification shall be issued by the Deputy Purchasing Agent and may be subject to approval by the County Board of Supervisors.

No increases shall be allowed during the first term of the Contract. Price increases requested after the first term of the Contract shall be in accordance with Additional Term and Condition Number 12 and shall not exceed a 3% increase per line item. Acceptance and implementation of increased pricing is at the sole discretion of County.

TIME AND MATERIALS

Labor Requirements

Note: Contractor shall consider start-time at the time staff is ready to work. Start-time shall not begin if worker(s) is using their personal phone not related to the Contract, sitting in truck, eating, putting on PPE, socializing in the parking lot, etc., regardless if worker(s) is onsite. The time taken to conduct these types of activities shall not be billed to County.

The hourly and/or per call rate(s) listed include direct and indirect labor charges, truck, fuel, all necessary equipment, tools, overhead, travel time, other expenses, and all profit applicable to services identified by Contractor. All necessary equipment to include, but not be limited to:

- Handheld electronic instruments that are typically used in the landfill gas industry, such as the Landtec Gem gas analyzer, photo ionization detector (PID), Flame ionization detector (FID), and calibration supplies including sample tubing, Tedlar bags for calibration and calibration gas.
- Hand tools (wrenches, screwdrivers, shovels, etc.)
- Pipe taps of various sizes
- Cordless and electric tools and generators (drills, saws, impact driver, etc.)

Overtime will not be paid on non-emergency response requests, unless specifically authorized by the County's Site PM at the time the request for service is initiated.

Straight time is eight (8) hours a day. Start time and 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 time and materials work. The Contractor must obtain prior written approval from County's Site PM 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 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

No mark-up allowed.

When pre-approved by the County PM or designee, the use of listed Subcontractors in Attachment D shall be reimbursed at actual cost. No markup for Subcontractor labor that is performing services included in Attachment A, Scope of Work, shall be allowed in this Contract.

Specialized Services

Actual Cost plus 10% mark-up allowed.

When a proposed Task Order provided by Contractor is approved by the County PM or designee, Specialized Services Subcontractors shall be reimbursed at actual cost + 10%. Only Subcontractors NOT listed in Attachment D, who are strictly performing Specialized Services NOT listed under the Routine or Non-routine sections of Attachment A, qualify for the stated mark-up.

Specialized Services will only be reimbursed at Contractor's actual cost plus the percentage stated above if the Specialized Services Subcontractor has **NOT** already charged a mark-up of their services above their actual cost.

MARK-UP IS ONLY ALLOWED FOR SPECIALIZED SERVICES **NOT** INCLUDED IN RATE SHEETS I, II, III or IV.

Material Costs

Actual Cost plus 10% mark-up allowed.

When approved by the County PM or designee, all parts and materials purchased by the Contractor or by its Subcontractors shall be reimbursed at actual cost plus 10% mark-up. Mark-up shall NOT apply to any taxes, shipping, freight, handling, or any other cost associated. ONLY the actual cost of the part or material shall be marked up. **Contractor shall provide with every invoice, a copy of the supplier's receipt for any part or material costing \$100.00 or more.** Contractor shall not be reimbursed for any administrative charges in procuring material.

Material costs and other expenses incurred by Subcontractors will only be reimbursed at actual Subcontractors' cost plus the percentage stated in this Contract if the Subcontractor has **NOT** already charged a mark-up of their materials above their actual cost.

MARK-UP IS ONLY ALLOWED FOR PARTS AND MATERIALS **NOT** INCLUDED IN RATE SHEETS I, II, III or IV.

Equipment Rental

Actual Cost plus 10% mark-up allowed.

When pre-approved by the County's Site PM or designee, miscellaneous types of equipment may be rented by the Contractor or by its Subcontractors and shall be reimbursed at actual cost plus 10% mark-up.

The above markup may be applied only to the cost of the equipment rental, fuel, delivery and pick up. All equipment shall be FOB destination. Equipment rental charges shall include all routine service, maintenance, and preventive maintenance.

Equipment Rental and other expenses incurred by Subcontractors will only be reimbursed at actual Subcontractors' cost plus the percentage stated above if the Subcontractor has **NOT** already charged a mark-up of the rental above their actual cost.

MARK-UP IS ONLY ALLOWED FOR EQUIPMENT **NOT** INCLUDED IN RATE SHEETS I, II, III or IV.

Specialized Equipment

Actual Cost plus 10% mark-up allowed.

When a proposed Task Order provided by Contractor is approved by the County's Site PM or designee, Specialized Equipment rentals shall be reimbursed at actual cost + 10%. Only Specialized Equipment rentals NOT included in the Rate Sheets qualify for the stated mark-up.

Specialized Equipment rental costs incurred by Subcontractors will only be reimbursed at actual Subcontractors' cost plus the percentage stated above if the Subcontractor has **NOT** already charged a mark-up of the rental above their actual cost.

MARK-UP IS ONLY ALLOWED FOR SPECIALIZED EQUIPMENT **NOT** INCLUDED IN RATE SHEETS I, II, III or IV.

Warranty

Contractor shall warrant all labor and materials used for Landfill Gas Services for a period of one (1) year (or in accordance with Contractor's or Manufacturer's Warranty, if longer) after completion of repairs, if applicable.

PAYMENT TERMS

Contractor shall submit an invoice in *arrears* for Services provided as outlined in Contract Attachment A, Scope of Work.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any service billed or involved under this Contract and shall not be construed as acceptance of any part of the work (services).

INVOICING INSTRUCTIONS

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor address and remittance address if different
- b. County Contract #MA-299-22011684
- c. Task or Sub Task Number (if available) noting as Routine or Non-routine as listed in Attachment A
- d. Copy of approved Task Order quote, if applicable (signed by County PM)
- e. Detailed description of tasks/services and deliverables
- f. Name of site and address where services rendered
- g. Date of service
- h. Cost per hour including personnel (for labor, including back-up documentation, unless lump sum basis)
- i. Material costs (including any back-up documentation, as required, unless lump sum basis)
- j. Subcontractor costs (if applicable)
- k. Equipment costs (if applicable)
- l. Total Invoice Amount

Contractor shall submit separate invoices for work completed. 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. Invoicing and payment related questions shall be directed to Auditor-Controller/Accounts Payable at the email address below.

For each emergency and non-emergency visit, Contractor shall include supporting documentation, such as:

- Personnel name(s), labor rates, log sheets
- Date of visit, time spent, and the time of day
- Reason(s) for the visit
- Receipts of materials/parts procured and/or specialized equipment/tools rented
- Subcontractor's invoice(s)
- Charges for the visit
- Any other back-up as required by the County PM or County Accounts Payable

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 Logs
- Description of Services
- Date of Service, Completion of Service, and duration
- Copy of Task Order Proposal, pre-approved by County 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

Invoices and supporting documents shall be submitted to ocwrinvoice@ocwr.ocgov.com.

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

**RATE SHEET - PART I
ROUTINE SERVICES**

Task No.	Description	Unit	No. of Units Per Year	Cost per Unit	Annual Cost
TASK A. ROUTINE OM&M					
A.1.a	Santiago Canyon	Week	52	\$1,569.00	\$81,588.00
A.1.b	Santiago Canyon	Month	12	\$10,685.52	\$128,226.24
A.1.b	Gothard Street	Month	12	\$3,070.00	\$36,840.00
A.1.c	Cannery Street	Quarter	4	\$3,070.00	\$12,280.00
A.2.a	Santiago Canyon	Week	52	\$420.00	\$21,840.00
A.2.b	Santiago Canyon	Month	12	\$2,016.00	\$24,192.00
A.2.b	Gothard Street	Month	12	\$1,344.00	\$16,128.00
A.2.c	Cannery Street	Quarter	4	\$1,008.00	\$4,032.00
A.3	Santiago Canyon	Year	As Needed	\$76,638.20	\$76,638.20
A.4 & A.5	Reporting & Meetings	Month	12	\$11,772.00	\$141,264.00
TASK B. SCAQMD RULE 1150.1 AND RULE 431.1 MONITORING AND REPORTING					
Frank R. Bowerman (FRB) Landfill					
B.1	Instantaneous Surface Monitoring	Grid	At minimum 258 x 4	\$41.00	\$42,312.00
B.2	Integrated Surface Monitoring, Sampling and Analysis	Grid	At minimum 258 x 4	\$41.00	\$42,312.00
B.3	Ambient Air Sampling and Analysis	Quarter	2 x 4	\$250.00	\$2,000.00
B.4	LFG Sampling and Analysis* *Current condition but this could change	Quarter	1 x 4	\$55.00	\$220.00
B.5	Perimeter Probe Monitoring	Port	57 x 12	\$16.00	\$10,944.00
B.5	Perimeter Probe Sampling, and Analysis	Quarter	1 x 4	\$55.00	\$220.00
B.8	Compliance Review LFG Data	Month	1 x 12	\$2,700.00	\$32,400.00
Santiago Canyon					
B.1	Instantaneous Surface Monitoring	Grid	108 x 4	\$41.00	\$17,712.00
B.2	Integrated Surface Monitoring, Sampling and Analysis	Grid	108 x 4	\$41.00	\$17,712.00
B.3	Ambient Air Sampling and Analysis	Quarter	1 x 4	\$250.00	\$1,000.00
B.4	LFG Sampling and Analysis	Quarter	1 x 4	\$55.00	\$220.00
B.5	Perimeter Probe Monitoring	Port	65 x 12	\$16.00	\$12,480.00
B.5	Perimeter Probe Sampling, and Analysis	Quarter	2 x 4	\$55.00	\$440.00
Gothard Street					
B.1	Instantaneous Surface Monitoring	Grid	9 x 1	\$66.00	\$594.00

B.2	Integrated Surface Monitoring, Sampling and Analysis	Grid	9 x 1	\$66.00	\$594.00
B.3	Ambient Air Sampling and Analysis	Year	2 x 1	\$250.00	\$500.00
B.4	LFG Sampling and Analysis	Year	1 x 1	\$55.00	\$55.00
B.5	Perimeter Probe Monitoring	Port	18 x 12	\$28.00	\$6,048.00
B.5	Perimeter Probe Sampling, and Analysis	Quarter	1 x 4	\$55.00	\$220.00
Cannery Street					
B.1	Instantaneous Surface Monitoring	Grid	16 x 1	\$66.00	\$1,056.00
B.2	Integrated Surface Monitoring, Sampling and Analysis	Grid	16 x 1	\$66.00	\$1,056.00
B.3	Ambient Air Sampling and Analysis	Year	0 x 1	\$250.00	\$0.00
B.4	LFG Sampling and Analysis	Year	1 x 1	\$55.00	\$55.00
B.5	Perimeter Probe Monitoring	Port	20 x 12	\$28.00	\$6,720.00
B.5	Perimeter Probe Sampling, and Analysis	Quarter	1 x 4	\$55.00	\$220.00
CONTRACTOR RESPONSIBILITY 2. LANDFILL GAS DATABASE AND MANAGEMENT SYSTEM					
	Landfill Gas Data Management services for Central Region Landfills	Month	1 x 12	\$3,900.50	\$46,806.00
TOTAL MONTHLY FEE FOR ALL ROUTINE SERVICES AT ALL SITES + LFG DATA MANAGEMENT SYSTEM					\$65,577.04

RATE SHEET - PART II
NON-ROUTINE MAINTENANCE SERVICES & MATERIALS

Item	Description	Unit	Unit Cost ³
Mobilization/Demobilization¹			
1.	Mobilization/Demobilization expenditures for all preparatory work and operations, including but not limited to, bond and insurance costs; those costs deemed necessary for the movement of personnel, supplies, and incidentals to the project sites; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project. (Horizontal Wells).	Each	\$9,360
2.	Mobilization/Demobilization includes expenditures for all preparatory work and operations, including but not limited to, bond and insurance costs; those costs deemed necessary for the movement of personnel, supplies, and incidentals to the project sites; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project. (Vertical Wells).	Each	Bucket Auger Rig \$19,718 Air Rig \$9,300 Auger Rig \$8,200
Horizontal Wells Installation and Abandonment²			
3.	Install 6" perforated and solid Horizontal HDPE LFG Collectors (2' x 4'trench), detection marker, refuse hauling, and backfill.	LF	\$33.80
4.	Cut and Cap 6" solid Horizontal HDPE LFG Collectors. Note: The line item cost does not include a backhoe and operator. This cost includes wellhead removal and salvage, fuse HDPE cap on the well, and butt fuse cap on lateral pipe requiring the use of a fusion machine, and generator. If the task requires the well casing to be buried below grade, a backhoe and operator will be needed to expose the well casing 2 to 3 feet below grade and to backfill at completion.	LF	\$418.00
5.	Install 8" perforated and solid Horizontal HDPE LFG Collectors (2' x 4'trench), detection marker, refuse hauling, and backfill.	LF	\$33.80
6.	Cut and Cap 8" solid Horizontal HDPE LFG Collectors. Note: The line item cost does not include a backhoe and operator. This cost includes wellhead removal and salvage, fuse HDPE cap on the well, and butt fuse cap on lateral pipe requiring the use of a fusion machine, and generator. If the task requires the well casing to be buried below grade, a backhoe and operator will be needed to expose the well casing 2 to 3 feet below grade and to backfill at completion.	LF	\$468.00

Vertical Wells Installation and Abandonment²			
7.	Install 4'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (0 to 100 ft), refuse hauling.	LF	\$113
8.	Install 4'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (>100 ft), refuse hauling.	LF	\$138
9.	Extend 4'' solid Vertical HDPE LFG Collectors.	LF	\$18.30
10.	Cut and Cap 4'' solid Vertical HDPE LFG Collectors. Note: The line item cost does not include a backhoe and operator. This cost includes wellhead removal and salvage, fuse HDPE cap on the well, and butt fuse cap on lateral pipe requiring the use of a fusion machine, and generator. If the task requires the well casing to be buried below grade, a backhoe and operator will be needed to expose the well casing 2 to 3 feet below grade and to backfill at completion.	LF	\$125
11.	Install 6'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (0 to 100 ft), refuse hauling.	LF	\$113.70
12.	Install 6'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (>100 ft), refuse hauling.	LF	\$140.20
13.	Extend 6'' solid Vertical HDPE LFG Collectors.	LF	\$30.20
14.	Cut and Cap 6'' solid Vertical HDPE LFG Collectors. Note: The line item cost does not include a backhoe and operator. This cost includes wellhead removal and salvage, fuse HDPE cap on the well, and butt fuse cap on lateral pipe requiring the use of a fusion machine, and generator. If the task requires the well casing to be buried below grade, a backhoe and operator will be needed to expose the well casing 2 to 3 feet below grade and to backfill at completion.	LF	\$210
15.	Install 8'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (0 to 100 ft), refuse hauling.	LF	\$113.70
16.	Install 8'' perforated and solid Vertical HDPE LFG Collectors (up to 24'' borehole), bottom cap (>100 ft), refuse hauling.	LF	\$140.20
17.	Extend 8'' solid Vertical HDPE LFG Collectors.	LF	\$30.20
18.	Cut and Cap 8'' solid Vertical HDPE LFG Collectors. Note: The line item cost does not include a backhoe and operator. This cost includes wellhead removal and salvage, fuse HDPE cap on the well, and butt fuse cap on lateral pipe requiring the use of a fusion machine, and generator. If the task requires the well casing to be buried low grade, a backhoe and operator will be needed to expose the well casing 2 to 3 feet below grade and to backfill at completion.	LF	\$232.86
Condensate Drain Lines Installation			
19.	Install 2'' HDPE Condensate line above ground	LF	\$6.70

20.	Install 2" HDPE Condensate line below ground (Up to 3' below ground surface)	LF	\$23.50
21.	Install 2" x 3" double contained HDPE Condensate line above ground	LF	\$15.90
22.	Install 2" x 3" double contained HDPE Condensate line below ground (Up to 3' below ground surface)	LF	\$41.50
23.	Install 4" HDPE Condensate line above ground	LF	\$14.20
24.	Install 4" HDPE Condensate line below ground (Up to 3' below ground surface)	LF	\$32
25.	Install 4" x 6" double contained HDPE Condensate line above ground	LF	\$17.40
26.	Install 4" x 6" double contained HDPE Condensate line below ground (Up to 3' below ground surface)	LF	\$44.50
Sampling and Monitoring			
27.	Instantaneous Surface Re-Monitoring (Per Hotspot)	EA	\$55
28.	Perimeter Probe Re-Monitoring (Per Port)	EA	\$18
29.	Rule 431.1 Sulfur Monitoring and Sampling Re-Monitoring (Per Event)	EA	\$95
30.	Penetrations Monitoring and Component Leak Test	EA	\$55
Note 1: For projects that involve both vertical and horizontal well installation, only one mobilization/demobilization rate allowed unless authorized by County PM.			
Note 2: County will supply all materials necessary to complete installation, including transporting the required material to the installation site as requested by Contractor. In the event County cannot provide the required material, Contractor may charge Cost + 10% for material actually used. 10% SHALL NOT be charged on freight and tax.			
Note 3: Installation cost includes but is not limited to labor, equipment, overhead, supervision, project management, professional and administrative services, etc. Installation DOES NOT include materials or direct freight charges. Freight charges to be reimbursed at cost with supporting invoice.			

RATE SHEET - PART II (CONTINUED)
NON-ROUTINE MAINTENANCE SERVICES & MATERIALS

Item	Description	Unit	Material Cost Per Unit ²	Installation Cost Includes Labor and Equipment ³
PIPE MATERIALS (HDPE Unless Otherwise Noted)				
<u>24" Pipe</u>				
101	24" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$83.00
102	24" Solid SDR 17 Above ground	LF	Cost + 10%	\$57.60
103	24" Solid Tee	EA	Cost + 10%	\$1,981.00
104	24" x 24" x 24" Wye	EA	Cost + 10%	\$1,981.00
105	24" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,950.00
106	24" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,365.00
107	24" 45 Degree Elbow	EA	Cost + 10%	\$1,000.00
108	24" 90 Degree Elbow	EA	Cost + 10%	\$1,000.00
109	24" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers ¹	Set	Cost + 10%	\$3,000 (Above) \$3,800 (below)
110	24" Electro-fusion Coupling ¹	EA	Cost + 10%	\$995.00
<u>22" Pipe</u>				
111	22" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$64.00
112	22" Solid SDR 17 Above ground	LF	Cost + 10%	\$43.50
113	22" Solid Tee	EA	Cost + 10%	\$1,600.00
114	22" x 22" x 22" Wye	EA	Cost + 10%	\$1,600.00
115	22" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,600.00
116	22" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,185.00
117	22" 45 Degree Elbow	EA	Cost + 10%	\$800.00
118	22" 90 Degree Elbow	EA	Cost + 10%	\$800.00
119	22" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers ¹	Set	Cost + 10%	\$2,300.00
120	22" Electro-fusion Coupling	EA	Cost + 10%	\$807.00
<u>20" Pipe</u>				
121	20" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$57.50
122	20" Solid SDR 17 Above ground	LF	Cost + 10%	\$42.00
123	20" Solid Tee	EA	Cost + 10%	\$1,200.00
124	20" x 20" x 20" Wye	EA	Cost + 10%	\$1,200.00
125	20" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,175.00
126	20" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,180.00
127	20" 45 Degree Elbow	EA	Cost + 10%	\$800.00
128	20" 90 Degree Elbow	EA	Cost + 10%	\$800.00
129	20" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers ¹	Set	Cost + 10%	\$2,378.00
130	20" Electro-fusion Coupling ¹	EA	Cost + 10%	\$750.00
<u>18" Pipe</u>				
131	18" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$50.00
132	18" Solid SDR 17 Above ground	LF	Cost + 10%	\$37.00
133	18" Solid Tee	EA	Cost + 10%	\$965.00
134	18" x 18" x 18" Wye	EA	Cost + 10%	\$1,000.00
135	18" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,500.00

136	18" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$1,130.00
137	18" 45 Degree Elbow	EA	Cost + 10%	\$812.00
138	18" 90 Degree Elbow	EA	Cost + 10%	\$812.00
139	18" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers ¹	Set	Cost + 10%	\$2,615 (Above) \$2,972 (Below)
140	18" x 8" Electrofusion Saddle	EA	Cost + 10%	\$800.00
141	18" x 6" Electrofusion Saddle	EA	Cost + 10%	\$800.00
142	18" x 4" Electrofusion Saddle	EA	Cost + 10%	\$800.00
143	18" Full Face Gasket	EA	Cost + 10%	\$20.00
144	18" Flat HDPE Cap with 2" HDPE Outlet	EA	Cost + 10%	\$393.00
<u>12" Pipe</u>				
145	12" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$45.00
146	12" Solid SDR 17 Above ground	LF	Cost + 10%	\$22.00
147	12" Solid Tee	EA	Cost + 10%	\$520.00
148	12" x 12" x 12" Wye	EA	Cost + 10%	\$520.00
149	12" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$520.00
150	12" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$520.00
151	12" 45 Degree Elbow	EA	Cost + 10%	\$400.00
152	12" 90 Degree Elbow	EA	Cost + 10%	\$400.00
153	12" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$1700 (Above) \$2050 (Below)
154	12" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$2,100.00
155	12" Electro-fusion Coupling	EA	Cost + 10%	\$420.00
<u>10" Pipe</u>				
156	10" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$40.60
157	10" Solid SDR 17 Above ground	LF	Cost + 10%	\$20.50
158	10" Solid Tee	EA	Cost + 10%	\$500.00
159	10" x 10" x 10" Wye	EA	Cost + 10%	\$500.00
160	10" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$500.00
161	10" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$500.00
162	10" 45 Degree Elbow	EA	Cost + 10%	\$390.00
163	10" 90 Degree Elbow	EA	Cost + 10%	\$390.00
164	10" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$1,700.00
165	10" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$1,700.00
166	10" Electro-fusion Coupling	EA	Cost + 10%	\$430.00
<u>8" Pipe</u>				
167	8" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$38.50
168	8" Solid SDR 17 Above ground	LF	Cost + 10%	\$19.00
169	8" Solid Tee	EA	Cost + 10%	\$435.00
170	8" x 8" x 8" Wye	EA	Cost + 10%	\$435.00
171	8" Branch Saddle	EA	Cost + 10%	\$425.00
172	8" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$362.00
173	8" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$362.00
174	8" 45 Degree Elbow	EA	Cost + 10%	\$362.00
175	8" 90 Degree Elbow	EA	Cost + 10%	\$362.00
176	8" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$1,000.00
177	8" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$1,000.00

178	8" Cap – butt fused	EA	Cost + 10%	\$150.00
179	8" Electro-fusion Coupling	EA	Cost + 10%	\$350.00
180	8" Electro-fusion Coupling	EA	Cost + 10%	\$350.00
181	8" SS X HDPE Transition Fitting	EA	Cost + 10%	\$100.00
182	8" SCH 80 PVC Female Adapter	EA	Cost + 10%	\$20.00
183	8" Powerlock Clamp	EA	Cost + 10%	\$15.00
184	8" HDPE Ball Valve	EA	Cost + 10%	\$300.00
<u>6" Pipe</u>				
185	6" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$33.40
186	6" Solid SDR 17 Above ground	LF	Cost + 10%	\$15.50
187	6" Solid Tee	EA	Cost + 10%	\$350.00
188	6" x 6" x 6" Wye	EA	Cost + 10%	\$350.00
189	6" Branch Saddle	EA	Cost + 10%	\$200.00
190	6" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$362.00
191	6" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$362.00
192	6" 45 Degree Elbow	EA	Cost + 10%	\$290.00
193	6" 90 Degree Elbow	EA	Cost + 10%	\$290.00
194	6" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$800.00
195	6" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$800.00
196	6" Cap – butt fused	EA	Cost + 10%	\$140.00
197	6" Electro-fusion Coupling	EA	Cost + 10%	\$300.00
198	6" SS X HDPE Transition Fitting	EA	Cost + 10%	\$100.00
199	6" SCH 80 PVC Female Adapter	EA	Cost + 10%	\$20.00
200	6" Powerlock Clamp	EA	Cost + 10%	\$13.00
201	6" HDPE Ball Valve	EA	Cost + 10%	\$220.00
<u>4" Pipe</u>				
202	4" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$30.20
203	4" Solid SDR 17 Above ground	LF	Cost + 10%	\$14.25
204	4" Solid Tee	EA	Cost + 10%	\$177.00
205	4" x 4" x 4" Wye	EA	Cost + 10%	\$188.00
206	4" Branch Saddle	EA	Cost + 10%	\$150.00
207	4" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$177.00
208	4" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$177.00
209	4" 45 Degree Elbow	EA	Cost + 10%	\$142.00
210	4" 90 Degree Elbow	EA	Cost + 10%	\$142.00
211	4" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$210.00
212	4" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$210.00
213	4" Cap – butt fused	EA	Cost + 10%	\$45.00
214	4" Electro-fusion Coupling	EA	Cost + 10%	\$260.00
215	4" SS X HDPE Transition Fitting	EA	Cost + 10%	\$80.00
216	4" SCH 80 PVC Female Adapter	EA	Cost + 10%	\$18.00
217	4" Powerlock Clamp	EA	Cost + 10%	\$12.00
218	4" HDPE Ball Valve	EA	Cost + 10%	\$120.00
<u>3" Pipe</u>				
219	3" Solid SDR 17 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$27.00
220	3" Solid SDR 17 Above ground	LF	Cost + 10%	\$14.00
221	3" Solid Tee	EA	Cost + 10%	\$100.00
222	3" x 4" x 4" Wye	EA	Cost + 10%	\$100.00
223	3" Branch Saddle	EA	Cost + 10%	\$150.00
224	3" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$150.00
225	3" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$150.00

226	3" 45 Degree Elbow	EA	Cost + 10%	\$56.00
227	3" 90 Degree Elbow	EA	Cost + 10%	\$56.00
228	3" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$165.00
229	3" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$163.00
230	3" Cap – butt fused	EA	Cost + 10%	\$50.00
231	3" Electro-fusion Coupling	EA	Cost + 10%	\$157.00
232	3" SS X HDPE Transition Fitting	EA	Cost + 10%	\$56.00
233	3" SCH 80 PVC Female Adapter	EA	Cost + 10%	\$11.00
234	3" Powerlock Clamp	EA	Cost + 10%	\$11.00
235	3" HDPE Ball Valve	EA	Cost + 10%	\$112.00
<u>2" Pipe</u>				
236	2" Solid SDR 11 Buried 4' max. to Top of pipe	LF	Cost + 10%	\$22.50
237	2" Solid SDR 11 Above ground	LF	Cost + 10%	\$6.50
238	2" Solid Tee	EA	Cost + 10%	\$56.00
239	2" x 2" x 2" Wye	EA	Cost + 10%	\$56.00
240	2" Branch Saddle	EA	Cost + 10%	\$89.00
241	2" Flange Set, adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$112.00
242	2" Blind Flange Set adapters, seals, gaskets and bolt pack	Set	Cost + 10%	\$112.00
243	2" 45 Degree Elbow	EA	Cost + 10%	\$45.00
244	2" 90 Degree Elbow	EA	Cost + 10%	\$45.00
245	2" Isolation Valve Epoxy Coated Cast Iron - includes Viton Seal, gear box, seals, spacers	Set	Cost + 10%	\$141.00
246	2" Butterfly Valve with adapters and bolt pack	Set	Cost + 10%	\$141.00
247	2" Cap – butt fused	EA	Cost + 10%	\$47.00
248	2" Electro-fusion Coupling	EA	Cost + 10%	\$108.00
249	2" SS X HDPE Transition Fitting	EA	Cost + 10%	\$44.50
250	2" SCH 80 PVC Female Adapter	EA	Cost + 10%	\$10.00
251	2" Powerlock Clamp	EA	Cost + 10%	\$10.00
252	2" HDPE X PVC Transition Fitting	EA	Cost + 10%	\$20.00
<u>Other Pipe</u>				
253	1.5" Solid SDR 9 Pipe	LF	Cost + 10%	\$21.00
<u>Reducers</u>				
254	30" x 24" Reducer	EA	Cost + 10%	\$1,250.00
255	30" x 18" Reducer	EA	Cost + 10%	\$1,250.00
256	24" x 20" Reducer	EA	Cost + 10%	\$1,000.00
257	24" x 18" Reducer	EA	Cost + 10%	\$1,000.00
258	22" x 20" Reducer	EA	Cost + 10%	\$1,000.00
259	22" x 18" Reducer	EA	Cost + 10%	\$1,000.00
260	18" x 12" Reducer	EA	Cost + 10%	\$500.00
261	18" x 6" Reducer	EA	Cost + 10%	\$500.00
262	12" x 10" Reducer	EA	Cost + 10%	\$396.00
263	12" x 8" Reducer	EA	Cost + 10%	\$396.00
264	10" x 8" Reducer	EA	Cost + 10%	\$425.00
265	8" x 6" Reducer	EA	Cost + 10%	\$220.00
266	6" x 4" Reducer	EA	Cost + 10%	\$200.00
267	6" x 3" Reducer	EA	Cost + 10%	\$200.00
268	4" x 3" Reducer	EA	Cost + 10%	\$150.00
269	4" x 2" Reducer	EA	Cost + 10%	\$150.00
270	3" x 2" Reducer	EA	Cost + 10%	\$150.00
271	18" x 12" x 18" Reducing Tee	EA	Cost + 10%	\$500.00
272	12" x 8" x 12" Reducing Tee	EA	Cost + 10%	\$500.00
273	10" x 8" x 10" Reducing Tee	EA	Cost + 10%	\$500.00

274	8" x 6" x 8" Reducing Tee	EA	Cost + 10%	\$500.00
275	6" x 4" x 6" Reducing Tee	EA	Cost + 10%	\$375.00
Well Heads				
274	2" Horizontal Accu-Flo Wellhead Landtec and Adapter	Set	Cost + 10%	\$110.00
275	3" Horizontal Accu-Flo Wellhead Landtec and Adapter	Set	Cost + 10%	\$110.00
276	2" Vertical Accu-Flo Wellhead Landtec and Adapter	Set	Cost + 10%	\$110.00
277	3" Vertical Accu-Flo Wellhead Landtec and Adapter	Set	Cost + 10%	\$110.00
278	2" PVC Vertical ISCO Flo-Wing Wellhead and Adapter	Set	Cost + 10%	\$110.00
279	1" PVC Vertical ISCO Flo-Wing Wellhead and Adapter	Set	Cost + 10%	\$110.00
280	2" Horizontal Flow Control Wellhead QED and Adapter	Set	Cost + 10%	\$110.00
281	2" (6" Well) Vertical Flow Control Wellhead QED, Adapter, Stabilizer Well Cap	Set	Cost + 10%	\$110.00
282	2" (8" Well) Vertical Flow Control Wellhead QED, Adapter, Stabilizer Well Cap	Set	Cost + 10%	\$110.00
283	3" (6" Well) Vertical Flow Control Wellhead QED, Adapter, Stabilizer Well Cap	Set	Cost + 10%	\$110.00
284	3" (8" Well) Vertical Flow Control Wellhead QED, Adapter, Stabilizer Well Cap	Set	Cost + 10%	\$110.00
285	QED 2" Quick Change Orifice Plates Set (Vertical Wells)	Set	Cost + 10%	\$10.00
286	QED 3" Quick Change Orifice Plates Set (Vertical Wells)	Set	Cost + 10%	\$10.00
287	QED 2" Quick Change Orifice Plates Set (Horizontal Wells)	Set	Cost + 10%	\$10.00
Miscellaneous				
288	10' x 10' Wellbore seal	EA	Cost + 10%	\$1,069.00
289	QED Solarguard Flex Hose	LF	Cost + 10%	\$3.50
290	QED Banding Kit for Solarguard Flex	Set	Cost + 10%	\$5.50
291	2" Stainless Steel Flex Hose with Steel Flanges Each End	LF	Cost + 10%	\$50.00
292	3" Stainless Steel Flex Hose with Steel Flanges Each End	LF	Cost + 10%	\$60.00
293	2" Kana Flex Hose	LF	Cost + 10%	\$2.50
294	3" Kana Flex Hose	LF	Cost + 10%	\$3.50
295	Well ID Tag	EA	Cost + 10%	\$10.00
296	Granular Bentonite	LB	Cost + 10%	\$1.15
297	Galvanized Unistrut – Plain 1 5/8"	LF	Cost + 10%	\$3.50
298	6" Unistrut Pipe Clamp	EA	Cost + 10%	\$10.00
299	8" Unistrut Pipe Clamp	EA	Cost + 10%	\$14.00
300	1" x 5ft Long Rebar Anchor with High Visibility HDPE Sleeve and Safety Cap	Set	Cost + 10%	\$26.00
301	Stain Steel Gear Clamp – Up to 10" diameter	EA	Cost + 10%	\$5.00
302	36" Solid SDR 17 Buried 3' min. to top of pipe with refuse hauling	LF	Cost + 10%	\$118.25
303	36" Solid SDR 17 Buried 3' min. to top of pipe w/o refuse hauling	LF	Cost + 10%	\$108.00
	36" Viton Isolation Valve (Epoxy Coated Cast Iron) incl. back-up rings, adapters, seals, gasket, SS bolt pack, 5' valve stem, gear box, seats			
304	Above Grade	SET	Cost + 10%	\$9,508.00
305	Below Grade (min 3' to top of valve)	SET	Cost + 10%	\$10,204.00
306	36" x 30" Reducer HDPE SDR 17	EA	Cost + 10%	\$1,650.00
307	30" Solid SDR 17 Above Grade	LF	Cost + 10%	\$55.00
308	30" Solid SDR 17 Buried 3' min. to top of pipe with refuse hauling	LF	Cost + 10%	\$89.00
309	30" Solid SDR 17 Buried 3' min. to top of pipe w/o refuse hauling	LF	Cost + 10%	\$83.50
	30" Viton Isolation Valve (Epoxy Coated Cast Iron) incl. back-up rings, adapters, seals, gasket, SS bolt pack, 5' valve stem, gear box, seats			
310	Above Grade	SET	Cost + 10%	\$8,000.00
311	Below Grade (min 3' to top of valve)	SET	Cost + 10%	\$8,750.00
	30" Flange Set HDPE including adapters, seals, DI rings, SS bolt pack, gasket			
312	Standard	SET	Cost + 10%	\$2,400.00
313	Blind	SET	Cost + 10%	\$1,902.00
314	30" Tee HDPE	EA	Cost + 10%	\$2,190.00

315	30" Elbow HDPE 90 Degree	EA	Cost + 10%	\$1,100.00
316	30" Elbow HDPE 45 Degree	EA	Cost + 10%	\$1,020.00
317	30" Elbow HDPE 22 Degree	EA	Cost + 10%	\$1,020.00
318	30" Elbow HDPE Buried 3' min. to top of pipe with refuse hauling	LF	Cost + 10%	\$1,043.00

Note 1: Unless otherwise stated, installation cost for materials at grade or below grade (4' max) is the same.

Note 2: Cost + 10% SHALL ONLY apply to material cost. 10% SHALL NOT be charged on freight and tax. Freight charges to be reimbursed at cost with supporting invoice.

Note 3: Installation cost includes but is not limited to labor, equipment, overhead, supervision, project management, professional and administrative services. Installation DOES NOT include materials.

**RATE SHEET - PART III
LABOR RATES**

(Rates to be negotiated with and provided by selected Contractor)

No.	Personnel	Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
A	Operation and Maintenance			
1	Project Manager	\$225.00	\$225.00	\$225.00
2	Assistant Project Manager	\$195.00	\$195.00	\$195.00
3	Project Foreman/Superintendent- Construction Services	\$164.00	\$246.00	\$328.00
4	Equipment Operator	\$149.00	\$223.50	\$298.00
5	Pipe Fusion Technician	\$160.00	\$240.00	\$320.00
6	Laborer	\$70.00	\$105.00	\$140.00
B	Optional Services			
1	Principal Engineer	\$260.00	\$260.00	\$260.00
2	Engineer	\$218.00	\$218.00	\$218.00
3	Construction Manager	\$218.00	\$206.00	\$206.00
4	Senior Monitoring and Operation Technician	\$137.00	\$205.50	\$274.00
5	Lead Monitoring and Operation Technician	\$122.00	\$183.00	\$244.00
6	Monitoring and Operation Technician	\$99.00	\$148.50	\$198.00
7	Senior Geologist	\$160.00	\$160.00	\$160.00
8	Geologist	\$151.00	\$151.00	\$151.00
9	Environmental Specialist	\$128.00	\$128.00	\$128.00
13	Lead Mechanic -maintenance and trouble shooting LFG systems	\$130.00	\$195.00	\$260.00
14	Mechanic-maintenance and trouble-shooting LFG systems	\$122.00	\$183.00	\$244.00
15	Licensed Surveyor	\$232.00	\$232.00	\$232.00
16	Systems Integrator	\$195.00	\$292.50	\$390.00
17	Controls Specialist	\$235.00	\$235.00	\$235.00
NOTE: Labor for Optional Services shall only be performed upon OC Waste & Recycling Site PM's request and approval.				

**RATE SHEET - PART IV
EQUIPMENT RATES**

No.	Equipment	Daily Rate	Weekly Rate	Monthly Rate
1	Excavator	\$1,199.00	\$3,597.00	\$10,791.00
2	Loader	\$1,082.00	\$3,246.00	\$9,738.00
3	Back Hoe	\$615.00	\$1,845.00	\$5,535.00
4	Dump/Roll off Truck	\$615.00	\$1,845.00	\$5,535.00
5	35 Ton Articulating Rock Truck	\$4,318.00	\$12,954.00	\$38,862.00
6	Utility Truck	\$168.00	\$504.00	\$1,512.00
7	Fork Lift	\$725.00	\$2,175.00	\$6,525.00
8	Crane	\$1,404.00	\$4,212.00	\$12,636.00
9	Water Truck	\$1,006.00	\$3,018.00	\$9,054.00
10	1"- 4" Fusion Machine includes Generator	\$105.00	\$315.00	\$945.00
11	6"- 18" Fusion Machine includes Generator	\$468.00	\$1,404.00	\$4,212.00
12	24" - 36" Fusion Machine includes Generator	\$1,580.00	\$4,740.00	\$14,220.00
13	Electro-Fusion Machine/processor	\$175.00	\$525.00	\$1,575.00
14	9.7 - KW Generator	\$117.00	\$351.00	\$1,053.00
15	Air Compressor	\$117.00	\$351.00	\$1,053.00
16	Squeeze Off Tool (up to 8")	\$146.00	\$438.00	\$1,314.00
17	Video Camera System Rental	\$234.00	\$702.00	\$2,106.00
18	GEM 5000	\$217.00	\$651.00	\$1,953.00

Note: Equipment rates include delivery and transport. Reimbursement at Cost +10% is at County's discretion when equipment must be rented. County is not obligated to pay more than the above listed price, whether provided by Contractor or rented. 10% shall only apply to the rental itself and shall not apply to taxes, delivery or transport.

**ATTACHMENT D
STAFFING PLAN AND SUBCONTRACTOR SERVICES**

STAFFING PLAN

County reserves the right to require Contractor to involve other staff members, as its services are required. The specific individual shall be assigned based on the need and timing of the staffing requirements. Assignment of additional staff shall be subject to County approval. The substitution of other individuals in any given classification/position shall be permitted only with prior written approval by County, which shall not be unreasonably withheld.

SUBCONTRACTOR SERVICES

Contractor shall hereinafter state that any Subcontractor(s) who will be the Subcontractor(s) on the job for each particular trade or subdivision of the work and will state the firm name and principal location of the mill, shop, or office of each. Failure to list all Subcontractors performing more than 5% of the work may be considered cause for default of the Contract.

Subcontractor	Work, Trade, Service	License(s)	Location of Shop or Service
RES Environmental, Inc.	SCAQMD 1150.1 compliance monitoring		865 Via Lata Colton, CA 92324
Montrose Environmental Corp. dba SCEC	Emissions source testing		1631 E. Saint Andrew Place Santa Ana, CA 92705
Frank's Industrial Services (FIS)	Electrical/Instrumentation		1426 W. 259 th Street Harbor City, CA 90710
SD Drilling, Inc.	Drilling services	819364	24660 Old Julian Hwy Ramona, CA 90710
AccuLabs Environmental, LLC	Laboratory services		2681 Dow Avenue, Ste F Tustin, CA 92780

EXHIBIT I
HIGH-RISK CONTRACT REQUIREMENTS (COUNTY)

The County of Orange has designated this Contract for Landfill Gas Services for Central Region Landfills as a High-Risk Contract. This Exhibit I, including its attachments, Exhibits I-A, I-B, I-C and I-D, specifies the requirements expected from the Contractor performing Landfill Gas Services for Central Region Landfills. The Contractor shall be liable for any action or inaction resulting in a fine imposed by regulatory agencies on incidents of noncompliance within the Contractor's area of responsibility. The Contractor shall be responsible for ensuring that the Contractor's Subcontractor(s) comply with these Safety provisions.

A. CONTRACTOR SAFETY

Contractor shall conduct all operations and perform all services in a safe manner. Contractor shall implement and maintain all proper health and safety precautions to protect its employees, subcontractors, County staff, the public, and the environment. Contractor shall conform to the OC Waste & Recycling Code of Safe Practices (refer to RFP Exhibit I-D), the County of Orange Safety and Loss Prevention Program #306 and CAL/OSHA standards (refer to RFP Exhibit I-A), as well as all other applicable laws, codes and regulations.

Contractor shall submit Contractor's Injury and Illness Prevention Program (IIPP) – *reference RFP Exhibits I-A and I-B*. Contractor's IIPP shall meet the minimum requirements of California Code of Regulation (CCR), Title 8, Section 1509 and 3203 and maintain compliance with all local, municipal, state and federal safety and health laws, orders, and regulations applicable to Contractor operations in performance of this Scope of Work. At a minimum, the IIPP must comply with the minimum site-specific standards as set by OCWR – *reference RFP Exhibit I-D*.