

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and [Tetra Tech BAS, Inc.](#) with an address at [21700 Copley Drive, Suite 200, Diamond Bar, CA 91765](#) (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

[Travis Spier](#) at phone number [805-729-6996](#) is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. [Jeff Williams](#) at phone number [900-655-7777](#) is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: [Travis Spier, County of Santa Barbara, 130 E Victoria St, Santa Barbara, CA 93101](#)

To CONTRACTOR: [Jeff Williams, Tetra Tech Bas, Inc., 21700 Copley Drive, Suite 200, Diamond Bar, CA 91765](#)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on [07/01/2026](#) and end performance upon completion, but no later than [06/30/2027](#) unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
  
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
  
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## 24. **NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Tetra Tech BAS, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

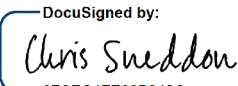
Date: \_\_\_\_\_

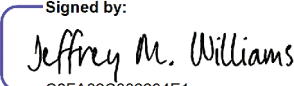
**RECOMMENDED FOR APPROVAL:**

Public Works

**CONTRACTOR:**

Tetra Tech BAS, Inc.

By:  \_\_\_\_\_  
DocuSigned by:  
Chris Sneddon  
67CEC4FE68B848C...  
Department Head

By:  \_\_\_\_\_  
Signed by:  
Jeffrey M. Williams  
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Authorized Representative

Name: Jeffrey M. Williams

Title: Chief Financial Officer

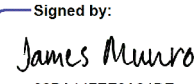
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Signed by:  
Johannah Hartley  
C156A3FB83F7454...  
Deputy County Counsel

By:  \_\_\_\_\_  
Signed by:  
James Munro  
02BA147EF6A84DE...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Signed by:  
Marisa Kahn  
DF54F5C66F0C41A...

**EXHIBIT A**  
**STATEMENT OF WORK**

Jeff Williams shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.



May 22, 2026

Mr. Travis Spier  
Resource Recovery and Waste Management Division  
Department of Public Works  
County of Santa Barbara  
130 E. Victoria Street Ste. 100  
Santa Barbara, CA 93101

**Re: Proposal for Professional Engineering Services – Biogas Treatment System Upgrade and Landfill Gas Hydrogen Sulfide Treatment System Replacement Project for Fiscal Year 2026 to 2027 at the Tajiguas Sanitary Landfill Goleta, California**

Dear Mr. Spier:

Tetra Tech BAS, Inc. (Tetra Tech) is pleased to provide the Resource Recovery and Waste Management Division of the Public Works Department of the County of Santa Barbara (County) with this proposal to provide professional engineering design services for the Biogas Treatment System Upgrade Project and Landfill Gas (LFG) Hydrogen Sulfide (H<sub>2</sub>S) System Replacement Project for Fiscal Year (FY) 2026-2027 at the Tajiguas Sanitary Landfill (Landfill) in Goleta, California.

## BACKGROUND

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It is understood that the current contract between Tetra Tech and the County will expire on June 30, 2026. In a meeting with the County on April 3, 2026, the County requested Tetra Tech to prepare a new supplemental scope of work to extend into next fiscal year (beginning on July 1, 2026). Tetra Tech has restructured the original proposal dated October 10, 2025, to include out-of-scope work efforts requested by the County. Per the County's request on April 3, 2026, this proposal was prepared to include a 100 percent submittal of the H<sub>2</sub>S Treatment System Replacement drawings, construction bidding support, and engineering support during construction of the Biogas Treatment System Upgrade project.

## SCOPE OF WORK

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Tetra Tech has prepared the following scope of work based on our knowledge of the site and discussions with the County:

Task 1 – Biogas Treatment System Upgrade

*Subtask 1.1 – Biofilter Flow Meter Design*

*Subtask 1.2 – Engineering Design*

*Subtask 1.3 – Construction Bidding Services*

*Subtask 1.4 – Engineering Support During Construction*

*Subtask 1.5 – Record Drawings*

Task 2 – H<sub>2</sub>S Treatment System Replacement

Mr. Travis Spier  
May 22, 2026

*Subtask 2.1 – Equipment Selection and Pre-Purchase*

*Subtask 2.1.1 – Key Component Technical Specifications and Vendor Selection Criteria*

*Subtask 2.1.2 – Key Component Bidding and Vendor Selection*

*Subtask 2.1.3 - Engineering Estimate*

*Subtask 2.2 – Engineering Design*

*Subtask 2.3 – Construction Bidding Services*

*Subtask 2.4 – Engineering Services During Construction*

*Subtask 2.5 – Record Drawings*

## **Task 1 – Biogas Treatment System Upgrade**

### **Subtask 1.1 – Biofilter Flow Meter Design**

The County requested that Tetra Tech assist with the design and specification of a flow meter to continuously record the inlet flow rate to the ADF biofilter. Tetra Tech will review available site data and vendor correspondence for the 70-inch inlet duct to the ADF biofilter to confirm the information required for flow meter selection.

Tetra Tech will evaluate the bioreactor gas stream and design an appropriately sized thermal mass flow meter to accurately measure the odor-control gas flow from the anaerobic digester treatment system. This process includes characterizing the process conditions (flow range, expected steady/state gas composition, temperature, pressure, humidity), specifying meter performance requirements (accuracy, turndown, and wetted materials,), and performing sizing calculations and selection of suitable manufacturers/models.

Deliverables will include a technical memorandum summarizing the process data and assumptions, a recommended meter model with full specification sheet and installation details (mounting orientation, straight-run requirements, upstream/downstream fittings), electrical and control-system interface requirements (signal type, power, communications), and a prepared procurement specification (basis of design) including estimated cost range.

Tetra Tech will review this draft memorandum with the County during a conference call, assumed to be up to one (1) hour in length, and incorporate mutually agreed upon comments. Tetra Tech will then revise and submit and final technical memorandum summarizing the recommendations for the ADF Biofilter selection and implementation.

Tetra Tech assumes that the design drawings will be provided by a vendor and can assist with the review of the vendor submittals. Design drawings (prepared by others) should include mechanical mounting details and support for the flow meter and any pertinent hardware, required upstream/downstream straight-run or conditioning layout, details for any contractor-supplied field-assembled items, wiring, power, conduits, isolation/purge/bypass valves, and access for maintenance and calibration.

#### *Subtask 1.1 – Deliverables, Meetings, and Conference Calls:*

The following summarizes the items to be performed under this task:

- Submittal of a draft technical memorandum in PDF to the County with recommendations for the design and specification of the ADF biofilter flow meter for review;
- Host one (1) conference call with the County, assumed to be up to one (1) hour in length, to review and discuss the County's comments on the draft technical memorandum; and
- Incorporation of mutually agreed upon comments and submittal of a final technical memorandum in PDF to the County with the final recommendations for the selection and implementation of the ADF biofilter flow meter.

Mr. Travis Spier  
May 22, 2026

## **Subtask 1.2 – Engineering Design**

Tetra Tech will develop the bidding documents for the general construction, including the design drawings and technical specifications in Construction Specifications Institute (CSI) format. Tetra Tech will include a Summary of Work and other typical Division 1 through 44 specifications. It is assumed that the County will provide the commercial documents portion of the bid package as well as manage bidding for construction using the final design package.

This task has been divided into design subtasks below for the subsystems required for construction and installation of the biogas treatment facilities. The drawings will show the location, size, and features of all systems within this Project. Demolition, protection, relocation, or rehabilitation of existing facilities or underground utilities will be included, as necessary. All drawings will be stamped and signed by the appropriate engineering discipline.

### **Mechanical Design**

The mechanical design, drawings, and specifications to support equipment installation are expected to include:

- Piping and instrumentation diagram;
- Coordination of mechanical piping with civil design;
- Piping details;
  - Piping support details, where required;
  - Equipment connections;
  - Gas train components and detail for pre-purchased equipment;
  - In-line instrument mounting details; and
- Equipment setting and piping plans for pre-purchased equipment.

Tetra Tech will prepare the necessary mechanical engineering design needed for construction level drawings. The mechanical design of the Biogas Treatment System Upgrade will primarily consist of piping improvements to pull biogas from the Anaerobic Digestion Facility (ADF) into the existing 12-inch High-Density Polyethylene (HDPE) header for the supply line. The return piping post the Materials Recovery Facility (MRF) LFG treatment system will push the combined and treated LFG and biogas to the existing ADF engines and existing ADF flare. Flanged tie in locations and conceptual pipe layouts for the supply and return piping also be provided. Piping routes and risers will be laid out so that they are not in front of gates or other access ways and do not impede access to any equipment which requires inspection or maintenance. Mechanical engineering performed on the Project will be consistent with Mechanical Engineering standards.

### **Electrical and Instrumentation Design**

Tetra Tech assumed that the basis of the design will include the installation of a new “T” in the chiller outlet piping. The new “T” will allow biogas to be routed, through a valve on each pipe, to the existing system or to a new connection to the LFG collection piping. The existing piping gauges and meters will remain in place. On the new piping to the LFG system piping, Tetra Tech will add a modulating valve, pressure gauges, a flow meter, and a gas analyzer to determine the High Heat Value (HHV) of the biogas stream.

The biogas will be combined with the LFG within the LFG piping and conditioned at the existing MRF LFG treatment system. The treated commingled biogas and LFG will then be returned to the ADF via a new pipeline for use in the ADF engines, and as supplemental fuel for the ADF flare as needed. The return pipe will connect at the same point as the existing LFG pipe to the ADF.

Mr. Travis Spier  
May 22, 2026

A valve already exists on the existing blower outlet. This valve, along with the valve at the new "T" on the existing piping at the biogas exit point, will be utilized to isolate the existing piping when not in use, after the chiller and before the vessels, through the existing LFG blower. The existing piping, from new valve at the new "T", to the valve after the blower, will not be used, except in the event of an upset condition in which the LFG system is not operational at this point the biogas will go through the existing three carbon vessels and flared at the ADF flare.

Since the comingled LFG and biogas will commence and return to the same point as the current LFG pipe connecting the MRF facilities to the ADF facilities, we do not anticipate additional valves, meters, or gauges will be required for the comingled LFG and biogas return pipe, and thus no electrical and/or controls changes are anticipated on behalf of Tetra Tech, however, the County will be responsible for coordinating with Bekon to adjust operational control parameters for the overall ADF biogas processes.

It is understood that there is an existing Programmable Logic Controller (PLC) Human Machine Interface (HMI) in the master control center within the main control room that operates all ADF operations, including the process blowers and instrumentation. Per the County's request, Tetra Tech will include electrical connection and control by the existing control panel, in the design of the following:

1. Two (2) automated open and close valves to isolate the existing biogas piping from the new "T" to after the blower. These valves will close when the new biogas to LFG system valve opens, and will open when that valve closes;
2. One (1) modulating valve on the biogas to LFG system after the new "T", which will open when the LFG system side of the valve is under vacuum, modulate to maintain positive pressure (no vacuum) on the digester side of the valve, and close when there is no vacuum on the LFG system side of the valve;
3. Pressure gauges to monitor pressures for both the LFG system side and the digester side of the modulating valve;
4. One (1) flow meter on the new biogas piping to LFG system;
5. One (1) gas analyzer to determine HHV of the biogas stream;
6. One (1) flow meter on the return biogas piping;
7. One (1) gas analyzer to determine HHV of the return biogas stream; and
8. Adjustments to the control logic as needed to achieve the functionality described above.

Since there are no existing as-built control logic plans for the ADF, Tetra Tech intends to retain the County suggested controls subcontractor to support the integration of these features to the existing controls architecture. Since the final design and functionality of the design has not been finalized and approved by the County, Tetra Tech has included this scope and an electrical / control logic allowance of \$30,000 within this proposal at this time. Upon completion of the design and finalization of the functionality, along with approval from the County, Tetra Tech will work with the local County suggested controls subcontractor to update this scope and budget for approval by the County.

Tetra Tech has not included any design effort to increase the size or capacity of the existing electrical distribution system and has assumed that no additional electrical work will be required for the ADF treatment facilities.

Tetra Tech also assumes that no site ambient lighting is anticipated for the project, and that all existing ADF treatment facilities are grounded, thus all new equipment will be grounded to existing grounding systems.

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Design Submittals (95 percent and 100 percent)

Tetra Tech will assist with the County's public bidding process by preparing bidding documents, including a bid schedule, in accordance with the County's format. The Construction Plans will be of sufficient detail to allow for installation by experienced construction crews. Specifications for key components, such as valves and other appurtenances will be provided in the plans and on detail drawings.

In addition to the Plans, technical and material specifications will be developed using the CSI format, including measurement and payment section. The Technical Specifications, when combined with the Construction Plans and the County's "Front End" bid documents, will create the basis for the construction contract for the proposed biogas treatment facilities. Tetra Tech understands that the County will provide the "Front End" bidding documents.

Tetra Tech will prepare a 95 percent design package, including project specifications, and bid schedule, which will be submitted to the County for review and comment. Tetra Tech proposes to conduct the 95 percent review meeting at the project site if desired by the County.

Upon receipt of comments, Tetra Tech will incorporate comments and prepare a 100 percent design package to be Issued for Bidding (IFB), inclusive of drawings, technical specifications, and a bid schedule, for the County's use in procuring bids from contractors for construction of the proposed treatment systems.

Subtask 1.2 – Deliverables, Meetings, and Conference Calls

The following summarizes the items to be performed under this task:

- Submittal of the 95 percent design submittal including draft construction drawings technical specifications, and bid schedule to the County in Portable Document Format (PDF) for review and comment;
- Host one (1) meeting at the Landfill with the County and project stakeholders to review the 95 percent design submittal including draft construction drawings, technical specifications, and bid schedule (attended by Tetra Tech's Project Manager for up to four (4) hours onsite); and
- Submittal of the 100 percent IFB design submittal including construction drawings, technical specifications, and bid schedule to the County in PDF for the County's use for construction bid solicitation.

**Subtask 1.3 – Construction Bidding Services**

Upon release of the Bidding Documents (or the 100 percent IFB design submittal prepared in Subtask 1.8), Tetra Tech will provide assistance to the County for the duration of the construction bidding process. Tetra Tech's Project Manager and/or other senior technical personnel will attend a mandatory Pre-Bid meeting at facility, up to four (4) hours onsite, to discuss the project with the prospective contractors and answer any questions.

The bid process will include a deadline for any questions or clarifications requested by the prospective contractors. Upon receipt of all questions and clarification requests, Tetra Tech will prepare up to one (1) addendum, as necessary, to provide answers to contractor questions and to provide clarifications regarding the project.

Tetra Tech will provide a review of contractor bids upon receipt of proposals from prospective contractors for the biogas upgrade project. Tetra Tech will prepare a summary of the bids received and provide a recommendation for contractor selection. This summary and recommendation will be submitted to the County in PDF for consideration during the contractor selection process.

Subtask 1.3 – Deliverables, Meetings, and Conference Calls:

The following summarizes the items to be performed under this task:

- One (1) site visit for Tetra Tech's Project Manager or other senior technical personnel to attend the mandatory Pre-Bid meeting, up to four (4) hours onsite;
- Up to one (1) addendum, as necessary, to address contractor clarifications;

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- Review of contractor bids; and
- Summary of bids with recommendation as a PDF to the County.

## **Subtask 1.4 – Engineering Support During Construction**

### **Pre-Construction**

Following contract execution between the County and the selected contractor, Tetra Tech will arrange a construction kickoff meeting, assumed to be up to one (1) hour onsite, prior to the start of construction activities. This meeting may occur immediately prior to construction. The County personnel, the selected contractor, and Tetra Tech's Project Manager, will review the staging areas for construction, materials storage and laydown areas, the general and special conditions, scope of work, project schedule, health and safety issues, project management protocols, coordination with the County staff and operations, technical issues, schedule milestones. No survey is included in this scope of work.

### **During Construction**

For budgeting purposes, in addition to the construction kickoff meeting, Tetra Tech has included budget for up to four (4) separate site visits, for up to eight (8) hours per day, during construction for Tetra Tech's Project Manager to support the County's Construction Quality Assurance (CQA) team for this project. Additionally, Tetra Tech's Project Manager will virtually attend up to eight (8) weekly construction meetings, each lasting up to one (1) hour. These meetings will be hosted and organized by the County. Please note that the budget will need to be adjusted to reflect any changes in the actual construction duration and schedule. Tetra Tech acknowledges that the construction activities may extend beyond the anticipated eight (8) week period.

Additionally, as issues or concerns arise throughout the construction period, Tetra Tech will be available to answer specific questions regarding the design and specifications of the Biogas Treatment System Upgrade project. Tetra Tech will coordinate all questions or clarification requests through the County personnel to ensure proper communication between all parties. Tetra Tech has budgeted up to five (5) Requests for Information (RFI's) responses and up to five (5) submittal reviews. If additional RFI's and submittal reviews are requested by the County, this will be considered a change order. Tetra Tech has assumed up to 16 hours of Project Manager time and four (4) hours of Principal time. during the construction phase for this effort. If additional RFI's and submittal reviews are requested by the County, this will be considered a change order. All requests and clarifications will be documented and will be provided to the contractor and the County personnel.

### **Substantial Completion**

Tetra Tech's Project Manager will attend one (1) construction completion site walk, assumed to be up to four (4) hours onsite, when the contractor declares substantial completion has been achieved and will note items for the County's construction manager to include in a punch list of items that need to be remedied or completed to achieve final completion.

#### *Subtask 1.4 – Deliverables, Meetings, and Conference Calls:*

The following summarizes the items to be performed under this task:

- Tetra Tech's Project Manager to attend one (1) onsite construction kickoff meeting, assumed to be up to one (1) hour;
- Tetra Tech's Project Manager to conduct four (4) site visits to the Landfill, in addition to the construction kickoff meeting, to observe construction progress up to eight (8) hours per day;
- Tetra Tech's Project Manager to attend up to four (4) virtual weekly construction meetings, assumed to be up to one (1) hour, hosted by the County;

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- Provide up to 16 hours of Project Manager support and four (4) hours of Principal support during construction;
- Up to five (5) Requests for Information (RFI's) responses and up to five (5) submittal reviews;
- Tetra Tech's Project Manager to attend one (1) onsite construction completion site walk, assumed to be up to four (4) hours onsite, at the completion of construction; and
- Prepare a punch list based on the site walk and distribute electronically.

### **Subtask 1.5 – Record Drawings**

Tetra Tech will utilize the onsite field observations and the Contractor's construction notes, photographs, survey and "redline" drawings to prepare a set of Record Drawings for the project. Tetra Tech will prepare and submit draft Record Drawings to the County in PDF for one (1) round of review and comments. After incorporating mutually agreed upon comments, Tetra Tech will submit two (2) full-size hard copy sets, one (1) PDF set, and Computer-Aided Design (CAD) drawings, if requested, of the final Record Drawings to the County.

#### *Subtask 1.5 – Deliverables, Meetings, and Conference Calls*

The following summarizes the items to be performed under this task:

- Prepare and submit draft Record Drawings to the County in PDF for one (1) round of review and comments; and
- Submit up to two (2) full-size (22-inch by 34-inch) hard copy sets of the final record drawings, one (1) PDF and CAD drawings of the final Record Drawings.

## **Task 2 – H<sub>2</sub>S Treatment System Replacement**

### **Subtask 2.1 – Equipment Selection and Pre-Purchase**

#### **Subtask 2.1.1 – Key Component Technical Specifications and Vendor Selection Criteria**

Tetra Tech will prepare technical specifications for the H<sub>2</sub>S treatment system. It is assumed that the system will be a fixed media-based system consisting of a number of large vessels with piping that allows the vessels to operate in series with parallel trains along with the ability to switch the order and process trains such that any tank can be taken out of service for media change out as needed while the overall system remains operational.

Tetra Tech will assist with the County's public bidding process by preparing bidding documents in accordance with the County's format. Technical and material specifications will be developed including measurement and payment sections. The technical and material Specifications, when combined with the County's "Front End" bid documents, will create the basis for the contract for the proposed equipment purchase. Tetra Tech understands that the County will provide the "Front End" bidding documents.

Tetra Tech will submit one (1) electronic copy of the equipment bidding documents to the County for one (1) round of review and comments. Tetra Tech will host one (1) conference call with the County and Tetra Tech at that time to review the equipment bidding documents. Tetra Tech will then include mutually agreed upon comments and prepare a final PDF of the equipment bidding documents.

#### *Subtask 2.1.1 – Deliverables, Meetings, and Conference Calls*

The following summarizes the items to be performed under this task:

- Submittal of the draft equipment bidding documents to the County in PDF for one (1) round of review and comments;

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- Host one (1) conference call, assumed up to one (1) hour, with the County to review the draft equipment bidding documents; and
- Submittal of the final equipment bidding documents to the County in PDF.

### **Subtask 2.1.2 – Key Component Bidding and Vendor Selection**

Tetra Tech will assist the County with the equipment bidding and selection process for the equipment and/or H<sub>2</sub>S media/vessel vendors. Tetra Tech will coordinate (1) one conference call to address technical questions with the prospective vendors of the project equipment vendors. Tetra Tech anticipates that the County will participate in the calls to handle procedural questions. Tetra Tech expects to prepare one (1) response to vendor questions to address technical questions received from vendors, and will prepare an addendum to the equipment technical specifications, if needed.

Following receipt of quotes, Tetra Tech will assist the County with review of the quotes and host one (1) conference call with the County to discuss the technical elements and value associated with each proposal. Tetra Tech will prepare and submit a quote summary and recommendations in PDF to the County for the H<sub>2</sub>S treatment facilities equipment packages for selection by the County.

#### **Subtask 2.1.2 – Deliverables, Meetings, and Conference Calls**

- Host one (1) conference call to address technical questions with the prospective vendors of the project equipment vendors;
- Prepare one (1) response to vendor questions to address technical questions received from vendors;
- Prepare an addendum to the equipment technical specifications, if needed;
- Host one (1) conference call with the County to discuss the quotes; and
- Prepare and submit a quote summary and recommendations in PDF to the County.

### **Subtask 2.1.3 – Engineers Estimate**

Upon completing the conceptual design and obtaining quotes, Tetra Tech will prepare an Engineer's Cost Estimate spreadsheet in Microsoft (MS) Excel format to summarize the anticipated costs of the proposed biogas treatment system projects. The Engineer's Cost Estimate will utilize the quantities of materials from the conceptual design drawings as well as typical unit pricing seen by Tetra Tech for construction projects of similar size, scope, and location. Tetra Tech will utilize the obtained quotes for the proposed key project equipment vendors.

Tetra Tech will provide the County with a draft of the Engineer's Cost Estimate in PDF for review and comment as part of the conceptual design package. Tetra Tech will host one (1) conference call, assumed to be up to one (1) hour in length, with the County to discuss comments on the Engineer's Cost Estimate prior to proceeding. Tetra Tech will then include mutually agreeable comments and prepare the final Engineer's Cost Estimate for submission to the County with the final design. The Engineer's Cost Estimate will be prepared after the 50 percent conceptual design and vendor quotes, and next updated along with the final design. Up to one (1) revision of the Engineer's Cost Estimate is included if needed based on receipt of additional comments for the County

#### **Subtask 2.1.3 – Deliverables, Meetings, and Conference Calls:**

The following summarizes the items to be performed under this task:

- Submit draft Engineer's Cost estimate in PDF to the County for one (1) round of review and comments;
- One (1) conference call to discuss comments to Engineer's Cost estimate; and
- Final Engineer's Cost Estimate spreadsheet in PDF summarizing anticipated costs.

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## **Subtask 2.2 – Engineering Design**

Tetra Tech will develop the bidding documents for the general construction, including the design drawings and technical specifications in CSI format. Tetra Tech will include a Summary of Work and other typical Division 1 through 44 specifications. It is assumed that the County will provide the commercial documents portion of the bid package as well as manage bidding for construction using the final design package.

This task has been divided into design subtasks below for the subsystems required for construction and installation of the H<sub>2</sub>S treatment facilities. This task has been divided into design subtasks below for the subsystems required for construction and installation of the H<sub>2</sub>S treatment facilities. All drawings will be stamped and signed by the appropriate engineering discipline.

### **Civil Design**

The civil design, drawings, and specifications to support installation of the LFG piping interconnects and H<sub>2</sub>S facilities includes:

- Equipment layout;
- Site improvements design (grading);
- Foundations;
- Site utilities and other piping alignment design;
- Site restoration design; and
- Stormwater and erosion control design.

The civil design drawings and specifications will provide minimal earthwork and site restoration details with foundation sizes and locations, subgrade preparation and compaction information, drainage-related modifications, restoration, landscaping, and gravel placement. It is assumed, since the area is relatively flat, that no imported fill materials will be required, and thus not included on the civil design drawings.

Regarding stormwater management impacts to the site resulting from the proposed improvements, Tetra Tech assumes there won't be significant changes in current stormwater management at the site. It is assumed the percentage of impervious area at the site will not significantly increase, with minimal potential of the percentage of site run off increasing. It is assumed that during construction, no erosivity waiver for the General Construction Stormwater Permit will be required or submitted since the disturbed acreage is less than five (5) acres and construction activity would most likely occur during periods of expected minimal rainfall.

If these conditions change through the course of the project, Tetra Tech will discuss the impacts of the changes and next steps with the County.

### **Structural Design**

Structural design, drawings and specifications to support installation of the equipment is expected to include:

- Geotechnical data review (based on geotechnical investigation report provided by the County that provides the necessary foundation design recommendations for this project);
- Establishing seismic design performance requirements based on the geotechnical data;
- Equipment pads for the H<sub>2</sub>S treatment facilities;
- Pipe supports for the LFG piping improvements.

Tetra Tech has assumed there is a geotechnical report available for review in support of the structural design for this project. Tetra Tech will utilize the geotechnical information as a basis for the design of the structural anchorage

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and foundations and the access roads to the equipment locations. In the absence of a geotechnical report, presumptive load bearing values provided in CBC 2022 will be used for foundation design.

The structural design will include anchorage and concrete foundations for the H<sub>2</sub>S treatment facilities, pipe supports, and other ancillary elements. Tetra Tech has assumed mat (shallow) foundations will be adequate for supporting the H<sub>2</sub>S tanks.

Structural specifications will include cast-in-place reinforced concrete, structural backfill to be coordinated with civil work, miscellaneous metals, anchor bolts, and structural steel.

### **Mechanical Design**

The mechanical design, drawings, and specifications to support installation of the equipment is expected to include:

- Process interface diagram;
- Coordination of mechanical piping with civil design;
- Piping details:
  - Piping support details, where required;
  - Equipment connections;
  - Gas train components and detail for pre-purchased equipment; and
  - In-line instrument mounting details.
- Equipment setting and piping plans for pre-purchased equipment.

Mechanical design of the H<sub>2</sub>S Treatment System Replacement will primarily consist of new piping to pull biogas from the Anaerobic Digestion Facility (ADF) into the existing 12-inch High-Density Polyethylene (HDPE) header for the supply line. The return piping post the Materials Recovery Facility (MRF) LFG treatment system will push the combined and treated LFG and biogas to the existing ADF engines and existing ADF flare. Flanged tie in locations and conceptual pipe layouts for the H<sub>2</sub>S treatment system will also be provided. Piping routes and risers will be laid out so that they are not in front of gates or other access ways and do not impede access to any equipment which requires inspection or maintenance. Mechanical engineering performed on the Project will be consistent with Mechanical Engineering standards.

### **Electrical and Instrumentation Design**

There is an existing Landtec Biogas 3000 gas analyzer unit at the existing H<sub>2</sub>S treatment station. There is also an existing PLC and HMI control center within a small wooden shed near the existing H<sub>2</sub>S treatment facilities. Tetra Tech will seek to re-purpose these items on the new H<sub>2</sub>S treatment facilities in a similar manner. No other electrical or mechanical equipment will be included in this design. It is also assumed that no additional automated valves, automated meters or gauges, or electrical or controls changes will be included in this design.

For the relocated Landtec Biogas 3000 and PLC/HMI control center, Tetra Tech assumes that available power will be located within 150 feet of the proposed H<sub>2</sub>S treatment facilities, allowing Tetra Tech to design the power connection for these instruments. Tetra Tech has not included any design effort to increase the size or capacity of the existing electrical distribution system. Tetra Tech assumes that no other electrical work will be required for the H<sub>2</sub>S treatment facilities.

Since the H<sub>2</sub>S treatment facilities are not operating equipment, it is unlikely that operators will need to access this equipment outside of daylight hours. Thus, no site lighting is anticipated for the project. Additionally, it is anticipated that the H<sub>2</sub>S treatment facilities will consist of non-metallic vessels, and thus, no electrical grounding will be required for the H<sub>2</sub>S treatment facilities.

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Since there are no existing as-build electrical or control logic plans for the Landtec Biogas 3000 and PLC/HMI, Tetra Tech intends to retain the County suggested electrical and controls subcontractor to support the integration of these features into the existing electrical and controls architecture. Since the final design and functionality of the design has not been finalized and approved by the County, Tetra Tech has included this scope and an electrical allowance of \$10,000 within this proposal at this time. Upon completion of the design and finalization of the functionality, along with approval from the County, Tetra Tech will work with the local County suggested electrical and controls subcontractor to update this scope and budget for approval by the County.

#### Design Submittals (95 percent and 100 percent)

Tetra Tech will assist with the County's public bidding process by preparing bidding documents, including a bid schedule, in accordance with the County's format. The Construction Plans will be of sufficient detail to allow for installation by experienced construction crews. Specifications for key components, such as valves and other appurtenances will be provided on the plan and detail drawings. In addition to the Construction Plans, a separate document will be prepared containing the written technical and material specifications for the project.

Technical and material specifications will be developed under the CSI format, in accordance with the most recent version of specifications, including measurement and payment sections, developed by the SWANA LFG Division. The Technical Specifications, when combined with the Construction Plans and the County's "Front End" bid documents, will create the basis for the construction contract for the proposed H<sub>2</sub>S treatment facilities. Tetra Tech understands that the County will provide the "Front End" bidding documents.

Tetra Tech will prepare a 95 percent design package, including project specifications and a bid schedule, which will be submitted to the County for review and comment. Tetra Tech proposes to conduct the 95 percent review meeting at the project site if desired by the County.

Upon receipt of comments, Tetra Tech will incorporate comments and prepare a 100 percent IFB design, inclusive of drawings, technical specifications, and a bid schedule, for the County's use in procuring bids from contractors for construction of the proposed treatment systems.

#### Subtask 2.2 – Deliverables, Meetings, and Conference Calls

The following summarizes the items to be performed under this task:

- Submittal of the 95 percent design submittal including draft construction drawings technical specifications, and bid schedule to the County in PDF for review and comment;
- Host one (1) meeting at the Landfill with the County and project stakeholders to review the 95 percent design submittal including draft construction drawings, technical specifications, and bid schedule (attended by Tetra Tech's Project Manager for up to four (4) hours onsite); and
- Submittal of the 100 percent IFB design submittal including construction drawings, technical specifications, and bid schedule to the County in PDF for the County's use for construction bid solicitation.

#### **Subtask 2.3 – Construction Bidding Services**

Upon release of the Bidding Documents (or the 100 percent IFB design submittal prepared in Subtask 2.4), Tetra Tech will provide assistance to the County for the duration of the construction bidding process. Tetra Tech's Project Manager and/or other senior technical personnel will attend a mandatory Pre-Bid meeting at facility, up to four (4) hours onsite, to discuss the project with the prospective contractors and answer any questions.

The bid process will include a deadline for any questions or clarifications requested by the prospective contractors. Upon receipt of all questions and clarification requests, Tetra Tech will prepare up to one (1) addendum, as necessary, to provide answers to contractor questions and to provide clarifications regarding the project.

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Tetra Tech will provide a review of contractor bids upon receipt of proposals from prospective contractors for the biogas upgrade project. Tetra Tech will prepare a summary of the bids received and provide a recommendation for contractor selection. This summary and recommendation will be submitted to the County in PDF for consideration during the contractor selection process.

#### Subtask 2.3 – Deliverables, Meetings, and Conference Calls

The following summarizes the items to be performed under this task:

- One (1) site visit for Tetra Tech's Project Manager or other senior technical personnel to attend the mandatory Pre-Bid meeting, up to four (4) hours onsite;
- Addendum, or addenda, as necessary, to address contractor clarifications;
- Review of contractor bids; and
- Summary of bids with recommendation to the County.

### **Subtask 2.4 – Engineering Services During Construction**

#### **Pre-Construction**

Following contract execution between the County and the selected contractor, Tetra Tech will arrange a construction kickoff meeting at the site, assumed to be up to one (1) hour onsite, prior to the start of construction activities. This meeting may occur immediately prior to construction. The County personnel, the selected contractor, and Tetra Tech's Project Manager and Construction Quality Assurance (CQA) Monitor, will review the staging areas for construction, materials storage and laydown areas, the general and special conditions, scope of work, project schedule, health and safety issues, project management protocols, coordination with the County staff and operations, technical issues, schedule milestones. No survey is included in our scope of work.

#### **During Construction**

For budgeting purposes, Tetra Tech included full-time CQA and will attend weekly construction progress meetings. Construction progress meetings will be led by the County.

Tetra Tech will provide CQA oversight during the construction improvements to observe critical items including but not limited to, tie-ins and below grade piping. Tetra Tech will be on site to witness all significant construction activities and will adhere to the policies and procedures outlined in the design drawings and specifications.

Tetra Tech estimates that the CQA monitor will be on site for up to four (4) weeks, with five (5) 10-hour workdays, and the budget provided later in this proposal reflects this assumption. The budget will need to be modified with any changes to the actual construction duration and schedule. Tetra Tech recognizes the actual construction activities may exceed four (4) weeks. Tetra Tech also assumes that the project will be scheduled as such to allow Tetra Tech to witness the critical items within the four (4) weeks of on-site CQA. CQA efforts budgeted can be discussed with the County and reduced, if needed.

Additionally, as issues or concerns arise throughout the construction period, Tetra Tech will be available to answer specific questions regarding the design and specifications of the H<sub>2</sub>S treatment facility. Tetra Tech will coordinate all questions or clarification requests through the County personnel to ensure proper communication between all parties. Tetra Tech has budgeted up to five (5) Requests for Information (RFI's) responses and up to five (5) submittal reviews. If additional RFI's and submittal reviews are requested by the County, this will be considered a change order. Tetra Tech has assumed up to 14 hours of Project Manager time and two (2) hours of Principal time during the construction phase for this effort. All requests and clarifications will be documented and will be provided to the contractor and the County personnel.

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### **Substantial Completion**

Tetra Tech's Project Manager and CQA Monitor will attend one (1) construction completion site walk, assumed to be up to four (4) hours onsite, when the contractor declares substantial completion has been achieved and will note items for the County's construction manager to include in a punch list of items that need to be remedied or completed to achieve final completion.

#### **Subtask 2.4 - Meetings, Conference Calls, and Deliverables:**

The following summarizes the items to be performed under this task:

- Tetra Tech's Project Manager and CQA Monitor to attend one (1) onsite construction kickoff meeting, assumed to be up to one (1) hour;
- Provide up to 14 hours of Project Manager support and two (2) hours of Principal support during construction;
- Full time CQA for up to four (4) weeks at five (5) days per week, up to ten (10) hours per day;
- Tetra Tech's Project Manager and CQA Monitor to attend one (1) onsite construction completion site walk, assumed to be up to four (4) hours onsite, at the completion of construction; and
- Prepare a punch list based on the site walk and distribute electronically.

### **Subtask 2.5 – Record Drawings**

Tetra Tech will utilize the onsite field observations and the Contractor's construction notes, photographs, survey and "redline" drawings to prepare a set of Record Drawings for the project. Tetra Tech will prepare and submit draft Record Drawings to the County in PDF for one (1) round of review and comments. After incorporating mutually agreed upon comments, Tetra Tech will submit two (2) full-size hard copy sets, one (1) PDF set, and Computer-Aided Design (CAD) drawings, if requested, of the final Record Drawings to the County.

#### **Subtask 2.5 – Deliverables, Meetings, and Conference Calls**

The following summarizes the items to be performed under this task:

- Prepare and submit draft Record Drawings to the County in PDF for one (1) round of review and comments; and
- Submit up to two (2) full-size (22-inch by 34-inch) hard copy sets of the final record drawings, one (1) PDF and CAD drawings of the final Record Drawings.

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$305,174**
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B1**  
**SCHEDULE OF FEES**

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**BUDGET**

Tetra Tech proposes to perform the scope of work on a Time and Material (T&M) basis in accordance with the Schedule of Charges within our most recent Agreement for Professional Engineering Consulting Services.

For this project, Tetra Tech will invoice according to the completed portion of the respective tasks, as per the not-to-exceed task budget shown below. The estimated cost and proposed scope of work are based on information available to Tetra Tech at this time. Charges for services that are not a part of the proposed scope of work and are not included in the budget estimate and will be billed on a T&M basis. Out-of-scope services will not be completed without prior authorization from County

Task	Labor Cost	Other Direct Costs	Total Task Cost
Task 1 – Biogas Treatment System Upgrade	-	-	-
<i>Subtask 1.1 Biofilter Flow Meter Design</i>	\$9,672	-	\$9,672
<i>Subtask 1.2 – Engineering Design</i>	\$45,880	\$34,500	\$80,380
<i>Subtask 1.3 – Construction Bidding Services</i>	\$6,656	\$503	\$7,159
<i>Subtask 1.4 – Engineering Support During Construction</i>	\$27,840	\$4,068	\$31,908
<i>Subtask 1.5 – Record Drawings</i>	\$9,117	\$172	\$9,289
<b>Task 1 Total</b>	<b>\$99,165</b>	<b>\$39,243</b>	<b>\$138,408</b>
Task 2 – H <sub>2</sub> S Treatment System Replacement	-	-	-
<i>Subtask 2.1 – Equipment Selection and Pre-Purchase</i>	-	-	-
<i>Subtask 2.1.1 – Key Component Technical Specifications and Vendor Selection Criteria</i>	\$9,744	-	\$9,744
<i>Subtask 2.1.2 – Key Component Bidding and Vendor Selection</i>	\$5,860	-	\$5,860
<i>Subtask 2.1.3 – Engineering Estimate</i>	\$6,444	-	\$6,444
<i>Subtask 2.2 – Engineering Design</i>	\$51,312	\$11,500	\$62,812
<i>Subtask 2.3 – Construction Bidding Services</i>	\$7,824	\$503	\$8,327
<i>Subtask 2.4 – Engineering Services During Construction</i>	\$42,808	\$21,482	\$64,290
<i>Subtask 2.5 – Record Drawings</i>	\$9,117	\$172	\$9,289
<b>Task 2 Total</b>	<b>\$133,109</b>	<b>\$33,657</b>	<b>\$166,766</b>
<b>Project Total</b>	<b>\$232,274</b>	<b>\$72,900</b>	<b>\$305,174</b>

**Exhibit C**  
**Risk Management**  
**Indemnification and Insurance Requirements**  
**For Professional Services**

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

As part of the consideration of this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The applicable insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).
2. **Primary Coverage** – For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

**Claims Made Policies** – If any coverage required is written on a claims-made coverage form:

- I. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- II. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- III. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true

“following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract