

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 Stearns, Conrad, and Schmidt Consulting Engineers, Inc. doing business as SCS Engineers with an address at 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806 (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

John Hancock at phone number 805-882-3619 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tony Aguilar at phone number 562-208-6035 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: John Hancock
County of Santa Barbara, Public Works Department
Resource Recovery & Waste Management Division
130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101
Phone: (805) 882-3619

To CONTRACTOR: Kyle Kranz
SCS Engineers
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806

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 July 1, 2024 and end performance upon completion, but no later than June 30, 2025 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, upon payment in accordance with this Agreement, 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"). Except for licensed products, SCS proprietary technology or other technologies provided hereunder, 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 a party 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 a party.

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 SCS Engineers.

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:

Steve Lavagnino, Chair
Board of Supervisors

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

Santa Barbara County, Public Works
Department

CONTRACTOR:

SCS Engineers

DocuSigned by:
Chris Sneddon
By: _____
Chris Sneddon, Director
Santa Barbara County, Public
Works Department

By: *Kyle Kranz* _____
Name: Kyle Kranz _____
Title: Vice President _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Johannah Hartley
By: _____
Johannah Hartley
Deputy County Counsel

DocuSigned by:
C. Schaffer
By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

DocuSigned by:
Greg Milligan
By: _____
Risk Management

RFP ADF and MRF Facility Management Services for the Tajiguas Landfill



SANTA BARBARA COUNTY
Innovative Environmental Solutions

County of Santa Barbara
Public Works Department, Resource Recovery and Waste
Management Division

SCS FIELD SERVICES

Proposal Work Order No. 126.1 | April 22, 2024

3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
562-426-9544

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- Appendix A Fee Schedule
- Appendix B EMR Letter from SCS' insurer
- Appendix C SCS DataServices Proposal dated June 3, 2021

1 COVER LETTER

April 22, 2024

County of Santa Barbara
Public Works Department,
Resource Recovery and Waste Management Division
Attention: Kevin Brown

Subject: RFP ADF and MRF Facility Management Services for the Tajiguas Landfill

Dear Mr. Brown:

The County of Santa Barbara reflects the values of its communities by being an environmental leader that proactively reduces its community's carbon footprint. Because of the creation of the ReSource Center (formerly known as the Tajiguas Resource Recovery Project), the County was awarded by the California State Association of Counties (CSAC) for project merit. Tajiguas is the second of its kind in the state of California, bringing forward a role model in California's sustainability world.

We understand how much you value innovation, reusing resources, and meeting compliance – all to serve your local community and protect its environment. However, given current unprecedented events combined with regulatory requirements, it is more important now than ever to choose landfill consultants who can easily implement themselves into your project site while also meeting the health and safety of County workers and residents. Because of our various landfill gas (LFG) related projects and currently actively performing the scope of services for over 100 landfills in California alone – we believe we will easily integrate as your primary landfill gas maintenance support team.

Overall, we believe SCS will serve you best to meet your ADF and MRF management and compliance needs because we are solid waste experts who love to help our clients by sharing our insight and guiding them through every step of the process.

We truly appreciate your time and for another opportunity to serve the County. Please do not hesitate to contact Tony Aguilar directly with any questions you may have.

Sincerely,



Tony Aguilar
Project Manager
SCS Field Services



Cornelius Fong
Regional OM&M Manager
SCS Field Services

2 EXECUTIVE SUMMARY

Our Understanding

The purpose of this RFP is to identify the best consultant to perform the required ADF and MRF facility system monitoring, maintenance, and regulatory compliance while also being the main liaison between all stakeholders concerning the active Tajiguas Landfill located in Santa Barbara County. We also understand a critical component to this project requires the awarded consultant to facilitate a smooth transition in delivering the LFG from the LFG gas treatment system to the new energy facility.

How We Will Help

Your project means more than just completing the project work correctly and on time. It means proactively looking for ways to save the County time and money, using the best tools and technology, and always focusing on what's best for the County. Below are reasons why we would be the best fit as your LFG, ADF and MRF maintenance consultant because you will:

1. Cut Costs by Reducing Downtime and a Quicker Implementation. Because we have worked on-site completing LFG, ADF and MRF related projects, we know the landfill system well and can immediately jump into the project without a learning curve compared to other consultants – who will need more time and information to catch up. A majority of our staff have worked on projects related to Tajiguas Landfill, including Tony (7-8 projects).

2. Gain Data Transparency with Free SCS eTools® Services. Enjoy free eTools services, which provides greater transparency and insight into the LFG data. You will get better data sets and monitor trends happening on your site with the use of our eTools® service. eTools® uploads data related to probes, wells, methane concentrations, CO2 levels, O2 imbalances, and flow rates – making data analysis and controlling equipment and systems even easier.

3. Secure Compliance with Clear Communication Plans by Landfill Experts. Like the County, we believe in delivering stellar client service to our communities because our clients are at the center of how we do business – we have recently developed and rolled out a Quality Management System (QMS) plan to enhance the client experience and ensure our clients' compliance success. We want our clients happy both with the project process and deliverables.

Achieving Long-Term Results

Monitoring and maintenance of the LFG, ADF and MRF systems at Tajiguas Landfill is an important component of the County's overall long-term solid waste plan to achieve waste recovery. With the uncertainty caused by the COVID-19 virus, we are more committed than ever to ensure you are fully satisfied with how we make decisions, communicate with all interested parties during project work, and perform the services we are contracted to provide. Should we be selected, we will ensure every decision we make together also considers your long-term goals for Tajiguas, including landfill closure.

Working with an aging flare, problems can show up without notice and I can always connect with Tony Aguilar and Phil Carrillo at any given time, and solve the issue promptly.



- Richard R. Rose
Environmental Engineer,
Public Works Department
County of San Luis Obispo

3 EXPERIENCE

SCS SUMMARY

SCS Engineers was formed in California on the first Earth Day in April 1970 by three engineers: Bob Stearns, Tom Conrad, and Curt Schmidt. SCS is headquartered in Long Beach, California. Operating as a private company continuously for 50 years, SCS is an employee-owned environmental engineering and construction firm, specializing in helping municipalities and businesses optimize solid waste operations. As experts in LFG collection and control systems (GCCSs), we provide customized landfill integrated solutions to our clients based on their needs.

We are widely recognized as one of the leading environmental engineering consulting firms in the United States, and a global leader in the design, construction, and operation and maintenance (O&M) of environmental control systems at landfills.

SCS employs 919 professional and support staff located in 65 offices. While we serve local government agencies, businesses, non-profits, and the U.S. military in all 50 states and internationally, we have particular strength along both coasts.



SUPPORTING SANTA BARBARA COUNTY & TAJIGUAS LANDFILL

Our first Tajiguas Landfill project was in 1999 when we prepared a surface monitoring design plan in accordance with New Source Performance Standard requirements. **Since then, we have completed 56 solid waste related projects for the County, 51 of them related to Tajiguas Landfill.** In 2019, we worked on-site to provide the following important projects for the County, a few ongoing:

- Evaluated gas control system including landfill gas collection system wells and pipelines, condensate management system and enclosed ground flare and blower.
- Designed and constructed landfill gas collection and control system interconnection, including review of existing piping and engineering support.
- Designed expansion of the landfill gas collection and control system.
- Designed and constructed liquids handling system.
- Provided mechanical interconnection between landfill gas equipment, which included design and construction support.
- Provided miscellaneous gas collection and control system construction.
- Provided on-call repairs as needed.

RELEVANT SCOPE OF WORK EXPERIENCE

SCS has provided GCCS OM&M services for government agencies since SCS Field Services was established in 1986. We are national leaders in providing OM&M services for environmental control systems at landfills. In California alone, we currently perform GCCS OM&M services at 159 sites, including over 100 at active, closed, and former landfills.

Three of these landfill OM&M projects are described below. One or more team members works on these projects. We are proud of the quality of our work and overall client service on all three projects and encourage you to contact the client references provided with each description.

- Los Osos LF, SLO County
- Cold Canyon LF, SLO County
- 5 Landfills in Ventura County

Project Capsules and Reference Contact

Los Osos Landfill, San Luis Obispo County, CA

In the mid-1970s, SCS first supported San Luis Obispo County by providing analysis and recommendations regarding the siting of three future landfills. Since then, we were rehired to implement residential & commercial waste separation sort and a resource recovery program to reduce the quantity of solid waste requiring landfill disposal. More recently, we are providing routine operations, monitoring, and maintenance (OM&M) of the landfill gas collection and control system (GCCS) at the Los Osos Landfill (two 5-year contracts) and have provided remediation of volatile organic compounds (VOCs) in groundwater at the Los Osos Landfill (two contracts).

Primary Client Contact:	Project Terms:	SCS Team:
Mladen Bandov, PE, Wastewater Utilities Division Manager County of San Luis Obispo, Department of Public Works Room 206 County Government Center San Luis Obispo, CA 93408 805-781-5116 (office) mbandov@co.slo.ca.us	2010 - Ongoing Annual Budget: \$796,751	Tony Aguilar, Project Manager Jose Bermudes, Sr. Field Technician Emmanuel Prado, Field Technician Other SCS Staff

Cold Canyon Landfill (CCL), San Luis Obispo County, CA

Cold Canyon Landfill is an active municipal solid waste disposal facility serving residents and businesses in San Luis Obispo. CCL is owned and operated by Waste Connections, Inc. (WCI), one of the largest solid waste collection and management firms in the U.S. WCI encountered a problem delivering surplus gas (not used in the LFGTE plant) to a third-party purchaser, causing a loss of revenue, SCS identified several pumps as non-functional, which was causing a liquid blockage. We repaired and tested the pumps, cleared the liquid buildup, and returned the pipeline to maximum operational efficiency. SCS has also provided ECOM stack sampling training; improvements to the GCCS, including installation of wells and piping; and routine well monitoring, quarterly probe monitoring, non-routine scheduled services and optional additional well monitoring events.

Primary Client Contact:	Project Terms:	SCS Team:
Ben Carr, Site Manager Waste Connections, Inc. 2268 Carpenter Canyon Road San Luis Obispo, CA 93401 ben.carr@wasteconnections.com	2011- Ongoing Annual Budget: \$648,378	Tony Aguilar, Project Manager Jose Bermudes, Sr. Field Technician Emmanuel Prado, Field Technician Other SCS Staff

Various Landfills, Ventura County, CA

Since 1980, SCS has performed a variety of engineering, OM&M, and other environmental services at Toland Road, Coastal-Santa Clara, Bailard (combined, these landfills are known as “Oxnard”), Tierra Rejada, and Ozena (all closed, except Toland Rd., which is active). In recent years, severe weather (fires; floods) has impacted site operations, requiring SCS to provide emergency support and supplement the County’s manpower to complete required compliance activities. Also, SCS managed the installation of a hydrogen sulfide (H₂S) treatment system, which involved site grading and drainage; installation of a slab, piping, discharge lines, a below-grade sump, and above-grade mechanical piping; system testing and start-up; AutoCAD services; and disposal services. This successful construction project led to a significant improvement in system effectiveness and reduced VRSD’s overall maintenance costs.

Primary Client Contact:	Project Terms:	SCS Team:
Edward Pettit, Regulatory Compliance Officer Ventura Regional Sanitation District 1001 Partridge Drive, Suite 150 Ventura, CA 93003 805-658-4678 edwardpettit@vrsd.com	2017 – Current Annual Budget \$1,462,081	Tony Aguilar, Project Manager Jose Bermudes, Sr. Field Technician Emmanuel Prado, Field Technician Other SCS Staff

HEALTHY & SAFETY DURING UNPRECEDENTED TIMES

With the site’s best interest in mind and unprecedented impact of COVID-19, safety and compliance are more important now than ever to ensure your project is completed in a reliable and timely manner. We have increased safety precautions by requiring safety protocols to be taken before, during, and after project work.

Project leaders on-site pay exceptional attention to safety, at all times, while also moving projects along as efficiently as possible. Brian Morrison will provide health and safety oversight throughout the duration of the contract should we be selected. The Site Specific Health and Safety Plan is reviewed by all SCS technicians upon arriving onsite. SCS technicians also perform monthly online safety training through the SCS Learning Management System.

All of our key staff that will perform the required services have less than a two-hour commute to both landfills. We do not need to fly or travel long distances to access and depart from your landfill. Short commutes in private vehicles will help to minimize exposure to the COVID-19 virus.

If extra safety precautions are required, our project management team has local access to additional safety equipment, such as ventilation blowers, supplied air compressors, and respirators; all of which can be deployed on short notice.

REGULATORY AGENCY EXPERIENCE

Because SCS is involved with so many sites under regulatory oversight, we are well-known and respected by environmental regulatory agencies across the nation. In California, this includes numerous Regional Water Quality Control Boards (RWQCBs) and Air Quality Management Districts (AQMDs), the Department of Toxic Substances Control (DTSC), Health and Fire Departments, and the California Environmental Protection Agency (EPA). We frequently meet with regulatory staff on projects to make sure all requirements are being met.

For example, SCS was retained directly by the Central Valley RWQCB (CVRWQCB) to assist them with a site where a community drinking water supply was threatened with contamination. When asked why the CVRWQCB retained SCS from a large field of proposers, the Project Officer stated SCS was:

“[...] far and away the most qualified for the project, including providing a unique project management and collaboration approach.”

SCS CURRENTLY PROVIDES
LANDFILL SERVICES,
INCLUDING LFG OM&M, AT
OVER 500 LANDFILLS ACROSS
THE U.S. — MORE THAN ANY
OTHER FIRM IN THE NATION.

NATIONAL LEADERS IN LANDFILL GAS SYSTEM OM&M AND LANDFILL ENGINEERING

LFG system engineering has been a core SCS service since our founding in 1970. We routinely help landfill owners/operators achieve their business goals, while meeting their environmental stewardship and regulatory compliance responsibilities. Many of the sites we work on across the nation are owned and/or operated by the two largest waste companies in the U.S: Waste Management, Inc., and Republic Services.

Our SCS Field Services (SCS FS) staff (the OM&M division of SCS) includes technical experts and seasoned contractors with many years of construction and environmental control systems operations experience. This combination of skillsets enables us to develop innovative, yet practical solutions to address both routine and unusual environmental challenges.

Our field personnel have completed 40-hour health and safety training and supervisor training per Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.120. In addition, field personnel are trained in Competent Person Awareness for Trench and Excavation Safety, and Confined Space Entry in accordance with OSHA standards.

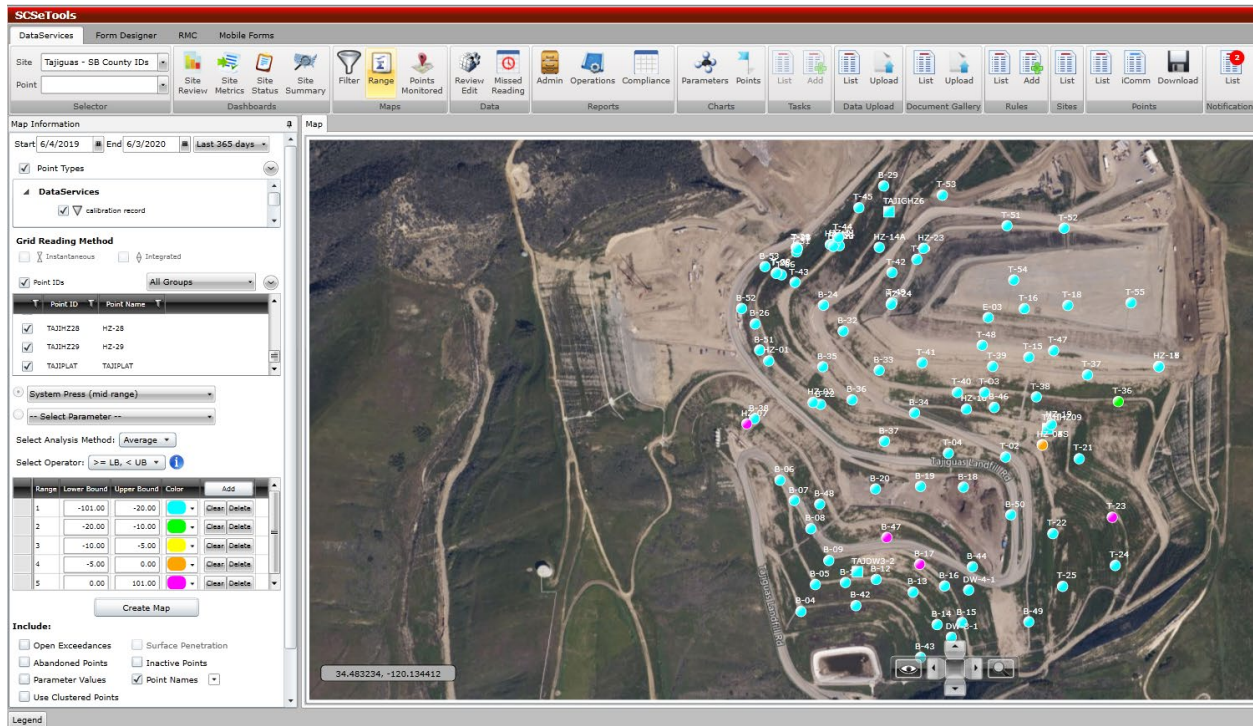
The combined expertise of our engineers and field technicians offers owners/operators of landfills across the nation unmatched full-service design-build, permitting, construction, and OM&M support. **We know how to control costs, maximize energy recovery potential, and maintain regulatory compliance at landfills as well as any company in the world.**

STATE-OF-THE-ART LANDFILL REPORTING TECHNOLOGY

SCS DataServices®

Our field technicians' practical expertise is supported and greatly enhanced by the staff in our Technology Services group, who develop and bring to market software specifically designed to facilitate the collection and management of data in an easier, more cost-effective manner.

Housed on the SCS eTools® platform, our technicians use SCS's industry-leading SCS DataServices® module for the storage and management of landfill data. SCS DataServices is a secure online location for the storage of large volumes of data. County and project team users with appropriate authority levels are able to review data as soon as monitoring is completed and data is uploaded. Charting and mapping features allow users to identify under-performing wells and target locations in need of adjustment to maintain regulatory compliance and provide a consistent flow of usable gas for the LFGTE plant at Tajiguas Landfill.



Screenshot: Tajiguas Landfill Site Overview

SCS Remote Monitoring and Control® (SCS RMC®)

Our services also includes online facilities management, such as controlling and monitoring equipment, sensors, security cameras, GPS devices, and meters; charting and mapping; obtaining and reviewing critical data; and providing customized alerts and reports. Our business and consulting services include superior training and support for SCS clients.



SCS RMC panel prior to installation

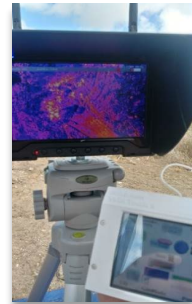
SCS MobileTools®

SCS MobileTools is a forms-based app compatible with a wide range mobile devices that use the Apple and Android operating systems. Data collection forms are customized to each client's needs and field data is then entered electronically. Built-in safeguards and restrictions mitigate data entry error and make the reading of forms so much easier for managers and supervisors than handwritten forms. Once technicians have used the app once or twice they can enter data quickly and accurately every time, often shaving a significant amount of time off their form completion duties, especially on data-intensive projects, which translates to client labor cost savings.

Latest Advancements

Our two most recent technology offerings are Ignition Perspective SCADA software and unmanned aerial vehicle (UAV) or "drone" services.

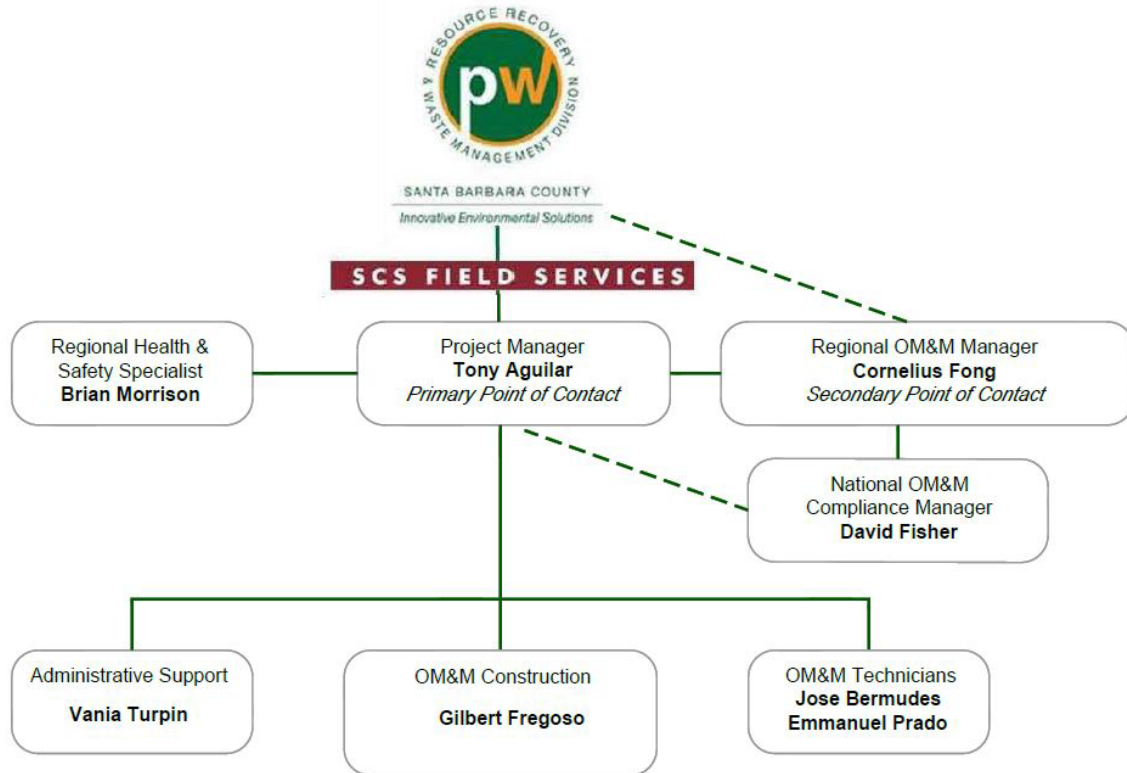
- The SCS RMC team has been integrating a powerful new web-based technology called **Ignition** into our unique client solutions. An Inductive Automation product, Ignition allows us to build dynamic industrial applications that automatically respond to each client's unique perspective. An exciting new feature of Ignition is Ignition Perspective, which allows us to build full SCADA, HMI, and alarming systems, and provide clients with not just a mobile view of operations via smart phones and other mobile devices, but full control of industrial processes. **Clarity, usability, and compatibility are all excellent.** We can now provide comprehensive control of industrial processes that are more mobile, customizable, scalable, and secure than ever before.
- Our SCS RMC group includes multiple Federal Aviation Authority (FAA) Part 107 Certified Drone Pilots, including two based in California. SCS RMC owns a fleet of drones equipped with the latest technology available to monitor methane, conduct infrared surveillance, perform 3D topographic modeling and provide landfill open face stockpile calculations. We deliver high resolution images with a centimeter level accuracy data in the format that meets our clients' needs.



4 STAFFING

The team that currently serves you will continue to serve you on the new contract. Our team organization is shown below in Figure 1.

Figure 1. Organization Chart



Brief bios for our proposed team leaders, Tony and Corn, are provided below. Resumes for the key staff that will perform the vast majority of project work are provided in Appendix A. Capsules are on the following page.

Role: Project Manager / Primary Point of Contact

Tony Aguilar

Years of Experience: 20+

Tony has over 20 years of hands-on experience in OM&M of mechanical pump and pipeline systems and performing and managing routine and non-routine OM&M services programs at landfills in California. **His distinct expertise includes working with other landfill consultants and regulatory personnel on various sites including old and new performing landfills. With his vast experience, Tony delivers budget-friendly solutions for every closed landfill situation.** Factory trained in the operations, maintenance, and repair of LFG systems, he is capable of troubleshooting the most complex problems with any type of LFG collection, flaring or detection system. He has participated in over 50 LFG-related projects, including OM&M of LFG collection systems, active air injection systems, passive landfill gas barrier/vent systems, automatic methane gas detection systems, and recovery plant compressor systems.

**Certifications**

40-Hour OSHA HAZWOPER Certification, 8-Hour Refresher
 20-Hour Confined Space Training, OSHA 29 CFR 1910.146
 Certified Competent Person Awareness for Trench/Excavation Safety, OSHA CFR 1926
 Certified for the Service of Landfill, Leachate and Condensate Pumping Equipment
 Landfill Technician Training - Approach to Environmental Compliance
 John Zink Flare Theory and Operation Certification

Regional OM&M Manager

Cornelius Fong

Years of Experience: 17

As a Regional OM&M Manager, Corn has 17 years of experience in operation, monitoring and maintenance (OM&M) of landfill gas (LFG) systems and field activities related to liquids and gas sampling and monitoring and has experience in data analysis and data management. Prior to working full-time for SCS at the Cal-Compact site in Carson, California, Corn spent 10 years working full-time at the BKK Landfill in West Covina. BKK is a Class I and III hazardous waste landfill covering nearly 500 acres – one of the largest landfills in California. At BKK, he was primarily responsible for **managing the collection and integrity of LFG, leachate and groundwater extraction system data packages** for regulatory compliance filings. He was also the Site Engineer, responsible for troubleshooting and equipment replacement for all environmental control systems.

Certifications

40-Hour HAZWOPER, OSHA 29 CFR 1910.120
 Completion of Flaring of Landfill Gases by John Zink
 Drilling Atop Lined Landfills
 Mastering Client Focus
 OM&M Supervisor Training – Establishing a Culture of Safety
 South Coast Air Basin Fugitive Dust Control Class
 SCS Health and Safety Program and Requirements - Project & Site-Specific Health & Safety Plan Development & Preparation, Job Task Safety Analysis & Personal Protective Equipment Assessment, Lockout/Tag out procedures, & Behavior Based Safety Process & Observer
 SCS Standards of Business Conduct & Ethics

Role: Sr. Field Technician

Jose Bermudes

Years of Experience: 3

Jose Bermudes experience includes OM&M of LFG systems and field activities related to liquids and gas sampling and monitoring. **His diverse expertise includes construction services and LFG well monitoring, blower/flare station data collection and adjustment/maintenance, condensate system/sump maintenance,** extraction well balancing and adjustment, groundwater well monitoring, ground water sampling/testing, surface emissions monitoring, control of gaseous emissions and non-routine scheduled repairs (leaks, pipe repair, well raising, etc.). He has provided maintenance and repairs on extraction pumps and condensate sump pumps, thermocouple and electric component replacements.

Certifications

40-Hour HAZWOPER, OSHA 29 CFR 1910.120
 Confined Space Training, OSHA 29 CFR 1910.146
 Dangerous Goods Shipping
 General Monitors Training
 SCS Health and Safety Program and Requirements - Project & Site-Specific
 Health & Safety Plan Development & Preparation, Job Task Safety Analysis &
 Personal Protective Equipment Assessment, Lockout/ Tag out procedures, &
 Behavior Based Safety Process & Observer
 SCS Standards of Business Conduct & Ethics
 Workplace Harassment Prevention for Employees

Role: Field Technician

Emmanuel Prado

Years of Experience: 2

Emmanuel Prado is a field technician with experience in OM&M of LFG systems and field activities related to liquids and gas sampling and monitoring. **He has provided construction services and LFG well monitoring, extraction well balancing and adjustment, blower/flare station data collection and adjustment/maintenance,** condensate system/sump maintenance, perimeter probe monitoring, groundwater well monitoring, ground water sampling/testing, surface emissions monitoring, control of gaseous emissions and non-routine scheduled repairs (oxygen intrusions, pipe repair, etc.). He has provided maintenance and repairs on extraction pumps, pneumatic condensate injection pumps and pneumatic condensate sump pumps.

Certifications

40-Hour HAZWOPER, OSHA 29 CFR 1910.120
 Confined Space Training, OSHA 29 CFR 1910.146
 American Red Cross Standard First Aid and CPR
 CNC Machinist 2 Certification
 CNC Programmer Certification
 Fire Technology Certification
 SCS Health and Safety Program and Requirements - Project & Site-Specific
 Health & Safety Plan Development & Preparation, Job Task Safety Analysis &
 Personal Protective Equipment Assessment, Lockout/ Tag out procedures, &
 Behavior Based Safety Process & Observer
 SCS Standards of Business Conduct & Ethics

Role: Construction Project Manager

Gilbert Fregoso

Years of Experience: 20+

Gilbert has over 20 years of construction industry experience, including the construction LFG migration control and recovery facilities. As a Project Manager, he has been involved with many aspects of header line trenching, pipe fusing, grading, backfill, sump installation, electrical control work, and blower/flare station installations. **He has worked on LFG construction projects for large public and private waste firms, gas developers, and municipalities, and has participated in every aspect (including oversight) of LFG control/recovery system construction**, including installation of extraction wells, trench excavation, high-density polyethylene (HDPE) pipe fusion, header line survey and placement, and installation of condensate holding tanks, pumps, blowers, and flares (including concrete pads and electrical). Gilbert has also been involved in the construction of leachate collection and handling facilities and condensate removal and treatment systems. He has also supervised and participated in the construction of H2S treatment systems. These construction projects have been completed at both active and closed landfill sites.

Certifications

Occupational Safety and Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training
 Certified Polyethylene Fabrication Specialist
 Contractor/Supervisor Asbestos Safety Training
 Certified Crane Operator (NCCCO Certified #1406102186)
 OSHA Certified Confined Space Training
 OSHA Certified Competent Person Awareness for Trench/Excavation Safety Training

5 PROJECT UNDERSTANDING AND APPROACH

Our understanding of the Scope of Work prepared by the County is based on our vast experience with landfills, landfill GCCSs, and the regulatory guidelines to which the landfill is subject. We comprehend that in order to manage this project successfully, a multifaceted work approach is imperative. The key components critical to managing the site successfully comprise of knowledgeable local staff, a deep understanding of federal, state and local regulatory guidelines that dictate the operation of the sites, and effective communication channels between the stakeholders. SCS embodies each of these qualities and the same is reflected in the high-quality results delivered by our team.

HEALTH AND SAFETY

The solid waste industry is among the top 5 most hazardous professions. As such, SCS understands that H&S is paramount. We take great pride in promoting a safe working environment. Every work day, SCS commits to safeguard our employees, our clients' employees, and our subcontractor's employees' health and welfare, as well as our clients' facilities and operations. This is not just corporate-speak. It is a value we strongly believe in, practice, and continuously strive to improve. This dedication has led to a national Experience Modification Rating of 1.47 – SCS is making every effort in trying to lower its EMR. A letter from SCS' insurer is included in **Appendix B**.

PROJECT MANAGEMENT AND RESPONSIVENESS

Scheduling Plan and Performance. SCS has an impeccable record for completing projects on a timely basis and within budget. This is demonstrated by the fact that over 85% of our project awards are from repeat clients. The references provided with this proposal can also attest to SCS's reliability. SCS emphasizes communication as the most critical element in managing project schedules. In the event that situations arise that may affect the project scope or schedule, SCS will immediately contact the County's Project Manager to discuss the issue and decide upon actions that will be taken to minimize impacts to the project.

SCS personnel have demonstrated their ability to respond quickly and effectively to planned and unplanned tasks associated with this type of contract. We recognize that the environmental tasks and regulatory timelines associated with this contract are of paramount importance, and we have been successful in the identification of potential overall scheduling problems and manipulating schedules to integrate our environmental work into other aspects of projects. SCS understands that the ability to manage expedited schedules may be required during the projects performed under this contract.

Management and Organization. OM&M and construction expertise is of no consequence without effective project management. The SCS project team has proven their ability to manage and perform projects with a wide range of size and complexity—from large, long-term, multi-task contracts to small, short-term, immediate-attention environmental and solid waste projects. Crucial to successful project management are communication and coordination with the client, accurate definition of work scopes, and contractor management. SCS has demonstrated the ability to manage and organize multiple projects to ensure their timely and efficient completion on projects similar in scope and size to this contract. SCS management and staff are committed to providing equal quality to all projects, regardless of size.

SCOPE OF WORK

Task 1 – Routine Operation and Maintenance of the Material Recovery Facility (MRF) Enclosed Flare and Blower station, Siloxane Reduction System (SRS), Condensate Management System (CMS), and the Anaerobic Digestion Facility (ADF).

Weekly

Condensate Management System (CMS)

Weekly, inspect and ensure proper operation of the CMS. The CMS must operate and be maintained in accordance with the SBCAPCD, Permit ATC 14500-10. The following inspections and data will be collected during each site visit:

- Condensate flow meters and recording system on the condensate tank to allow tracking of daily volumes of collected condensate and daily volumes of disposed condensate.
- Condensate tank liquid level
- Sump pump operation status
- Operating condition of the air compressor system

MRF Enclosed Flare and Blower Station

Weekly, inspect the enclosed flare and blower station to ensure proper operation and condition. The flare and blower station must operate and be maintained in accordance with the SBCAPCD, Permit ATC 14500-10. The following data will be collected during each site visit:

- LFG flow rate to the existing flare
- Operating stack temperature to the existing flare
- LFG composition (percentages of methane, carbon dioxide, oxygen and balance gases).
- Main inlet header vacuum
- Meteorological conditions (e.g., wind, velocity, barometric pressure, and ambient air temperature).
- Extraction blowers operating temperature, pressure (inlet and outlet), and blower electrical motor ampere and hour meter reading.
- Damage and noticeable operational deficiencies to the enclosed flare.
- Damage and noticeable operational deficiencies to the blower station and associated pipework.
- Provide description of any major issues with the blower/flare station

- Records of the date, time, and cause of each instance of LFG treatment system downtime in excess of 1 hour and the date and time of restart, and any corrective actions taken.
- Records of the MRF flare operational temperature for the following, All block three-hour periods of MRF enclosed flare operation during which the average temperature difference was more than 28 C below the average combustion temperature during the most recent source test, the set point temperature from the most recent source test, the date and time of any changes to the set point temperature, dates and times with no valid hourly temperature data, daily minimum and maximum observed exhaust temperature, date and time of each excursion from the MRF enclosed flare's permitted temperature range, the cause of each excursion, the corrective action taken, and the date and time that the temperature was returned to the permitted range.

Siloxane Reduction System (SRS)

Weekly, inspect the SRS to ensure proper operation and condition. The SRS must operate and be maintained per manufactory recommendation. The following data will be collected during each site visit:

- Operating parameters are monitored, and mechanical and electrical components are checked for workability to the Cooling system, SRS, Activated carbon system, Chiller system, Regen blower, and Regen gas system.
- Testing the Activated Carbon Vessel System for Hydrogen Sulfide, Ammonia, and VOC content of the untreated and treated LFG using colorimetric detection tubes for H₂S and Ammonia levels and a photo ionization detector (PID) to measure VOC emissions.
- Provide description of any major issues with the SRS.
- Records of the date, time, and cause of each instance of the siloxane reduction system downtime in excess of 1 hour and the date and time of restart, and any corrective actions taken.

Anaerobic Digestion Facility (ADF)

Weekly, inspect the ADF to ensure proper operation and condition. The ADF must operate and be maintained in accordance with the SBCAPCD, Permit ATC Mod 14500-10. The following data will be collected during each site visit:

- Testing the digester gas composition (percentages of methane, carbon dioxide, oxygen and balance gases).
- Testing the Activated Carbon Vessel System for Hydrogen Sulfide, Ammonia, and VOC content of the untreated and treated biogas using colorimetric detection tubes for H₂S and Ammonia levels and a photo ionization detector (PID) to measure VOC emissions.

Monthly

OM&M Reports

Once each month, SCS will prepare a brief summary report containing the data collected and a summary of activities performed, corrective actions, and recommendations on the ADF and MRF projects during the reporting period. The original reports will be sent to the Client electronically each month. All field data will be maintained in our SCS DataServices® database to track long-term trends.

Quarterly

LFG and Biogas Samples and Testing

Quarterly Samples and testing are performed during each quarter in accordance with the SBCAPCD, Permit ATC Mod 14500-10.

LFG Gas Analysis

- MRF, on a quarterly basis, LFG samples shall be taken upstream and downstream of the LFG treatment system. The samples shall be analyzed for ROC, total sulfur (ppmv), hydrogen sulfide content (ppmv), higher heating value (HHV), siloxane, methane content (percent by volume) and carbon dioxide content (percent by volume).

Biogas Analysis

- ADF, on a quarterly basis, biogas shall be taken upstream and downstream of the biogas treatment system. The samples shall be analyzed for ROC, total sulfur (ppmv), hydrogen sulfide content (ppmv), higher heating value (HHV), siloxane, methane content (percent by volume) and carbon dioxide content (percent by volume).

Visible Emissions Testing

- ADF, on a quarterly basis, a Method 9 (VEE) shall be conducted for the ADF enclosed flare and two biofilters. SCS or their subcontractor, certified in VEE, shall perform the VEE. The VEE shall be conducted when the biofilter is abating emissions.

Positive Pressure Components

- ADF and MRF facilities, components containing LFG and Biogas under positive pressure shall be monitored quarterly for leaks using a portable analyzer meeting the requirements of Condition 9.C.8.8b.iv. Any component leak shall be tagged and repaired within ten calendar days.

LFG Condensate

- On a quarterly basis, a sample of the LFG condensate shall be collected from the condensate tank. The sample shall be analyzed using EPA method 8260.

Task 2 – Non-Routine Scheduled Maintenance and Emergency Services

This task includes the coordination of the activities of SCS personnel and subcontractors for non-routine scheduled maintenance and services. Non-routine scheduled maintenance consists of corrective repair, maintenance, additional compliance required monitoring, or new construction work identified during the routine inspection and monitoring visits by SCS personnel or as identified by County staff. This work could include items such as flare maintenance, gas blower and chiller unit services, carbon media change-out, siloxane change-out, condensate management system components, condensate pump failure/repairs, reduced flow of landfill gas, surging vacuum/blower, responding to alarms at the flare station within one working day of COSB staff notification, etc.

This work is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for engineering design, procurement of materials, equipment, scheduling of personnel, subcontractors, etc. It is not known at this time the occurrence or extent of repair work that might be required. SCS will provide a Time and Materials Scope of Work for non-routine scheduled maintenance items identified during the routine site monitoring and inspection visits. The work would proceed subsequent to authorization from the Client with a cost estimate. Non-routine scheduled maintenance will be performed subsequent to notification to and authorization from County staff.

This task will be performed on a time and materials basis (T&M) in accordance with our most current 2023-24 fee schedule. **Rates are in effect until April 30, 2024. Any work performed after that date will be subject to a new Schedule of Fees.**

Task 3 – On-call ADF and MRF Facilities and Consulting Services

At the request of COSBPW, SCS Field Services will provide On-Call OM&M and Consulting services during the next fiscal year from July 1, 2024 through June 30, 2025 on a Time and Material basis based on the unit rates listed in the compensation section. These services are to include:

- Monthly Subscription to SCS eTools Data Services subject to attached SCS DataServices Proposal dated June 3, 2021, and SCS Technology Services Agreement (Appendix C).
- Consulting/Project Management meetings
- Non-routine Scheduled Maintenance and Emergency Services to items associated with the Condensate Management System, Air Compressor, Landfill Gas Collection System, Equipment associated to the ADF and MRF facilities, and respond to unexpected equipment shutdowns.

SCS will respond within one working day of COSB staff notification to meet your compliance needs.

6 ESTIMATED COST TO COMPLETE SCOPE OF WORK

Table 1 - Estimated Costs:

Task	Description	Cost Type	Monthly Unit Cost	Total Cost (12 months)
1	Routine Operation and Maintenance of MRF Enclosed Flare and Blower Station, Siloxane Reduction System, Anaerobic Digestion Facility and the Condensate Management System, Monthly Reports, RMC Monthly Access Fee.	Monthly Fixed Fee	\$11,150.00	\$133,800.00
2	Quarterly collection of untreated and treated LFG and Biogas samples for lab analysis, Component leak test, VEE test and LFG condensate sample for lab analysis. Includes lab and subcontractor cost.	Quarterly Fixed Fee	\$20,310.00	\$81,240.00
3	Non-Routine Scheduled Maintenance and Emergency Services	T&M*	T&M*	\$40,000.00*
	At the request of COSBPW, SCS Field Services will provide On-Call OM&M and Consulting services during the next fiscal year from July 1, 2024 through June 30, 2025 on a Time and Material basis, including a monthly subscription to eTools. Reference COSB PO CN6050.	T&M*	T&M*	\$60,000.00*
Total				\$315,040.00

*Estimate for budgeting purposes only. Tasks will be billed on a Time and Materials basis based on the attached fee schedule. **Rates are in effect until April 30, 2024. Any work performed after that date will be subject to a new Schedule of Fees.**

Appendix A

SCS Fee Schedule

**OM&M COUNTY OF SANTA BARBARA
FEE SCHEDULE**
(Effective May 1, 2024 through April 30, 2025)

Technical Field Personnel	Rate (\$)/Hour
Laborer	78
Systems Specialist	88
Technician	94
Equipment Operator	104
GIS Technician	108
Fusion Technician	114
Plant Operator	114
Senior Technician	120
Foreman	125
Superintendent	135
Mechanic	135
Support Specialist.....	144
Senior Superintendent	166
Controls Specialist/Network Engineer.....	182
Network Engineer II.....	184
Drone Pilot.....	213

Management/Support Personnel	Rate (\$)/Hour
Secretarial	68
Project Administrator	94
Field Data Analyst	104
Senior Project Administrator	120
Senior Field Data Analyst	125
Administrative Coordinator.....	125
Designer/Drafter.....	125
Project Coordinator/Accountant	135
Field Project Coordinator.....	156
Project Professional/H&S Specialist	166
Controls & Instrument Engineer	192
Product Development Manager	203
System Integrator/Product Manager/Business Manager.....	216
Quality Advisor.....	218
Project Manager/H&S/Quality Manager	239
Senior Project Professional	239
Sr. Project Manager	270
Sr. Project Advisor	270
Developer	279



SCS Field Services Fee Schedule
May 1, 2024 through April 30, 2025
Page 2

RMC Business Manager	286
National RMC Director	296
Director of Technology	296
Regional Manager/Project Director	302

General Terms

1. Labor rates are in effect until April 30, 2025. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.67 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$25.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 50 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 100 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.

SCS Field Services Fee Schedule
May 1, 2024 through April 30, 2025
Page 3

10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs and a \$55 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client requested work, a \$55 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$175 per night. SCS Field Services will make every effort to find the most cost efficient hotels. In some high expense locations, hotel rates may be above \$175 per night. Hotel and per diem expense will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.



**OM&M COUNTY OF SANTA BARBARA
FEE SCHEDULE FOR INSTRUMENTS AND EQUIPMENT
(Effective May 1, 2024 through April 30, 2025)**

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate.....	223/day
• Weekly Rate.....	1,112/week
• Monthly Rate.....	3,336/month
Gazoscan Kit	
• Daily Rate.....	225/day
• Weekly Rate.....	1,123/week
• Monthly Rate.....	3,370/month
GEM 5000 w/H₂S/CO	
• Daily Rate.....	240/day
• Weekly Rate.....	1,202/week
• Monthly Rate.....	3,606/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:	
• Daily Rate.....	240/day
• Weekly Rate.....	1,202/week
• Monthly Rate.....	3,606/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	60/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	60/day
4 Gas Meter.....	60/day
Magnehelic Pressure Meter	14/day
Digital Readout Thermocouple.....	30/day
Dewatering Pump (Trash Pump)	54/day
Dräger Detector Tubes/Pump.....	25/each
MiniRae 2000/3000 PID:	
• Daily Rate.....	181/day
• Weekly Rate.....	904/week
• Monthly Rate.....	2,712/month



SCS Field Services
Fee Schedule for Instruments and Equipment
May 1, 2024 through April 30, 2025
Page 2

Rate (\$)

RKI Eagle II:

- Daily Rate 181/day
- Weekly Rate 904/week
- Monthly Rate..... 2,712/month

Air Sampling Station:

- Daily Rate 60/day
- Weekly Rate 304/week
- Monthly Rate..... 910/month

Pipe Laser:

- Daily Rate 60/day
- Weekly Rate 304/week
- Monthly Rate..... 910/month

- PAS 3000 Personal Air Sampling Pump 30/day
- Tedlar Bag (10-Liter) 48/each
- Sample Flow Controller/Tier II Gauge 51/day
- Non-Contaminating Air Sampling Pump 30/day
- Interface Probe..... 60/day

Handheld GPS:

- Daily Rate 30/day
- Weekly Rate 152/week
- Monthly Rate..... 454/month

Submersible Pump:

- Daily Rate 60/day
- Weekly Rate 304/week
- Monthly Rate..... 910/month

Water Level Indicator:

- Daily Rate 25/day
- Weekly Rate 124/week
- Monthly Rate..... 370/month

Water Level Meter w/Temperature:

- Daily Rate 54/day
- Weekly Rate 269/week
- Monthly Rate..... 809/month

SCS Field Services
Fee Schedule for Instruments and Equipment
May 1, 2024 through April 30, 2025
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	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	19/day
• Weekly Rate	96/week
• Monthly Rate.....	286/month
Teflon Well Bailer	30/each
Vacuum Box/Carbon Canister and Blower	181/day
Tool Truck	25/hour
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	132/day
• Weekly Rate	662/week
• Monthly Rate.....	1,988/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	163/day
• Weekly Rate	814/week
• Monthly Rate.....	2,443/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	216/day
• Weekly Rate	1,084/week
• Monthly Rate.....	3,252/month
No. 412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	332/day
• Weekly Rate	1,657/week
• Monthly Rate.....	4,970/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	572/day
• Weekly Rate	2,859/week
• Monthly Rate.....	8,576/month
No. 824 P.E. Fusion Machine (8"-24"):	
• Daily Rate	1,142/day
• Weekly Rate	5,712/week
• Monthly Rate.....	17,134/month

SCS Field Services
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	Rate (\$)
Trackstar 500 Fusion Machine	
• Daily Rate	511/day
• Weekly Rate	2,555/week
• Monthly Rate.....	7,666/month
Sidewinder Fusion Machine	
• Daily Rate	181/day
• Weekly Rate	904/week
• Monthly Rate.....	2,712/month
Electrofusion Processor Machine:	
• Daily Rate	211/day
• Weekly Rate	1,056/week
• Monthly Rate.....	3,168/month
Leister Extrusion Welding Gun	181/day
Air Compressor	73/day
Arc Welder	89/day
Generator (3,500-Watt)	73/day
Generator (5,000-Watt)	89/day
Generator (6,000-Watt)	96/day
Generator (8,000-Watt)	101/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate	48/day
• Weekly Rate	241/week
• Monthly Rate.....	725/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate	73/day
• Weekly Rate	365/week
• Monthly Rate.....	1,095/month
Isolation Pinch-off Tool (8"-12"):	
• Daily Rate	121/day
• Weekly Rate	601/week
• Monthly Rate.....	1,802/month
4-Wheeler (ATV/UTV):	
• Daily Rate	60/day
• Weekly Rate	304/week
• Monthly Rate.....	909/month

SCS Field Services
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Rate (\$)

4-Wheeler with 44" Mow Deck:

- Daily Rate 121/day
- Weekly Rate 601/week
- Monthly Rate..... 1,802/month

Riding Mower:

- Daily Rate 211/day
- Weekly Rate 1,056/week
- Monthly Rate..... 3,168/month

Chain Saw:

- Daily Rate 14/day
- Weekly Rate 68/week
- Monthly Rate..... 202/month

Horiba Water Quality Meter:

- Daily Rate 60/day
- Weekly Rate 304/week
- Monthly Rate..... 910/month

Hydrogen Sulfide Meter:

- Daily Rate 229/day
- Weekly Rate 1,146/week
- Monthly Rate..... 3,437/month

Infrared Thermometer:

- Daily Rate 14/day
- Weekly Rate 68/week
- Monthly Rate..... 202/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 121/day
- Weekly Rate 601/week
- Monthly Rate..... 1,802/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 89/day
- Weekly Rate 449/week
- Monthly Rate..... 1,348/month

SCS Field Services
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Rate (\$)

Earth/Resistance Tester:

- Daily Rate 121/day
- Weekly Rate 601/week
- Monthly Rate..... 1,802/month

Pitot Tube and Gauges:

- Daily Rate 14/day
- Weekly Rate 47/week
- Monthly Rate..... 202/month

Pressure Washer:

- Daily Rate 60/day
- Weekly Rate 304/week
- Monthly Rate..... 909/month

Turbidity Meter/Conductivity Meter:

- Daily Rate 30/day
- Weekly Rate 152/week
- Monthly Rate..... 454/month

Vacuum Air Pump:

- Daily Rate 121/day
- Weekly Rate 601/week
- Monthly Rate..... 1,802/month

Downhole Video Camera System 240/day

Weed Trimmer:

- Daily Rate 30/day
- Weekly Rate 152/week
- Monthly Rate..... 454/month

Safety Equipment:

- Tyvek Suit (each) 19/each
- Polyethylene suit (each) 25/each
- Nitrile gloves (per pair) 19/each
- PVC Gloves (per pair)..... 19/each
- Rubber booties (per pair) 19/each
- Organic Vapor Cartridges (per pair) 25/each
- Organic Vapor/Acid Cartridges (per pair) 30/each
- Cartridges pre-filters (per pair) 19/each

SCS Field Services
Fee Schedule for Instruments and Equipment
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	Rate (\$)
Safety Equipment Continued:	
• Half face respirator (each)	25/day
• Full face respirator (each).....	30/day
• Ventilator/manhole blowers	30/day
• Parachute harness	14/day
• Tripod:	
- Daily Rate	89/day
- Weekly Rate.....	449/week
- Monthly Rate	1,348/month
• SCBA.....	240/day

General Terms

1. Rates are in effect until April 30, 2025. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

Appendix B

EMR Letter from SCS' Insurer



UNCOMMONLY INDEPENDENT

March 24, 2022

RE: SCS Engineers Experience Modification Rate (EMR)

To Whom It May Concern:

Lockton is familiar with SCS Engineers and its safety program. The SCS safety program has been effective and is justifiably a source of pride for the firm. However, recent changes in the Workers Compensation system have had a negative impact on SCS's Experience Modification Rate (EMR), with the result that the EMR does not accurately reflect SCS's health and safety performance, as discussed below.

SCS's current injury numbers (leading indicators) are all positive and show a significant decreasing trend. This decrease is due to a strong senior management commitment and line management accountability system that has been implemented in safety. This includes mandatory supervisory and employee monthly safety meetings and training sessions. In addition, every supervisor and/or foreman must conduct new hire safety orientation and review the SCS safety manual with every employee.

Non-compliance with safety rules will result in disciplinary action, up to and including termination of employment. Foremen and supervisors who do not enforce safety rules will also be disciplined, up to and including termination of employment.

SCS has a robust health and safety program that includes a health and safety management system plan and the following major elements:

1. Behavior-based safety processes;
2. Incident investigations of all lost workday incidents.
3. Job Task Safety Analysis and Personal Protective Equipment Assessment procedure for all critical work tasks.
4. Enhanced health and safety training directly related to the physical and chemical hazards associated with the employee's work tasks.
5. A full-time Safety Director.
6. Audits of company projects and sites by qualified auditors.

The implementation of these major elements and the improved health and safety program have and will result in substantial improvements to SCS's health and safety performance in the coming years.



RE: SCS Engineers Experience Modification Rate (EMR)
Page 2

The Workers Compensation system itself has undergone considerable change in recent years, with over half of the premium dollars taken out of the system over the last four years due to open rating and other positive changes the states have implemented. As with SCS Engineers, many engineering and construction companies with the same losses and costs associated with their workers compensation claims saw their EMRs go up because there were far fewer dollars in the system to pay for claims. Some firms even had significant decreases in their WC claims and still saw their EMRs go up. Thus, using an EMR to measure a company's safety effort and record does not show the true picture of how well a company is performing from a safety standpoint.

Some workers compensation claims are filed by employees "faking" or embellishing the seriousness of an event. Another systematic problem faced by SCS has been major losses caused by third parties that are no fault of SCS employees and when reimbursement of these losses from the third parties' insurance carrier is made (as has been the case for SCS), the recoveries are not yet credited for purposes of calculating SCS's EMR

A better way to measure a company's safety performance is by looking at their Incident Rate (IR) and Lost Time IR (LTIR) over the past few years. Because the EMR calculation relies on workers compensation dollars, construction companies are at the mercy of the insurance carrier claim representatives to handle claims effectively. If not, the claim dollars will increase and, due to no fault of the company, the EMR will increase. A company's EMR may be higher with the same claims as other contractors simply because one insurance carrier is better at handling claims than another carrier.

Finally, it should be noted that relatively small firms such as SCS can see their EMR spike up during the rating period as result of one or two large claims (legitimate or not)—there is no statistical "power" in the EMR measurement as applied to smaller firms. Many claims are due to soft tissue (back, arm, knee, etc... strains) that are filed by older workers as construction projects are coming to an end and no further work is available. These claims are very difficult to prove or disprove, and such a phenomenon does not reflect on how well safety is being managed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary L. Stevens Jr.", written in a cursive style.

Gary L. Stevens Jr.
Practice Leader
Lockton Companies

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY engineering services as identified in the attached proposal (Attachment A1). CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director or Director's designee.

Suspension for Convenience.

COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 315,040.
- 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.
- 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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 C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the CONTRACTOR'S breach of this Agreement or negligent the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

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

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 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-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$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 limit of no less than \$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 limit no less than \$2,000,000 per occurrence or claim, \$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 insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents 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. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements 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 CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **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.
9. **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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - 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.
11. **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.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.