

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 Sterns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers with an address at 3900 Kilroy Airport Way, Suite 100, Long Beach, California, 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

Todd Curtis, PE at phone number 805-882-3621 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Solavann Sim at phone number 562-356-1059 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: Todd Curtis, Santa Barbara County Public Works, Resource Recovery and Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101, 805-882-3600

To CONTRACTOR: Solavann Sim, SCS Engineers, 3900 Kilroy Airport Way, Suite 100, Long Beach, California, 90806, 562-356-1059

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 14, 2020 and end performance upon completion, but no later than June 30, 2021 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 developed pursuant to this Agreement, 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, and except for third party licensed technology, 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 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 a party 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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works Department

By: _____
Scott D. McGolpin
Director of Public Works

CONTRACTOR:

SCS Engineers

By:  _____
Authorized Representative

Name: SOLIMAN S IM
Title: VICE PRESIDENT

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____

EXHIBIT A

STATEMENT OF WORK

Contractor shall provide professional services as set forth in the Contractor's proposal dated June 3, 2020 included as Attachment A-1, herein incorporated by reference.

Task amounts in Table 1 have been modified as follows:

Task	Description	Cost Type	Monthly Unit Cost	Total Cost (6 months)
1	Routine Operation and Maintenance of the Landfill Gas Collection System, Condensate Management System, and the Enclosed Flare and Blower Station	Fixed Fee	\$7,560	\$45,360
2	Non-Routine Scheduled Maintenance and Emergency Services	T&M*	N/A	\$130,000
3	Project Management, Meetings and On-call Consulting	T&M*	N/A	\$18,000
			Total	\$193,360

Solavann Sim shall be the individual personally responsible for providing services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

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.

ATTACHMENT A-1

RFP Landfill Gas 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 No. 070080220 | June 3, 2020

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

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1 COVER LETTER

June 8, 2020

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

Subject: RFP Landfill Gas Management Services for the Tajiguas Landfill

Dear Mr. Hancock:


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 alongside with both Mustang Renewable Power Ventures and Diani Building Corp 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.

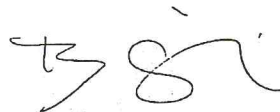
Overall, we believe SCS will serve you best to meet your LFG management and compliance needs because we are solid waste experts who love to help our clients by sharing our insight and guiding them through every step of the process.

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

Sincerely,



Sol Sim, PE, QSD
Vice President, Regional OM&M Manager
562-356-1059 - direct
951-207-2511 mobile
ssim@scsengineers.com



Tony Aguilar
Project Manager
562-208-6035 – direct
taguilar@scseengineers.com



2 EXECUTIVE SUMMARY

Our Understanding

The purpose of this RFP is to identify the best consultant to perform the required LFG 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 maintenance consultant because you will:

1. **Cut Costs by Reducing Downtime and a Quicker Implementation.** Because we have worked on-site completing LFG related projects alongside with Mustang Renewable Power Ventures and Diani, 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 Sol and 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 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:
Rich Rose, Civil Engineering Technician II County of San Luis Obispo, Department of Public Works Room 206 County Government Center San Luis Obispo, CA 93408 805-781-5239 (office) 805-471-9212 (cell) rrose@co.slo.ca.us	2010-Present Budget: \$1,979,215	Sol Sim PE, Project Director Tony Aguilar, Project Manager Chris Fear, Field Technician Chris Wheadon, 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:
Matthew Knowlson, Site Manager Waste Connections, Inc. 2268 Carpenter Canyon Road San Luis Obispo, CA 93401 805-549-8332 matthew.knowlson@wasteconnections.com	2011 - Ongoing Budget: \$390,000	Sol Sim PE, Project Director Tony Aguilar, Project Manager Chris Fear, Field Technician Chris Wheadon, 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	July 2017 – June 2019 Budget (current contract): \$317,000	Sol Sim, Engineer Tony Aguilar, Project Manager Chris Fear, Field Technician Chris Wheadon, 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.

Waste360 ranks SCS Engineers in the Top 100 Solid Waste and Recycling Design-Build Firms in North America. (SCS Ranked #1 in Solid Waste by ENR Years 2004, 2005, 2006, 2007, 2009, 2011, 2012. Ranked #2 in Solid Waste by ENR Years 2008, 2010, 2013, 2014, 2015, 2016, 2017, 2018).

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.

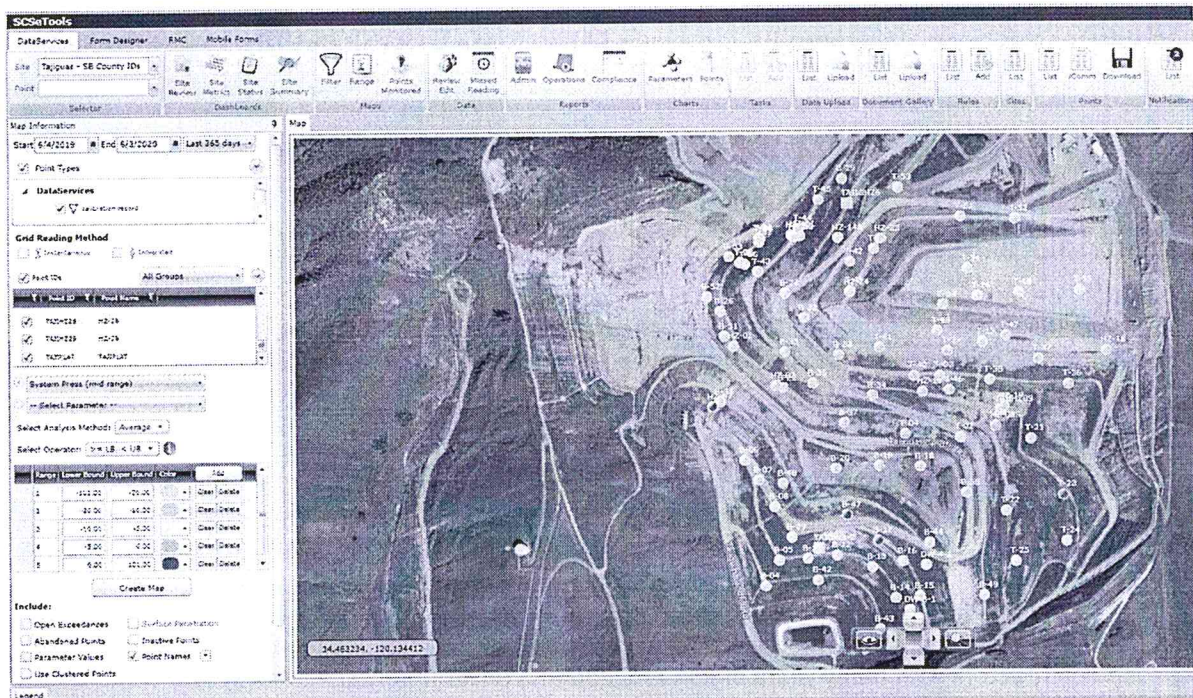
We know how to control costs, maximize energy recovery potential, and maintain regulatory compliance at landfills as well as any company in the world.

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.

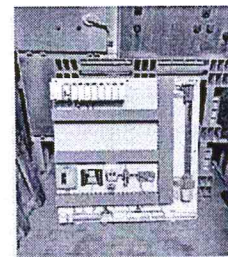
Housed on the SCS eTools® platform, our technicians use SCS's industry-leading SCS DataServices® module for the storage and management of landfill data. SCS DataServices is a secure online location for the storage of large volumes of data. County and project team users with appropriate authority levels 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 future 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.

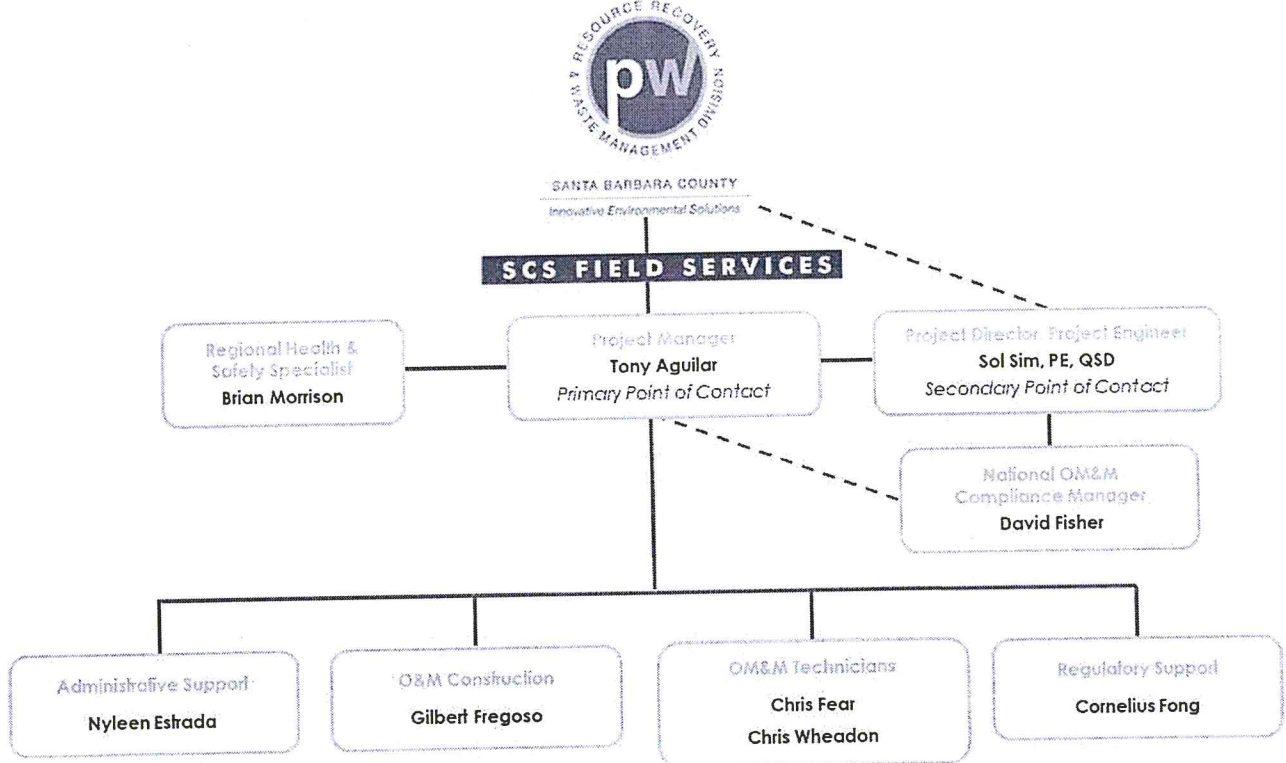
- The SCS RMC team has begun integrating a powerful new web-based technology called **Ignition 8** into our unique client solutions. An Inductive Automation product, Ignition 8 allows us to build dynamic industrial applications that automatically respond to each client's unique perspective. An exciting new feature of Ignition 8 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, Sol and Tony, are provided below. Resumes for the key staff that will perform the vast majority of project work (Sol, Tony, Chris Fear, Chris Wheadon, Gilbert Fregoso, and Cornelius Fong) are provided in Appendix A. Capsules are below.

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

Role: Project Director / Secondary Point of Contact

Sol Sim, PE, QSD
Years of Experience: 15

Sol directs SCS's project work at client sites in the Western Region (includes California). He currently directs SCS's engineering and field services at 18 landfills in California, the majority of which are for OM&M services. **He has over 15 years of engineering-related experience and a strong background in construction and field operations in the waste and recycling industry.** He uses this broad experience to manage LFG design, construction, and OM&M projects effectively and efficiently.



Certifications University of Washington Cold Regions Engineering Short Course, August 2014
Waste Management Development Dimensions International (DDI) Leadership Training Program, 2011 to 2013
NTT NFPA 70E Arc Flash and Electrical Safety Training, August 2011
John Zink Flare Theory and Operations Training, September 2018
40-Hour HAZWOPER Certification, 8-Hour Refresher, June 2018
SCS Asbestos Awareness Training, January 2018
Republic Services LFG SOP Training, January 2018
Waste Management Landfill Manager Training, March to November 2010
Waste Management GCCS Design and Construction, December 2009
Waste Management Advanced Air Permitting and Compliance Program, October 2009
Waste Management Landfill Gas Technician Development Program, April 2009

Licenses Professional Engineer (PE) for CA, MT, CO, NM, UT, HI, AK, AZ, OR, NV
Qualified SWPPP Developer (QSD No. C82476), December 2016

Role: Field Technician

Chris Fear
Years of Experience: 2

Chris Fear's 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
Certified John Zink Landfill Gas Flare School
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
Chris Wheadon
Years of Experience: 2

Chris Wheadon 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 Senior Superintendent, 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

Role: Regulatory Support

Cornelius Fong

Years of Experience: 12

Prior to working full-time for SCS at Cal-Compact, Cornelius worked for SCS full-time at the BKK Landfill in West Covina for 10 years. BKK is a Class I 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.

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 0.9 – a record we are extremely proud of and work extremely hard to preserve.

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 Landfill Gas Collection System, Condensate Management System, and the Enclosed Flare and Blower Station

Landfill Gas Collection System (LFGCS)

Monthly

Monthly, approximately 110 vertical and horizontal LFG extraction wells will be monitored, operated and maintained in accordance with the SBCAPCD, Part 70 Operating Permit 9788-R4. Each gas extraction well will be tested for the following:

- Initial and final static pressure
- Initial and final LFG temperature
- Initial and final wellhead static pressure
- Header system pressure
- Methane concentration
- Oxygen concentration
- Carbon dioxide concentration
- LFG flow rate (if available)

Condensate Management System (CMS) Weekly

Weekly, inspect and ensure proper operation of the CMS. The CMS must operate and be maintained in accordance with the SBCAPCD, Part 70 Operating Permit 15136. The following inspections will be performed at the CMS:

- Condensate flow meter readings
- Condensate tank liquid level
- Pump operation status
- Coordinate with COUNTY staff for disposal. SCS is not responsible for the disposal of liquids hauled offsite but will coordinate with COUNTY staff for disposal.

Existing Enclosed Flare and Blower Station

Weekly

Weekly, inspect the 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, Part 70 Operating Permit 9788-R4 and Operating Permit 15136. The following data will be collected during each site visit:

- LFG flow rate 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.

- Operating condition of the air compressor system
- 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

Reporting Monthly

Once each month, SCS will prepare a brief summary report containing the data collected and a summary of activities performed on the project during the reporting period. The original reports will be sent to the Client electronically each month. All wellfield data will be maintained in our SCS DataServices® database to track long-term trends. Using the SCS DataServices® module, SCS will also have the ability to perform anomaly investigation, data mapping, and detailed reporting on demand, as needed, to prevent or mitigate well field issues.

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 raising or extending well casings and/or risers, replacement of well flex hoses or condensate management system components, repair of blocked LFG pipelines, re-monitoring of wells with operating parameter exceedances, and replacement of non-functional extraction or monitoring wells, condensate pump failure/repairs, loss of flare ignition, 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 2019-20 fee schedule.

Task 3 – Project Management, Meetings and On-call Consulting

SCS will set up communication plans in place to ensure a smooth transition and understanding of the County's goals. Per the scope of work, we will also:

- Be responsible for working with the current operator (Fortistar Methane Group) of the flare and blower station to fully understand all operational aspects and components of the LFGCS, CMS, flare and blower station to ensure that these systems are operational and in compliance during the transition and throughout the duration of the contract. We will also assume 5 onsite meetings prior to the COUNTY giving the operator a Notice of Termination.

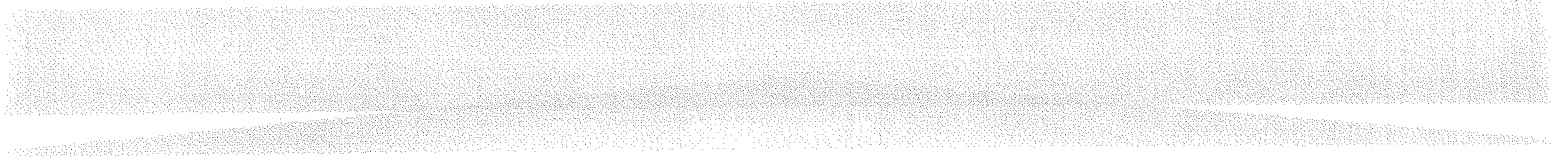
- Set up a monthly conference call with COUNTY staff during the 6-month period.
- Allocation additional time for providing the COUNTY as- needed regulatory consulting support for compliance with permits in Attachments B through D.

6 ESTIMATED COST TO COMPLETE SCOPE OF WORK

Table 1 - Estimated Costs:

Task	Description	Cost Type	Monthly Unit Cost	Total Cost (6 months)
1	Routine Operation and Maintenance of the Landfill Gas Collection System, Condensate Management System, and the Enclosed Flare and Blower Station	Fixed Fee	\$7,560	\$45,360
2	Non-Routine Scheduled Maintenance and Emergency Services	T&M*	N/A	\$30,000
3	Project Management, Meetings and On-call Consulting	T&M*	N/A	\$18,000
Total				\$93,360

*Estimate for budgeting purposes only. Tasks will be billed on a Time and Materials basis based on the attached fee schedule.



Appendix A
SCS Fee Schedule

OM&M AND ENGINEERING FEE SCHEDULE
 (Effective April 1, 2019 through December 31, 2020)

Technical Field Personnel	Rate (\$)/Hour
Laborer	58
Fusion Technician	75
Technician	77
Systems Specialist	80
Equipment Operator	89
Foreman	92
Plant Operator	95
Senior Technician	100
Superintendent	110
Mechanic	115
Senior Superintendent	140
Controls Specialist/Network Engineer.....	160

Management/Support Personnel	Rate (\$)/Hour
Secretarial	55
Project Administrator	73
Field Data Analyst	82
Senior Project Administrator	85
Administrative Coordinator	100
Designer/Drafter	110
Project Coordinator/Accountant	115
Field Project Coordinator	135
Project Professional/H&S Specialist	145
Regional Field Compliance Auditor	165
Controls & Instrument Engineer	165
Product Development Manager	180
System Integrator/Product Manager	185
Developer	185
Project Manager/H&S/National Compliance Manager.....	205
Senior Project Professional	210
Sr. Project Manager	215
Sr. Project Advisor	235
Regional Manager/Project Director	265
National RMC Director	270

Engineering Personnel	Rate (\$)/Hour
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Offices Nationwide (CA-SW, ES No CA)

Clerical	75
Administrative/Secretarial	85
Technician	90
CAD Drafter.....	96
Senior Engineering Technician.....	102
Associate Staff Professional.....	105
Assistant Office Services Manager/Project Administrator	110
Project Analyst.....	114
Office Services Manager/Senior Project Administrator	116
CAD Designer	118
Staff Professional I.....	125
Senior Office Services Manager.....	129
Staff Professional II.....	132
Staff Professional III.....	140
Project Professional I	148
Project Professional II	156
Project Professional III	163
Senior Project Professional I	170
Senior Project Professional II	182
Senior Project Professional III	192
Certified Industrial Hygienist	198
Project Manager I.....	205
Project Manager II.....	215
Senior Certified Industrial Hygienist	224
Project Manager III.....	230
Senior Project/Technical Manager	245
Senior Project Advisor.....	254
Project Director I	260
Project Director II	268
Principals	See Note 7

General Terms

1. Scheduled rates are effective through March 31, 2020. Work performed thereafter is subject to a new Fee Schedule.
2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$60 for up to a half day (4 hours) of use, and \$110 for up to a full day (company cars at \$50/\$90). These charges incorporate an allowance of 100 miles

per job per day; a \$0.35 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.

4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
 5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
 6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
 7. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$275/hour for Principals, \$290 for Vice Presidents, and \$325/hour for Senior Vice Presidents and Senior Executives.
-

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 \$193,360.
- 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, demands, damages, costs, expenses (including but not limited to reasonable attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to the CONTRACTOR to the fullest extent allowable 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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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.

