



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

AGENDA: NOVEMBER 6, 2001

October 25, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
 Santa Cruz, California 95060

**SUBJECT: LANDFILL GAS COLLECTION SYSTEM MONITORING, MAINTENANCE
 AND REPAIRS**

Members of the Board:

In May 2001, the Buena Vista Landfill was issued a new federal Title V permit from the Monterey Bay Unified Air Pollution Control District. This new federal permitting program, administered at the local air district level, addresses recent changes in federal and state laws which require expansion of air pollution control measures to medium to large sized municipal solid waste landfills. The permit contains several new and more stringent landfill gas management requirements that are being added to our environmental management program at the Buena Vista Landfill. These new air pollution control measures, not currently required under our operational permit, include regular scheduled monitoring of surface emissions from the active and closed landfill, 24-hour remote monitoring of the landfill gas destruction equipment, expansion of the gas collection system to capture a higher percentage of the generated gas, installation of new collection wells in response to monitoring results, and more frequent reporting requirements. Plans are currently being finalized for expansion of the gas collection system which is scheduled for bidding this winter. Our deadline for coming into full compliance with this new permit is May 2002.

The new landfill gas management conditions in the Title V permit will require more advanced staff training and experience. We have recently experienced turnover in our environmental compliance staff at the landfill and do not currently have the expertise or experience at the field staff level to fully implement these new permit requirements. In response to this immediate need, we have interviewed and reviewed qualifications of three solid waste consulting firms, including our current solid waste consultant, GeoSyntec, to evaluate its expertise in the area of landfill gas management operation and maintenance services. Based on this interview, we have selected SCS Field Services (SCS) as the most qualified landfill gas field service provider. SCS is a full service solid waste consultant engineering firm; however, they specialize and have a strong reputation in the area of landfill gas management services.

Attached you will find an agreement with SCS for monitoring, maintenance and repairs of the Buena Vista Landfill and Ben Lomond Landfill gas migration and control facilities. This agreement is structured for SCS to initially provide regular landfill gas management services and at the same time train and educate new environmental compliance staff at the landfill. SCS will also be available for emergency repairs and parts supply on an as-needed basis. Over time SCS's role will be reduced to quarterly review of system operations and emergency repairs.

The first year monitoring and maintenance component of this agreement is \$32,920. **An** additional \$15,000 is being added to this agreement to cover emergency system repairs, parts and unscheduled collection well replacements. Sufficient funds are available in the County Service Area No. 9-C, Solid Waste and Recycling Services Budget for this purpose.

It is therefore recommended that the Board of Supervisors approve the attached independent contractor agreement with SCS Field Services for landfill gas collection system monitoring repairs and maintenance, for a total not-to-exceed cost of \$47,920.00, and authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

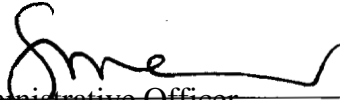


THOMAS L. BOLICH
Director of Public Works

RPM:bbs

Attachments

RECOMMENDED FOR APPROVAL:



~~County Administrative Officer~~

copy to: SCS Field Services
Public Works Department

lgcb.wpd

INDEPENDENT CONTRACTOR AGREEMENT

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THIS CONTRACT is entered into this 6th day of November, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SCS FIELD SERVICES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide monitoring, maintenance and repair services for the County landfill gas collection and treatment systems as outlined in the attached Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Contractor shall receive monthly progress payments in accordance with tasks outlined in the attached Scope of Work. A contingency of \$15,000 is included for emergency repairs, parts and unscheduled replacement of landfill gas collection wells. Contingency funds can only be utilized with prior approval of Public Works for services not specifically outlined in the attached Scope of Work. Payment for services performed, including any approved use of contingency funds shall not exceed \$47,920.

3. TERM. The term of this contract shall be: From Board approval to June 30, 2002"

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the Performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractorequivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____ / _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

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PATRICK MATHEWS
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

PATRICK MATHEWS
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012)

identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR
SCS FIELD SERVICES

By: _____
Director of Public Works

By: Walter P. Ferguson

Address: 4707 Greenleaf Circle, Suite F
Modesto, CA 95356

Telephone: (209) 545-8490

FAX: (209) 545-8391

E-MAIL _____

APPROVED AS TO FORM:

By: Hany A. Oberhelman
Chief Assistant County Counsel
10/25/01

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

RPM:bbs

scsb.wpd

October 12, 2001
File No. F7001

02 80

Mr. Patrick Matthews
County of Santa Cruz
Solid Waste and Recycle Services Division
701 Ocean Street, Room 410
Santa Cruz, California 95060



Subject: **Revised** Operation, Monitoring and Maintenance of the Landfill Gas (LFG) Migration Control Facilities at the Buena Vista and Ben Lomond Landfills, Santa Cruz, California

Dear *Mr.* Matthews:

Pursuant to our site meeting and your recent request, SCS-Field Services (SCS-FS) is pleased to submit the following Scope of Work, Assumptions and Conditions, and Compensation to perform the subject work. As you have indicated, if this work scope/proposal is approved SCS-FS is available to begin services during the month of November/December 2001.

SCOPE OF WORK

Our Scope of Work has been structured to operate, monitor, and maintain the facilities to help control LFG migration such that operational goals and regulatory compliance established by County of Santa Cruz, the system design engineer, local APCD and other regulatory agencies are met. In addition the system will be adjusted to maximize operating hours, flow and Btu's at both the Buena Vista and Ben Lomond facilities. SCS-FS proposes to divide operation, monitoring, and maintenance services into the following categories:

- Initial monthly LFG collection system inspection, evaluation, operation and reporting,
- Routine quarterly operation, monitoring, maintenance and reporting,
- Quarterly surface emissions testing/reporting (Buena Vista site only),
- Non-routine monitoring and repairs.

Initial LFG Collection System Inspection, Evaluation, Operation and Reporting

The initial work will be performed during the first three (3) months of service (for each site).

Field Activities -

SCS-FS will perform a complete LFG collection and flare system inspection and evaluation. This work will include two (2) complete LFG extraction wellfield testing and adjustment events per month. LFG collection system main and lateral pipelines and vacuums will be tested and inspected for blockages/leakages. Condensate pump stations and all associated air and liquid transmission pipelines will be



inspected for proper operation, blockages/breakages.

Reporting - Upon completion of the initial LFG collection system inspection and testing. SCS-FS will prepare and submit a report including our observations, recommendations, blower flare station, extraction well and other system monitoring data.

Quarterly Routine Operation, Monitoring, and Maintenance

Subsequent to completion of the first 3 months of initial system evaluation and operation, SCS-FS will implement the following routine quarterly operation, monitoring, and maintenance program (for each site). Routine operation, monitoring, and maintenance will be accomplished via the following:

Monitoring--

- Quarterly- Once each quarter, the Blower/Flare Stations (BFS) will be monitored. Data will be collected, recorded, and stored in a computer database for the following:
 - date, time and monitoring personnel,
 - meteorological conditions (i.e. wind velocity, barometric pressure, ambient temperature, weather conditions, etc.),
 - extraction blower operating inlet/outlet temperatures and pressures,
 - methane, oxygen, carbon dioxide, and nitrogen gas concentrations at flare inlet,
 - flare exit gas temperature,
 - LFG flow rate to flare,
 - flare combustion louver and flow control valve positions,
 - supply air pressures to BFS components and condensate handling systems,
 - gauge LFG condensate storage tank level and injection rates,
 - check air compressors and oil level;
 - check pilot ignition system propane storage tank level.

Operation--

- Quarterly - Once each quarter, the LFG extraction wells and BFS total flow will be adjusted ~~as~~ required to help control LFG migration, maximize Btu's and total flow, odors, and meet specific site permit and regulatory agency requirements and conditions. In addition to the parameters below, SCS-FS will document testing protocols and instrumentation calibration. Each extraction well will be tested for the following:
 - meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.)
 - LFG temperature,
 - wellhead vacuum,
 - LFG flow (where applicable),
 - methane, oxygen, carbon dioxide, and nitrogen gas concentrations.
- Once each quarter, main pipeline access ports (where applicable) will be tested for pressure. The results will also be stored in a computer database and analyzed for long-term trends (i.e. pressure drops indicating possible condensate blockages, breakage, etc.).

Maintenance--

- * Quarterly - Once each quarter, condensate traps/sumps (including pumps, air supply lines, etc.) will be checked and observed for condensate levels and proper operation.
- Once each quarter, (if applicable) the oil for the air compressors will be checked, filters will be inspected, cleaned and replaced (as needed), belts will be checked and adjusted, and liquids manually bled from system components (where applicable), in accordance with the manufacturers' specifications.

- Once each quarter, the operation of LFG control system blowers, flame arresters, flares (including burner heads), well field, condensate sumps/pumps, and strip-chart recorders will be observed and checked for the following:
 - proper operation,
 - accessibility,
 - vandalism,
 - malfunctions,
 - leaks,
 - check condensate levels and proper pneumatic pump operation.
- Once each quarter, active/inactive blower operation will be rotated.
- Once each quarter, proper operation of the automatic dialer systems, alarm signal inputs (i.e. flame failure, etc.), and BFS controller set points will be verified.
- Once each quarter, all the alarm signals (i.e. blower failure, flame failure, low/high temperature, etc.) will be simulated for proper operation and notification. During alarm simulation activities (when applicable) the alarm sensing equipment will be calibrated in accordance with the manufacturers' specifications.
- Once each quarter, the flare **W** scanner will be observed for proper operation and cleaned in accordance with manufacturers' specifications.
- Once each quarter, the blowers (and electrical motor) bearings will be lubricated in accordance with the manufacturers' specifications.
- Once each quarter, the flame arrester will be observed and checked.

Reporting-

Once each quarter (for each site), SCS-FS will prepare a detailed report for the County of Santa Cruz containing the data collected, equipment calibration logs, recommendations and a *summary* of activities performed on the projects during the reporting period. Maintenance repairs and/or system modifications will be recommended as required.

Quarterly LFG Collection System Data Quality Assurance

Subsequent to completion of the first 3 months of initial system evaluation and operation, SCS-FS will implement the following data quality assurance review program for each site via the following:

- Quarterly - Two months per quarter, (for each site) **SCS-FS** will perform data quality assurance review of LFG extraction wells and BFS monitoring performed by county field personnel. A brief report with our comments and recommendations will be submitted to the County.

Quarterly Surface Emissions Monitoring and Reporting

SCS-FS will perform quarterly surface emissions monitoring and reporting (Buena Vista site only) via the following:

- Quarterly - Surface monitoring (and instruments utilized) will be performed in accordance the Buena Vista site Title V permit requirements. The monitoring event will be performed during each quarter, weather permitting. SCS-FS will perform landfill surface emissions monitoring over the entire landfill surface, which consists of up to approximately 75 surface acres (excluding active work areas, steep slopes, or other inaccessible/unsafe areas). A portable wind station will be temporarily erected at a representative location at the landfill to document compliance with meteorological conditions during the monitoring events. Monitoring will be performed a minimum of 72 hours after the latest rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour. Surface emissions monitoring will be performed on 30-meter grids over the entire landfill surface. Monitoring will be performed with the detector inlet held 5 to 10 centimeters above the ground surface. Any locations exceeding 500 parts per million above established background will be recorded and stake marked. During these activities, the landfill cover/surface will be visually inspected for integrity, breaches, or erosion.

Reporting-

- * Quarterly - A detailed written report summarizing the results of monitoring activities will be provided to the County within 30 days of the surface emissions testing events.

Non-Routine Monitoring and Repairs

Non-routine monitoring and maintenance consists of corrective repair or maintenance work identified during the routine site visits or by county personnel. Non-routine maintenance may include, but is not limited to, the following:

- raising of wellheads, lateral, or header lines,
- repair or replacement of non-functional condensate sump components, lateral and header lines,
- replacement of non-functional extraction or monitoring wells,
- assistance with APCD or regulatory site inspections,
- flare stack emission source testing,
- response to emergency call-outs by the Automatic Dialer System (ADS) or county personnel,
- loss of gas flow or flare ignition,
- repair of damaged main pipelines (resulting in no gas flow to the BFS).
- air compressor manufacturers' service.

ASSUMPTIONS AND CONDITIONS

The Assumptions and Conditions for the Scope of Work are presented in Attachment A.

COMPENSATION

Initial LFG Collection System Inspection, Evaluation, Operations and Reporting - as described in the Work Scope, will be performed on a lump sum amount as follows:

- Buena Vista \$2,695 per month
- Ben Lomond \$2,695 per month
- Total Budget \$16,170 (3 months)

Routine Quarterly Operation, Monitoring, Maintenance and Reporting - as described in the work scope, will be performed on a lump sum amount as follows:

- Buena Vista \$1,695 per quarter
- Ben Lomond \$1,195 per quarter
- Total Budget \$8,670 (3 quarters)

Quarterly LFG Collection System Data Quality Assurance Review

As described in the Work Scope, will be performed on a lump sum amount **as** follows:

- Buena Vista \$275 per month
- Ben Lomond \$275 per month
- Total Budget \$3,300 (3 quarters)

Quarterly Surface Emissions Monitoring and Reporting

As described in the Work Scope, will be performed on a lump sum amount as follows:

- Buena Vista \$1,195
- Total Budget \$4,780 (4 quarters)

- Total Annual Budget for both sites will be \$32,920

Non-Routine Monitoring and Repairs - as described in the work scope, will be performed on a time and materials basis in accordance with our most current Standard Fee Schedule (presented in Attachment B). It is not known at this time the occurrence or extent of repair work that might be required. As needed, SCS-FS will provide the County a time and materials not to exceed or lump sum estimate for the specific corrective repair or maintenance work identified during the routine site visits. The work would only proceed subsequent to authorization from the County.

Mr. Patrick Matthews
 October 12, 2001
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Please feel free to contact Mr. Arthur Jones or either of the undersigned if you have any questions. SCS-FS appreciates the opportunity to submit this proposal and is ready to commence services immediately. We are committed to providing the County of Santa Cruz the best service.

Very truly yours,



Anton Z. Svorinich
 Project Manager



Galen Petoyan
 President
 SCS FIELD SERVICES

AZS:dfc
 Proposal/BuenaVistaF7001

NO.	ROUTE DATA	COPY	ATT.
1	DIRECTOR		
2	ASST DIR SPEC SVCS	✓	
3	SOLID WASTE ENG.	✓	✓
	LANDFILL OPERATIONS		
	PAJARO COORD.		
	DRAINAGE ENG.		
	DRAINAGE OPERATIONS		
	CONSTRUCT. ENG.		
	ASST DIR DEV SVCS		
	SANITATION ENG.		
	WATER & WASTEWATER SURVEY / DEVELOPMT.		
	ASST DIR TRANSPORT		
	ROAD OPS. ENG.		
	PERMITS / ENCROACH.		
	RD. MAINT. OPERATIONS		
	RDA ENG.		
	ROAD DESIGN ENG.		
	TRANSP / RD. PLANNING		
4	DIR OF ADMIN SERVICES	✓	
	REAL PROPERTY / FLEET		
	CSA / PRGM ADMIN.		
	SAFETY OFFICER / LIVE OAK P.		
	PERSONNEL / MIS		

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ATTACHMENT A
ASSUMPTIONS AND CONDIITONS

Attachment A
Assumption and Conditions
For the Buena Vista and Ben Lomond Landfills
Santa Cruz, California
October 12,2001

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1. SCS-FS will be responsible for LFG collection and flare system operation, monitoring, and maintenance as described in this proposal. The Buena Vista system consists of approximately **57** extraction wells, 2 condensate pump stations, 1 callidus flare and appurtenant electrical panels and controls. The Ben Lomond system consists of approximately 28 extraction wells, 1 condensate sump station, 1 John ~~Zirk~~ flare and appurtenant electrical panels and controls.
2. The on-site automatic dialer alarm system will immediately notify the County or SCS-FS of a Blower/Flare Station shutdown. Response to shutdowns or callouts can be performed under the non-routine services section of this proposal.
3. All routine operation, monitoring, and maintenance can be completed by a one man field crew; all monitoring and adjustment of extraction wells can be accomplished without entering vaults greater than **4** feet deep.
4. This bid price is valid for a period of **45** days from the date of this submittal.
5. SCS-FS will not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.
6. SCS-FS takes no legal responsibility for any of the potential hazards associated with the LFG condensate.
7. Flare emission testing or other analysis that may be required by the APCD or other regulatory bodies, can be performed under the non-routine monitoring and repair service section of this proposal.
8. Meetings with APCD or other regulatory bodies is considered non-routine work.
9. The routine portion of **this** proposal does not include cost for repair and/or replacement spare parts or materials (e.g., propane, chart paper, oil/grease, belts or filters).
10. The Client is responsible for ensuring that SCS-FS and **County** personnel are the only parties designated to operate or adjust the subject facilities.
11. Unrestricted site access for personnel, equipment, and materials to enable completion of work.

Attachment A
Assumptions and Conditions
For the Buena Vista and Ben Lomond Landfills
Santa Cruz, California
October 12,2001
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12. The work will be performed in accordance with the GRCDA/SWANA Landfill ~~Gas~~ Division Health and Safety Task Force, "A Compilation of Landfill ~~Gas~~ Laboratory and Field Practices and Procedures," dated March 1992. The work will be performed in OSHA Level D protection (including hard hat and safety vest). Any additional health and safety requirements may cause an increase in our price.
13. At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to SCS-FS, nor shall any provision of an ensuing Agreement be interpreted to permit SCS-FS to assume the status of a "generator", "transporter", or "treatment, storage, or disposal facility" under state or federal law.
14. The Client will provide SCS-FS, prior to start of work, available information regarding manufacturer's operation and maintenance documents, design engineer operation and maintenance requirements, and any other applicable regulatory agency operating requirements.
15. Laboratory services or flare emissions testing (if required) are by others.
16. SCS-FS shall be responsible for providing the necessary portable field instrumentation and small hand tools required to support the performance of the Scope of Services.
17. Routine service will be performed during normal working hours (between the hours of 8:00 a.m. and 5:00 p.m.), 8 hours per day or 40 hours per week, **5** days per week, excluding holidays.
18. This proposal (bid) and Assumptions and Conditions shall become a part of a mutually agreeable contract and/or purchase order.
19. This proposal assumes the utilization of non-union, non-prevailing wage labor rates.
20. Our routine services does not include quarterly/annual cost for air compressor service by the manufacturer. This work can be performed under the Non-routine section of this proposal.
21. Routine surface emissions testing costs assume that each quarterly event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of SCS-FS's control require more than one mobilization.

Attachment A
Assumptions and Conditions
For the Buena Vista and Ben Lomond Landfills
Santa Cruz, California
October 12,2001
Page 3

- 22.** Landfill site drawings for reporting surface scan monitoring results will be provided by the County. If additional drawings are needed and/or requested by the ~~County~~, SCS-FS can provide them under the non-routine section of this proposal.

ATTACHMENT B
STANDARD FEE SCHEDULE

SCS FIELD SERVICES

SCS FIELD SERVICES, INC.
STANDARD FEE SCHEDULE
(Effective July 1,2001, through June 30,2002)

<u>Technical Field Personnel</u>	<u>Rate/Hour</u>
Laborer32
Technician.....	.38
Fusion Technician.....	45
Equipment Operator.....	.50
Plant Operator52
Sr. Technician/Foreman	54
Superintendent.....	68
Sr. Superintendent.....	...82

<u>Management/Support Personnel</u>	<u>Rate/Hour</u>
Secretarial	42
Purchasing Administrator44
Project Agent62
Project Manager95
Regional Manager/Project Director	100

GENERAL TERMS:

1. Labor rates are in effect until June 30,2002. 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 12 percent. (Automobile mileage cost is \$0.35 per mile. Truck mileage is \$0.50 per mile.)
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, Inc. invoices for services performed will not be contingent upon the Client's receipt of payment from other parties. Client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services, Inc. in collecting any amounts past due and owing on Client's accounts.



5. Standard billing rate for Principals is \$170 per hour, for President, \$130 per hour, and for Vice President, \$115 per hour. 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 on-going project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services, Inc. 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 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 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 Client at cost plus 12 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services, Inc., Standard Fee Schedule for Equipment and Analysis.

SCS FIELD SERVICESSCS FIELD SERVICES, INC.
STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
(Effective July 1, 2001 through June 30, 2002)

GEM 500 Gas Analyzer	\$ 60/day
GA-90 Gas Analyzer	\$ 40/day
Gas-Tech IP204 Gas Analyzer O₂ ,	\$ 15/day
Gas-Tech NP204 Gas Analyzer CH₄ ,	\$ 35/day
Gas-Tech GX3N Gas Analyzer CH₄/O₂	\$ 45/day
Gas-Tech 1939-OX Hydrocarbon Surveyor CH₄/O₂	\$ 40/day
Gas-Tech 3220-HS Gas Analyzer O₂/H₂S/CH₄	\$ 45/day
Gas-Tech GT-302 Gas Analyzer O₂/H₂S	\$ 45/day
Gas-Tech GT-402 Gas Analyzer O₂/H₂S/CO₂	\$ 45/day
Gas-Tech Tritector Gas Analyzer O₂/H₂S/Combustibles	\$ 45/day
Magnehelic Pressure Set	\$ 15/day
Kurz Air Velocity Meter	\$ 35/day
Digital Readout Thermocouple	\$ 25/day
Gastech Detector Tubes	\$ 5/each
Metal Bellows Vacuum Pump	\$ 35/day
Bar punch	\$ 10/day
Fisher M95 Metal Detector	\$ 30/day
Dewatering Pump (Trash Pump)	\$ 45/day
Generator Set (110/220 VAC)	\$ 45/day
OVA Flame ionization Detector	
-Daily Rate	\$100/day
-Weekly Rate	\$400/week
-Monthly Rate	\$1200/month
Hnu Tip Vapor Analyzer	
-Daily Rate	\$ 75/day
-Weekly Rate	\$300/week
-Monthly Rate	\$900/month
Air Sampling Station	
-Daily Rate	\$ 40/day
-Weekly Rate	\$175/week
Weather Station	
-Daily Rate	\$ 40/day
-Weekly Rate	\$175/week
Portable Field Gas Chromatograph	
-Daily Rate	\$100/day
-Weekly Rate	\$400/week



Transit

-Daily Rate	\$ 15/day
-Weekly Rate	\$ 75/week
-Monthly Rate	\$250/month

Level

-Daily Rate	\$ 10/day
-Weekly Rate	\$ 50/week
-Monthly Rate	\$150/month

Pipe Laser

Daily Rate	\$ 45/day
Weekly Rate	\$195/week
Monthly Rate	\$575/month

Trailer Mounted Water Sampling Equipment

Weekly Rate	\$800/week
Monthly Rate	\$3,000/week

Mobile Blower/Flare Station

-Daily Rate	\$200/day
-Weekly Rate 24 hrs/day, 7 days/week	\$500/week
-Monthly Rate	\$3,000/month

PAS 3000 *Air* Sampling Pump \$ 25/day

Non-Contaminating *Air* Sampling Pump \$ 25/day

Fyrite Carbon Dioxide Indicator \$ 15/day

Interface Probe \$ 50/day

Submersible Pump \$ 35/day

Water Level Indicator \$ 25/day

Teflon Well Bailer \$ 10/day

Minuteman Drill Rig (excluding operator) \$50/hour

Tool/Pick-Up Truck \$100/day

No. 28 P.E. Fusion Machine (2" -8") \$150/day

No. 14 P.E. Fusion Machine (1"-4") \$ 75/day

412 Fusion Machine (4"-12") \$225/day

618 P.E. Fusion Machine and Tool Truck (6" -18") \$300/day

Sidewinder Fusion Machine \$100/day

Air Compressor \$ 35/day

Arc Welder \$ 60/day

Generator (5000 Watt) \$ 60/day

Isolation Pinch Off Tools \$ 60/day

Leister Extrusion Welding Gun \$ 60/day

Plate Compactor \$ 50/day

Safety Equipment

 -Tyvek Suit - each \$ 10/ea

 -Polyethylene suit - each \$ 15/ea

-Nitrile gloves - per pair	\$ 10/ea
-PVC Gloves - per pair	\$ 10/ea
-Rubber booties - per pair	\$ 10/ea
-Organic Vapor Cartridges - per pair	\$ 15/ea
-Organic Vapor/Acid Cartridges - per pair	\$ 20/ea
-Cartridges pre-filters - per pair	\$ 10/ea
-Full face respirator - each	\$20/day
-Half face respirator - each	\$15/day
-Ventilator/manhole blowers	\$20/day
-Parachute harness	\$ 5/day
-Tripod	\$ 30/day
-SCBA	\$ 30/day

General Terms:

1. Rates are in effect until June 30,2002. 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. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if **3** magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be \$15/day.
5. Shipping, supplies, equipment rental, materials, vehicle mileage, and ~~other~~ non-labor equipment costs or direct costs are billed at cost plus 12percent.
6. Automobile mileage cost is \$0.35 per mile; pick-up truck mileage is \$0.50 per mile.
7. Equipment rented will be charged portal-to-portal from SCS Field Services, Inc. offices. Renter is responsible for return charge.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3		DATE 10/22/2001
PRODUCER 877-559-6763 Willis North America, Inc. - Regional Cart Center 11201 A. Tatum Blvd. Suite 300 Phoenix, AZ 85028	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED SCS Field Services, Inc. 3rd Floor 4014 Long Beach Blvd. Long Beach, CA 90807	INSURER A: Zurich American Insurance Company (27855-700)	
	INSURER B: American Guarantee & Liability Insurance (26247-001)	
	INSURER C: Commerce and Industry Insurance Company (19410-001)	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL0804440407	04/01/2001	04/01/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	(VA) BAP804555707 (AOS) BAP804440507	04/01/2001 04/01/2001	04/01/2002 04/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The Proprietor/ Partners/Executive Officers are Included OTHER	AOS 9387571 NJ 9387570 CA 9387569	10/01/2001 10/01/2001 10/01/2001	10/01/2002 10/01/2002 10/01/2002	<input checked="" type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The certificate holder is named as additional insured under the General Liability coverage per the attached endorsement. This insurance is primary.

SCS Job No. 07201057.00
Location: Santa Cruz, CA
Re: Landfill Gas Monitoring - Santa Cruz Landfills

CERTIFICATE HOLDER County of Santa Cruz - Dept. of Public Works Solid Waste and Recycling Services Div. 701 Ocean Street Attn: Patrick Matthews Santa Cruz, CA 95060	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will, <u>30</u> days written notice to the certificate holder named to the left, notify the certificate holder by first class mail or by personal delivery to the certificate holder's last known address. AUTHORIZED REPRESENTATIVE <i>P.R. Johnson</i>
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54

Willis		CERTIFICATE OF LIABILITY INSURANCE Page 2 of 3		DATE 10/22/2001
PRODUCER	877-559-6769	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Willis North America, Inc. - Regional Cert Center 11201 N. Tatum Blvd. Suite 300 Phoenix, AZ 85028		INSURERS AFFORDING COVERAGE		
INSURED	SCS Field Services, Inc. 3rd Floor 4014 Long Beach Blvd. Long Beach, CA 90807	INSURERA: Zurich American Insurance Company (27855-700)		
		INSURERB: American Guarantee & Liability Insurance (26247-001)		
		INSURERC: Commerce and Industry Insurance Company (19410-001)		
		INSURERD:		
INSURERE:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Santa Cruz, its officials, employees, agents are added as additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be **endorsed**, A statement on this certificate **does** not confer rights to the certificate holder in lieu of such **endorsement(s)**.

If **SUBROGATION IS WAIVED**, **subject to** the terms and conditions of the policy, certain policies may require an endorsement A statement **on** this certificate **does** not confer rights to the certificate holder **in lieu** of such **endorsement(s)**.

DISCLAIMER

The **Certificate** of Insurance on **the** reverse side of this form **does** not constitute a contract **between** the issuing **insurer(s)**, authorized representative or producer, and the certificate holder, nor **does** it affirmatively or negatively amend, extend **or** alter the coverage afforded **by the** policies listed thereon.

0301

POLICYNUMBER: GLO 8644404-07

COMMERCIAL GENERAL LIABILITY

CG 20 10 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY THOSE ENTITIES WITH WHOM THE NAMED INSURED EXECUTES
A WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0302

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: *[Signature]* (Signature) 10-22-01 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
SCS FIELD SERVICES
and 4707 GREENLEAF CIRCLE, SUITE F, MODESTO, CA 95356 (Name/Address)
- The agreement will provide for monitoring, maintenance and repair of County landfill
gas control systems.
- Period of the agreement is from Board Approval to June 30, 2002
- Anticipated Cost is \$ 47,920.00 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: Contract \$47,920; Overhead \$3,354.40; Total \$51,274.40

5. Detail: On Continuing Agreements List for FY - . Page CC- Contract No: OR 1st T i Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110 ! 51310 ! 3545 ! \$37,920 3590 (Index) \$10,000 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered. Contract No: 12629

are not will be encumbered. By: *[Signature]* Date: 10/24/01

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of
Public Works (Department/Agency)

Date: _____ By: _____
County Administrative Office

RPM :bbs

Distribution:

Board of Supervisors - white
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

54 ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC1 ID	\$	Amount	Index	Sub object	User Code
Auditor Description					