

ORIGINAL

Stratus Environmental, Inc.

Landfill Gas Compliance Monitoring and Reporting

AGREEMENT FOR SERVICES #2874

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Stratus Environmental, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3330 Cameron Park Drive, #550, Cameron Park, California 95682 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Environmental Management Department in providing leachate mound pumping, reporting services, and landfill gas compliance monitoring in accordance with County of El Dorado Air Quality Management District Permits 10-625, 10-1400, and 13-1395 (AQMD Permits), Assembly Bill 32 (AB32), and the Local Enforcement Agency (LEA);

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Environmental Management Department by providing collection system repairs and maintenance work at the Union Mine Disposal Site (Landfill) on an as-needed basis;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, equipment, and services necessary to provide landfill gas compliance monitoring and reporting services for the Union Mine Disposal Site. Services shall include, but not be limited to, those

tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with Tasks 1 – 5 specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to Tasks 1 – 5 of the Scope of Work identified in Exhibit A, hereto, this Agreement also includes Task 6, General Assistance. Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work, which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator or designee, prior to commencement of any work related to Task 6. County's Contract Administrator or designee will issue a separate memorandum (may consist of an email) to Consultant for any work to be provided under this Task. No payment will be made for any Task 6 work performed prior to the date of the memorandum.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

ARTICLE II

Term: This Agreement shall become effective on May 22, 2018 and shall expire one (1) year thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the

various tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks identified therein, subject to County's Contract Administrator's written approval. Direct costs and mileage are included in the budget of each of the tasks. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Travel time shall be charged in accordance with the personnel charges identified in Exhibit B, up to a maximum of eight (8) hours per day.

Other direct costs including special reproductions, delivery charges, equipment rental, and other outside services authorized herein, shall be invoiced at Consultant's cost plus ten percent (10%) markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$42,755.00, inclusive of all costs, expenses, and work issued by memorandum.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services and Tasks billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Standards for Work: Consultant shall strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. Consultant's services for landfill gas monitoring and reporting work shall be performed in accordance with the rules, regulations, and guidelines set forth in AQMD Permits; AB 32 regulations that are included in Title 17 of the California Code of Regulations, Sections 95460 – 95476; and the LEA.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans (including digitized plans), specifications, estimates, compilations, photographs, videos and any and all other materials for data produced or obtained as part of the Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Consultant's Project Manager: Consultant designates Robert Kull, Principal Engineer, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager, without prior written approval by County's Contract Administrator.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Environmental Management Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XIII

Payment of Prevailing Wages: Consultant shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Community Development Service's principal office and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all

work done hereunder, and Consultant and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE XIV

Registration of Contractors: No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at

least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Director

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stratus Environmental, Inc.
3330 Cameron Park Drive, #550
Cameron Park, California 95682

Attn.: Jay R. Johnson, President

or to such other location as Consultant directs.

ARTICLE XIX

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement,

but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein:
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXVI

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Licenses: Consultant hereby represents and warrants that Consultant has all the applicable licenses, permits, and certifications that are legally required for Consultant to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Community Development Services, Environmental Management Department or successor.

ARTICLE XXXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


ARTICLE XXXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

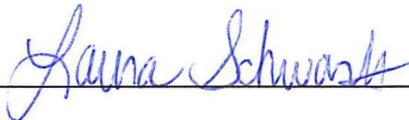
Requesting Contract Administrator and Department Concurrence:

By: 
Greg Stanton, REHS
Director
Community Development Services
Environmental Management Department

Dated: 5/8/2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 5/11/18



Purchasing Agent
Chief Administrative Office
"County"

-- STRATUS ENVIRONMENTAL, INC. --

By: 

Dated: 5-2-18

Jay R. Johnson
President and CEO
"Consultant"

By: 

Dated: 5/2/18

Gowri Kowtha
Corporate Secretary

Stratus Environmental, Inc.

Exhibit A

Scope of Work

Consultant shall accomplish the work necessary for compliance with the current AQMD Permits for the Union Mine Landfill and the AB-32 regulations that are included in Title 17 California Code of Regulations (CCR) sections 95460 through 95476. The work shall include but not be limited to the following:

Task 1 – Leachate Mound Pumping

Consultant shall use a portable submersible electric pumping system to remove leachate from gas extraction wells as necessary. During the wet season, the gas well leachate levels may rise above the top of the well screen and obstruct the flow of gas. Consultant shall pump down the mounded leachate as necessary to restore gas flow from the well. Any leachate removed from the gas well shall be temporarily contained on Consultant's trucks and discharged into the Class II Impoundment.

Task 2 – Monthly Wellhead Monitoring

Consultant shall monitor the 23 Landfill gas extraction wells for the permit-required parameters. Consultant shall confirm with County's Contract Administrator (CA), or designee, that the gas control systems are operational before mobilizing to the site to complete the routine monitoring tasks. Routine monitoring schedules shall be provided to County upon request. Once per month, all of the Landfill gas wells shall be monitored for the following parameters using a Landtec GEM 200 instrument or equivalent. The instrument shall be field calibrated before each use and factory calibrated at the recommended intervals.

- Wellhead pressure (static);
- Methane concentration (percent);
- Carbon dioxide concentration (percent);
- Oxygen concentration (percent);
- Nitrogen concentration (percent); and
- Landfill gas temperature (°Fahrenheit).

Monitoring results that meet the permit criteria shall be logged as they are measured. Wellheads not meeting the 37-2 criteria, or other site specific requirements, shall be identified in the field and corrective action initiated. Consultant shall use tape, caulk, and/or tools to repair and tighten wellheads where the oxygen or pressure is not within specifications. Vacuum to the wellheads may also be increased. These wells shall be immediately retested and the data recorded. Wellheads that cannot be field repaired shall be verbally reported to County's CA, or designee, within twenty-four (24) hours. The monthly monitoring results shall also be summarized in a spreadsheet and transmitted within two (2) weeks of collection via electronic mail to County's CA, or

designee. Wells that cannot be field-repaired as described above shall be highlighted in the transmittal. Consultant shall also maintain a binder of landfill gas monitoring data at County's office on-site at the Union Mine Wastewater Treatment Plant. The binder shall be updated each month. Costs to complete re-monitoring of wells that are not within specification and cannot be field-repaired as described herein are excluded from this task. Re-monitoring work shall be completed under Task 6 – General Assistance, below.

Deliverables: Summary of monthly monitoring results spreadsheet submitted electronically to County's CA or designee within two (2) weeks of collection.

Task 3 – Quarterly Landfill Surface Emission Monitoring

Consultant shall monitor the surface of the Landfill along approximately 25-foot intervals in 50,000 square foot grids across the Landfill using Title 17, CCR Section 95471-compliant Trimble SiteFID™ Landfill Gas Monitors or approved equivalent per CCR Section 95471 (a). Surface emission testing shall be completed quarterly and measurements shall be logged as they are collected. Local wind speed data for each monitoring period shall also be measured and recorded. Monitoring results shall be summarized and reported with the monthly monitoring data described in Task 2 – Monthly Wellhead Monitoring, above. Any instantaneous or integrated Landfill surface exceedance shall be verbally reported to County's CA, or designee, within twenty-four (24) hours of recording the measurement. Following corrective action performed by County, re-monitoring of areas where surface emission exceedances were recorded shall be performed within the required regulatory time frames.

Costs for this task include the instantaneous and integrated surface monitoring conducted following the guidelines outlined in Appendix D of the AB-32 regulations. The cost estimate provided in Exhibit C assumes that environmental conditions will be within the regulatory specified criteria when the work is performed. Costs to return to the site if conditions change during the monitoring are not included in this estimate. Costs to complete any necessary re-monitoring work shall be completed under Task 6 – General Assistance, below.

Deliverables: Quarterly surface emission and local wind speed monitoring results shall be included in the monthly monitoring results.

Task 4 – Quarterly Perimeter Probe Testing and Component Leak Testing

Consultant shall monitor the ten (10) perimeter probes and two (2) Landfill structures once per quarter using the instrumentation described above or equivalent. Testing shall be performed in conjunction with a routine monthly visit. Measurements shall be logged as they are collected and compared to the criteria enforced by the California Department of Resources Recycling and Recovery (CalRecycle). Measurements in excess of the criteria shall be verbally reported to County's CA, or designee. Consultant shall also perform leak tests on components under positive pressure that contain Landfill gas once per quarter. Pipes, flanges, fittings, valves, sample ports, and

connectors between the blower and the flare shall be tested. Results shall be summarized and included in the monthly monitoring reports.

Deliverables: Summarized quarterly leak test results shall be included in the monthly monitoring report.

Task 5 – Annual Reporting

Consultant shall prepare an annual report as required by Title 17, CCR section 95470(b)(3). The annual reporting budget assumes that County will comply with all of the recordkeeping requirements included in Section 95470(a) and provide Consultant with all the data necessary to prepare the report. Consultant shall compile the report and insert the required monitoring data from the Tasks described above. The annual report shall be prepared for submittal by March 15, 2019 as required by the regulations.

Deliverables: Annual Report

Task 6 – General Assistance

The purpose of this Task is to cover any necessary collection system repairs, flare repairs, microturbine repairs, sampling, maintenance work, re-monitoring work that may be required, or any other landfill LFG needs as required to stay in permit or regulation compliance. Consultant shall not commence any work under this Task without prior written approval (may consist of an email) from County's CA, or designee. Consultant shall notify County's CA, or designee, when re-monitoring is required and request authorization to use the Task 6 – General Assistance budget. Consultant shall prepare and submit specific cost estimates for any necessary re-monitoring work upon request by County's CA, or designee.

SCHEDULE

Consultant shall initiate work on Tasks 1 – 5 within two (2) weeks of receiving the fully-executed Agreement. Work tasks shall be completed in accordance with the requirements of the Permits and the AB-32 regulations.

Stratus Environmental, Inc.

Exhibit B

Rate Schedule

All of Consultant's services, inclusive of any and all General Assistance tasks issued pursuant to this Agreement, shall be in accordance with the following rates.

Personnel:

Classification	Hourly Rate
Principal Engineer/Geologist	\$165.00
Senior Engineer/Geologist	\$139.00
Project Engineer/Geologist	\$119.00
Staff Engineer/Geologist	\$99.00
Project Manager	\$139.00
Senior Technician	\$92.00
Technician	\$79.00
Drafts Person	\$73.00
Clerical	\$59.00

Equipment:

Description	Daily Rate
Landtec GEM 2000*	\$150
Anemometer	\$100
Trimble Site FID*	\$200
Pump/Converter/Generator Package	\$175
Water Quality Meter	\$75

* Rented Equipment, subject to markup

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

Rented Equipment and Other Direct Costs Markup

Any rented equipment and other direct costs, including but not limited to, printing and reproduction, shall be invoiced at Consultant's cost, with a maximum markup amount of ten percent (10%), for the services rendered. Any invoices that include rented equipment and/or other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Stratus Environmental, Inc.

Exhibit C

Cost Estimate

Task	Description	Cost
1	Leachate Mound Pumping	\$558.00
2	Monthly Wellhead Monitoring	\$20,196.00
3	Quarterly Landfill Surface Emission Monitoring	\$9,648.00
4	Quarterly Perimeter Probe Testing and Component Leak Testing	\$1,980.00
5	Annual Reporting	\$5,373.00
6	General Assistance	\$5,000.00
Total Cost Estimate		\$42,755.00

All expenses and their distribution among the Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed amount of the Agreement. In the performance of the Scope of Work to be provided in accordance with this Cost Estimate, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks identified herein subject to County's Contract Administrator's prior written approval. Equipment costs, equipment rental costs, and other direct costs and mileage are included in the estimates for each Task. In no event shall the total not-to-exceed amount of the Agreement be exceeded.