



**COUNTY OF EL DORADO**  
**Procurement & Contracts**

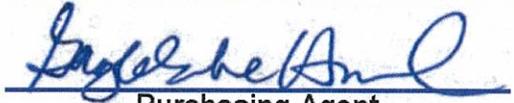
ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSAL #09-961-119**

**DUE: 3:00 PM – June 26, 2009**

Sealed Proposals must be clearly marked on the outside of the package with:

**“RFP #09-961-119 MAILROOM DO NOT OPEN”**

  
Purchasing Agent

**DEVELOPMENT OF A LANDFILL GAS UTILIZATION PROJECT**  
**At Union Mine Landfill**

The County of El Dorado Office of Procurement and Contracts, through its Environmental Management Department (also referred to as “County”), is requesting proposals from qualified firms for either 1) the landfill-gas development rights at the Union Mine Disposal Site or 2) the conversion of landfill-gas to electricity and/or bio-fuel or 3) both the landfill-gas development rights and the conversion of landfill-gas to electricity and/or bio-fuel.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

**Table of Contents**

- I. **Background**
- II. **Scope of Services**
- III. **Proposal Content**
- IV. **Proposal Submittal**
- V. **Proposers' Questions**
- VI. **Public Records Act**
- VII. **Valid Offer**
- VIII. **County's Rights**
- IX. **El Dorado County Website Requirements**
- X. **Evaluation**
- XI. **Award**
- XII. **Business License Requirement**
- XIII. **Public Agency**

Exhibits:     **“A” Sample Agreement for Services**  
                  **“B” Union Mine Landfill - Gas Production Summary**

**Notice to Proposers**

***The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at***

<http://www.edcgov.us/Contracts/bidresults.asp>

***RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.***

- I. **Background:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.

**Location:** Union Mine Disposal Site is located at 5700 Union Mine Road, approximately 3 miles south of the town of El Dorado, CA.

**Climate Conditions:** The disposal site is located in an area with moderately rainy winters and hot, dry summers. The average annual rainfall is approximately 38.7 inches per year, nearly all of which falls during November through April.

**Land Use:** The existing disposal site is situated in a canyon with rugged, steep topography and covers approximately 321 acres owned by the County. The area surrounding the site to the north, east, and west rises steeply in elevation and features a variety of ridges, canyons, and hillsides while to the south the land generally decreases in elevation but also features a variety of ridges, canyons, and hillsides. The elevation of the current active disposal area ranges from 1,180 to 1,280 feet MSL.

**Operating History:** The site of the landfill and the area around the site was extensively mined for gold from 1850 to 1940, and the site is underlain by underground workings from the Church and Union Mines. The site was operated as an illegal refuse dump as early as 1940. The County obtained the site in 1962 and operated the facility as an open burn dump until 1969, at which time it was converted to a sanitary Class III landfill. The Class III landfill, approximately 35 acres, operated until 1998, at which time it was closed to the public. The Class III portion of the landfill has undergone final closure.

In addition to the closed Class III landfill there is also a 6 acre Class II active cell. This area is closed to the public and receives only sludge cake from the onsite waste water treatment plant. The waste water treatment plant currently processes septic tank waste (septage), portable toilet waste and liquid waste from the landfill (leachate). The landfill has three leachate collection systems and the current landfill gas collection system. Landfill gas is incinerated in an on site flare and is used to power three micro turbines. Power generated by the micro turbines is used to supplement the power used to run the waste water treatment facility.

**Landfill Gas Control:** The landfill gas collection and control system consists of 23 gas extraction wells covering approximately 35 acres of the Class III landfill, a flare system, and three micro turbines. The wells and flare system were installed in the early 1990s and the micro turbines were installed in 2004. The landfill gas collection system includes condensate collection lines which drain to a collection sump where the condensate is pumped to the on site Class II storage pond. The condensate is processed through the on site waste water treatment facility. The micro turbines are rated at 70kW and were manufactured by Ingersoll Rand Corporation.

The operation and maintenance report for January 2009 reveals that the landfill gas and control system operated for a total of 737.45 hours during January at an average flow rate of 243 standard cubic feet per minute (scfm). The methane content of the landfill gas at the flare was measured on January 16, 2009 at 34.6 percent. In addition, the three micro turbine units ran for a total of 577 hours at a flow rate of approximately 80 scfm. This equates to processing approximately 4,734.6 million BTU during January 2009.

Exhibit "B" contains landfill gas production data expressed in BTU's of methane for January 2005 through February 2009. Total 2008 LFG production was over 17 million scfm.

**Landfill Operator:** The landfill and waste water treatment facility are operated by the County. The landfill is currently closed to the public and accepts only sludge cake produced by the waste water treatment facility. No other solid waste is accepted at the landfill. The sludge cake is land filled in the current Class II cell, which has approximately 30 years operational life expectancy at current acceptance rate. The current responsibilities of the County include groundwater and landfill gas monitoring, all permitting activities for the landfill and waste water treatment facility, and operation of the waste water treatment facility and landfill gas collection and conversion system.

**Permits and Regulatory Agencies:** The landfill is operated under a Waste Discharge Requirement Permit (WDR), No. R5-2006-0020 issued by the Central Valley Regional Water Quality Control Board. The WDR provides the conditions of design and operation related to the protection of ground and surface waters. Information about this can be obtained at the following address:

[http://www.edcgov.us/emd/solidwaste/UM/WASTE\\_DISCHARGE\\_REQ.pdf](http://www.edcgov.us/emd/solidwaste/UM/WASTE_DISCHARGE_REQ.pdf)

Solid Waste Facilities Permit (SWFP) 09-AA-003 provides limits on operating criteria and public health, such as maximum tonnage, types and quantities of waste, number of vehicles using the facility, and results of the landfill gas monitoring program. The SWFP is regulated by the Local Enforcement Agency (LEA). The LEA for El Dorado County is Placer County Department of Health Services. Information about this can be obtained at the following address:

[http://www.edcgov.us/emd/solidwaste/UM/CIWMB\\_SOLID\\_WASTE\\_PERMIT.pdf](http://www.edcgov.us/emd/solidwaste/UM/CIWMB_SOLID_WASTE_PERMIT.pdf)

The landfill gas collection and control system operates under Title V Operating permit 10-1400, issued April 9, 2008 and is currently undergoing the renewal process. Title V permits in El Dorado County are regulated by the El Dorado County Air Quality Management District (AQMD), 2850 Fairlane Court, Placerville, CA. 95667. The permit includes monthly monitoring and maintenance requirements for the collection system and the flare. Information about this can be obtained at the following address:

[http://www.edcgov.us/emd/solidwaste/union\\_mine.html](http://www.edcgov.us/emd/solidwaste/union_mine.html)

The electric utility for the site is Pacific Gas & Electric Company. For interconnection and other information, contact PG&E directly.

The County wishes to utilize the Landfill gas ("LFG") to produce energy, reduce the release of green house gasses and/or provide financial benefits for the County. Such utilization and associated operations must comply with federal, state, and local environmental regulations. The County believes that this can be achieved by selecting a vendor to market the carbon credits of the site; or permit, design, construct, and operate a project to convert the gas to electrical energy or biofuel and market the gas, energy or biofuel.

The County will consider proposals for all utilization technologies. Technologies will be evaluated by the selection committee.

**Additional Reports, Data, and Maps:** Drawings and reports are available for viewing by appointment at the landfill office located at 5700 Union Mine Road, El Dorado, CA. Available documents are:

- Landfill Gas Control Reports
- Landfill Gas Monitoring Reports
- Existing Landfill Gas Well Location Maps
- Joint Technical Document

**Landfill Agency Participation:** The Department currently operates the landfill gas extraction and conversion system, and will continue to fulfill all responsibilities concerning landfill and wastewater treatment plant operations. The RFP respondent will be responsible for obtaining and complying with any additional AQMD permits required for the proposed landfill gas collection and utilization process.

- II. **Scope of Services:** The successful Proposer will be required to enter into a three (3) year agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern. The Services to be provided shall include, but not be limited to, some or all of the following:

- A. Gas utilization feasibility study.
- B. Optimization of existing LFG collection system
- C. Expansion of LFG collection system
- D. Operation of LFG collection system
- E. Optimization of existing micro turbine system
- F. Operation of micro turbine system
- G. Installation of system to convert flared LFG to electricity/energy
- H. Operation of LFG conversion system
- I. Sale and export of energy
- J. Energy sale revenue sharing plan
- K. Gas rights agreement
- L. Power sales
- M. Direct gas sales
- N. Obtain and comply with any Air Quality Management District permits required

Recognizing that some Bidders may not be capable of, or are unwilling to provide all of these components, the County is willing to consider an agreement that would simply transfer energy credits to the successful proposer in exchange for the return of a percentage of the value. The County is also willing to consider applications that incorporate a cooperative California Energy Commission Energy Efficiency and Conservation Small County Competitive grant. ***If grant funding is proposed, applicant must discuss grant related experience and provide an application outline.***

- III. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:
- A. **Cover letter:** Provide a “cover Letter” and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. **The letter must be signed by an individual authorized to bind the firm contractually.**
  - B. **Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

- C. **Proposer's Capabilities:** Describe the firm's resources, experience and capabilities as they relate to scope of services described hereinabove. Submit in the order identified below:
1. **Executive Summary:** An executive summary should briefly describe the Proposer's approach to the proposal and clearly indicate any options or alternatives. It should indicate any major requirements that cannot be met by the Proposer. This summary should highlight the major features of the proposal and identify relevant supporting materials. The executive summary shall not exceed three pages.
  2. **Detailed Discussion:** The detailed discussion is a general, but complete, narrative of the Proposer's assessment of the work to be performed and the ability to meet those objectives. This overview should clearly demonstrate the Proposer's understanding of the performance expectations as well as how the requirements will be met. Discuss each item in **Section II. Scope of Services A through N** and describe how your firm will accomplish the desired scope in the timeframe requested. By virtue of submitting a response to this RFP, Proposer understands, acknowledges and agrees to the standard terms and conditions of Exhibit "A".
- D. **Background and Experience:** Describe the firm's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
- E. **Work Plan:** Outline how the firm's team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation.
- F. **Insurance Requirements:** A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "A".
- G. **Revenue Opportunities to the County:** Proposer must submit a narrative of the revenue potential to the County relative to their proposal and an outline of any revenue sharing plan proposed. If any grant funding is contemplated in the proposal, the proposer must discuss such grant related experience and provide an application outline.
- H. **References:** Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, and summary of services performed.
- I. **Additional Data:** (this Section shall be limited to five pages) Include any other data the Contractor deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru H. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

- IV. **Proposal Submittal:** Proposers must submit one (1) original and six (6) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #09-961-119 – MAILROOM DO NOT OPEN**", **no later than 3:00 PM – June 26, 2009**, to:

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

**For questions regarding the Request for Proposal process, contact Dan Lynch, Sr. Department Analyst at (530) 621-5180.**

- V. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on June 16, 2009**. All envelopes or containers must be clearly labeled "**RFP #09-961-119, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **June 19, 2009**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
RFP #09-961-119 Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- VI. **Public Records Act:** All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.
- VII. **Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- VIII. **County's Rights:** The County reserves the right to:
1. Request clarification of any submitted information
  2. Waive any informalities or irregularities in any qualification statement
  3. Not enter into any agreement
  4. Not select any consultant
  5. Cancel this process at any time
  6. Amend this process at any time
  7. To award more than one contract if it is in the best interest of the County
  8. Interview consultants prior to award
  9. To request additional information during an interview

- IX. **El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://www.edcgov.us/Contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

- X. **Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Environmental Management Department and other subject matter experts on the basis of:
- A. **Proposal Content and Presentation**
  - B. **Compliance with Administrative Requirements**
  - C. **Experience, Qualifications, and Work Plan**
  - D. **Total Revenue Opportunities**

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.**

- XI. **Award:** Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

- XII. **Business License Requirement:** 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 Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XIII. **Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

*Your participation in the RFP process is important to El Dorado County!*

**STATEMENT OF NO RESPONSE**

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc, please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc, or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

*Board of Supervisors Procurement Policy C17, Section 8.2:*

*Removal of a vendor from the bidders list may be for:*

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

*The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent*

Invitation # (BID, RFP, RFI, RFQ, etc.): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit "A"**

SAMPLE AGREEMENT FOR SERVICES # (~)  
For Illustrative Purposes only

---

---

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and \_\_\_\_\_, a \_\_\_\_\_, duly qualified to conduct business in the State of California, whose principal place of business is \_\_\_\_\_, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide \_\_\_\_\_; and

**WHEREAS**, Contractor 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; and

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

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

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide

---

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire

---

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be \_\_\_\_\_ . Total amount of this Agreement shall not exceed \_\_\_\_\_ .

---

**ARTICLE IV**

**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.

**ARTICLE V**

**Contractor 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, Contractor shall act as Contractor only to County and shall not act as Contractor 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 Contractor's responsibilities to County during term hereof.

**ARTICLE VI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor 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 VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor 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.

Contractor 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 Contractor or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE IX**

##### **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 on 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 the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. Ceasing Performance: County may terminate this Agreement in the event Contractor 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 Contractor, 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 contract. Upon receipt of a Notice of Termination, Contractor 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 X**

**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 addressed as follows:

COUNTY OF EL DORADO  
(Department Name)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

(Company Name)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

Or to such other location as the Contractor directs.

#### ARTICLE XI

**Indemnity:** The Contractor shall defend, indemnify, and hold the County 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 the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### ARTICLE XII

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above 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, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor 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.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor 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 the 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

### **ARTICLE XIII**

**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 Contractor 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 XIV

**Interest of Contractor:** Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### ARTICLE XV

**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. Contractor 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 contract 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 Contractor 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 the Article in the Agreement titled, "Default, Termination and Cancellation".

#### ARTICLE XVI

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### ARTICLE XVII

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### ARTICLE XVIII

**County Business License:** 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 Code Section 5.08.070.

#### ARTICLE XIX

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

**ARTICLE XX**

**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 to the obligations set forth herein.

**ARTICLE XXI**

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

**ARTICLE XXII**

**Venue:** 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 XXIII**

**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 Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

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

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

**-- CONTRACTOR --**

(COMPANY NAME, INC.)  
(A [NAME OF STATE] CORPORATION)

By: \_\_\_\_\_

Name  
Title  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Corporate Secretary

Dated: \_\_\_\_\_

**Exhibit "B"**

**UNION MINE LANDFILL  
LANDFILL GAS PRODUCTION SUMMARY**

	2005	2006	2007	2008	2009
Jan	7,005.9	7,937.0	6,802.4	5,298.5	4,734.6
Feb	5,852.3	6,883.2	5,196.0	5,404.8	4,668.3
March	6,632.5	7,083.6	5,984.7	5,926.9	
April	6,971.6	7,597.3	5,690.0	4,986.6	
May	6,690.9	7,152.3	5,618.2	5,048.2	
June	5,832.9	6,853.7	4,849.8	5,194.1	
July	6,005.3	6,364.7	4,713.1	5,164.3	
Aug	3,486.1	6,477.6	5,886.9	5,178.6	
Sept	3,480.9	6,314.7	5,360.2	5,037.9	
Oct	4,125.0	7,116.1	6,272.4	5,162.2	
Nov	4,149.0	5,666.7	5,593.2	4,096.7	
Dec	6,690.1	5,357.3	6,521.1	4,878.8	
<b>TOTAL BTU (in millions)<sup>1</sup></b>	<b>66,922.5</b>	<b>80,804.2</b>	<b>68,488.0</b>	<b>61,377.6</b>	<b>9,402.9</b>

1. BTUs are calculated using the high heat value for methane of 1,012 BTUs per scfm.

2. Methane content is approximately 35% of the total landfill gas volume