



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**23**

**2. Council Meeting Date:**  
January 8, 2009

**TO: MAYOR & COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** December 17, 2008

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Approve agreement SW9-988-2635 for Landfill Operation and Maintenance to SCS Field Services, in an amount not to exceed \$240,000.

**6. RECOMMENDATION:** Recommend the approval agreement SW9-988-2635 for Landfill Operation and Maintenance to SCS Field Services in an amount not to exceed \$240,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** Chandler's 66-acre landfill closed in 2005. Construction is underway for the new Paseo Vista Recreation Area. As part of regulatory requirements, the City is required to monitor and maintain the landfill gas collection system for 30-years post-closure care. This includes maintaining and monitoring the surface and subsurface landfill gas equipment in the area for compliance.

Solid Waste Services staff performs the technical work associated with managing the landfill gas operations. For major maintenance and repair work connected with the landfill gas monitoring equipment (groundwater and gas collection wells, landfill gas flare operations, etc.) that are beyond the technical expertise of staff, a contractor experienced and specializing in providing landfill environmental technical services is necessary to ensure safety and compliance with regulations.

**8. EVALUATION PROCESS:** On April August 13, 2008, Staff issued RFP SW8-988-2635 for landfill operation and maintenance. The City received proposals from two firms. An evaluation committee evaluated the proposals and is recommending award to SCS Field Services.

**9. FINANCIAL IMPLICATIONS:**

Costs: \$240,000 maximum per year  
Savings: N/A  
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
625.3700.0000.5219	Solid Waste Services	Other Prof./Contract Services	N/A	\$240,000

**10. PROPOSED MOTION:** Move to approve agreement SW9-988-2635 for Landfill Operation and Maintenance to SCS Field Services in an amount not to exceed \$240,000.

**ATTACHMENTS:** Agreement No. SW9-988-2635

**APPROVALS**

**11. Requesting Department**

  
Sheree Sepulveda, Environmental Programs  
Education Coordinator

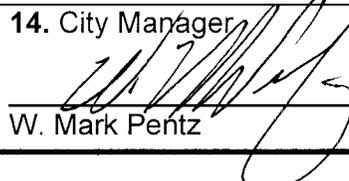
**12. Department Head**

  
Dave Siegel, Municipal Utilities Director

**13. Procurement Officer**

  
Mike Mandt

**14. City Manager**

  
W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT  
LANDFILL OPERATION AND MAINTENANCE  
AGREEMENT NO.: SW9-988-2635**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of Sept., 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Field Services, a Corporation of the Commonwealth of Virginia, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Solid Waste Superintendent /designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **SubCONTRACTORS.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Landfill system maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2. A breach of the Contractor Immigration Warranty (Exhibit D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4. The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6. In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7. In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
- 2.5. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
  - 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
  - 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
  - 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
  - 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
  - 3.5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed two hundred and forty thousand dollars exceed \$240,000 Dollars (\$240,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by

reference.

#### **4. TAXES**

- 4.1.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

#### **5. TERM:**

- 5.1.** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

#### **6. USE OF THIS CONTRACT:**

- 6.1.** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.2. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

6.3. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.2.1. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.5. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

8.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2. **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement

- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated.

The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. **Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

**A. INTERNAL RESOLUTION PROCESS**

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.

2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.

3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.

4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

**B. ARBITRATION**

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the

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amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. **EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and

commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**12. INSURANCE:**

**12.1. Insurance Representations and Requirements:**

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

#### **12.2. Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

#### **12.3. Coverage**

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;

- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

**12.4. Commercial General Liability - Minimum Coverage Limits.**

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$5,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**12.5. Automobile Liability**

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**12.6. Worker's Compensation and Employer's Liability**

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$ 1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: \_\_\_\_\_  
Contact: Sheree Sepulveda  
Mailing Address: PO Box 4008 Mail Stop 907  
Physical Address: 955 East Queen Creek Road  
City, State, Zip: Chandler, AZ 85244-4008  
Phone: 480-782-3520  
FAX: 480-782-3430

In the case of the CONTRACTOR

Firm Name: SCS Field Services  
Contact: Mike Murphy  
Address: 3900 Kilroy Way, Suite 100  
City, State, Zip: Long Beach, CA 90806  
Phone: 562-426-9544  
mmurphy@scsfieldservices.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-CONTRACTORS, officers or employees.
- 15.5 **Entire Agreement.** This Agreement, including Exhibits A, B, C and D attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 15.6 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.7 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.8 **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.9 **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.10 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.11 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 20 .

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: Waleed Robinson  
Signature

ATTEST:

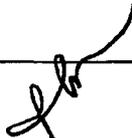
ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

SEAL

Hammon  
Assist. Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney 

**Exhibit A  
City of Chandler Landfill  
Operation & Maintenance Contract  
Scope of Work**

**A. BACKGROUND**

1. The CONTRACTOR shall provide on-call operations and maintenance contract for the City of Chandler Landfill (CCLF), closed in 2005. This contract will include all landfill gas (LFG) collection system components, monitoring systems, and other services as required. Scope of Work shall include major repairs, some minor repairs, and the potential need for regulatory monitoring activities pertaining to the fore mentioned systems. The CCLF will be home to an open use Recreational Facility with various Park amenities adjacent to and around numerous landfill control devices.

**B. CONTRACTOR REQUIREMENTS**

1. CONTRACTOR must have a minimum of five (5) years experience working with all aspects of a landfill gas collection, control, and monitoring system. Knowledge and experience with all related regulations and statutes is required as well.

2. Technicians who perform work at the CCLF as employees of the CONTRACTOR must have a minimum of three (3) years experience working with all aspects of a landfill gas collection, control, and monitoring system. Site supervisors must also have a minimum of five (5) years of qualified landfill related experience.

3. CONTRACTOR must self perform a minimum of 80% of the work pertaining to the contract, unless otherwise authorized by SWS or Municipal Utilities Department (MUD) Construction Project Management (CPM) staff.

4. CONTRACTOR must possess or have access to equipment necessary to perform typical maintenance and repair to all Landfill Control Systems. Includes but is not limited to HDPE pipe fusion equipment (McElroy butt-fusion, Friamat systems), small to medium truck mounted boom for removal of items such as demister cap and filter element. Also includes heavy equipment such as trenchers, backhoes, trackhoes, water truck or trailer and any other necessary equipment.

5. All field technicians must possess a 40-hour HazWoPer certification. CONTRACTOR staff must obtain an EPA Method 9 Visible Emissions Observation (Opacity) certification if requested by SWS staff. Certifications held by anyone working at the CCLF must be current.

6. The CONTRACTOR shall have staff and equipment capable of performing all requirements of the contract. At a minimum, the CONTRACTOR must have reasonable access to equipment capable of lifting, pulling, and installing a gas well up to 120 feet with up to an 8-inch column pipe. The CONTRACTOR's shop shall be equipped to work on all aspects of the landfill gas collection system. CONTRACTOR's crew on the jobsite must have the capability to communicate with the CONTRACTOR's main office without leaving the site, i.e. two-way radio, or cellular communications.

7. **CONTRACTOR will comply with local, state and federal agency regulations and statutes administered for landfill closure operations and maintenance, the CCLF Post Closure Operations Plan (PCOP), CCLF Closure plan, and the Chandler Landfill Facility Plan (CLFP) for operations and maintenance work required.**

**C. RESPONSE TIME**

1. **CONTRACTOR will provide 24 hours notice prior to arrival on site to perform routine and un-scheduled maintenance tasks.**

2. **The CONTRACTOR WILL respond to calls for EMERGENCY services within 24 hours. (i.e. CONTRACTOR WILL have personnel and necessary equipment on site within 24 hours of notification to address emergency situations)**

3. **Non-emergency response must be made with personnel and equipment on site within 48 hours, or within a time frame approved by City of Chandler staff. Federal, State, and Local Regulations and Statutes mandate various time frames that must be adhered to. The CONTRACTOR must be familiar with them and have the ability to adhere to them.**

**D. DUST CONTROL**

1. **CONTRACTOR must comply with all Maricopa County, ADEQ, and EPA dust emissions regulations. CONTRACTOR must maintain their own dust control permit for on site work. CONTRACTOR's site personnel will be required to immediately cease activities if excessive dust emissions are generated, OR if directed to do so by City of Chandler MUD or Environmental Management Services (EMS) staff member in order to maintain regulatory compliance.**

**E. REPORTING**

1. **The CONTRACTOR shall provide reports, in a form approved by the City, pertaining to any activities performed onsite, within 72 hours of completion, for the items listed below:**

1.1 **Differing site conditions during routine maintenance or significant weather events.**

1.2 **Any non-routine maintenance or repairs recommended or needed**

1.3 **Flare system operation**

1.4 **Copies of all reports and log sheets for tasks performed.**

1.5 **Preparation of regulatory submittals required as a result of CONTRACTOR's work.**

**F. DETAILS OF TASKS the rates listed in Exhibit B shall include all labor, equipment, supplies and travel.**

1. **Flare Station Inspection & Maintenance (as needed or emergency basis) Includes the performance of all Monthly, Every other month, Quarterly, and**

Annual maintenance as specified in the manufacturer's O&M manual and any other maintenance task or inspection that may be required by the Manufacturer. All tasks must include activity reports to SWS and all necessary regulatory reporting and logs.

**1.1 Flare Station Monthly monitoring & GAC calibration**

Monthly Calibration of Flare Gas Analyzer Card (GAC). Completion of manufacturer's monthly flare inspection log.

**1.2 Flare Station every-other month Service**

Inspection and lubrication of flare blower every two (2) months.

**1.3 Flare Station Quarterly service**

Inspect and re-gap igniter gap

Inspect igniter wiring

Check Pilot light

Check thermocouple voltage

Check flare shutdown valve

Check blower

Zero all pressure gauges

Inspect and clean demister interior; remove and clean filter element as required.

Test and adjust louvers

Test pilot fail shutdown

Test flame fail shutdown

Test low temperature shutdown

**1.4 Flare Station Annual service**

Annually shut flare down and check for loose bolts, and check the configuration sheets for the chart recorder to insure they have not been altered.

**1.5 Clean Flame Arrester, as necessary**

Removal, cleaning, and re-installation of flame arrester filter media.

**2. Condensate & Leachate Systems Monitoring (as needed or emergency basis)**

**2.1 Condensate sumps inspection & cleaning**

Level of liquid shall be checked and noted at each of 5 condensate pumping stations

Each of 5 control panel interiors shall be cleaned

General condition of equipment shall be inspected and noted

Reports to SWS that may be necessary for regulatory reporting

Any additional required maintenance shall be scheduled as non-routine maintenance

**2.2 Leachate pump system inspection & cleaning**

Level of liquid shall be checked and noted at each of 2 leachate pumping stations

Each of 2 control panel interiors shall be cleaned

General condition of equipment shall be inspected and noted

Reports to SWS that may be necessary for regulatory reporting

Any additional required maintenance shall be scheduled as non-routine maintenance

**2.3 Leachate tank & main pump inspection**

Reports to SWS that may be necessary for regulatory reporting

Any additional required maintenance shall be scheduled as non-routine maintenance

**3. Landfill Gas Collection Well Monitoring & Tuning(as needed or emergency basis)**

**3.1 Sampling, adjustments, logging, & inspection**

Sampling for Methane gas, Oxygen, and Carbon Dioxide percentage by volume

Recording of gas temperature

Recording of Vacuum, Differential Pressure across the wellhead orifice plate, and calculated flow

Inspection of the general condition of each wellhead assembly

Adjustment of flow on the collection wells as necessary

Provide a complete report on the gas concentration of each well and any adjustments made

Provision of all regulatory and activity reports to SWS.

**4. Groundwater Sample Collection (as needed or emergency basis)**

Single groundwater collection event requiring both 4.1 & 4.2 below, and the additional tasks noted below.

**4.1 Sampling with dedicated pumps, logging & inspection**

Collection of groundwater samples from seven (7) groundwater monitoring wells with dedicated Grundfos Redi-flo2 pumps (requires portable variable speed drive for pumps).

**4.2 Sampling with CONTRACTOR provided portable pump (Grundfos Redi-flo 2)**

Collection of groundwater samples from one (1) groundwater monitoring well with portable Grundfos Redi-flo2 pump (requires portable variable speed drive for pumps).

Delivery of samples to laboratory approved by the City or under contract to the City.

Provide groundwater level and flow direction analysis

Provide report of ground water conditions and any changes in constituent levels to the City for submission to ADEQ on a Semi Annual basis

Provision of all regulatory and activity reports to SWS.

**5. Perimeter Migration Monitoring Probes (as needed or emergency basis)**

**5.1 Sampling, logging, inspection & documentation (2 probes/well)**

Purge and sample gases from each of the 54 monitoring probes double nested in 27 perimeter wells.

Record date, time and weather conditions at time of sampling

Record barometric pressure in inHg and probe pressure/vacuum in inWC

Sample and record Methane % by volume, Methane as a percentage of LEL, Carbon Dioxide % by volume, Oxygen % by volume, and Balance gases by % volume

Monitoring is currently conducted by City staff on a weekly basis, but may be changed to once per month in the future. It is anticipated that City staff will continue conducting this monitoring, however CONTRACTOR must have the availability to provide this service if requested, **within the time frame required by permit.**

Reports to SWS that may be necessary for regulatory reporting

**6. Final Cover Inspections (as needed or emergency basis)**

**6.1 Inspection of final cover for erosion, cracks, deterioration, vegetation, etc. & all tasks**

Once each quarter, after a significant rain event producing 1" within a 24-hour period, or more, or as requested, inspect final cover for erosion cracks, deterioration, vegetation, settlement, seepage, standing water, and burrowing.

Preparation of a quarterly final cover inspection report. The report will contain a summary of the activities performed, the monitoring results, and recommended repairs.

Reports to SWS that may be necessary for regulatory reporting

Any corrections or repairs requested, as specified in the CCLF PCOP

**7. Unscheduled Maintenance or Emergency Repairs**

CONTRACTOR shall perform unscheduled maintenance and/or emergency repairs as requested by the City at the rates specified in Exhibit B, Section 7.

All equipment necessary to perform individual tasks, included but not limited to portable generators, air compressors, hand tools, welding equipment shall be included in the hourly rate.

**Exhibit B  
Pricing**

Prices shall include all labor, material, mobilization and de-mobilization costs to perform the services specified in Exhibit B. The quantities listed are estimates only and include the requirements of the City's Solid Waste Services Division.

**1. FLARE SYSTEM(see attached Mfgr O&M schedule Exhibit C)**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
1.1	Flare Station Monthly monitoring & GAC calibration	1	12	\$102
1.2	Flare Station every-other month Service	1	6	\$23
1.3	Flare Station Quarterly service	1	4	\$283
1.4	Flare Station Annual service	1	1	\$73
1.5	Clean Flame Arrester, as necessary	1	8	\$452

**2. CONDENSATE & LEACHATE MANAGEMENT SYSTEMS**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
2.1	Condensate sumps inspection & cleaning	5	4	\$28.25
2.2	Leachate pump system inspection & cleaning	2	4	\$28.25
2.3	Leachate tank & main pump inspection	1	4	\$56.50

**3. LANDFILL GAS COLLECTION WELLS (as needed or emergency basis)**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
3.1	Sampling, adjustments, logging, & inspection	58	12	\$28.26

**4. GROUNDWATER SAMPLING & REPORTING (as needed or emergency basis)**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
4.1	Sampling with dedicated pumps, logging & inspection	7	4	\$432.14
4.2	Sampling with CONTRACTOR provided portable pump (Grundfos Redi-flo 2)	1	4	\$1780.00

**5. PERIMETER MIGRATION MONITORING PROBES (as needed or emergency basis)**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
5.1	Sampling, logging, inspection & documentation (2 probes/well)	27	24	\$30.35

**6. FINAL COVER INSPECTIONS (as needed or emergency basis)**

<b>Task ID</b>	<b>Task Description</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Unit Price</b>
6.1	Inspection of final cover for erosion, cracks, deterioration, vegetation, etc. & all tasks	1	12	\$717.00

**7. UNSCHEDULED MAINTENANCE OR EMERGENCY REPAIRS**

<b>Rate Schedule</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
Backhoe with operator	30	Day (8hrs/day)	\$696.00
Trackhoe with operator	14	Day (8hrs/day)	\$1016.00

Gannon tractor with operator	30	Day (8hrs/day)	\$636.00
5 yard dump truck with operator	30	Day (8hrs/day)	\$680.00
4,000 gallon water truck with operator	30	Day (8hrs/day)	\$896.00
1,000 gallon water wagon	30	Day (8hrs/day)	\$150.00
240v small portable generator (not trailer mounted)	45	Day (8hrs/day)	\$65.00
McElroy or comparable 1" to 4" butt fusion machine	30	Day (8hrs/day)	\$80.00
McElroy or comparable 4" to 12" butt fusion machine	10	Day (8hrs/day)	\$225.00
McElroy or comparable "Sidewinder" fusion equipment	5	Day (8hrs/day)	\$100.00
Friamat or comparable Electro-fuse machine	15	Day (8hrs/day)	\$150.00
Ventilator/manhole blower	5	Day (10hrs/day)	\$100.00
GEM-2000	300	Hourly	\$23.13
FID/PID	30	Hourly	\$13.75
Dewatering pump / Trash pump	15	Day (8hrs/day)	\$68.00

Groundwater sampling equipment (Grundfos Redi-flo 2 portable pump, field instruments, and all required materials and PPE)	10	Day (8 hrs/day)	\$451.00
Mobile 700 scfm blower/flare station	3	monthly	NA
Field Supervisor / Superintendent	20	Hourly	\$95.00
Landfill Technician	40	Hourly	\$59.00
General Laborer	40	Hourly	\$48.00
Electrician	40	Hourly	\$110.00
Mark-up on sub-contracted services	10,000	%	12%
Mark-up on parts & materials	10,000	%	12%

Tax rate 5.6% on material and equipment contractor rents form outside vendors.

Specify tax rate and what is taxable.

Exhibit C

FLARE Maintenance Schedule

FREQUENCY

CHECK

**Daily**

- A. Visually inspect unit-- repair any breaks, leaks, and loose wires.
- B. Follow all Manufacturers' Recommendations in Section 7.
- C. Test Lamps by pushing the RUN Lamp and the ALARM/SHUTDOWN Lamp.

**Monthly**

- A. Fill out the Flare Station Data Log.

**Two Months**

- A. Lubricate Blower(s) per Blower Manufacturer's instructions.

**Three Months**

Turn flare off and perform the following procedures:

- A. Check ignitor gap-- Verify that the ignitor gap is 0.090". Regap as necessary. Verify that the spark is at the tip of the ignitor.
- B. Inspect Ignitor Wiring-- Examine the wire which runs between the ignition transformer on the flare and the ignitor in the pilot for frayed, heat damaged, or worn insulation.
- C. Check Pilot -- With the SYSTEM switch in the "ON" position turn the PILOT switch to the "TEST" position. Verify that the pilot lights and does not blow out. Return the PILOT switch to the "AUTO" position.
- D. Check Thermocouple Voltage-- After the flare has been off for at least 1 hour, open the breaker, then open the control panel and the swing panel. Locate the appropriate Thermocouple Input Module. Measure the voltage between the red and yellow wires of FLRTE-501 through FLR-TE-503 and convert that voltage to temperature using the Type K Thermocouple Chart in Section 6. The readings should be within 25 °F of ambient temperature. Call PEI if a greater discrepancy exists. Close the swing panel and the enclosure door, then close the disconnect.
- E. Check Flare Shutdown Valve FV-301 -- With the SYSTEM switch in the "ON" position, turn the SHUTDOWN VALVE switch to the "TEST" position. As the valve opens, verify the "OPEN" lamp lights on the

Touchscreen. After the valve has reached the full open position, turn the FLARE SHUTDOWN VALVE switch to the "CLOSED" or "AUTO" position and verify that the valve closes in less than 2 seconds. Return the valve switch to the "AUTO" position.

- F. Check Blower(s)– Turn the BLOWER switch to the "TEST" position. Verify that the blower starts smoothly and operates properly. After the blower has ramped to maximum speed, turn the BLOWER switch to the "AUTO" position and verify that the blower stops properly.
- G. Zero out the pressure, delta pressure, and vacuum gauges by closing off the valves in the gas lines to the gauges and opening the valves in the tees to atmosphere. Adjust the zeroing screw until the needle points to zero.
- H. Remove the 8" blind flange inspection port on the demister and remove any debris that has collected.
- I. If the pressure drop across the demister reaches two times it's original value, open up the top of the demister and pull out the element. There is a handle at the top that is attached to the demister element. Hose the element down opposite of landfill gas flow with high pressure water and put it back in the demister container.
- J. On the Touchscreen, put the Man/Auto Temperature Controller in "MANUAL" mode and Man Louver Out SP to 100% then 0% and make sure the louvers close completely then open completely at the respective setpoints. Adjust the linkage if need be.
- K. Test the pilot fail shutdown by turning off the propane and starting the system. The system should shut down after the Pilot On Timer Setpoint times out.
- L. Test the flame fail shutdown by closing the manual inlet valve while the system is running and after the pilot has turned off. The system should shut down in a few seconds.
- M. Test the Low Temperature Shutdown by putting the Temperature Control in "MANUAL" mode and Man Louver SP to "0". The louvers will open until the flare temperature drops below the Shutdown Setpoint. This shutdown Setpoint can be changed by Flare Temp on the Touchscreen, adjusting both Temperature and Timer downward.

## **Annually**

Shut the Flare down and perform the following checks:

- A. Check for loose bolts on the structure and at the flanges.
- B. Check the configuration sheets for the Chart Recorder against the actual settings to make sure they have not been altered.

EXHIBIT D

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b>	SW9-988-2635	
<b>Name (as listed in the contract):</b>	Stearns, Conrad and Schmidt Consulting Engineers	
<b>Street Name and Number:</b>	3900 Kilroy Airport Way, Suite 100	
<b>City:</b> Long Beach	<b>State:</b> CA	<b>Zip Code:</b> 90806

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and

Signature of Contractor (Employer) or Authorized Designee:

  
\_\_\_\_\_

Printed Name: Galen Petoyan

Title: Senior Vice President

Date (month/day/year): October 16, 2008