

**GENERAL SERVICES CONTRACT
ON-CALL EMISSIONS TESTING AND RATA SERVICES
SPECIFICATION NO. S-2024-656BD**

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Alliance Technical Group, LLC (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for on-call emissions testing and Relative Accuracy Test Audits (RATA) services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on April 23, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor. The terms and conditions herein exclusively govern the purchase of the Services as described in Exhibit "A" and any task order (Task Order).

1.2 The work to be performed under this Contract shall be on a Task Order basis.

1.3 All Task Orders issued under this Contract shall be incorporated by reference and made part hereof, upon issuance of the Task Order.

1.4 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Statement of Qualifications and Rate Sheet

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

Exhibit "F" – Not Used

1.5 In the event of any conflict or inconsistency between the provisions of this Contract, provisions of Task Order(s) and any of the provisions of the exhibits hereto, the provisions

in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.

- 1.6 The provisions of this Contract and exhibits hereto are applicable at the Task Order level.
- 1.7 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.
- 1.8 Work Hours: Shall be as specified in Exhibit "A."
- 1.9 Days: Shall mean calendar days, unless otherwise noted.
- 1.10 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.11 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.12 The provisions of this Contract and any Task Order(s) may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.13 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work and Task Orders.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" and any Task Order(s) in accordance with generally accepted industry and professional standards.
- 2.2 Each Task Order will identify the project, location of the work, and other general and special requirements.
- 2.3 Each Task Order will contain a detailed scope of work and may require attendance at a job walk (including Subcontractors, as needed) prior to the issuance of Task Order.
- 2.4 Contractor shall submit its proposal including costs within the time specified in the Task Order.
- 2.5 Payment terms will be specified in each Task Order.
- 2.6 Any changes to the Task Order must be submitted by Contractor for OC San's review and approval.
- 2.7 If, during the course of the Contract, it is discovered that the Contractor is not actively approved under the SCAQMD Laboratory Approved Program (LAP) and/or the California Air Resources Board (CARB) as an Approved Independent Contractor, the Contractor may be removed from further consideration.
- 2.8 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.

2.9 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Contractor's risk, until written instructions are received from OC San.

2.10 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

3.1 The term of this Contract shall be for one (1) year commencing on May 1, 2025 and continuing through April 30, 2026.

3.2 The Contract shall remain in effect until all Task Orders have been completed and accepted by OC San. Any Work or Services that is required by a Task Order and is not finished by the date of termination shall be continued and completed by the Contractor and the terms and conditions of this Contract shall continue in effect for that time.

3.3 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to two (2) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.

3.4 Extensions. The term of this Contract and Task Order may be extended only by an amendment signed by both Parties.

4. Compensation.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Hundred Thousand Dollars (\$200,000.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Billing Rates.

5.1 Contractor shall submit its billing rates of each staff for OC San's review and approval, within 15 calendar days from the effective date of the Notice to Proceed. OC San reserves the right to negotiate billing rates with Contractor. OC San, at its sole discretion, shall be the determining party as to whether billing rates submitted are acceptable for any position required. The final negotiated billing rates established in this Contract shall be used in future Task Order(s) and shall remain firm for the one-year term of this Contract.

5.2 Adjustments to the billing rates may be requested after the one-year term of this Contract and will only be reviewed on an annual basis. If an adjustment is requested, the request must be substantiated and submitted by Contractor for OC San's review and approval. OC San, at its sole discretion, reserves the right to refuse any increases other than those mandated either by state or federal law.

5.3 Any changes to assigned staff must be submitted by Contractor for OC San's review and approval.

6. **Payments and Invoicing.**

- 6.1 Each Task Order shall specify the method of payment to be used. Payment may be based on milestones, lump sum or monthly methods.

Milestones: Payments shall be made upon approval by OC San Project Manager or his designee, of invoices submitted for milestones completed as described in the Task Order. OC San, in its sole discretion, shall determine whether tasks and deliverables for each milestone has been satisfactorily completed.

Lump Sum: Payment will be made in one lump sum after completion and acceptance of the Services as described in the Task Order. OC San, at its sole discretion, shall be the determining party as to whether all Work has been satisfactorily completed.

Monthly: OC San shall pay monthly for Services rendered as described in the Task Order.

- 6.2 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of itemized invoices submitted for Services rendered in accordance with the individual Task Order. OC San, at its sole discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

- 6.3 Invoices shall be emailed by Contractor to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and **Specification No. S-2024-656BD** shall be referenced in the subject line.

7. **California Department of Industrial Relations Registration and Record of Wages.**

- 7.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- 7.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

- 7.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

- 7.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.

- 7.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors

shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 7.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 7.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
- 7.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 7.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 7.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 7.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 7.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

8. **Damage to OC San's Property.** Any of OC San's property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
9. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
10. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
11. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
12. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
13. **Bonds.** (Not Used)
14. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or

damage to property, or interference with the use of property arising out of or in connection with Contractor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Contractor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract.

15. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
16. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
17. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
18. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
19. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
20. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
21. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.

22. **Regulatory Requirements.** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
23. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
25. **Warranties.** In addition to the warranties stated in Exhibit "A," the following shall apply: Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in the individual Task Order in accordance with Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract and the individual Task Order, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
26. **Dispute Resolution.**
- 26.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 26.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.
27. **Liquidated Damages.** (Not Used)

28. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
29. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
30. **Termination.**
- 30.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 30.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 30.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 30.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
31. **Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
32. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by

Contractor to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

33. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract or instrument in the application of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

34. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

35. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

36. **Notices.**

36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand, or request sent. All notices shall be effective when first received at the following addresses:

OC San: Donald Herrera
Senior Buyer
Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
dherrera@ocsan.gov

Contractor: Will Stuteville
Senior Operations Manager
Alliance Technical Group, LLC
255 Grant Street, SE, Suite 600
Decatur, AL 35601
Will.stuteville@stacktest.com

36.2 Each party shall provide the other party written notice of any change in address as soon as practicable.

37. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

38. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.

39. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Ryan P. Gallagher
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

ALLIANCE TECHNICAL GROUP, LLC

Dated: _____

By: _____

Print Name and Title of Officer

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EXHIBIT A
SCOPE OF WORK
For
On-Call Emissions Testing and RATA Services

**EXHIBIT A
SCOPE OF WORK
ON-CALL EMISSIONS TESTING AND RATA SERVICES
SPECIFICATION NO. S-2024-656BD**

1. Purpose

Orange County Sanitation District (OC San) is seeking a qualified independent source testing contractor to meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule 304, Subdivision (k) to perform Emissions Source Tests and/or Relative Accuracy Test Audits (RATA) in accordance with, but not limited to, the approved Emissions Source Test Protocols, applicable SCAQMD Rules, Permits-to-Construct or Operate (PTCs, PTOs, or PTC/PTOs), and/or Continuous Emissions Monitoring Systems (CEMS) Certifications. The following table lists equipment permits in which performance testing requirements may be imposed. Additional miscellaneous testing requirements may be stipulated in equipment permits issued to scrubber, biofilters, emergency diesel engines, and/or new or replacement equipment units.

Table 1. Equipment Permits

Facility Name & Address (SCAQMD Facility ID)	OC San Unit ID	SCAQMD Permit Nos./ Basis for Testing Requirements	Equipment Specification	Fuel
OC San Reclamation Plant No. 1 10844 Ellis Ave. Fountain Valley, CA 92708 (Facility ID 017301)	Engine Nos. 1, 2 & 3	R-G71153, R-G71154, R-G71155, G71141, G71142, G71143/ SCAQMD Rule 1179.1	Cooper Bessemer, Internal Combustion Engines, Model No. LSVB-12-SGC, 2500 KW, 3471 Hp	Digester Gas and/or Natural Gas
	CEMS Nos. 1, 2 & 3	CEMS Certification S/T File Nos. C24028-R, C24028A-R, C24028B-R/ SCAQMD Rules 218.1 and 218.3	Non-RECLAIM CEMS operating in accordance with SCAQMD R218.1/ 218.3 - EPA 40 CFR 60 App B and F	
	Boiler No. 2	R-G45193/ SCAQMD Rules 1146, 1179.1	Hurst Boiler, Model S5-GG-250-125W, Fire Tube Type, Power Flame Inc. Model NVC8-GG-30, low NOx Burner, rating 10.5mmBTU/Hr.	
	Flares 1, 2 & 3	R-F71054/ SCAQMD Rule 1118.1	Three Identical Flares 1-2-3, Sur-Lite Corp., rating 27mmBtu/Hr.	Digester Gas
OC San Reclamation Plant No. 2 22212 Brookhurst St. Huntington Beach, CA 92646 (Facility ID 029110)	Engine Nos. 1, 2, 3, 4 & 5	G63134, G63135, G63136, G63137, G63138, G71144, G71145, G71146, G71147, G71148/ SCAQMD Rule 1179.1	Cooper Bessemer, Internal Combustion Engines, Model No. LSVB-16-SGC, 3000 KW, 4166 Hp	Digester Gas and/or Natural Gas
	CEMS Nos. 1, 2, 3, 4 & 5	CEMS Certification S/T File Nos. C24031-R, C24031A-R, C24031B-R, C24031C-R, C24031D-R/ SCAQMD Rules 218.1 and 218.3	Non-RECLAIM CEMS operating in accordance with SCAQMD R218.1/ 218.3 - EPA 40 CFR 60 App B and F	
	Boiler Nos. 1 and 2	R-G43795, R-G43796/ SCAQMD Rules 1146, 1179.1	Cleaver Brooks, American Combustion Company, low NOx Burner, Model SLE-05-250, rating 10.205 mmBTU/Hr.	
	Flares A, B & C	R-F71055/ SCAQMD Rule 1118.1	Three Identical Flares A-B-C, Sur-Lite Corp., rating 27mmBtu/Hr.	Digester Gas
Miscellaneous Services (As-Needed Services)	N/A	As deemed applicable.	Various	N/A

2. Qualifications

The qualified independent testing contractor must meet, at a minimum, the requirements of SCAQMD Rule 304, Subdivision (k) and demonstrate basic competencies of wastewater treatment operations and ideally have prior experience with biogas projects. The Contractor must meet the non-conflict of interest requisite specified per SCAQMD Rule 304(k) and provide a non-conflict of interest statement in all report submittals. The Contractor shall also be actively approved under the SCAQMD Laboratory Approved Program (LAP) and/or the California Air Resources Board (CARB) as an Approved Independent Contractor and shall include a copy of its current LAP and/or CARB certificate in the source test final report.

a. Quality Assurance

All work performed under the contract shall be monitored by the OC San Project Manager. Final inspection and acceptance of all work performed, reports, and other deliverables shall be performed by the OC San Project Manager.

General quality measures as set forth below shall be applied to each work product received from the Contractor under this Scope of Work.

- Timeliness – All submittals, including drafts, shall be submitted on or before the due date specified in the Scope of Work or submitted in accordance with a later scheduled date determined by or approved by the OC San Project Manager.
- Clarity - Work products shall be accurate, clear, and concise. Technical content for all work products shall be accurate and presented in a logical format. All diagrams shall be easy to understand and be relevant to the supporting narrative. Presentation of all technical content shall adhere to accepted elements of style.
- Consistency to Requirements - All work products must satisfy the requirements of this Scope of Work.
- File Editing - All text and diagrammatic files shall be editable by OC San.
- Format – Final submittals shall be submitted in hard copy(ies) and electronically in media mutually agreed upon prior to submission. This requirement will be discussed in further detail during the Task Order process.

The OC San Project Manager shall review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the awarded contractor for correction. Absence of any comments by the OC San Project Manager shall not relieve the Contractor of the responsibility for complying with the requirements of this Scope of Work. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by OC San. The Contractor is responsible to assist OC San in responding to any follow-up inquiries and/or changes requested by SCAQMD following their review of a test report or protocol evaluation as expeditiously as possible. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, nor as an acknowledgment that the material is in conformance with this Scope of Work. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

3. Project/Work Elements

The Contractor shall be prepared and required to provide ethical, professional, and quality work in the best interest of the public and OC San (personnel and property) in conformance with current regulatory requirements. The Contractor will be expected to perform work as described below. All work shall be performed in accordance with, but not limited to, SCAQMD approved Emissions Source Test Protocols, applicable SCAQMD Rules, PTCs, PTOs, or PTC/PTOs, and/or CEMS Certifications.

The Contractor is responsible for all equipment, instrumentation, and supplies (e.g., summa canisters, Tedlar bags, ice, distilled water, extension cords, etc.) and all associated costs. The Contractor is responsible for collection, analysis, and reporting of the emissions of all compounds addressed within the SCAQMD approved test plan. Preparation of the test protocol, if required by the permit or special project, and test report are the responsibility of the Contractor. The Contractor is responsible for the delivery, installation, and removal of any scaffolding and/or other sampling facilities and equipment and their associated costs.

Performance testing will typically commence daily (Monday through Friday) no later than 8:00 a.m. and conclude by 5 p.m.

A. Emissions Testing

Source tests shall be executed in accordance with the SCAQMD approved source test protocol, applicable rules, and permit conditions. This work generally includes, but is not limited to, testing stack emissions using portable test devices and/or collecting samples from air emission sources and analyzing stack emissions testing results in accordance with SCAQMD-approved source test methods and reporting such results pursuant to OC San and SCAQMD approved format. Reference the enclosed SCAQMD permits for minimum source testing requirements. Applicable rule requirements may include, but may not be limited to, SCAQMD Rules 1401, 1179.1, 1146, 1118.1, 218, 218.1, 218.2, and 218.3.

B. Relative Accuracy Test Audits (RATA)

RATA tests shall be performed in accordance with, but not limited to, SCAQMD rules (specifically SCAQMD Rules 218.1 & 218.3), SCAQMD-approved testing protocol (dated April 2009), and CEMS Certification S/T File Numbers C15025 – C15032. The primary objective in executing the RATA based on as-found fuel blend conditions is to confirm the accuracy and reliability of eight (8) CEMS Certifications as referenced in Table 1 in Section 1 above. Reference enclosed CEMS Certifications and the corresponding engine PTO for required testing conditions.

C. Report Preparation (Deliverables)

All final report submittals, including protocols and source test reports, shall be prepared pursuant to SCAQMD permit conditions and OC San approved report format.

D. Miscellaneous Services

Miscellaneous services may include, but are not limited to, development of new or revised source test protocol for emission control systems or combustion sources, testing stack emissions using an approved monitoring test device, and/or sampling for additional pollutants under varying operating conditions or different combustion fuels.